



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education

2020-994

MINISTRY OF EDUCATION,
YOUTH AND SPORTS

Purchase Contract

concluded within the meaning of Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended

(hereinafter referred to as the "Civil Code")

On the bellow-mentioned day, month and year,

1. Institute of Molecular Genetics of the ASCR, v.v.i.

Registered office: Vídeňská 1083, Praha 4, Postcode 142 20

RN: 68378050

VAT ID: CZ68378050

Represented by: RNDr. Petr Dráber, DrSc., Director of the Institute

Data Box ID: 5h4n xm4

(Hereinafter referred to as the "Buyer", as the first Party)

and

2. HighRes Biosolutions Inc.

Registered office: Cherry Hill Drive 102, Beverly, MA 01915, USA

Bank details: Account Name: JP Morgan Bank N.A.

Name of Bank: Ceskoslovenska Obchodni Banka AS

Address: Prague

Swift: CEKOCZPP

Account No.: 0080100166541683

IBAN.: CZ3803000080100166541683

Beneficiary "CHASUS33"



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VAT ID: Employer ID: 20-1693803

Represented by: Ira Hoffman (CEO)

Data Box ID: -

Registered in the Commercial/Trade Register - equivalent in the US is certificate of Incorporation and is attached as annex to the tender response

(hereinafter referred to as the **"Seller"**, as the second Party)

(the Buyer and the Seller hereinafter also collectively referred to as the **"Contracting Parties"**)

based on the outcome of the procurement procedure for the performance of an over-the-threshold supply Public Procurement

called **"HTS robotic stations: Part 2 Robotic station for microscopy"**

concluded this

Purchase Contract for the Supply of Robotic station for microscopy"

(hereinafter also referred to as the **"Contract"**)

I. Introductory Provisions

1. This Contract regulates conditions of supply of Robotic station for microscopy specified in Annex 1 to the Contract – Technical Specifications of the Subject of Performance.
2. This Contract is concluded on the basis of the outcome of the procurement procedure for the performance of an over-threshold Public Procurement "HTS robotic stations: Part 2 Robotic station for microscopy", Reg. No. VZ20/446: HTS robotic stations commenced by the publication of an open call for tenders on the Contracting Entity's profile (hereinafter also referred to as the "Procurement Procedure" or the "Public Procurement").
3. The aim of the Procurement Procedure was to conclude a contract with one Economic Operator who offered the lowest total bid price in the context of the above Procurement Procedure.



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II. Subject of the Contract

The subject of this Contract is the Seller's obligation to deliver and hand over to the Buyer Robotic station for microscopy (hereinafter referred to as the "**Subject of the Contract**" or the "**Subject of Performance**") at the place of performance according to Article III of this Contract and its installation at the place of performance. The Subject of Performance also includes free training of the Buyer's employees to operate the delivered device to the necessary extent by a qualified employee of the Seller, documents necessary for taking over and using the Subject of Performance, including the operating instructions. The exact technical specifications of the Subject of the Contract are given in Annex 1 to this Contract, which forms an integral part thereof.

The Subject of the Contract is also the obligation of the Buyer to pay the Seller the price agreed in Article IV of the Contract for duly and timely delivered and accepted Subject of the Contract.

III. Time and Place of Performance

1. The Seller undertakes to deliver and hand over the Subject of Performance to the Buyer no later than 365 days from the effective date of this Contract.
2. The Seller undertakes to meet the individual partial milestones within the time period specified below:

Partial milestone	Deadline within which the partial milestone must be met
Handover of a study containing a technical drawing of the robotic station, including a description of individual items, time schedule of work associated with production.	60 days from the effective date of this contract
Production of individual components of the station and its delivery to the place of assembly, its assembly.	180 days from the effective date of this contract
Successfully performed Factory Acceptance Test (FAT)	240 days from the effective date of this contract
Delivery to the place of performance, successfully completed Site Acceptance Test (SAT), training of the contracting authority's employees	365 days from the effective date of this contract



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3. The Supplier is obliged to inform the Buyer about the FAT performance at least one month in advance and to ensure the possibility of the Buyer's representative participating in the FAT.
4. The contracting parties have agreed that in case of impossibility to leave the Czech Republic or impossibility to arrive in the country of the FAT test, they can postpone the above milestones. This will nullify any penalties listed in Article VII Paragraph 2.
5. The place of performance is the registered office of the Buyer – Institute of Molecular Genetics of the ASCR, v. v. i., at Vídeňská 1083, Praha 4, 142 20.

