

BIOASSEMBLYBOT®
TERMS AND CONDITIONS OF SALE

1. Entire Agreement and Amendment. These Terms and Conditions of Sale which include the quote and all exhibits and other attachments attached hereto, (collectively, the "Agreement") represent the entire agreement and understanding between the parties and supersede all prior written and oral agreements, quotes, commitments, purchase orders, acknowledgements, understandings and representations between Advanced Solutions Life Sciences, LLC ("ASLS") and the customer identified on the applicable Quote ("Customer") related to the sale of any series of the BioAssemblyBot®, ("BAB") and accompanying TSIM® software ("Software"). In the event of a conflict between the terms of this Agreement and the Quote referenced in the immediately preceding sentence (the "Quote"), or between the terms of this Agreement and any purchase order, proposal, or other document submitted by Customer prior to or after entering into this Agreement, this Agreement shall control. Any capitalized terms used herein but not defined herein shall have the meanings set forth in the Quote. No provision of this Agreement shall be waived, amended, modified, superseded, canceled, terminated, renewed or extended except in a written document signed by an authorized representative from both parties hereto. Any waiver shall be limited to the particular instance and for the particular purpose when and for which it is given. As applicable, ASLS and Customer may each be referred to herein individually as a "party" and collectively as the "parties."

2. Payment. Payment of the total purchase price for the Equipment and Software shall be due as outlined on the quote for the BAB. If the quote does provide for payment terms, the payment terms shall be 50% upon execution of this Agreement and 50% upon delivery of the BAB. Customer shall pay interest at the rate of 1 1/2% per month or the highest legal interest rate, whichever is lower, on all overdue amounts. Customer shall provide ASLS with appropriate documentation if any exemption from sales or use taxes is claimed. Customer grants to ASLS a purchase money security interest on the BAB and accompanying Software delivered until ASLS has received payment in full and at ASLS request, Customer will execute a UCC-1 financing statement in connection with such security interest. Prices for the BAB exclude all insurance, freight, federal, state and local taxes, GST, fees, customs, duties, levies and other governmental assessments, all of which shall be paid by Customer directly or, if paid by ASLS, shall be paid by Customer to ASLS within fifteen (15) days of invoice of the same delivered by ASLS to Customer. Customer has no right to return the BAB except as expressly set forth in Section 7 of this Agreement.

3. Shipment, Title and Risk of Loss. Customer shall pay the cost to ship the BAB and the Software to Customer's location. ASLS will use its best efforts to give Customer notice of delays; provided, however, that ASLS will not be liable for any damages for delay of delivery or for any failure to give such notice and delay shall not be grounds for cancellation of this Agreement. Risk of loss shall pass to Customer as soon as ASLS makes the goods available to ship. Title to the BAB shall remain in ASLS until the complete purchase price and all additional costs and charges are paid by Customer. Nothing in this Agreement shall be construed as transferring any title to the Software. Except as expressly stated in Section 4 below, this Agreement transfers no rights to or interest in the Software.

4. Software and License. The BAB includes proprietary software and documentation owned by ASLS, which is hereby licensed to Customer under a non-exclusive, non-transferable, cancellable license solely for Customer's own internal business use in connection with the use of the BAB and in accordance with the user documentation provided by ASLS. Customer shall not, (a) modify copy, enhance or make derivative works of the Software or the BAB, (b) disassemble, decompile, reverse engineer the Software or the BAB or otherwise derive human readable code from the Software, (c) resell the BAB or Software to any third party, or (d) license, sublicense, lease, rent, assign, transfer, or otherwise distribute the Software or the BAB. From time to time, ASLS may develop new versions or updates for the Software. Customer may not copy or modify in whole or in part the Software nor make it available in any form to any third party. If Customer is a unit or agency of the U.S. Government or a contractor which will or may supply any Software to a unit or agency of the U.S. Government, Customer agrees that any Software included with the BAB represents "Commercial Computer Software," that the government's use of such software is subject to "Restricted Rights" and that before such Software is transferred, it will be marked with the required restricted rights legend(s) as provided in the Department of Defense Federal Acquisition Regulations 52.227-7013 or corresponding government regulations. ASLS shall have the right to terminate the license to the Software upon written notice to Customer if Customer fails to comply with any term or condition herein. ASLS retains exclusive ownership of and title to all Software.

