

SAMPLE SERVICE AGREEMENT

ConductCare™

A sample agreement for institutional review and procurement planning. Actual terms are customized per equipment configuration and institutional requirements. This document is not a binding offer.

Service Provider	ConductScience, Inc. — Skokie, IL, USA
Client	[Institution / Organization Name]
Covered Equipment	[Product name, serial number, install location]
Effective Date	[Date of execution or product delivery]
Plan	ConductCare™ Standard / Extended Care (up to 5 years)

1. Agreement, Term & Termination

This Service Agreement ("Agreement") is entered into by ConductScience, Inc. ("ConductScience") and the Client identified above. The Agreement covers the equipment identified by serial number above for the plan duration stated (Standard Care: 1 year included with equipment purchase; Extended Care: 1, 3, or 5 years at a one-time prepaid uplift of 10%, 30%, or 50% of equipment cost, respectively).

1.1 Automatic renewal. The Agreement automatically renews for successive one (1)-year terms at ConductScience's then-current rates unless either party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term. Continued use of ConductCare services after the renewal date constitutes acceptance of the renewed terms.

1.2 Client termination. Client may terminate this Agreement only for (a) ConductScience's uncured material breach following sixty (60) days' written notice and opportunity to cure; (b) legal impossibility of performance; or (c) public-sector non-appropriation as described in §13. Client has no right to terminate for convenience. All termination notices under this §1.2 take effect no earlier than sixty (60) days after ConductScience's receipt.

1.3 ConductScience termination. ConductScience may terminate (a) on sixty (60) days' written notice if the covered equipment is discontinued and no equivalent substitute is reasonably available, with refund of the unearned portion per §1.6; or (b) **immediately and without refund** for any non-payment, breach of §12 (export/sanctions/regulated use), or material breach not cured within the period in §15.7.

1.4 Survival. Sections 2, 7, 10, 11, 12, 15, and accrued payment obligations survive termination.

1.5 Non-refundable activation fee. Twenty percent (20%) of the total Agreement fee is allocated as a non-refundable activation fee covering onboarding, account setup, commissioning documentation, and initial-period engineering support. The activation fee is earned in full on execution and is not refundable under any termination scenario, including §1.2(a), §13 non-appropriation, or §7 remedy election.

1.6 Earned-fee schedule (remaining 80%). Where a refund is owed to Client on termination for cause, the portion of the remaining 80% retained by ConductScience (earned fee) is computed as follows, reflecting front-loaded service delivery and the bathtub-curve distribution of warranty activity:

Termination occurs during	ConductScience earned fee	Client refund (of 80%)
Year 1	60%	40%
Year 2	80%	20%
Year 3	95%	5%
Year 4	100%	0%
Year 5	100%	0%

1.7 Manufacturer warranty concurrence. The hardware defect warranty in §10.1 runs *concurrently with, not in addition to*, any manufacturer or distributor warranty applicable to the equipment. Where both apply, claims are processed under the single most favorable available coverage; there is no duplication, stacking, or cumulation of benefits.

2. Order of Precedence

In the event of any conflict between this Agreement and any Client purchase order, PO boilerplate terms, clickwrap, vendor-portal terms, or other preprinted or electronic terms, **this Agreement controls**. No such other terms bind ConductScience unless expressly accepted in a writing signed by an authorized officer of ConductScience.

3. Services Included

All services below are subject to §7 (Remedy Election) and §8 (Exclusions). All repair and support obligations are subject to reasonable availability of parts, components, and qualified personnel.

Plan	Term	One-time Fee	Response SLA	Depot Shipping
Standard Care	1 year	Included with purchase	2 business days (email)	Client arranges
Extended Care 1yr	1 year	+10% of equipment	1 business day	Round-trip included
Extended Care 3yr	3 years	+30% of equipment	Same business day*	Round-trip included
Extended Care 5yr	5 years	+50% of equipment	Same business day* + named AM	Round-trip included

*Same-day response targets apply when ticket is submitted before 12:00 PM Eastern.