IV. Payment Terms and Price for Performance

1. The Buyer undertakes to pay the Seller the purchase price as follows:

Purchase price in CZK without VAT is: 8 104 000 CZK net of VAT

VAT amount in %21 VAT amount in CZK. 1 701 840 CZK

Purchase price in CZK incl. VAT is: Gross 9 805 840 CZK Incl. VAT
2. The purchase price for the provision of the Subject of the Contract pursuant to Article IV (1) of this Contract is final and total, including all taxes (i.e. Czech VAT), transportation, insurance, and compensation for the Seller's time spent on the trip from the Seller's premises to the place of performance, as well as other related costs as the case may be. I.e., the purchase price for the provision of performance referred to in Article IV (1) of this Contract is also maximum (i.e. includes all Seller's profits, taxes and fees and costs – such as charges, expenses and costs incurred by the Seller in performance of this Contract and any additional or incidental costs, whether expectable or unexpectable) and may only be changed in connection with changes in VAT rates or other tax regulations affecting the price for the supply. The decisive day for the change in the price for the provision of performance due to the statutory change in the VAT rate is the day of the taxable supply.
3. The price for the provision of performance shall be paid by the Buyer in Czech crowns on the basis of a properly and rightfully issued accounting and tax document (hereinafter referred to as the "Invoice"). The price for the provision of performance will be paid on the basis of the Invoice in accordance with the procedure in Article IV of the Contract. The Invoice due date is agreed for 30 days from the date of its demonstrable delivery to the Buyer.
4. The parties have agreed to allow invoicing based on the fulfilment of a partial milestone as specified below:



Milestone	Invoicing	Partial milestone	Demonstration of fulfillment of a partial milestone	Payment
0			Proforma invoice 10% of the purchase price Pro forma invoice can be issued since the effective date of this contract	10 % of the purchase price
1	1 st milestone – invoice 10 % of the purchase price	Handover of a study containing a technical drawing of the robotic station, including a description of individual items, time schedule of work associated with production.	Method of delivery / documentation: In printed form to the address of the contracting authority. Electronically to the data box of the contracting authority if the supplier has it, otherwise by e-mail.	10 % of the purchase price
2	2 nd milestone – invoice 40 % of the purchase price	Production of individual components of the station and its delivery to the place of assembly	Handover protocol with annex of List of parts received in place of assembly, photo documentation, signed by the representative of buyer and seller Electronically to the data box of the contracting authority if the supplier has it, otherwise by e-mail or in person.	40 % of the purchase price
3	3 rd milestone – invoice	Successfully performed Factory Acceptance Test (FAT)	Test report signed by the representative of the Buyer and Seller, photo documentation	30 % of the purchase price



	30 % of the purchase price			
4	4 th milestone – invoice + the summary of all payments (written in annex) 20 % of the purchase price	Delivery to the place of performance, successfully completed Site Acceptance Test (SAT), training of the contracting authority's employees	Test report, handover report signed by the Seller's and Buyer's representatives	10 % of the purchase price

5. The price for the provision of performance shall be paid by the Buyer by wire transfer to the Seller's bank account specified in the heading of this Contract. If the Seller specifies a different bank account on the Invoice, it shall be deemed to require payment to be made to the bank account specified on the Invoice.
6. In case of the Buyer's delay with payment of the Invoice, the Buyer undertakes to pay the Seller a late payment interest of 0.05% of the amount due for each new day of delay.
7. Proper issuance of the Invoice shall mean the issuance of the Invoice by the Seller, which has all the requisites of an accounting and tax document within the meaning of Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Coll., on Value Added Tax, as amended, and requisites of a commercial document pursuant to Section 435 of the Civil Code. The Invoice must contain the number of this Contract, name of the procurement procedure and the identification of the project on the basis of which this contract is implemented: „Operational Programme Research, Development and Education reg.č. CZ.02.1.01/0.0/0.0/18_046/0016118, Modernization of the National Infrastructure for Chemical Biology“. If the Invoice is not issued properly, rightfully, and if it contains factual or formal inaccuracies, if it does not meet the legal requirements, and if it does not contain the specified annex (handover certificate pursuant to Article V (2) of this Contract), the Buyer is entitled to return it to the Seller for completion or correction without being in delay with payment of such Invoice. The due date starts again on the day immediately following the date of delivery of the duly corrected or completed Invoice to the Buyer.



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8. The invoice must contain (as attachment) the documents proving the fulfilment of the relevant milestone according to this contract. The last invoice will contain the final purchase price and a breakdown of individual performances for the entire duration of the contract.
9. The Invoice must be sent to the Buyer's address specified in the heading of this Contract or electronically to: faktury@img.cas.cz.
10. Rightful issuance of the Invoice shall mean the issuance of the Invoice by the Seller based on completion of the partial milestone pursuant to Article IV (4).
11. If the Invoice is not issued rightfully or properly, the Buyer is not obliged to pay for it and at the same time is not in delay with its payment until the date of delivery of the properly issued or corrected Invoice.
12. An annex to the Invoice must be the demonstration of fulfilment of the partial milestone pursuant to Article IV (4) Otherwise, the Invoice will be returned to the Seller.

V. Handing Over and Taking Over the Subject of Performance

1. The Subject of Performance shall be duly delivered by the Seller within the time and to the place specified in Article III (1) and (2) of this Contract.
2. Upon the duly and timely delivery of the Subject of Performance, including the training of the Buyer's employees, delivery of the operating instructions for the Subject of Performance and documents necessary for acceptance and use of the Subject of Performance, the Contracting Parties shall draw up a handover certificate which will be signed by authorized representatives of both Contracting Parties mentioned in Article IX (1) and (2) of this Contract, which shall include a list of the delivered performance and the date of handover and takeover. Only by signing the written handover certificate by the authorized representatives of the Contracting Parties is the Subject of Performance deemed duly delivered and the Seller is entitled to the payment of the price for provision of the Subject of Performance according to Article IV (1) of this Contract. The handover certificate shall be prepared by the Seller.
3. The Buyer is not obliged to take over the Subject of Performance with defects or the Subject of Performance which will be incomplete or delivered in parts contrary to the provisions of this Contract.