5. Improvements/Developments. Title to all inventions and discoveries made by Customer resulting from its operation of the BAB and the Software shall be owned by the Customer ("New Printing Technology"). Title to any modification or improvement to the BAB, such as a new tool shall be owned by the Customer ("Improvement"). Notwithstanding Customer's ownership of any Improvement or New Printing Technology, in no way shall such ownership convey or confer ownership of ASLS' intellectual property rights in and to the BAB or the Software to the Customer. Customer may commercialize and license any New Printing Technology or Improvement without any agreement or compensation to ASLS. However, if a BAB and the Software are necessary to utilize the New Printing Technology or Improvement, the BAB and the Software could only be purchased from ASLS. Depending on the actions taken by Customer to achieve the Improvement or New Printing Technology, such action may violate the warranty provisions in this Agreement and release ASLS from any obligation it may have to repair or replace the BAB. If the Customer has the Improvement or New Printing Technology certified by ASLS prior to its installation, Customer's use of the Improvement or New Printing Technology will not void any warranty. Notwithstanding any Customer Improvements or New Printing Technologies and any ownership thereto, Customer expressly agrees that ASLS shall in no way be prohibited from developing, using, selling or otherwise exploiting any modification or improvement to the BAB that it originates similar to Customer's Improvement or New Printing Technologies and with no compensation or remuneration of any kind to Customer provided it does not violate any of Customer's IP ownership rights.

6. Service Deliverables. Any Service deliverables provided to Customer contain proprietary technology, concepts, ideas and knowhow owned by ASLS which are licensed to Customer on a limited basis under a non-exclusive, non-transferable license solely for Customer's own internal business use and evaluation. The Customer shall not license, sublicense, lease, rent, assign, transfer, or otherwise distribute the deliverables to any third party without a commercial license from ASLS. ASLS shall have the right to terminate the license to the deliverables provided hereunder upon written notice to the Customer if Customer fails to comply with the payment terms or any other terms and conditions of this Agreement. ASLS retains exclusive ownership of and title to the deliverables.

7. Limited Use/Announcements. Customer agrees that it shall only use the BAB for research purposes and shall not, without the express prior written consent of ASLS (i) use the BAB or Software to produce items or materials which will be resold or distributed to any third party, whether for a profit or not, (ii) resell the BAB or Software to any third party, or (iii) make any public announcement with respect to the BAB or Software, any improvement thereto, or any discovery or result related to use of the BAB or Software.

8. Limited Warranty. The BAB is warranted against defects in workmanship and materials for twelve (12) months from the date of shipment of the BAB ("Warranty Period"). ASLS may periodically notify Customers of Software updates in the Equipment; ASLS assumes no liability for the operation of the BAB if the Customer declines to permit ASLS to update the Software. ASLS's sole and exclusive obligation and liability under this Agreement is to repair or replace any defective BAB (including the Software). Replacement parts, which may be reconditioned, are warranted from the date of installation for the remainder of the original Warranty Period. This warranty will not apply to defects resulting from misuse, negligence or accident, including, without limitation: operation outside of the environmental specifications for the BAB; use of unauthorized supplies; performance of improper or inadequate maintenance by Customer or any third party; installation of software not supplied by ASLS; any attempt by Customer or its agents or employees to gain access to those areas of the BAB accessible only to authorized service personnel; any attempt by the Customer or its agents or employees to service those aspects of the BAB that may only be serviced by authorized ASLS personnel; improper use or connection to incompatible equipment; modifications to the BAB not authorized by ASLS; and external causes such as, but not limited to, power failure and force majeure. THE FOREGOING PROVISIONS SET FORTH ASLS'S SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES, LIABILITIES AND OBLIGATIONS WITH RESPECT TO THE BAB, AND ASLS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ASLS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW, EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL ASLS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF

PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THE OPERATION OF THE BAB, THE MANUFACTURE, SALE, OR SUPPLY OF THE BAB OR ITS USE OR DISPOSITION, EVEN IF ASLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. ASLS'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLY OF THE BAB OR ITS USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR THE BAB. THE FOREGOING LIMITED WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY, ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, CUSTOMERS OF CUSTOMER.

