

## UNIVERZITA PALACKÉHO V OLOMOUCI Křížkovského 8

771 47 Olomouc

ID: 61989592 VAT No.: CZ61989592

#### Purchase Order No.: 4516000430 Date of 18.3.2021

**Invoicing Address** 

Univerzita Palackého v Olomouci

Lékařská fakulta

Hněvotínská 3

**Olomouc** 771 00

**IBAN:** SWIFT:

Ship to address:

MUDr. P. Dzubak, PhD

**IMTM** 

Hnevotinska 5 779 00 Olomouc

Czech Republic

Vendor:

FUJIFILM Wako Chemicals U.S.A.

Corporation

5405 Morehouse Dr., Ste 110

92121 San Diego

USA

Vendor No.: 26046

Disposed: Jiří Krajča

Phone No.: 585632111 E-mail recepce.umtm@upol.cz

**Delivery date is** 21 days after the effective date

Please state our purchase order number on your invoice

		Currency of order: USD
Text	Qty	Total Price
Support and Maintenance	1.000 PC	64,515.00

We would like to order Support and Maintenance of Yokogawa CV7000 according enclosed proposal WA090321-1.

Total price: 64 515,00 USD.

Total order value: 64,515.00



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Further contractual arrangements:

1. Persons acting on behalf of the Purchaser and the Supplier declare that they are entitled to pertinent legal acts on behalf of the respective contracting party under this contractual relationship.

2. In the event of delay in delivery of ordered performance on part of the Supplier, the Purchaser is entitled ipso jure to

withdraw from this order due to the fact the Purchaser has no interest in delayed performance.

- 3. The Supplier acknowledges that the Purchaser is obliged to publish contracts with the price/value of the subject of over 50 000,- CZK without VAT, including offers and their acceptances in the Register of Contracts according to Act no. 340/2015 Coll., On Special Conditions of Effect of Certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended. The Supplier can verify the publication of the contract on the website https://smlouvy.gov.cz, and if the supplier provides its e-mail address, he will be informed about the publication in a message. This contract comes into effect and it is possible to perform according to its terms only after the publication of the contract in the Register of Contracts.
- 4. The Supplier declares that this order and its appendices do not include data, which are subject to trade secret or any confidential information or statements, whose publication would result in an unauthorized interference with the rights and obligations of the Supplier, its representatives or employees. Nevertheless, in the event that the publication of the contract results in an unauthorized interference with the rights and obligations of the Supplier, its representatives or employees, the Supplier is responsible for the harm caused to him and its own representatives or employees.

5. The contractual parameters set by this order cannot be changed in other form than in the form the offer and acceptance were made

6. The contract between the Purchaser and Supplier includes no arrangements which are not explicitly stated in this order and its appendices.

7. Acceptance of the order by the Supplier with an addendum, reservation, limitation or other change, even though it does not substantially alter the terms of an order (offer), is excluded.8. The above stated price is final, and includes all costs of the Supplier associated with the performance of the present order.

We confirm the acceptance of the order and we agree to the aforementioned conditions

Date of confirmation:

David Lorenz Sales Director 19 March 2021

Signature and stamp

Send the confirmed order immediately back.



Quote Number: WA090321-1 Quote Date: 09 March 2021 Expiration Date: 31 March 2021

Institute of Molecular and Translational Medicine (IMTM)
Palacky University
Olomouc
Czech Republic

Yokogawa CV7000 Service Contract (11 Months)

Wako Automation Div. Fujifilm Wako Chemicals USA Corp. 5405 Morehouse Dr., Ste 110 San Diego, CA 92121 USA



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Contacts

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# 1 FUJIFILM WAKO AUTOMATION

- We are a subsidiary of Fujifilm, a global group of companies in the photo imaging, medical systems, graphics systems and healthcare industries.
- Wako Automation has a proven track record of successful imaging platform implementations with industrial entities, academic centers, and government institutions such as Max Planck Institute, University of Dundee, Ksilink, University of Zurich, Harvard Medical School, National Institutes of Health, University of California San Diego, US Food and Drug Administration.