VI. Quality Guarantee, Liability Insurance

1. The Seller undertakes to provide a quality guarantee of no less than twelve (12) months for the Subject of the Contract, including the material necessary to carry out regular inspections. In the event that the manufacturer provides a longer warranty period for the supplied equipment or material, the longer warranty period applies. The warranty period starts on the day of the official handover of the Subject of the Contract to the Buyer, i.e. on the day of



signing the handover and takeover certificate for the Subject of the Contract according to Article V (2) of this Contract.

2. At the same time, the Seller guarantees to the Buyer the availability of spare parts of similar or like kind and post-warranty service for at least seven (7) years after the end of the warranty period.
3. In the event of a defect on the Subject of Performance within the warranty period, the Buyer has the right and the Seller is obliged to remove all defects free of charge within forty five (45) calendar days from the date of reporting the defect. The Buyer may report the defect either in writing or by telephone to the Seller's contact person referred to in Article IX of this Contract. In the case of a telephone exercise of the right concerning defective performance, this exercise must subsequently be confirmed also in writing. If the Seller is unable to remedy the defect of the Subject of the Contract within this period, they are obliged to inform the Buyer in writing, including the reason why the deadline for the removal of the defect cannot be met, and agree with the Buyer on another, yet the shortest possible, deadline. If the Seller is unable to remedy the defect or failure after three (3) attempts, The Buyer has the right to choose, at its election and in its discretion, either to request to replace the product(s), or to request a discount on the purchase price.
4. The Seller is obliged to keep records of service interventions during the warranty period and records of settings of all components in the Service Log.
5. The right concerning liability for defects is exercised in time if the Buyer asserts it in writing at the latest on the last day of the warranty period, while claims made by the Buyer in the form of a recorded delivery sent to the Seller on the last day of the warranty period are also properly exercised.
6. The Seller is obliged to provide a warranty of no less than twelve (12) months for the carried-out repair, including the material necessary to carry out the repair.
7. Defects of the Subject of the Contract that occur during the warranty period will be remedied free of charge by the Contractor.
8. The quality guarantee does not apply to defects demonstrably caused by improper handling performed contrary to the submitted written documents for the use of the Subject of the Contract.
9. By signing this Contract, the Seller confirms to have an insurance policy, the subject matter of which is the Seller's liability insurance for damage caused to the Buyer or third parties with a minimum benefit of at least 5,000,000 CZK for at least five insured events per year. Upon the Buyer's request, the Seller undertakes to submit to the Buyer an insurance certificate proving the existence and effectiveness of this insurance policy without undue delay, but no later than 5 working days from receipt of the Buyer's written request. The Seller undertakes to inform the Buyer in writing of any changes related to the liability insurance within 5 working days from the day the change occurred. The Seller undertakes that the insurance policy pursuant



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to the first sentence of this Paragraph shall remain in effect to this extent for the entire duration of the warranty period pursuant to Article VI of this Contract.

VII. Contractual Penalties

1. Supplier shall not be liable for any delay or failure in delivery due, in whole or in part, to any cause or circumstance beyond its immediate control and without its fault, including, but not limited to, wars, acts of government authorities, embargoes, customs delays, strikes or other labor and transportation difficulties, fires, floods, difficulties in obtaining raw materials or supplies, accidents and abnormal conditions
2. For delay with the due delivery of the Subject of Performance pursuant to Article III (1) of this Contract, the Seller shall pay the Buyer a contractual penalty. In case of delay at the last milestone the Seller shall pay the Buyer a contractual penalty in the amount of 0,05 % of the Part of the whole Purchase Price for every (even commenced) day of the Seller's delay in fulfilling the obligations in question. The maximum applicable penalty shall be 3% of the whole Purchase Price.
3. In case the Seller is in delay with the removal of defects of the Subject of the Contract for more than 60 calendar days, the Seller undertakes to pay the Buyer a contractual penalty in the amount of 5,000 CZK for each new day of delay and for each individual defect, unless the parties agree otherwise.
4. For breach of any obligation under Article XI (1) third sentence of this Contract, the Seller shall pay the Buyer a contractual penalty of 5,000 CZK for each individual case of breach of such obligation.
5. In case of a breach of the Seller's obligation pursuant to Article VI (12) second sentence of this Contract, the Seller is obliged to pay the Buyer a contractual penalty in the amount of 1,000 CZK for each new day of delay. In case of each individual breach of the Seller's obligation pursuant to Article VI (12) third and fourth sentence of this Contract or in case of false declaration of the Seller pursuant to Article VI (12) first sentence of this Contract, the Seller is obliged to pay the Buyer a contractual penalty of 50,000 CZK.
6. The contractual penalty agreed pursuant to this Article shall be payable within 30 calendar days from the date of delivery of the written exercise of the right to the contractual penalty to the bank account notified in writing by the Buyer. The Buyer is entitled to set off the contractual penalty against the Seller's due and unpaid invoices.
7. The payment of the contractual penalty does not in any way affect the duty to fulfil the obligation confirmed by the contractual penalty.