9. Customer Indemnification. Customer agrees to indemnify, defend and hold ASLS and its parent, subsidiary, or affiliated companies ("Affiliates"), shareholders, directors, officers, employees, agents and assignees harmless from and against any expenses incurred by or claims made against ASLS arising out of any actions of Customer including but not limited to the use of the BAB, or the improper modification to the BAB, actual or alleged breach or violation of any contract, law, rule, regulation, or by-law; libel, slander or other form of defamation; breach of any provision of these terms; and acts, errors or omissions of Customer or any of its agents, servants, employees, contractors, partners, shareholders, affiliates or representatives. For purposes of this indemnification, the term "expenses or claims" shall mean and include (i) all losses, obligations, expenses (as incurred), actual and consequential damages, taxes and costs reasonably incurred in preparing for, defending or settling any demand, investigation, suit, action, claim, inquiry or proceeding, whether or not a formal inquiry, proceeding or investigation had been commenced; and (ii) reasonable accountants', legal and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses (all as incurred). Customer shall give ASLS immediate written notice of any demand, investigation, inquiry, action, suit, proceeding or claim. ASLS at its sole option shall have the right to defend at Customer's expense any such liability or claims in which either ASLS or Customer or both are named as defendants, or reasonably are expected to be named, and ASLS shall not be obligated to mitigate losses. ASLS's conduct of the defense shall not diminish Customer's obligation to indemnify ASLS hereunder. This indemnity shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement or any Quote.

10. Equitable Remedies. The parties hereto declare that it is impossible to measure in money the damages that will accrue by reason of a failure by Customer to perform its obligations under Sections 4, 5, 7, 9, 19 and 20 of this Agreement. Therefore, if ASLS shall institute any action or proceeding to enforce the provisions of this Agreement, the Customer hereby consents to an injunction, specific performance or other equitable remedy and waives the claim or defense that ASLS has an adequate remedy at law, and Customer hereby waives the requirement of the posting of a bond, and agrees that it shall not raise such claim or defense in any such action or proceeding.

11. Liquidated Damages. Upon the occurrence of a breach of this Agreement by either party, because it may be difficult to assign a fixed value to the loss related to the breach, the aggrieved party shall be entitled to claim liquidated damages of \$25,000 per each single event of breach ("Liquidated Damages"). In addition, the parties agree that the payment of Liquidated Damages by the party shall be without prejudice to any other remedies available to the aggrieved party for such breach including further civil, administrative, criminal actions and the recovery of actual damages. All remedies are cumulative. In the case of a continuing breach, the party responsible for the breach shall pay Liquidated Damages per month or part thereof in which the breach continues.

12. Choice of Law and Enforcement. The official language of this Agreement is English and the official version of the Agreement is the English version. For the avoidance of doubt, the parties to this Agreement agree that if this Agreement or any Quote is translated into any language other than English for any purposes (including for the purposes of compliance with local laws in any territory), the English version of the relevant document shall prevail. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the related Convention on the Limitation Period in the International Sale of Goods. Rather, any disputes arising in connection with this Agreement will be governed exclusively by and be construed exclusively in accordance with the internal laws of the Commonwealth of Kentucky, without reference to its conflicts of laws principles. Customer hereby consents and submits to the jurisdiction of the federal and state courts located in the Commonwealth of Kentucky, and agrees it will not institute an action in any other jurisdiction, except as expressly stated in Section 13 below.

EACH PARTY, KNOWINGLY FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

13. Binding Arbitration. Subject to a ASLS's right to at all times seek interim injunctive relief from any applicable court, or to, at its option, seek collection remedies in the venue it wishes, any disputed claim arising out of, or related to, this Agreement or any breach hereof shall be finally settled by mandatory binding arbitration. Such mandatory arbitration shall be administered by the American Arbitration Association ("AAA") and conducted in English in Louisville, Kentucky, in accordance with AAA International Arbitration Rules. In the event of any conflict between this Agreement and such rules, the provisions of this Agreement shall govern. Upon written notice by the claimant party to the other party of such claimant's intention to arbitrate, each party shall select an arbitrator within ten (10) days of such notice, and within fifteen (15) days after their selection such arbitrators shall select a third arbitrator, who shall serve as chairperson, and the three arbitrators (each of whom shall be fluent in English) shall hear and determine the controversy. If any arbitrator is not appointed within such time limits, then such arbitrator shall be appointed by the AAA. The decision of a majority of the three arbitrators must contain written reasons, and shall be final and incontestably binding upon the parties and not subject to any rights of appeal. Judgment upon any award may be entered in any competent court. Each party shall pay all fees and expenses of the arbitrator selected by such party, and each shall share equally the fees and expenses of the third arbitrator. All awards made pursuant to any arbitration proceeding conducted hereunder shall be in U.S. dollars, and if an award is made to any claimant which is greater than any amount offered in writing by the opposing party in settlement of such claim or if the opposing party has made no offer of settlement, then the opposing party shall pay all of such claimant's costs and expenses incurred in such arbitration, including reasonable attorneys' fees, as well as all costs of arbitration, including all AAA fees and charges and the fees and expenses of all arbitrators. If no award is made to claimant or the amount of such award is equal to or less than any such amount offered in settlement, then the claimant shall pay the opposing party's costs and expenses incurred in such arbitration, including reasonable attorneys' fees, as well as all such costs of arbitration.