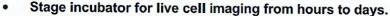


# 2 BACKGROUND CV7000 IMAGING SYSTEM

2.1 Yokogawa CV7000 System

Drug discovery assays using live cells require high throughput to shorten the drug discovery period and increased accuracy through the detailed analysis of large amounts of cell data. If priority is given to image-capturing speed and a low power objective lens is used, images of a wide area can be

taken, but resolution will be reduced, making it difficult to observe detailed phenomena in the cells. The use of an objective lens with high magnification and a narrow field of view to observe detailed cell conditions requires an enormous number of images and can be time consuming. Drug discovery support systems may require both wide-view and high-resolution imaging. The CV7000 is the fastest live cell confocal system on the market and includes an optimized CSU-W1, its unique microlens-enhanced Nipkow spinning disk, specifically designed for the CV7000, providing the highest image quality available for a multiwell imager.



- High sensitivity, wide view camera: sCMOS camera X3, 2560x2160 pixels, 16.6x14mm view area, 6.5micron pixel size, cooled to -20°C.
- Four (4) imaging modes (automated switching control)
   Confocal, Epifluorescence, Phase contrast, and bright field modes
- Automated dispenser for kinetic assays
- Objective lens: Max. 6 lenses (automated switching control)
- Water immersion lens system: Auto water supply & aspiration with water spill safeguard design

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## 3 YOKOGAWA CV7000 SERVICE PLAN

This plan provides complete coverage for the proper maintenance and support of the Yokogawa CV7000 system installed at the location specified in Appendix A.

All parts, labor (normal business hours) and travel expenses during the effective dates of the plan are covered.

## 3.1 Included Coverage

#### 3.1.1 Parts

All non-consumable parts and supplies, including cameras, lasers, lenses and electronics are covered by this service plan.

#### 3.1.2 Labor

Labor for travel and service calls is included for repairs during normal working hours. Field service engineer will be on-site within 2 business days of the determined need for a service visit.

#### 3.1.3 Software Updates

Updates to the latest version of the control software are provided while the service contract is valid.

#### 3.1.4 New Plate Definitions

New plate definitions are provided during the valid dates of the service contract.

#### 3.1.5 Phone and Email Support

Unlimited phone support and on-site service requests are provided. Remote support is provided with the service contract.

#### 3.1.6 Preventative Maintenance

Preventive maintenance (PM) is provided with the service contract. One preventative maintenance trip per year is included (parts & labor)

## 3.2 Excluded Coverage

#### 3.2.1 Consumables

Tips, plates and reagents used with or in conjunction with the CV7000 are excluded from coverage under this plan.

#### 3.2.2 Improper usage

Damage due to usage outside the recommended operational parameters of temperature, humidity, dust and location is excluded from coverage. Damage resulting from movement of the system or relocation of the system without written agreement from Wako Automation is excluded. Movement or relocation of the system is specifically not covered in this agreement.



### 3.2.3 Malicious Software Damage

Damage by malware and computer viruses is excluded.

### 3.2.4 Force Majeur

Damage due to, or arising from: fire, accident, acts of God, acts of public enemy, war or labor dispute is excluded from coverage.



# **4 PREVENTIVE MAINTENANCE**

Preventive maintenance is important to keep the CV7000 system functioning properly. The preventive maintenance applies to both the imaging functions and hardware.

# 4.1 Preventive Maintenance - Imaging Functions

Inspection and readjustment of the mechanisms and optics to maintain optimum performance.

Items	Contents	
Update of software	Measurement software updates released 2X/year	
Laser Power	Measurement and adjustment	
Optics	Measure and adjust pixel registration gap between	
	cameras	
	Shading check	
	Bright field check	
XY Stage	Measure repeat precision of XY stage	
Autofocus	Error curve test	
Dispenser droplet	Measure with a chemical balance	
volume*1		
Stage incubator	Measure temperature within the stage	
	Confirm stability of CO <sub>2</sub>	
Incubator*1	Measure temperature at 3 locations within the stage	
	by precision thermometer	
Horizontal placement	Confirm XY-stage inclines using a level	
check		
Plate registration *2	Register additional plate types	
Function check	Confirm software versions	
	Run a single plate operation to confirm normal function	



### 4.2 Preventive Maintenance - Hardware

Inspection of hardware, such as fan cleaning and utility supplies to prevent problems.