3.1 Included on all plans:

- Hardware defect warranty (see §10 for express warranty terms; §1.7 for concurrence)
- Software and firmware updates for the current product generation (no guaranteed backports)
- Knowledge base access at support.conductscience.com
- Depot repair: parts and labor for covered defects (see §6)
- Up to **four (4) covered service events** per covered year; additional events are quoted at ConductScience's then-current time-and-materials rates

- Procurement-ready documentation: signed agreement, W-9, insurance certificate on request

3.2 Included on Extended Care plans only:

- Priority remote support via email, video, and screen share
- Dedicated account manager for renewals, expansions, and institutional coordination
- Onboarding for new team members: two (2) 60-minute sessions per covered year
- Round-trip shipping on depot repairs within the contiguous United States
- Software customization discount: 10% (1yr), 20% (3yr), 30% (5yr) off custom development

4. Response Service Levels

Response targets describe the time to ConductScience's **first acknowledgment** of a properly submitted ticket, not diagnosis, resolution, or part dispatch. A reply email or ticket-system update confirming receipt of the request and assignment for triage satisfies the response SLA in full. Resolution time depends on fault complexity, parts availability, carrier transit, and factors outside ConductScience's reasonable control (§7, §8). Response clocks run during ConductScience business hours (Monday–Friday, 9:00 AM–6:00 PM Central, excluding US federal holidays and ConductScience-observed closures). **No service credit, penalty, or remedy attaches to a missed response target**; Client's sole recourse for service delivery is the remedy cascade in §7.

5. Scope of Support & Fair Use

5.1 Named contacts. Client designates primary contacts authorized to open support tickets and receive training: up to two (2) contacts on Standard Care, three (3) on Extended Care 1yr, and five (5) on Extended Care 3yr and 5yr. Support from unnamed requesters is handled at ConductScience's discretion.

5.2 Covered support includes defect triage, operating guidance, firmware and software updates, onboarding refreshers within the allocation in §3.2, and written documentation of resolutions.

5.3 Support expressly NOT covered:

- Repeat operator training beyond the onboarding allocation in §3.2
- Custom data analysis, experimental design consulting, grant writing, or methods consulting
- Integration with third-party software or hardware not supplied by ConductScience
- Custom workflow or software development beyond the §3.2 customization discount
- Data recovery beyond factory-default restoration
- Services described as Add-Ons in §14 (calibration, on-site visits)

5.4 Excess use. If Client's support volume materially exceeds typical peer usage for the covered product (judged by ConductScience in good faith), ConductScience will provide written notice identifying the excess, and will either (a) convert the excess scope to a paid statement-of-work at ConductScience's then-current standard rate, or (b) decline the non-covered requests until the scope is resolved. Covered services remain available throughout.

6. Depot Repair, Decontamination & Data

6.1 RMA required. Client must obtain a Return Merchandise Authorization number from ConductScience before shipping. Shipments received without an RMA may be refused.

6.2 Decontamination certification. Client must certify in writing that the equipment is free of biohazards, chemical hazards, radiological hazards, and infectious material before shipping. ConductScience may reject any shipment lacking certification or showing evidence of contamination, and may bill Client for return

shipping and decontamination handling.

6.3 Client data responsibility. Client is responsible for backing up, exporting, and removing all data, samples, reagents, and user-generated content from the equipment before shipment. ConductScience is not liable for any loss, corruption, or disclosure of data on returned units. ConductScience may reset units to factory defaults during service.

6.4 Packaging and transit. Client is responsible for proper packaging on returns; damage caused by inadequate packaging is not covered. Damage in transit on outbound shipments (return to Client) is covered by ConductScience's shipping insurance to policy limits.

6.5 Turnaround. ConductScience targets ten (10) business days from receipt of a compliant RMA to dispatch of the repaired or replaced unit. This is a target, not a guarantee; no remedy attaches to missed targets other than the remedies in §7.

6.6 No-fault-found fee. If a returned unit tests within factory specification, Client pays a diagnostic fee of \$295 plus return shipping.

6.7 Out-of-scope repair. For damage caused by misuse, environmental conditions, third-party integrations, or other excluded causes (§8), ConductScience will provide a time-and-materials estimate for Client approval. Declined estimates: Client pays the \$295 diagnostic fee plus return shipping.

6.8 Refurbished parts. ConductScience may use new, remanufactured, refurbished, or functionally equivalent parts that meet original specifications, at its **sole discretion**. Client has no right to require new-only parts except upon payment of an additional new-only surcharge expressly disclosed on the order.

6.9 International shipments. For shipments outside the United States, Client is the importer of record and bears duties, taxes, and customs brokerage for the return leg.

7. Remedy Election & Parts Obsolescence

If, during the term, ConductScience determines that it cannot reasonably repair a unit because (a) parts or components have been discontinued by the supplier; (b) the unit is irreparable within covered scope; or (c) the same component on the same unit has failed three (3) or more times within any rolling twelve (12)-month period, ConductScience may, **at its sole election**, provide any one of the following as the exclusive remedy for that failure:

- **Repair** with new, remanufactured, or equivalent parts;
- **Replace** the unit with a new or refurbished unit of comparable specification (which may be a successor model);
- **Service credit** equal to the unearned portion of this Agreement (computed per §1.6), applicable to any ConductScience product or service; or
- **Refund** of the unearned portion of this Agreement (computed per §1.6).