14. Limitation of Actions. Any action against ASLS relating to any alleged breach of warranty or any other alleged product failure must be brought with twelve (12) months after the event giving rise to the cause of action or be barred forever.

15. Delays in Performance. ASLS will not be liable for failure or delay in shipment due to shortage of materials, labor difficulties, floods, fires, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of ASLS.

16. Bankruptcy. Except as may be prohibited by applicable bankruptcy laws, in the event of any insolvency or inability to pay debts as they become due by a party hereto, or voluntary or involuntary bankruptcy proceeding by or against a party hereto, or appointment of a receiver or assignee for the benefit of creditors, the other party may elect to cancel any unfulfilled obligations hereunder.

17. Notices. All notices given in connection with this Agreement shall be in writing and transmitted to the addresses provided by the parties (i) recognized overnight commercial courier with proof of receipt; (ii) certified mail, return receipt requested, postage prepaid; or (iii) email to the email address listed below, with proof of transmission. Delivery of notices will be deemed given upon the date of receipt from a courier; the date certified mail return receipt is signed or delivery is rejected; or date of confirmation of email transmittal. In the event that either party wishes to change its notice address, it must notify the other party and provide a new notice address, by written notice given in accordance with this Section 16, within three (3) days of the effective date of such change. The obligation to provide an updated notice address shall survive any termination of this Agreement.

18. Assignability, Waiver and Severability. Customer may not assign any interest in an accepted order without the prior written consent of ASLS. Subject to the foregoing, the rights and obligations herein will be binding upon the successors and permitted assigns of both ASLS and Customer. ASLS's failure to exercise any of its rights will not constitute or be deemed a waiver or forfeiture of any rights hereunder. If any of these provisions are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

19. Compliance with Laws/Export. Customer shall comply with all applicable laws governing the use of the BAB and Software and the enforceability and performance of this Agreement. Without ASLS' prior written permission, Customer shall not transship the BAB and Software. Customer shall assume sole responsibility for obtaining any required export authorization in connection with Customer's export of the products from the country of delivery. Customer also shall ensure compliance with U.S. export control regulations and the regulations of the Office of Foreign Assets Control.

20. Confidential Information and HIPAA Compliance. Both parties agree to hold in strict confidence the terms of this Agreement and all information provided by a party (the "disclosing party") to the other party (the "receiving party") in connection with the performance of their respective obligations under this Agreement that is either marked or identified as the confidential information of the disclosing party, or which, by its nature, the receiving party would reasonably deem to be confidential, including the Software, any Improvements, financial information and pricing information ("Confidential Information"), except to the extent that disclosure is required by applicable law. Either party may disclose the terms of this Agreement and/or Confidential Information of a disclosing party to its employees, professional advisors, agents or independent contractors that are providing services for such party, require the knowledge of such terms or Confidential Information, and are subject to applicable confidentiality obligations or non-disclosure agreements. The receiving party agrees not to use any Confidential Information of the disclosing party for any purpose except in the performance of its obligations hereunder or as otherwise permitted hereunder. The foregoing restrictions on disclosure shall not apply with respect to any information which: (a) was or becomes generally known or publicly available through no act or failure to act of the receiving party; (b) is known by the receiving party without restrictions on disclosure at the time of receiving such information; (c) is rightfully furnished to the receiving party without restrictions on disclosure by a third party without a breach of such third party's obligations of confidentiality; or (d) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party. Both parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8, as amended from time to time ("HIPAA"). ASLS agrees that should it inadvertently gain access to Protected Health Information ("PHI") during any interaction with Customer, it will keep the PHI confidential in accordance with the Agreement.

21. Miscellaneous. Upon a material breach of this Agreement by Customer, in addition to all other rights and remedies under the law, ASLS may terminate this Agreement and/or licenses granted to Customer hereunder. The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

This Agreement is accepted and agreed to by the authorized representative of each party and applies to the following Quote: QUO-05556-Y3G1F6.