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VIII. Effectiveness of the Contract, Withdrawal

1. This Contract becomes valid and effective upon its signature by whichever Contracting Party signs it the last. This Contract becomes effective on the day of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended (hereinafter referred to as the "Register of Contracts").
2. A Contracting Party may withdraw from the Contract only for the reasons set out in this Contract or in generally binding legal regulations.
3. The Buyer is entitled to withdraw from the Contract if:
 - a) insolvency proceedings were commenced against the Seller's property pursuant to Act No. 182/2006 Coll., on Insolvency and its Resolution (the Insolvency Act), as amended, during which the insolvency decision was issued;
 - b) the Seller is in delay with the handover of the delivery of the Subject of the Contract for more than 365 calendar days, i.e. more than 1 year from the date of performance specified in Article III (1) of this Contract or if the Subject of the Contract is not delivered no later than 31st October 2022;
 - c) the subject matter of the Contract has been encumbered by the rights of third parties, or it was implemented by the Seller in contravention of this Contract and/or in violation of generally binding legal regulations;
 - d) it comes out that the Seller stated information or documents in their tender for the Public Procurement preceding the conclusion of this Contract which do not correspond to the facts and which had or could have influenced the outcome of the procurement procedure leading to the conclusion of the Contract;
 - e) the Seller entrusts the performance of the Contract to a person outside the list of subcontractors listed in Annex 2 to this Contract without the prior written consent of the Buyer;
4. In the event of termination of this Contract for the reasons listed in Article VIII (3), Buyer shall pay Supplier for all work performed and costs incurred and not yet paid for up to the effective date of termination, as well as for all costs and obligations irrevocably committed by Supplier up to receipt of notice of termination and not allocable to another project.

IX. Delivery Provisions, Contact Persons

1. The Contracting Parties have agreed and the Seller has determined that the person authorized to act on behalf of the Seller in all matters relating to the implementation of this Contract except for its changes and termination of its effect is:

Person authorized to represent the participant: Ira Hoffman (CEO)
Address: HighRes Biosolutions Inc., Cherry Hill Drive 102, MA 01915, USA





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2. The Contracting Parties have agreed and the Buyer has determined that the person authorized to act on behalf of the Buyer in all matters relating to the implementation of this Contract except for its changes and termination of its effect is:

Name: [REDACTED]

Delivery address: Vídeňská 1083, 142 20 Praha 4



3. All correspondence, instructions, notices, withdrawals, requests, records and other documents arising out of or in connection with this Contract between the Contracting Parties shall be made in writing in Czech or English and delivered either in person or by recorded delivery to the delivery addresses of the Contracting Parties according to this Contract.
4. In case of doubt, it is understood that an incoming mail sent using a postal operator has been delivered to the addressee on the third working day after dispatch; however, if sent to an address in another country, then it is the fifteenth working day after dispatch.
5. The Contracting Parties have agreed that electronic mail may also be used for mutual communication.
6. If the delivery address of either of the Contracting Parties or its representatives changes during the term of this Contract pursuant to Paragraphs 1 and 2 of this Article, the affected Contracting Party is obliged to notify the other Contracting Party of this change in writing without delay, but no later than three working days from the effective date of this change, in accordance with this Article.

X. Provisions on the Acquisition of the Property Right

1. The Buyer acquires the property right to the Subject of Performance, except for licenced products, by the signature of the handover certificate by both Contracting Parties according to Article V (2) of this Contract.
2. Until the time specified in Paragraph 1 of this Article, the Seller bears the risk of damage to the Subject of Performance.

XI. Processing of Personal Data

1. With respect to the processing of personal data that may arise in connection with the Subject of the Contract, the Contracting Parties undertake to act in such a way as to comply, as broadly as possible, with the obligations laid down in Regulation (EU) 2016/679 (hereinafter referred to as "GDPR") and Act No. 110/2019 Coll., on Personal Data Processing. This manner of conduct consists in particular of compliance with confidentiality obligations in relation to processed personal data, application of the principles laid down in Article 5, Article 24 of the GDPR et seq. for the processing of personal data, and last but not least also the obligation to reasonable reaction to the exercised rights of the data subjects according to Article 12 of the GDPR et seq. With respect to the observance of these obligations as well as for the purpose of fulfilling the inspection obligations



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pursuant to special legal regulations, the Contracting Parties are obliged to provide each other with all necessary cooperation. The above list of obligations is a demonstrative list.

