

AGREEMENT

This Agreement is by and between Wichita State University, a state educational institution of Kansas, located at 1845 Fairmount, Wichita, Kansas 67260-0093 ("WSU"), and MTS Systems Corporation, a company located at 14000 Technology Drive, Eden Prairie, MN 55344.

WHEREAS, WSU uses Load Frames, Controllers, Software, Environmental Chambers, Hydraulic Grips, Compression Platens, Hydraulic Power Units, Extensometers, and Upgrades thereof at WSU's National Institute of Aviation Research, to support academic research and to provide testing services; and

WHEREAS, WSU wishes to acquire a multi-year Non-Exclusive Contract for the Purchase of Load Frames, Controllers, Software, Environmental Chambers, Hydraulic Grips, Compression Platens, Hydraulic Power Units, Extensometers, and Upgrades thereof; and

WHEREAS, MTS Systems Corporation provides a wide variety of quality, Load Frames, Controllers, Environmental Chambers, Hydraulic Grips, Compression Platens, Hydraulic Power Units, Extensometers, and Upgrades thereof used for testing purposes; and

WHEREAS, MTS Systems Corporation also provides training and consulting services used in academic and aerospace research; and

WHEREAS, WSU and MTS Systems Corporation agree that it is in their mutual best interest to put the terms of their agreement and understanding in writing; and

NOW THEREFORE, in consideration of the above premise and the individual and mutual promise of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto:

1 General Understandings.

- 1.1. MTS Systems Corporation shall provide, Load Frames, Software, Controllers, Environmental Chambers, Hydraulic Grips, Compression Platens, Hydraulic Power Units, Extensometers, and Upgrades thereof items as listed in their current Aerospace testing solutions catalog and required by WSU at agreed upon discount(s) and shipping.
- 1.2. MTS Systems Corporation shall provide Training, Consulting Services, and Aerospace testing solutions as required by WSU at agreed upon discount structure (individually and collectively, the "Services").
- 1.3. WSU may expedite payments to MTS Systems Corporation by usage of a State of Kansas Business Procurement Card for orders of \$25,000 or less.

2 Contract Documents

- 2.1. Contract Documents The Contract Documents consist of the following:

- 2.1.1. This Agreement.
- 2.1.2. Attachment A: DA146a Contractual Provisions Attachment.
2.1.2a. Amended as follows: Notwithstanding any language to the contrary, MTS Systems Corporation's liability is limited to actual direct damages; in no event will MTS Systems Corporation be liable for any special, incidental or consequential damages or losses incurred by Customer or any third party for any reason.
- 2.1.3 Attachment B: Discount Schedule
- 2.1.4 Attachment C: End User Software License Agreement
- 2.1.5 Attachment D: Additional Terms and Conditions. These additional terms and conditions are incorporated herein; provided, however, that in the event any of the additional terms and conditions conflict with the language of this Agreement, the language of this Agreement shall control.