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

CUSTOMER: ADVANCED SOLUTIONS LIFE SCIENCES, LLC

University of North Texas Health Science Center

[Redacted Signature Area]

Date: 12/21/2021

Date: 12/21/2021

HSC Contract #2022-0318

STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University’s purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance

Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

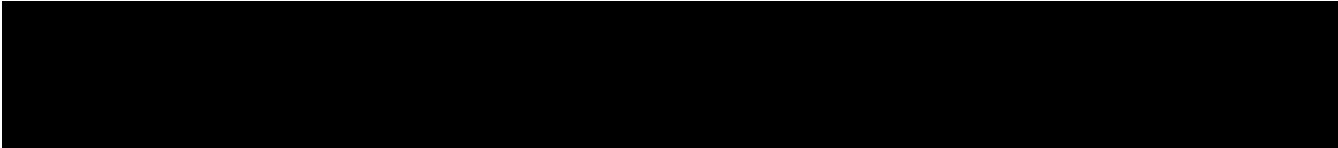
Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

State Law Verifications. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

VENDOR

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH**



Date: 12/21/2021

Date: 12/21/2021

HSC Contract # 2022-0318



Advanced Solutions Life Sciences, LLC
1901 Nelson Miller Parkway
Louisville, Kentucky 40223
United States of America

Sales Rep

Lehana Sanders

Quote: QUO-05556-Y3G1F6**Bill To**

University of North Texas Health Science
Center
1112 Dallas Dr. #4000
Denton, TX 76205
USA

Ship To

University of North Texas Health Science
Center
3430 Camp Bowie Blvd. IREB-508
U. North Texas Health Science Center
Fort Worth, TX 76107
USA

Expires 12/24/2021**Terms**

Memo: Shipping and import taxes
invoiced at cost; price is in USD, BioBot®
return is required for trade-in value

#	Item	Qty	Description	Rate	Amount
1	ASLS-0000220	1.00	BioAssemblyBot® 200 Series - 4-axis Robot Arm - Clear UV Protective Removeable Enclosure - Modular Electrical Control Panel - BioAssembly™ Vision Tip Detect - BioAssembly™ Modular Print Stage - 3 Standard BioAssemblyTool™ Bays - 2 Powered BioAssemblyTool™ Bay - 15" BioAssembly™ Touch Monitor Machine Interface - 1 Year Warranty	\$59,218.00	\$59,218.00
2	ASLS-0000272	1.00	BioAssemblyBot™ 200 Modular Temperature Controlled Print Stage - Size: 225 mm x 275 mm - Temperature Range: 4C to 60C	\$3,705.00	\$3,705.00
3	ASLS-0000271	1.00	BioAssembly™ HEPA 200 - Three speed settings simplify air balancing - Quiet, low-vibration design: only 50 dBA, measured 30" from filter face @ 90 FPM - Provides an average airflow velocity of 90+ feet per minute and airflow of 640+ CFM under filter load at Medium speed setting - HEPA (High-Efficiency Particulate Air) filters are rated 99.99% efficient at removing particles ≥ 0.3 microns - ULPA (Ultra-Low Penetration Air) filters are rated 99.999% efficient at removing particles ≥ 0.12 microns - Internal baffling plate and diffuser panel provide quiet uniform air flow across the filter face - MERV 7 pre-filter, 30% ASHRAE rated - Filters are leak tested in accordance with IEST standards and meet UL 900	\$1,743.00	\$1,743.00
4	ASLS-0000102	1.00	BioAssemblyTool™ 3D Syringe 3/5/10ml Pneumatic Dispense	\$1,631.00	\$1,631.00
5	ASLS-0000274	7.00	Web Based Professional Training Services for the BioAssembly™ Platform	\$275.00	\$1,925.00
6	ASLS-0000117	1.00	TSIM® Software Annual Desktop Subscription Single-User	\$109.00	\$109.00
7	Discount	1.00	5% Discount Valid with Purchase made by 12/31/21	-\$3,416.55	-\$3,416.55

BioBot® Basic Trade-In \$-4,995.00
Total \$59,919.45

Purchase subject to the BIOASSEMBLYBOT® TERMS AND CONDITIONS OF SALE Agreement (Attached)

Customer Approval:

12/21/2021

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.