XII. Final Provisions

1. Relations between the Contracting Parties shall be governed by the applicable laws of the Czech Republic. In matters not expressly provided for in this Contract, the legal relations arising from it are governed by the relevant provisions of the Civil Code and other relevant generally binding legal regulations.
2. Any changes and additions to this Contract may be made only on the basis of a written agreement of the Contracting Parties. Such agreements shall take the form of dated amendments to the Contract numbered in ascending order and signed by both Contracting Parties.
3. The Contracting Parties agree to the publishing of this Contract in the Register of Contracts, including all data specified in the Contract and any amendments that may be concluded between the Contracting Parties to this Contract in the future. The Seller undertakes to prove to the Buyer, at the latest at the time of conclusion of this Contract, the legal reasons for the possible non-publication of any data.
4. The Contracting Parties have agreed that the publication of this Contract in the Register of Contracts shall be ensured by the Buyer within three working days from the conclusion of the Contract.
5. If the reason for invalidity relates only to such part of this Contract that can be separated from its other content, then only that part is invalid, if it can be assumed that this Contract would have been concluded without the invalid part should a Contracting Party recognize the invalidity in time. The Contracting Parties undertake to immediately replace the invalid provision of this Contract with another valid provision with its content similar to the invalid provision.
6. Either of the Contracting Parties may object to the invalidity of its amendment due to non-observance of the form at any time, even if the performance has already been commenced.
7. The Seller is obliged to archive the original copy of this Contract including its amendments, original accounting documents and other documents relating to the implementation of the Subject of the Contract for a period of 10 years from the effective date of this Contract. During this period, the Seller is obliged to allow persons authorized to carry out inspection to inspect documents related to the performance of this Contract.
8. The Seller acknowledges to be, within Section 2 (e) of Act No. 320/2001 Coll., on Financial Control, as amended, a person obliged to cooperate in financial control. The Seller acknowledges to be obliged to contractually bind their subcontractors with similar obligations as well. The obligation under this Paragraph shall last for 10 years from the effective date of the Contract.
9. The Contracting Parties shall at all times strive for an amicable settlement of any disputes arising from the Contract. If no amicable settlement is reached within 30 days after the first notification of the disputed fact to the other Contracting Party, either Contracting Party is entitled to bring its claim before the competent court. In the event of a dispute, the Contracting Parties have agreed that the court having subject-matter and local jurisdiction shall be determined according to the registered office of the Buyer. Arbitration is excluded.



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10. Any rights or obligations under this Contract may not be assigned without the prior written consent of the other Contracting Party, and the exchange of e-mail, text or other electronic messages shall not be deemed to be a written form for such purpose.
11. The Contracting Parties expressly declare that no rights and obligations beyond the express provisions of this Contract are inferred from the future practice established between the Contracting Parties or practices maintained in general or in an industry pertaining to the Subject of the Contract, unless expressly provided otherwise in the Contract. The Contracting Parties also declare that they are not aware of any commercial practices or practice established between them.
12. The Contracting Parties declare that they are aware of the meaning of all abbreviations, technical (even foreign) designations and terms used in this Contract.
13. The Contracting Parties declare that they have read this Contract before signing and agree with its contents without reservations. The Contract is an expression of their true, real, free and serious will. In witness of the authenticity and veracity of these declarations, the authorized representatives of both Contracting Parties shall put their signatures to the Contract.
14. The Contracting Parties declare that, before the conclusion of this Contract, they duly fulfilled all the substantive conditions for the valid conclusion of this Contract arising from the relevant legal regulations as well as their applicable internal regulations and they also declare that the conclusion of this Contract will not violate any of their legal or contractual obligations.
15. **Limitation of Liability:** SUPPLIER SHALL NOT BE LIABLE TO BUYER UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR: (A) LOSS OF ACTUAL OR ANTICIPATED PROFIT, (B) LOSSES CAUSED BY BUSINESS INTERRUPTION, (C) LOSS OF GOODWILL OR REPUTATION, (D) LOSS OF OR CORRUPTION OF DATA, OR (E) ANY INDIRECT, PUNITIVE, EXEMPLARY, MULTIPLE, SPECIAL OR CONSEQUENTIAL COST, EXPENSE, LOSS OR DAMAGE, EVEN IF SUCH COST, EXPENSE, LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR MIGHT REASONABLY HAVE BEEN CONTEMPLATED BY THE PARTIES AND WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE. THE MAXIMUM LIABILITY OF SUPPLIER TO BUYER OR BUYER TO SUPPLIER UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE SHALL NOT EXCEED THE AGGREGATE AMOUNT DUE AS SET FORTH IN THE PURCHASE ORDER UNDER WHICH SUCH BREACH OCCURRED PAID OR PAYABLE BY BUYER TO SUPPLIER UNDER THIS AGREEMENT
16. **Indemnification Process:** If either party seeks indemnification from the other under this Contract, it will promptly notify the indemnifying party of the basis for such claim of indemnification. In all cases, the notification must be made promptly or within such time as not to materially prejudice the rights of the indemnifying party to defend, settle, or otherwise resolve the dispute, otherwise the right to seek indemnification hereunder with respect to such claim or suit will irrevocably and irreversibly lapse. Once such notice of indemnification is made, the indemnifying party will have the right to control the conduct of the suit or proceeding, including settlement, at its expense and using counsel of its choice; provided, however, that no offer of settlement, settlement, or compromise will be binding on a party hereto without its prior consent (which consent will not be unreasonably delayed or withheld), unless such settlement fully releases such party without any liability, loss, cost, or obligation. A party seeking indemnification hereunder agrees to fully cooperate with the indemnifying party at the indemnifying party's expense for all out of pocket expenses with respect to any and all issues relating to the matter for which indemnification is sought.