- 2.2. **Entire Agreement.** The entire agreement between MTS Systems Corporation and WSU consists of this Agreement, the Attachments listed above, and any contract modifications mutually agreed upon and in writing after execution of this Agreement.
- 2.3. **Conflicting Provisions.** In the event of any conflict, inconsistency or variation between this Agreement and the Attachments hereto, the inconsistency shall be resolved by giving precedence first to this Agreement, and then to the above documents in the order listed.
3. **Scope of Materials** - MTS Systems Corporation shall supply WSU with Load Frames, Controllers, Software, Environmental Chambers, Hydraulic Grips, Compression Platens, Hydraulic Power Units, Extensometers, and Upgrades thereof (individually and collectively, the "Materials").
4. **Contract Pricing and Payment Terms**
- 4.1. The contract discount structure for MTS equipment, services and aerospace testing solutions shall be as stated in the award document, Attachment B: "**Discount Schedule**" for this equipment and services: Test Systems, Testing Components and Sub- Assemblies, Software Support and Upgrades, Aftermarket Services & Products, as per "Discount Schedule" from MTS Systems Corporation. The pricing set forth in the Discount Schedule shall be effective from **October 1, 2024 until September 30, 2029.**
- 4.1.1 Shall be shipped F.O.B. Destination, Freight Prepaid and Added to Invoice.
- 4.1.2 Pricing is available to all of the Kansas Board of Regents Universities.
- 4.2 Invoices shall be mailed and/or emailed to:
- Payments shall be sent to:
- Lexi Campbell, Business Manager
1845 Fairmount Street
Wichita, Kansas 67260-0093
lexi.campbell@idp.wichita.edu
- MTS Systems Corporation
NW 5871
PO Box 1450
Minneapolis MN 55485-5871
- 4.3 Invoices shall include such supporting documentation as WSU may reasonably require. Invoices are due and payable by WSU within thirty (30) days of WSU's receipt thereof if Contract Business Procurement Card is not utilized. If WSU objects to all or any portion of an invoice, WSU shall notify MTS Systems Corporation in writing of WSU's objection (within thirty (30) days of WSU's receipt of the invoice) and shall timely pay that portion of the invoice not in dispute. WSU and MTS Systems Corporation shall cooperate in good faith to promptly resolve all invoice disputes.
- 5 **Choice of Law.** This agreement shall be governed by the laws of the State of Kansas, without regard to conflict of laws provision thereof, and litigation on contractual causes arising from this Agreement shall be brought only in that jurisdiction.
- 6 **Warranties.**
- All Material, and Services supplied, sold, leased or performed by MTS to or for WSU shall be new, unless otherwise expressly indicated; free from all material defects; manufactured, furnished and operate in compliance with applicable law, rules, regulations and industry accrediting organization standards and specifications; and conform to the documentation provided to Customer in connection therewith. MTS shall not breach or violate any express warranties in any material respect in connection with such Material or Services. Except as set forth in this section, MTS makes no warranty or representation of any kind, express or implied (including no warranty of merchantability or fitness for any particular purpose).

7 Notices.

Any notice or other telecommunication hereunder must be given in writing and either (a) delivered in person, (b) transmitted by facsimile transmission or other telecommunication mechanism or (c) mailed by certified mail, postage prepaid, receipt requested as follows:

MTS Systems Corporation
14000 Technology Drive
Eden Prairie MN 55344

Tel: 952 937 4000
Fax: 953 9374515

If to WSU, addressed to:

Wichita State University, General Counsel

1845 Fairmount, PO Box 205
Wichita, KS 67260-0205
Email: gc.contracts@wichita.edu
Telephone: 316-978-6791

Or to such other address or to such other person as either party shall have last designated by such notice to other party. Each such notice or other communication shall be effective: (i) if given by telecommunication, when transmitted to the applicable number so specified in (or pursuant to) this Section and an appropriate answer back is received; (ii) if given by mail, three days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid; or (iii) if given by any other means, when actually delivered at such address.

8 Assignment.

The parties to this Agreement do not have the right to transfer the Agreement, wholly or in part, to a third party without the written consent by the other party at the other party's sole and absolute discretion. However, the foregoing does not limit the employment of subcontractors or suppliers.

9 Confidentiality.

- 9.1 Without written consent of WSU (which consent shall not be unreasonably withheld), MTS Systems Corporation shall not divulge to third parties any information specific to the services performed under this Agreement.
- 9.2 MTS Systems Corporation shall inform WSU of any matters arising in performance of its obligations under this agreement which have been obtained or produced by the use of methods, procedures or specialized techniques developed by MTS Systems Corporation using WSU's confidential information provided, however, that WSU is subject to the Kansas Open Records Act and may be required to divulge any and all information necessary to comply with said Open Records Act.
- 9.3 Subject to the requirements of the Kansas Open Records Act or other applicable law, subpoena, or judicial or governmental process or order, WSU will not disclose to any person or entity any information or data fixed in a tangible medium and marked as the confidential or proprietary information of MTS, or any information disclosed as a result of the parties' discussions, and that should reasonably have been understood by WSU, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to MTS (hereinafter collectively referred to as "Confidential Information"). Confidential Information may be disclosed to the recipient under this agreement in written or other tangible form (including on magnetic media) or by oral, visual or other means. Confidential Information shall expressly include any and all information derived