Items	Contents	
Inner cleaning	Inner dusting, and inner cleaning of the incubator	
External cleaning	Dusting of top roof and clean the fan	
Optical parts	Clean optical parts such as mirrors and lenses	
Wiring and tube	Connection check of all connectors	
Drives	Grease up, if necessary	
	Confirm coupling, positional sensors and limit sensors	
Air supply	Check tubing and joints	
Vacuum pickup	Filter cleaning	
Ionizer	Electrode cleaning	
Thermosensor	Confirm display values	
Humidity sensor	Confirm display value	
Exhaust fan	Confirm exhaust and exchange filter	
Halogen lamp	Confirm power output	
Workstation	Data cleaning of the hard disk	
Power source	Confirm voltage, PE conduction and earth leakage breaker	
Function check	Confirm software version	
	Run a single plate operation to confirm normal function	
Emergency stop	Confirm emergency stop operation	

# 4.3 Customer Responsibilities

The customer is responsible for providing all materials and supplies for testing (if required). This includes microtitre plates, reagents, wash fluids, etc. Customer is also responsible for providing access to normal labware such a pipettes and balances.

The customer is responsible for operating the equipment according to the procedures outlined in the user manual.

## 4.4 Exclusivity of Services

FUJIFILM Wako Automation is the leading global provider of Yokogawa automated confocal microscopic solutions. We provide a comprehensive service and support for the microscopic platform Yokogawa CV7000 which is installed at Palacky University Olomouc, Institute of Molecular & Translational Medicine. Since the time of the installation the hardware repairs are fully covered by a service agreement, including the software support and updates to the latest developments.

No other company is authorized to do service on Yokogawa CV7000 microscopic platform.



### **5 SERVICE CONTRACT PRICING**

CV7000 Service Contract pricing is offered for eleven (11) months from January to December 2021. Discounted pricing is based on purchase before the current service plan of the CV7000 has expired.

Item	Description	Price (USD)
1	Service Plan for CV7000 system, one (1) year starting from end of current plan coverage. Includes all parts and labor with two (2) PM visits. Response time of 48 hours from service request. On site within 3 business days.	
2	Less Discount	-\$12,420
3	Service Plan - One (1) Year	\$70,380
4	Pro-Rated Amount for Eleven (11) Months - January - December 2021	\$64,515

### 5.1 Service Contract Effective Dates

**Current Contract:** 

Start Date:

1 December 2020

**Expiration Date:** 

31 December 2020

**New Contract:** 

Start Date:

1 January 2021

**Expiration Date:** 

31 December 2021

Note the special term of this contract, as requested by the IMTM.



### **6 TERMS AND CONDITIONS**

### 6.1 Prices

All prices are in USD (\$)
Taxes and VAT are not included.

# 6.2 Payment terms

Payment is net 30 days upon receipt of invoice. Standard Fujifilm Wako Chemicals USA terms and conditions apply.

# 6.3 Coverage

All parts, labor and travel expenses for components are included in the quote, except for items in Section 3.2.

# 6.4 Service and Support

Service and support is supplied through Fujifilm Wako Automation engineers based in France and Germany. Response is 48 hours to an inquiry, on-site within 72 hours.



## 7 APPENDIX A

#### 7.1.1 Equipment Location

Palacky University
Institute of Molecular and Translational Medicine
Hnevotinska 5, 77515
Olomouc, Czech Republic

Attention: Petr Dzubak Phone: +420-604851158 E-mail: dzubakp@gmail.com

### 7.1.2 Equipment Model

Yokogawa CV7000 System Serial Number: KZM600006