

Service Agreement

This Service Agreement ("SA") is for use when The Regents of the University of Michigan ("UM") acting through the Battery Lab , is providing the services set forth in the quote(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 (“Effective Date”), and will be effective until terminated by either party in a written notice to the other (“Termination Date”). Exhibit A may be modified from time to time within this two year period with each acceptance of quote by Customer. By its authorized signature below, Customer hereby agrees to the following terms and conditions:

2

1. The Customer may transfer to UM tangible research material for use under this Agreement ("Research Material").
2. The Research Material will be used at UM by the Battery Lab solely to perform the services requested by the Customer shown by the quote(s) in Exhibit A of 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.

1. 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 established rates and any subsequent updates to those rates as established in the quote(s) of Exhibit A and payable by Customer to the Regents of the University of Michigan. PLEASE NOTE:

2

A valid Purchase Order or other written request issued by Customer must be received by the Battery Lab prior to 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 terms and conditions associated with Purchase Order or written request will be consider null and void. 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.

1. 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 by the Battery Lab and Customer established quotes.

1. 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.
2. 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, except as described above, Exhibit A may be modified without a document signed by all parties when Customer accepts any additional quote as provided by the Battery Lab.

AGREED:

Name of person responsible for ensuring payment:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Please Print)

Signature and Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note:

For a detailed list of available services/supplies, or to request quotation, please contact Greg Less at gless@umich.edu.

Exhibit A

Incorporates all quotes provided to customer by the UM Battery Lab

within the specified time period of this agreement.