from the Confidential Information, including residual mental impressions of such information. WSU shall treat such Confidential Information as confidential and proprietary to MTS, prohibit copying and use such Confidential Information only in connection with fulfilling its obligations under these Terms. WSU will not use MTS Confidential Information to assist in creating or attempting to create by reverse engineering or otherwise, the Source Code Programs, hardware designs or manufacturing processes from Materials provided or to make a new product or system, or repair any product or system except as necessary to support the use of any Materials supplied by MTS. WSU will return all Confidential Information to MTS upon completion of such obligations for its use, or upon MTS' request. WSU's obligations will survive the termination, cancellation or final payment of any or all Purchase Orders. All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or Software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for MTS in the production of any Materials or the performance of any Service sold, rendered or licensed hereunder, including any and all derivative works, will be and remain the sole property of MTS (or its licensors, if any) and MTS may use them for any purpose and for any other person or entity, including MTS. WSU will not reverse engineer any Materials. All software licensing will be governed by MTS' End User License Agreement.

10. DAMAGES.

MTS WILL NOT BE LIABLE FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, WITH THE EXCEPTION OF BODILY INJURIES, DEATH OR DAMAGE TO TANGIBLE PROPERTY TO THE EXTENT DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MTS, ITS EMPLOYEES, REPRESENTATIVES OR VICARIOUS AGENTS. IN NO EVENT SHALL MTS, ITS EMPLOYEES, REPRESENTATIVES AND VICARIOUS AGENTS BE LIABLE FOR ANY DAMAGES FOR OR RESULTING FROM LOSS OF OR DAMAGE TO DATA, LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS AND MTS FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COLLATERAL OR OTHER SIMILAR DAMAGES REGARDLESS OF THE THEORY OF RECOVERY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, RESTITUTION, RELIANCE, FAULT UPON CONTRACTING OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF MTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IF ANY REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE, OR IN ANY OTHER EVENT, MTS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF: (i) \$100,000.00, OR (ii) THE PURCHASE PRICE OF THE MATERIALS OR SERVICES AS TO WHICH THE CLAIM IS MADE. THIS LIMITATION APPLIES TO ALL MATERIAL AND SERVICES DURING AND AFTER THE APPLICABLE WARRANTY PERIOD. MTS IS WILLING TO SELL AND LICENSE THE MATERIAL AND SERVICES TO WSU ONLY IN RELIANCE UPON THESE LIMITATIONS. WSU ACKNOWLEDGES THAT THESE LIMITATIONS CONSTITUTE AN ESSENTIAL PART OF THE BARGAIN UNDERLYING THESE TERMS AND HAVE BEEN REFLECTED IN THE PRICES, FEES AND OTHER CONSIDERATION SPECIFIED IN THESE TERMS AND MTS' PROPOSALS, QUOTATIONS AND OFFERS.

11. WSU Representation.

WSU hereby warrants and represents the execution, delivery and performance by WSU of this Agreement does not violate any provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or WSU's respective charter or by-laws or create a default under any agreement, bond, note or indenture to which WSU is a party or by which WSU is bound or to which any of WSU's property is subject; and WSU has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, as is a governmental entity or instrumentality thereof, WSU has complied with all laws and regulations relative to bidding or procurement of the services hereunder.

12. Term and Termination.

This agreement will commence as of October 1, 2024 and will terminate without notice on September 30, 2029 (the "Term"). This Agreement may be renewed upon written agreement by the parties. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party.

13. Order Cancellation/Termination.

If any order placed by WSU and accepted by MTS is canceled or terminated, WSU shall pay to MTS upon receipt of its invoice the amount for any completed or partially finished goods, as agreed in the contract less any costs saved due to the cancellation. WSU shall be entitled to terminate the contract by written notice with immediate effect in the event that WSU decides in their absolute discretion WSU does not wish to complete the order. Upon receipt of such notice, MTS shall immediately cease work and, at Customer's discretion, shall deliver to WSU the complete or partially finished goods.

14. Force Majeure.

Neither party shall be liable for delays or failures to perform (except for payment obligations) by reason of circumstances beyond their reasonable control, including interruptions in electronic communications, acts of God, delays of carriers, labor disputes (whether of the parties' own employees or the employees of third parties), raw material shortages, material increases in costs of raw materials, interference with transportation or receipt of the Materials or Services, or by reason of regulations or any other act of government authority. In such an event, the non-performing party shall notify the other party as soon as practical and shall keep the other party informed of any changes in the circumstances.