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17. The Parties hereby acknowledge that all equipment hardware and software discoveries made during the course of the Contract shall be the sole and exclusive property of the Supplier and all scientific discoveries and advancements shall be the sole and exclusive property of the Buyer.

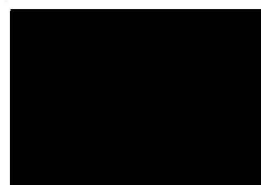
1. An integral part of the Contract is formed by its Annexes:

Annex 1 – Technical Specifications of the Subject of Performance

Buyer:

Seller:

18-12-2020



12/15/20

.....Beverly, December 15th 2020

Institute of Molecular Genetics of the ASCR, v.v.i.

HighRes Biosolutions Inc.

represented by RNDr. Petr Dráber, DrSc., Director

represented by Ira Hoffman (CEO)



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Annex 1

Technical Specifications of the Subject of Performance

(the Seller shall complete the technical specifications of the delivered Subject of Performance in Annex 1)

Table of technical parameters
„Robotic station for microscopy“

Device description:

Delivery and installation of new automated station for High Content Screenings. A station design must allow the unattended processing of a wide variety of High content biology assays in 96/384/1536 plate format.

The supplier HighRes Biosolutions Inc. honestly declares that the subject of performance offered has the technical characteristics and meets the technical parameters specified in Article II of the Contract and in Article 1.2 of the Tender Documentation "HTS robotic systems " when specifying below technical parameters of the subject of performance offered by him:

Manufacturer:	HighRes Biosolutions
Type:	ACell

1.1 Technical parameters for HCS Robot/Robots:

Parameter description:	Parameter fulfilled:	Parameter value of the subject of performance offered by the participant:
Automatic labware based movements must be provided by high-speed robotic arm/arms – plate movement from one device to another (in same orientation).	YES	X
Sufficient number of robotic arms must be proposed to integrate the required peripherals.	YES	Number of robotic arms: 1 robot on 1,5m rail
If multiple robotic arms are proposed, the vendor must include and describe a mechanism for automatically transporting labware between robots without operator intervention.	YES	X
Robot must include collision detection to prevent damage to instrumentation or robot in the event of error.	YES	X
Robot must include a plate gripper that	Yes	X

is compatible with all common 96, 384, 1536 SBS microplates and served instruments.		
The gripper must be equipped with plate presence sensing.	YES	X
Robot performs 1D and 2D barcode scanning as part of moves.	YES	X
Robot performs high-speed automated lidding/delidding.	YES	X
Vendor must propose an automated lidding/delidding function to hold a minimum of 4 lids in parallel across the system	YES	Lid capacity of system: 4 positions, 2 positions on 2 LidValets each
Vendor must propose a random-access storage to hold a minimum of 8 SBS microplates in parallel across the system	YES	Microplate storage capacity: 8
Robot must be able to reorient SBS microtiter plates when needed. The reorientation needs to be automatic, without human intervention	YES	X
The vendor must indicate the limits of the access of the robotic arm in the system images submitted for this proposal for the future expansion of the system.	YES	X

1.2 Technical parameters for HCS Peripheral Device Access:

Parameter description:	Parameter fulfilled:	Parameter value of the subject of performance offered by the participant:
It must be possible to rotate or slide devices that are integrated to the system into a position for ergonomic manual use, while the rest of the system is in use for automation	YES	X
The access mechanism must ensure positional accuracy upon re-positioning of the device to automation position (operator not required to reattach	YES	X

robot), and also to prevent the robot from accessing any instrument when it is in the offline/manual state.		
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1.3 Technical parameters for Integration of third-party devices:

Parameter description:	Parameter fulfilled:	Parameter value of the subject of performance offered by the participant:
<p>The vendor must integrate the following third-party devices owned by the buyer and located at IMG, Prague, Czech Republic:</p> <ul style="list-style-type: none"> • 1x JANUS MINI Automated Workstation (PerkinElmer) • 1x xCELLigence RTCA Systems (ACEA Biosciences) • 1x STX100 IC Automated Incubator (Liconic) • 1x STX100 HR Automated Incubator (Liconic) • 2x Operetta High-Content Imaging System (PerkinElmer) • 1x Microplate Centrifuge (Agilent) • 1x Multidrop Combi (THERMO) 	YES	X
<p>The vendor must integrate the following third-party devices which will be tendered by buyer along with this tender:</p> <ul style="list-style-type: none"> • 1x High-content automated confocal microscope 	YES	X

1.4 Technical parameters for HCS PC Workstation:

Parameter description:	Parameter	Parameter value of the subject of
------------------------	-----------	-----------------------------------

	fulfilled:	performance offered by the participant:
Vendor must provide a PC workstation capable to operate robotic station in the terms of hardware and software requirements.	YES	X

