

Michigan Center for Materials Characterization (MC)² at the University of Michigan
SERVICE AGREEMENT

This Service Agreement ("SA") is for use when The Regents of the University of Michigan ("UM") acting through The Michigan Center for Materials Characterization, (MC)², is providing any of the services set forth in the Schedule(s) of Services a copy (or copies, as applicable) of which is attached hereto as Exhibit A for the party signing this Service Agreement (hereinafter "Customer"). It will become effective between UM and Customer on the date that Customer executes this unmodified SA. By its authorized signature below, Customer hereby agrees to the following terms and conditions:

1. The Customer may transfer to UM tangible research material for use under this Agreement ("Research Material").
2. The Research Material will be used by UM at (MC)² solely to perform the services designated in Exhibit A to this Agreement the contents of which are expressly incorporated herein. All services performed hereunder shall utilize only methodologies which are published or otherwise in the public domain.
3. Research Material and Confidential Research Information furnished by Customer under this Agreement is and shall remain the sole and exclusive property of Customer. This Agreement and supply of such Research Material by Customer shall not be deemed to grant UM any rights, expressed or implied, in such Research Material.
4. To the extent permitted by law, except as provided below, UM agrees to treat in confidence, for a period of three (3) years from the date of this SA, any and all confidential information disclosed by Customer in written or tangible form or, if orally disclosed, confirmed in writing by Customer to UM within thirty (30) days of disclosure and identified as confidential by Customer (hereafter "Confidential Research Information"). Confidential Research Information does not include information that (a) was previously known to the UM, (b) becomes publicly available through no breach of this Agreement by UM, (c) is disclosed to UM by a third party without knowledge of origination in Customer or obligation of confidence, (d) is independently generated by UM without the use of Confidential Research Information of the Customer. UM may, subject to reasonable notice to Customer, disclose Confidential Research Information as required by law or court order, and any such disclosure shall not be a violation of this Agreement. However, such disclosure shall not terminate the obligations of confidentiality hereunder unless the Confidential Research Information thereafter falls within one of the exclusions of this Section 4. When possible, UM agrees to give Customer prompt notice of upon receipt of a request for disclosure, including any discovery request or order, subpoena or other legal process requiring disclosure of any Confidential Research Information to provide Customer an opportunity, at its discretion, to seek a protective order or similar relief. UM agrees that the Confidential Research Information of Customer will not be transferred or otherwise disclosed to any person except its employees to whom disclosures or transfer is necessary for the purpose described in paragraph 2 above and

who have agreed to protect confidential information as set forth in this agreement, without the prior written authorization of Customer.

5. The services designated in Exhibit A shall be provided in exchange for consideration of the amount listed in each Purchase Order or other written request issued by Customer in accordance with the rates established in Exhibit A and any subsequent updates of Exhibit A and payable by Customer to the Regents of the University of Michigan. PLEASE NOTE: A valid Purchase Order or other written request issued by Customer must be received by the (MC)² prior to the commencement of performance of services hereunder. The amount specified in the Purchase Order or written request must be sufficient to cover the total cost of the services requested. ANY DATA AND MATERIALS ARE PROVIDED AS A SERVICE TO THE SCIENTIFIC RESEARCH COMMUNITY. THE SERVICES (DATA AND MATERIALS) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY OR REPRESENTATION IS MADE REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE MATERIALS AND DATA PROVIDED. UM makes no representations that the Customer's use of the Research Material or results generated hereunder will not infringe any patent or proprietary rights of third parties.

6. Customer acknowledges that the Services are not performed under Good Laboratory Practices as that term is defined by federal regulations. Customer hereby assumes all risk associated with (i) the provision of Research Material(s), if any, to UM, (ii) performance of Services by UM and (iii) use of results of said Services by Customer and those obtaining such results from Customer. The parties hereby agree that with respect to any Service performed under this Agreement, the liability of UM under this Agreement is limited to the value of such Service performed as set forth in Exhibit A.

7. Customer shall comply with all applicable laws, rules and regulations applicable to the jurisdiction where the Research Materials and results of Services are in use, including all export and import laws and shall do nothing to cause The Regents of the University of Michigan to violate any such laws, rules and/or regulations.

8. The SA constitutes the entire agreement among the parties to the exclusion of any other documents issued hereunder relating to the Research Material, the services to be rendered by UM and the Confidential Research Information to be disclosed, if any, and may not be modified except by a document signed by all of the parties.

AGREED: Name of person responsible for ensuring payment: _____

Signature and Date: _____

Person requesting service work or training to use equipment in the facility (if different from above): _____ (Please Print)

Customer Type (check one):

- State of Michigan Academic
- Other Academic (Outside of Michigan)
- Industry/Non-Academic

Customer's BILLING Address

Company or Institution Name: _____

Address: _____

City, State & Zip: _____

If you prefer to receive invoices via email, list email address where invoices should be sent (may include multiple):

Billing Contact Name: _____

Billing Admin Phone: _____

We will be paying by (check one):

- Purchase Order (List PO number if known: _____)
- Other check/electronic payment (no PO reference no.)
- Credit Card *Note - an additional 2.7% fee applies to credit card payments*

Exhibit A

- Use of instruments in (MC)², either by (MC)² personnel or external personnel: \$50/hour for users from State of Michigan Academic Institutions; \$65/hour for users from other academic institutions outside of Michigan; \$161/hour for Industry or other Non-Academic users.
- Operator assistance or training by (MC)² staff if external personnel will be using the instruments: \$44/hour for State of Michigan Academic Institution; \$71/hour for users from academic institutions outside of Michigan; \$71/hour for Industry or Non-Academic users. This is in addition to the instrument hourly rate.
- Microscopy service performed by (MC)² staff: \$75/hour for State of Michigan Academic Institutions; \$110/hour for users from academic institutions outside of Michigan; \$150/hour for Industry or other Non-Academic users. This is in addition to the instrument hourly rate. External personnel may or may not be present during these analyses.

Note that rates are subject to annual review and change. Current rates will always be listed at mc2.engin.umich.edu