



VUV Analytics, Inc.
Equipment Loan for Academic Purposes-
General Terms and Conditions

Definitions

VUV Analytics Inc. – a Delaware corporation and manufacturer of the VGA-100 detector

Grantee – The academic institution/individual lead chosen by VUV Analytics Inc. to receive the Loaned Detector

Loaned Detector – The VGA-100 unit provided by VUV Analytics Inc. to Grantee at no cost and related manuals and peripherals, subject to these General Terms and Conditions

No-cost loan – No payments are required to be made by Grantee to VUV Analytics Inc. during the grant period

Overview

VUV Analytics Inc. will gather proposals from academic institutions in the United States during the period from 3/18/2015 to 5/1/2015, and will then select one institution to receive a Loaned Detector on a no-cost loan basis. The Loaned Detector will be made available for use by the selected academic institution for six months, or one full academic semester, whichever term is shorter. At the end of the grant term, the Grantee consents to allow VUV Analytics Inc. to reclaim the Loaned Detector and grants VUV Analytics Inc. with access to research findings and data that were developed by Grantee or its employees, researchers and students to the extent reasonably requested by VUV Analytics Inc. for use in its marketing and promotional materials, and VUV Analytics Inc. shall be permitted to use the name of Grantee in such materials. In addition, the Grantee shall identify at least one professor or senior researcher who will serve as a reference source and accept reference calls from customers and prospective customers of VUV Analytics Inc. concerning the use and analytical efficacy of the VGA-100.

Obligations of VUV Analytics Inc.

VUV Analytics Inc. will be responsible for delivering the Loaned Detector to Grantee. VUV Analytics Inc. will also perform on-site installation of the Loaned Detector and will provide an operational training overview of the VGA-100. Lastly, VUV Analytics Inc. will remove and transport the Loaned Detector upon the expiration of the grant term.

Obligations of the Grantee

The purpose of this equipment loan is to promote the use of novel Vacuum Ultraviolet Technologies. As such, the Grantee agrees to share with VUV Analytics Inc. the data derived from its use of the Loaned Detector for use by VUV Analytics Inc. in promotional and marketing materials. The Grantee also agrees to appropriate



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acknowledgement of support in any peer-reviewed publications resulting from its use of the Loaned Detector.

Additional Terms and Conditions

1. The Grantee shall keep and maintain the Loaned Detector during the terms of the grant term at its own cost and expense. The Grantee shall keep the Loaned Detector in a good state of repair, normal wear and tear excepted.
2. The Grantee shall pay VUV Analytics Inc. full compensation for any replacement and/or repair of the Loaned Detector if it is lost or stolen, or if it is damaged and in need of repair, to put it into the same condition as it was in at the time of the initial loan, normal wear and tear excepted. VUV Analytics Inc.'s invoice for replacement or repair will be conclusive as to the amount that the Grantee shall pay under this paragraph for repair or replacement.
3. The Grantee shall not remove the Loaned Detector from the location of its initial installation at Grantee's institution without the prior written approval of VUV Analytics Inc. The Grantee shall inform VUV Analytics Inc. upon demand of the exact location of the Loaned Detector while in Grantee's possession.
4. Acceptance of the returned Loaned Detector by VUV Analytics Inc. does not constitute a waiver of any rights that VUV Analytics Inc. has under these terms and conditions.
5. The Grantee shall allow VUV Analytics Inc. to enter the Grantee's premises where the Loaned Detector is stored or used at all reasonable times to locate and inspect the state and condition of the Loaned Detector. If the Grantee is in default of any of these terms and conditions, VUV Analytics Inc. and its agents may, at any time or times and at the Grantee's risk, cost and expense, enter the Grantee's premises where the Loaned Detector is stored or used and recover the Loaned Detector.
6. The Grantee shall not pledge or encumber the Loaned Detector in any way. VUV Analytics Inc. may terminate the equipment loan immediately upon discovery of any such pledge or encumbrance.
7. VUV Analytics Inc. makes no warranty of any kind regarding the Loaned Detector, except that VUV Analytics Inc. shall replace the detector with an identical unit if the detector fails to operate in accordance with VUV Analytics Inc. specifications and operation instructions. Such replacement shall be made as soon as practicable after the Grantee returns the non-conforming equipment to the possession of VUV Analytics Inc.
8. The Grantee shall indemnify and hold VUV Analytics Inc. harmless for all injuries or damage of any kind relating to the Grantee's use of the Loaned Detector or for the return of the Loaned Detector to VUV Analytics Inc., including consequential and special damages.
9. The Grantee shall pay all reasonable attorneys' and other fees, expenses and costs incurred by VUV Analytics Inc. in protection of its rights under these



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terms and conditions and for any action taken by VUV Analytics Inc. to collect any amounts due VUV Analytics Inc. hereunder.

10. These terms and conditions are accepted by the Grantee upon its acceptance of the Loaned Detector.



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