15. WSU Delay/Deemed Acceptance.

If scheduled shipment, factory acceptance testing, installation, or site acceptance testing, as applicable, is delayed thirty (30) days or more as a result of WSU's action or inaction, the Materials or Services, as applicable, shall be deemed to have passed factory acceptance testing or site acceptance testing, as applicable, and MTS shall be entitled to payment in full. If WSU uses the Materials installed at its facility for other than acceptance testing prior to formal acceptance, WSU shall be deemed to have accepted the Materials. If WSU fails through no fault of MTS to complete the installation, commissioning and/or acceptance, according to schedule, final payment will be due and payable to MTS.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date of the later signature below.

WICHITA STATE UNIVERSITY

DocuSigned by:
By: John Tomblin
03E690ECDDC24FB...

Name: John S. Tomblin, PhD.

Title: EVP for Research and Industry & Defense Programs

Date: 9/27/2024

DocuSigned by:
APPROVED AS TO
LEGAL FORM
Josephine Shabazz
ASSOCIATE GENERAL COUNSEL
B10A54BA0A8445F...

MTS SYSTEMS CORPORATION

Signed by:
By: Greg Pence
7E53E7612A094EC...

Name: Greg Pence

Title: Regional Sales Manager

Date: 9/27/2024

**CONTRACTUAL PROVISIONS ATTACHMENT****Wichita State University | DA-146a (Rev. 03-23) (Modified in Section 18)**

The parties agree that the following provisions are hereby incorporated into the agreement to which it is attached and made a part thereof:

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** The agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with the agreement shall reside only in courts located in Sedgwick County, Kansas.
3. **Termination Due to Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or the University to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and the University is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance:** The agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of the University, as defined in University policy.
7. **Arbitration, Damages and Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or the University have agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and the University shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any property in which Contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.).
13. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and the University to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.



14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of the University or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
15. **Privacy of Student Records:** Contractor understands that the University is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any request for or improper disclosure of University's student educational records.
16. **Export Control:** Contractor agree to comply with all U.S. Laws relating to the transfer, export, or re-export of technology and technical data, as defined in the export controls under the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations Parts 120-130 or the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774. The release of information to any employee or other person, who is not a U.S. Citizen or permanent resident, as well as to corporations or to any other entity, organization, or group that is not incorporated or otherwise organized to do business in the United States may require advanced written authorization from the appropriate U.S. agency. Contractor shall notify University in writing prior to disclosure of any technical data or other items subject to EAR or ITAR and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR.
17. **Certification:** Contractor certifies that to the best of its knowledge neither it nor any of their principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations §120.6, or otherwise declared ineligible for the award of contracts by any Federal agency. Contractor shall provide immediate written notice to the University if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
18. **Facility Access:** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's reasonable safety and security policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees to, upon request, include the University as an additional insured on its general liability insurance policy on a vicarious liability basis as respects Contractor's operations under this agreement and provide the University with a certificate of insurance.
19. **Accounts Receivable Set-Off Program:** If during the course of this contract Contractor is found to owe a debt to the State of Kansas, University payments to Contractor may be intercepted / set-off by the State of Kansas as set forth by law. Notice of the setoff action will be provided to Contractor. Pursuant to K.S.A. 75-6201 et seq., Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, Contractor shall credit the University's account showing payment has been made in an amount equal to the funds intercepted. K.S.A. 75-6201 et seq. allows the Director of Accounts and Reports to set off University payments to Contractor against debts owed by Contractor to the State of Kansas. Payments set off in this manner constitute lawful payment for services or goods received. Contractor benefits fully from the payment because its obligation to the State of Kansas is reduced by the amount subject to setoff.
20. **Sexual Harassment and Retaliation Prohibited:** In accordance with Kansas Executive Order 18-04, Wichita State University has policies prohibiting sexual harassment, discrimination, and retaliation. These policies provide for confidentiality and anonymous reporting. To view these policies or to make a report of sexual harassment, discrimination, or retaliation, please visit https://www.wichita.edu/about/policy/ch_03/ch3_06.php.
21. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.

