

Dragonfly Systems Gold Service Plan

This Dragonfly Gold Service Plan (the “Service Plan”) sets out an overview of the services you, the customer, can expect to receive for Andor Dragonfly products, including Andor cameras supplied with Dragonfly products, and Andor Photostimulation products such as Mosaic, MicroPoint and DSD (subject to specific terms).

1. Summary

This Service Plan includes:

- helpdesk support for issues associated with the operation and maintenance of goods as covered by this Service Plan;
- an aim to provide on-site response to service requests within 2 Business Days¹;
- one annual preventative maintenance visit in any 12-month period²;
- repair or replacement of all goods covered under this Service Plan (as Andor deems appropriate) at no additional charge; and
- access to Andor software updates for the duration of this Service Plan³.
- 12 hours of remote application support from an Andor applications scientist.

¹ If not repairable on-site, a replacement product may be provided (using new or refurbished stock at Andor’s discretion), or if the product needs to be returned for repair, an alternative similar product may be offered on a temporary basis (“Business Days” is defined in section 2 below).

² Excludes Active Photostimulation products such as Mosaic, MicroPoint, and DSD, unless these products are sold as part of a system containing an Andor Laser Combiner and/or an Andor Confocal Spinning Disk unit.

³ Software updates are provided for Fusion and Imaris Quantify only. Updates to other Imaris software modules or packages may be acquired separately. Andor shall be under no obligation to provide updates for any third-party software.

In order to ensure availability, a Service Plan should be purchased during Andor’s standard warranty period for the goods to which the Service Plan is intended to relate. The availability of a Service Plan will otherwise be subject to the prior inspection of the relevant goods as detailed in section 10 below.

This Service Plan should be read in conjunction with Andor’s Standard Terms and Conditions of Service (“Terms”), which can be accessed via the following link:

[standard-terms-and-conditions-of-service-ltd.pdf \(oxinst.com\)](#)
[standard-terms-and-conditions-of-service-inc.pdf \(oxinst.com\)](#)

Terms used in this Service Plan which are not defined in this Service Plan shall have the meaning ascribed to them in the Terms.

2. Support Request

2.1. Service Description

Andor’s Technical Support team will endeavour to provide remote technical assistance for issues associated with the operation and maintenance of all goods covered under this Service Plan (“Technical Support”) and will act as the single point of contact for such Technical Support.

Requests for Technical Support can be made at any time via the following link: <https://andor.oxinst.com/support/> (“Support Request”).

Andor shall endeavour to respond to a Support Request (by telephone or email) within 1 Business Day of receipt of a Support Request (“Initial Response”). For the purposes of this Service Plan, “Business Day” means a day other than a Saturday, Sunday or public holiday in UK or US.

For the avoidance of doubt, the Initial Response timeframe is not a guarantee that the issue will be resolved within this timeframe.

2.2. Technical Support

As may be necessary following an Initial Response, Andor’s Technical Support team will endeavour to:

- diagnose routine hardware/software problems;
- troubleshoot problems using diagnostic utilities;
- advise on how to detect and resolve hardware related problems;
- advise on issues requiring hardware replacement;
- perform root cause analysis of incidents (at Andor’s discretion);
- provide software corrective content (at Andor’s discretion);
- provide regular updates on case progress; and
- provide case resolution and agree on case closure.

Diagnostic actions may require an internet connection to facilitate remote software control of goods. Failure to provide an internet connection for this purpose may delay the resolution of your Support Request.

If Andor’s Technical Support team determines that a component part should be returned to an Andor Service Repair Centre (as set out at section 6.6 of the Terms), Andor will allocate a Return Material Authorisation (RMA) number and notify you via e-mail of both the RMA number and the appropriate return location for the component part.

To ensure the safety of Andor employees, you must complete an online decontamination form prior to the return of the goods, this form can be accessed via: <https://andor.oxinst.com/support/decontamination-form>.

2.3 Remote Application Support

Andor shall provide remote support from an Andor application scientist to advise you on the best ways and means of using the Dragonfly platform for your application. This remote session is scheduled through the Andor technical support team, which will be scheduled for 2-hour minimum increments (not to exceed 12 hours in total.)

3. On-site Visits

3.1. On-site Support and Repairs

Following the Initial Response, if Andor determines that an on-site visit is necessary to investigate a fault or carry out a repair, Andor shall endeavour to be on-site within 2 Business Days of determining an on-site intervention is required.

Whilst Andor endeavours to be on-site within 2 Business Days, this may not always be possible and Andor shall have no liability in relation to the date on which it is able to make an on-site visit.

All travel, accommodation and engineer subsistence costs shall be borne by Andor.