ConductScience's election of one remedy above discharges its obligation to provide the others for the covered failure. Client's remedies under this Agreement are limited to those in this §7 and §11.

8. Exclusions

This Agreement does not cover:

- **Consumables and wear items:** cables, batteries, bulbs, filters, electrodes, tubing, probes, reference standards, and similar items with expected replacement in normal use
- **User-induced damage:** drops, spills, misuse, unauthorized modification, wrong voltage or frequency, operation outside manufacturer-specified environmental tolerances
- **Environmental damage:** power surges, flooding, fire, lightning, pest damage

- **Cosmetic damage** not affecting function
- **Third-party integrations:** breakage caused by third-party software, firmware, or hardware updates outside ConductScience's control
- **Calibration and on-site visits:** available as Add-Ons per §14
- **Accessories not sold by ConductScience**
- **Equipment relocation** more than 50 miles from the original install site without prior written notice to ConductScience
- **Loss, theft, disappearance**
- **Force majeure events** as defined in §15

9. Customer Obligations

- Provide the serial number, purchase date, install location, and designated contacts at contract start
- Operate the equipment in accordance with the user manual and manufacturer specifications
- **Report suspected defects within thirty (30) days of discovery.** Claims reported beyond this window are at ConductScience's discretion
- Maintain the equipment in a safe, accessible working environment within the specified environmental tolerances
- Pack equipment properly for depot returns using ConductScience's shipping kit when provided
- Certify decontamination and remove data before returns (§6.2, §6.3)
- Pay all fees when due under §15

10. Warranties and Disclaimers

10.1 Express warranty. ConductScience warrants the covered equipment against defects in materials and workmanship, under normal use, for the warranty term corresponding to the selected plan (12 months for Standard Care; 1, 3, or 5 years for Extended Care 1yr / 3yr / 5yr respectively).

10.2 Disclaimer of implied warranties.

EXCEPT FOR THE EXPRESS WARRANTY IN §10.1, CONDUCTSCIENCE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, ADVICE, OR MARKETING CONTENT CREATES ANY ADDITIONAL WARRANTY.

10.3 Research-use disclaimer.

NO WARRANTY IS MADE THAT RESULTS OBTAINED USING THE EQUIPMENT WILL BE SUITABLE FOR ANY SPECIFIC RESEARCH, CLINICAL, DIAGNOSTIC, OR REGULATORY PURPOSE. CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING FITNESS FOR ITS INTENDED USE.

11. Limitation of Liability

11.1 Aggregate cap. ConductScience's aggregate liability arising out of or relating to this Agreement, regardless of the form of action, is limited to the amount paid by Client for this Agreement.

11.2 No consequential damages.

IN NO EVENT SHALL CONDUCTSCIENCE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, LOSS OF SAMPLES, LOSS OF EXPERIMENTS OR PUBLISHED RESULTS, PUBLICATION OR GRANT-DEADLINE DELAYS, LOST PROFITS, OR EQUIPMENT DOWNTIME, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Essential purpose. The limitations in this §11 apply even if any exclusive remedy fails of its essential purpose.

12. Regulated Use & Compliance

12.1 GLP / GMP / FDA 21 CFR Part 11. If Client uses the equipment in a regulated environment, Client is solely responsible for IQ/OQ/PQ validation, revalidation following any firmware or software update, and ongoing regulatory compliance. ConductScience makes no representation that the equipment as shipped meets any specific regulatory framework unless expressly stated on the order.

12.2 HIPAA and protected health information. ConductScience does not access, process, or store Protected Health Information ("PHI") in the course of service delivery. If Client's use involves PHI, Client must anonymize or de-identify data before any support session or depot return. A separate Business Associate Agreement is required if PHI access is unavoidable; no BAA is included in this Agreement.

12.3 Controlled and export-regulated data. ConductScience does not accept Controlled Unclassified Information, ITAR-controlled data, or other export-regulated or government-controlled research data under this Agreement. Separate security terms are required.

12.4 Export control and sanctions. Client represents that Client is not a Restricted Party under the lists maintained by the US Office of Foreign Assets Control (OFAC), Bureau of Industry and Security (BIS), or Department of State. Remote support sessions, firmware updates, and equipment shipments are performed in compliance with US export regulations (EAR, ITAR). Client is responsible for import compliance in Client's jurisdiction. If Client is or becomes a Restricted Party, ConductScience may suspend service without refund.

13. Public-Sector Buyer Provisions

This §13 applies only to Clients that are US federal agencies, state or local government entities, or public universities.