Discount Schedule
State of Kansas Contract No. 10640
Valid Oct 1, 2024 to Sept 30, 2029

Test Systems	Discount	Delivery
Bio Systems Geo/Civil Systems Material Testing Systems Vehicle Systems	15%	As Quoted
Aero Structural Solutions -Aero Controllers -Data Acquisition Systems	15% 10%	As Quoted
Testing Components and Sub-Assemblies	Discount	Delivery
Actuators Hydraulic Distribution Systems Hydraulic Power Units Hydraulic Service Manifolds Load Frames	10%	As Quoted
Controllers and Controller Upgrades	15%	As Quoted
Software Support and Upgrades	Discount	Delivery
Software Upgrades (in addition to establish volume discounts)	15%	As Quoted
Software Maintenance Contracts	15%	
Aftermarket Service and Products	Discount	Delivery
Purchasing Plans	Per Service Catalog	As Quoted
Professional Services	10%	
Training	15%	
ReNew (Controller) Upgrades & Software	10%	
Extensometers	10%	
Grips & Fixtures	10%	
Furnaces & Chambers	10%	
Load Cells	15%	
Test Systems Components	15%	
Adapters	15%	
252.2X Servovalves (Min Qty-10)	25%	
201.XX Cylinder Assemblies (Min Qty-5)	30%	

<u>Domestic Remittances Instructions:</u> MTS Systems Corporation NW 5871 PO Box 1450 Minneapolis, MN 55485-5871	<u>Payment Terms</u> 0-\$99,999: Net 30 Days \$100,000+: 40% on order, 50% on shipment & 10% on installation
	<u>Shipping Terms:</u> C.P.T. Destination, Named Place, KS Freight Prepaid & Add

MTS Systems Corporation

END USER SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE MTS SOFTWARE. BY USING THE MTS SOFTWARE, THE CUSTOMER ("YOU") ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SOFTWARE. FOR MTS SOFTWARE INCLUDED WITH YOUR PURCHASE OF HARDWARE, YOU MUST RETURN THE ENTIRE HARDWARE/SOFTWARE PACKAGE IN ORDER TO OBTAIN A REFUND, LESS A REASONABLE CANCELLATION CHARGE.

1. General. All software and related documentation ("Software") is licensed to you to use a copy of the same under these Terms. MTS Systems Corporation ("MTS") hereby grants, on receipt of consideration, and you, as licensee, by issuing consideration, hereby accept, a non-exclusive, non-transferable license to use the Software, and any subsequently provided updates thereof, solely under these Terms ("License").

2. Term. This License shall be effective from the date of delivery of Software by MTS, and shall remain in effect until and unless revoked or suspended by MTS for failure to pay or violation of these Terms.

3. Intellectual Property. All title, all rights, all intellectual property in and pertaining to the Software (including, but not limited to any images, photographs, animation, video, audio, music, text, and applets) incorporated into the Software, the accompanying printed materials and any copies of the Software are owned by MTS or its subsidiaries. The Software is protected by copyright laws, trademark laws and international treaty provisions. You shall treat the Software like any other copyrighted product for archival purposes. You may not remove, modify or alter any MTS copyright or trademark notice from any part of the Software, including but not limited to any such notices contained in the physical or electronic media or documentation, in the MTS "about" boxes, in any of the runtime resources and in any Web-presence or Web-enabled notices, code or other embodiments originally contained in or created by the Software. Unauthorized use or copying of the Software, including Software that has been modified, merged, or included with other software, is expressly forbidden. All copies that you are permitted to make pursuant to these Terms must contain the same copyright and other proprietary notices that appear on or in the Software and related documentation. Upon your request, MTS shall provide a replacement copy of the related documentation for a reasonable fee if it is lost or destroyed.

4. Dual-Media Software. You may receive the Software in more than one medium. The Software contained on any additional media, however, shall nonetheless be subject to the restrictions and limitations set forth in these Terms, regardless of the type or size of the medium you receive. You may use only that one medium that is appropriate for your single computer.

5. Confidential Information. Software may embody confidential information of MTS or a third party owner. All Software is confidential information of MTS and you shall use the same degree of caution and care in protecting the confidential information as you would your own confidential

information but with no less than a reasonable standard of care.

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Payment: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the contractor's response.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

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