3.2. Annual Maintenance Visit

Andor shall provide one annual preventative maintenance visit in any 12 month period during the existence of a Service Plan for certain goods. Andor will agree a mutually suitable date for such visit with you. All travel, accommodation and engineer subsistence costs shall be borne by Andor.

4. Software Entitlement

During the Service Plan you will receive Fusion and Imaris Quantify software updates as and when they are made available by Andor. Additionally, you will have access to the Imaris Support Team for technical and application support.

Imaris Quantify consists of “Imaris Core” and “Imaris Measurement Pro” modules. No other Imaris software modules (added separately or included in an Imaris upgrade) are covered by this Service Plan. Updates to other Imaris software modules or packages may be acquired through a separate Software Maintenance Agreement.

Andor shall be under no obligation to provide software updates for any third-party software.

5. Andor Responsibilities

Andor is responsible for:

- providing access to the Andor helpdesk. The helpdesk is accessible via the following link: <https://andor.oxinst.com/support/>. Andor can also be contacted by telephone (regional support contact details are available via the following link: <https://andor.oxinst.com/support/#support-centre-map>);
- assigning a unique reference number from its case tracking system when you raise a Support Request and recording the time the report was received; and
- the costs of returning a repaired good to you using a method and logistics carrier selected by Andor. For the avoidance of doubt, Andor’s responsibility for risk to the goods is limited to the period of acceptance of the goods for repair at the relevant Andor Service Repair Centre until the time Andor ships the repaired goods to you. Andor does not guarantee the arrival time of a replacement (or repaired) goods.

6. Customer Responsibilities

You will be responsible for:

- the costs and risks of returning the goods for repair to Andor, including the applicable duties, taxes, and any other charges associated with the importation of the repaired goods into the country of destination;
- using the specifically assigned RMA number(s) provided by Andor when returning any goods;
- ensuring that the goods are free from contamination and completing an online decontamination form prior to the return of any goods;
- adhering to packing instructions provided by Andor (including anti-static precautions) when returning the goods to Andor;
- putting repaired or replaced goods into service if on-site installation has not been agreed;
- downloading and installing new software releases.

7. Performance Management

If you have a concern or complaint regarding the performance of this Service Plan, you may submit a support request within the support area of Andor’s website and selecting “Complaint” on the dropdown menu via the following link: <https://andor.oxinst.com/support/>.

Andor shall deal with and seek to resolve substantive complaints at a management level.

8. Assumptions

To ensure safety of Andor employees, Andor will not commence work on returned goods until Andor has received a completed decontamination form from you (see section 2.2 above).

Andor will reject returned goods that do not clearly display the relevant RMA number (see section 2.2 above).

Unless Andor agrees otherwise, the replacement, or repaired goods will be at the current minimum hardware, firmware and software release levels, as they are made generally available by Andor. Any replacement or repaired goods shall be warranted by Andor for the remainder of the applicable Service Plan.

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In the case of a multi-year Service Plan, the availability of Andor services after year one is subject to Andor End of Life (EOL) and Manufacturer Discontinued (MD) policies: <https://andor.oxinst.com/support/obsolescence-policy>.

9. Exclusions

Andor sensors undergo a quality control assessment at the time of the microscopy system manufacture. However, if you require sensor replacement despite Andor reasonably determining otherwise, you will be liable for the cost of the replacement sensor. The labour required for replacement will be covered under this Service Plan.

In addition to the above, the following is expressly excluded from this Service Plan:

- root cause analysis, the provision of fault reports, repair time/performance metrics, or hardware upgrades; and
- items considered by Andor to be consumables, including but not limited to the following items: cables, fibre optics, and filters.

If, in the judgment of Andor, any returned goods have been damaged by misuse, accident, modification, failure to maintain proper physical or operating environment or improper maintenance, Andor shall have no obligation to deliver the Service Plan in relation to such returned goods, and Andor will contact you to agree which of the following will be the most appropriate course of action:

- scrapping of the defective goods at your expense; and/or
- returning the defective un-repaired goods to you at your expense; and/or
- replacing the defective goods (in which case, Andor will invoice you the full replacement cost of the goods at the current Andor list price or any applicable contracted price).

10. Renewals

A request to renew a Service Plan (whether for annual cover or multi-year cover) may be made at any time prior to the expiry of an existing Service Plan.

The availability of a Service Plan for goods with an expired standard warranty period or without a current Service Plan will be subject to an onsite test and inspection visit by Andor at your expense (a quotation can be provided on request). Any faults in the goods identified by Andor must be rectified prior to commencement of the Service Plan or the goods will be deemed to be excluded from the Service Plan.