13.1 Non-appropriation. Client may terminate this Agreement at the end of its fiscal year if funds are not lawfully appropriated for continued performance, with refund of the unearned portion per §1.6 (activation fee per §1.5 remains non-refundable). Client must provide written notice no later than sixty (60) days before the fiscal year end.

13.2 Governing law fallback. If the Illinois governing-law and venue clause in §15 is unenforceable against Client under applicable law, the parties agree that the law of Client's home jurisdiction applies, excluding its conflict-of-laws rules; venue follows governing law.

13.3 Sovereign immunity. Nothing in this Agreement waives Client's sovereign immunity except to the extent Client's enabling statute allows.

13.4 Federal indemnification. For federal Clients subject to the Anti-Deficiency Act (31 U.S.C. § 1341), any obligation by Client to indemnify ConductScience is inapplicable to the extent it would violate the Act.

13.5 Liability cap fallback. If the liability cap in §11 is unenforceable against Client, ConductScience's liability remains limited to the amount paid for this Agreement to the maximum extent permitted by applicable law.

14. Add-Ons (Quoted Separately)

The following services are available as add-ons and are not included in any ConductCare plan:

- **Calibration Certificate** — annual traceable calibration with written certificate, priced per unit per year
- **On-Site Support** — technician visit for commissioning, validation, hands-on training, or non-depot repair; quoted at day rate plus travel
- **Extended customization** — custom software, integration, or workflow development beyond the §3.2 discount; quoted per scope

15. General Terms

15.1 Payment. The **full Agreement fee for the entire initial term** is invoiced on issuance of the Client purchase order or execution of this Agreement, whichever is earlier, as a single upfront invoice. No further invoices are issued for the initial term. Each renewal period under §1.1 is invoiced on the renewal date, again as a single upfront invoice covering the full renewal term. All invoices are due **Net fifteen (15) days** from invoice date. ConductScience may charge **one and one-half percent (1.5%) per month**, or the maximum permitted by law if lower, on any overdue balance, compounded monthly from the original due date. Any discount on the order is conditional on on-time payment; late payment forfeits the discount retroactively.

15.2 Suspension for non-payment. If any invoice is more than fifteen (15) days past due, ConductScience may **suspend all services**—including ticket response, depot repairs, shipping of parts, and remote support—without notice and without affecting Client's obligation to pay all fees owed. Suspension for non-payment does not toll the earned-fee schedule in §1.6 and does not entitle Client to any refund or credit.

15.3 Attorneys' fees. In any action or proceeding to enforce or interpret this Agreement, the **prevailing party is entitled to recover its reasonable attorneys' fees, expert witness fees, court costs, and collection costs**, in addition to any other relief awarded.

15.4 Governing law and venue. This Agreement is governed by the laws of the State of Illinois, without regard to conflict-of-laws rules. Venue for any dispute is Cook County, Illinois, subject to the fallback in §13.2 where applicable.

15.5 Notices. Notices under this Agreement are effective when sent by email to the contact address on file, with a copy to accounts@conductscience.com.

15.6 Assignment. This Agreement is **not transferable by Client**, in whole or in part, by operation of law or otherwise, without ConductScience's prior written consent, which may be withheld at ConductScience's discretion. Any purported assignment in violation of this §15.6 is void. Change of control, merger, or acquisition of Client is deemed an assignment and requires written consent. **ConductScience may assign this Agreement freely**, in whole or in part, to any affiliate, successor, or in connection with any merger, acquisition, reorganization, or sale of assets, upon written notice to Client.

15.7 Cure period. Material breach carries a thirty (30)-day cure period unless otherwise specified in this Agreement. **Non-payment is subject to immediate termination under §1.3(b) without a cure period.**

15.8 Confidentiality. Each party will protect the other's non-public information shared during service delivery with the same care it uses for its own confidential information, and not less than reasonable care.

15.9 Force majeure. Neither party is liable for failure or delay caused by events beyond its reasonable control, including acts of God, war, terrorism, labor action, supplier failure, epidemic, pandemic, government action, chip or parts shortages, or interruption of utilities or carriers. Client's payment obligations are **not** suspended or excused by force majeure except to the extent Client's banking system is itself rendered unavailable.

15.10 Severability. If any provision is held unenforceable, the remainder of this Agreement remains in full force.

15.11 Entire agreement. This Agreement is the entire agreement between the parties regarding its subject matter and supersedes all prior proposals, marketing, and correspondence.

16. Signatures

ConductScience, Inc.

Client

Authorized Signature

Authorized Signature

Name / Title

Name / Title

Date

Date

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