1.5 Technical parameters for HCS Station Software:

Parameter description:	Parameter fulfilled:	Parameter value of the subject of performance offered by the participant:
The software must be capable to operate robotic station as a whole unit, third party instruments included even with future updates.	YES	X
The software must provide a graphical user interface to allow the definition of a protocol, including its active plates, to be modified in the middle of a live order. This must include altering the remaining steps for an active plate, cancelling active or planned plates, changing protocol resource assignment and resource parameters.	YES	X
Scheduler must have a graphical Gantt chart simulation tool, allowing for planning of sample and device utilization.	YES	X
A single instance of the software must allow protocol design, order creation, and order simulation while the system is running other orders.	YES	X
The software must have order interleaving and scheduling and must be able to run multiple orders in parallel, while supporting injection of new orders with time or event-based	YES	X

control.		
The software must offer the ability to remove a device from the system during a run to use in stand-alone mode and then, once action is complete, return the device back into active use on the platform. This action must not interrupt the method.	YES	X
The software must be able to fully recover samples in an ongoing run from a catastrophic failure (e.g. a power outage).	YES	X
The software must include a scripting API, with wide access to plate, system and process variables, and easily accessible embedded scripting environment that allows users to customize the behavior of their automated protocols. The scripting API must be completely open to the user.	YES	X
Able to configure system to automatically respond to error conditions, including definition of which steps to follow for recovery, plus automated use of user-scripts to resolve failures	YES	X
The software must have the ability to automatically resolve scheduling deadlocks during a run, without user intervention.	YES	X
The software must allow users to pause a current order by halting the introduction of new plates, but running already-started plates to completion.	YES	X
The software must be able to fully recover samples in an ongoing run from a catastrophic failure (including a full	YES	X

power loss).		
The software must allow users to place orders for processing any number of plates, using any type of labware, against a single protocol without requiring the protocol to be edited.	YES	X
The software must provide a method for automatically scanning barcodes of plates in storage for an order, updating their physical locations and barcodes, and informing a user if ordered barcodes are missing.	YES	X
The software must support a connectivity to the local LIMS; the software must provide an open web services messaging platform that can be used by the user to directly submit orders and cherry pick lists into the software for processing	YES	X
The software will be updated free of charge with the latest version of the operating software at the end of 2021.	YES	X

1.6 Technical parameters for Automated Plate Shaking Integration:

Parameter description:	Parameter fulfilled:	Parameter value of the subject of performance offered by the participant:
The bidder must propose the number of devices consistent with overall throughput and capacity requirements.	Yes	number of devices:1
Hardware integration must be compatible with previously described peripheral device access requirement.	Yes	X
Device(s) is "robot integration-ready" in terms of hardware and software	Yes	X

Device must be compatible with microplates in 96, 384 and 1536 well format	Yes	X
Device must have plate locking mechanism	Yes	X
Device must have sensed zero-position	Yes	X
Device must offer variable mixing speeds from 200 up to 2,000 rpm at minimum	Yes	mixing speed range: 200 up to 3000rpm

1.7 Technical parameters for optional integration of ambient high-density labware storage device:

Parameter description:	Parameter fulfilled:	Parameter value of the subject of performance offered by the participant:
<p>The vendor optionally proposes the integration of ambient, high-density sequential plate/labware delivery device.¹</p> <p>The fulfillment of this parameter is the subject of evaluation within the evaluation criterion "Quality and Performance"</p>	No	X
Stackers must be removable to permit swift exchange of processed labware with fresh labware.	No	X
It must be possible to store a minimum of 200 384-well plates (Sample Height 14.4mm) or 300 heat sealed 1536-well plates (Sample Height 11mm) in one device.	No	Storage capacity:
Must have automatic plate handling	No	X

¹ If the storage is not part of the tender the supplier will not be excluded from the procurement procedure. The system must be ready to integrate them later.

system (lift system and plate-handler or comparable system).		
Plate retrieval time should be a maximum of 15 seconds.	No	Plate retrieval time:

1.8 Installation and training for HCS station:

Vendor must secure the installation of the HTS station at customers' premises in Prague, Czech Republic.	YES	X
Training for the operation and maintenance of the system must be provided on-site by experienced and qualified experts in duration of at least 2 days for at least 3 operators.	YES	Training provided:
Within the guarantee period, the Seller obliges to start rectifying the defect within maximum 24 hours after the Purchaser announced the defect, unless the Contractual Parties agree otherwise. The Seller obliges to rectify the defect announced by the Purchaser free of charge maximum within 5 days from the day when the Purchaser announced the defect to the Seller unless the Contractual Parties agree otherwise.	YES	X

1.9 Site acceptance test (SAT):

To demonstrate the functionality of the HCS station, a method described in the attached Excel file (Workflow HCS.xlsx) will be run and must be completed without interruption.

The Contracting Authority warns the Participants that in the event the offered subject of performance does not meet the above-mentioned technical characteristics and technical parameters (i.e. the Participant answers "NO" in the *Parameter fulfilled* column). Such offer

does not meet the desired conditions and requirements of the contracting authority and will be excluded.

Beverly, September 21 st 2020	
	<div data-bbox="804 533 1334 667"></div> <div data-bbox="756 667 1404 790">Signature: Ira Hoffman CEO 12/15/20 HighRes Biosolutions Inc., Cherry Hill Drive 102, MA 01915, USA</div>



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Development and Education



Annex no. 2

Bid Cover Note

Public Contract name: HTS robotic stations
Part of Public Contract: VZ0099534: HTS robotic stations part 2 –
Robotic station for microscopy
Contracting Authority: Institute of Molecular Genetics of the Czech
Academy of Sciences
Registered Office: Vídeňská 1083, 14200 Prague
Company identification No.: 683 78 050
**Person authorised
to act on behalf of the Contracting Authority:** RNDr. Petr Dráber, DrSc., Director

Participant: HighRes Biosolutions Inc.
Registered office: Cherry Hill Drive 102, Beverly, MA 01915, USA
Id. No.: Employer ID: 20-1693803
Tax Id. No.: Employer ID: 20-1693803

Medium-sized enterprises (in accordance with the Recommendation 2003/361/ES): Yes

Bank:

Account Name: JP Morgan Chase Bank, N.A.
Name of Bank: Ceskoslovenska Obchodni Banka AS.
Address: Prague
Account Number: 0080100166541683
Swift: CEKOCZPP
IBAN: CZ3803000080100166541683
Beneficiary "CHASUS33"

Person authorized to represent the participant: Ira Hoffman (CEO)
Address: HighRes Biosolutions Inc., Cherry Hill
Drive 102, MA 01915, USA

Email:

Phone:

Contact person:

Contact address:

Unit D2, Broadoak Business Park,
Ashburton Road West
Trafford Park, Manchester
M17 1RW, UK



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Development and Education



In Beverly On December 10th, 2020



Signed by Ira Hoffman (CEO)

12/15/20



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Annex no. 3

Affidavit on Basic and Professional Criteria

pursuant to the Sec 86(2) of the Act No. 134/2016 Coll., Public Contracts Awarding, as amended
(hereinafter the "Act")

Public Contract Name:	HTS robotic stations
Part of Public Contract:	VZ0099534: HTS robotic stations part 2 – Robotic station for microscopy
Contracting Authority:	Institute of Molecular Genetics of the Czech Academy of Sciences

(hereinafter the "Public Contract")

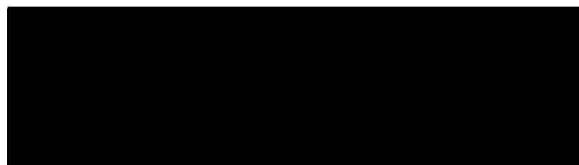
Participant Business Name incl. Legal Form:	HighRes Biosolutions Inc.
Registered Office:	Cherry Hill Drive 102, Beverly, MA 01915, USA
Company Identification No.:	Employer ID: 20-1693803
Authorized Representative:	Ira Hoffman (CEO)

(hereinafter the "Participant")

I as a person authorized to act on behalf of the Participant hereby solemnly declare that that the Participant fulfils the **basic criteria** stipulated by the Contracting Authority within the Public Contract pursuant to Section 74(1) of the Act.

I as a person authorized to act on behalf of the Participant hereby solemnly declare that that the Participant fulfils the **professional criteria** stipulated by the Contracting Authority within the Public Contract pursuant to Section 77(1) of the Act

In Beverly On September 21st 2020



Signed by Ira Hoffman (CEO)

12/15/20



Annex no. 4

Affidavit on Technical Qualification Criteria

List of Important Supplies

pursuant to Sec 79(2)(b) of the Act No. 134/2016 Coll., on Public Contracts Awarding, as amended
(hereinafter the "Act")

Public Contract Name:	HTS robotic stations
Part of Public Contract:	VZ0099534: HTS robotic stations part 2 – Robotic station for microscopy
Contracting Authority:	Institute of Molecular Genetics of the Czech Academy of Sciences

(hereinafter the "Public Contract")

Participant Business Name incl. Legal Form:	HighRes Biosolutions Inc.
Registered Office:	Cherry Hill Drive 102, Beverly, MA 01915, USA
Company Identification No.:	Employer ID: 20-1693803
Authorized Representative:	Ira Hoffman (CEO)

(hereinafter the "Participant")

I as a person authorized to act on behalf of the Participant hereby solemnly declare that that the Participant fulfils the **technical qualification criteria** stipulated by the Contracting Authority within the Public Contract pursuant to Sec 79(2)(b) of the Act, since we have realized the below mentioned supplies within the last five years.

List of the Important Supplies:

Name of Client and its Registered Seat	Name of Provider (respectively its relationship to Participant)	Term of Realization (month and year)	Financial Extent	Description of Supplies Provided*	Contact Person of the Client and Contact Data (Email/Phone)
University of Cologne	HighRes Biosolutions Inc.	December 2018	>5,000,000 CZK	Supply of HTS/HCS automation	

Add lines if needed



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In Beverly On September 21st 2020



Signed by Ira Hoffman (CEO)



12/15/20