

**UAMS TERMS AND CONDITIONS
FOR RESEARCH CORE FACILITIES SERVICES**

1. **Scope of Services.** As part of UAMS's research mission, UAMS operates research core laboratories to advance basic, clinical and translational research. Customer agrees to use UAMS Core Lab equipment on a pay-per-use basis and/or engage a UAMS Core Lab to conduct certain analytical tests or other services on Customer's test materials as set forth in the request submitted by Customer and accepted by UAMS via iLab platform (an "Order"). Each Order incorporates by reference these terms and conditions. "Core Lab" is the UAMS core laboratory identified in the Order. "Customer" is the non-UAMS investigator and his or her institution identified in the Order.
2. **Pricing.** Prices will be as the price list on the day of ordering, and do not include taxes, shipping and handling costs. Customer will be responsible for all reasonable cost of handling, packaging and shipping of the Customer Materials. Customer will pay UAMS as set forth in the Order confirmation or invoice. All invoices are due and payable thirty (30) days from the date of invoice. UAMS may suspend or cease to provide access to Core Lab equipment or perform services if Customer does not make payment when due and payable.
3. **Customer's Materials.** Customer will supply UAMS with sufficient amounts of Customer's test materials identified in the Order to perform the services ("Customer Materials"). Customer represents and warrants that it has the full right to provide the Customer Materials to UAMS for the performance of the Order. All Customer Materials used in connection with an Order will remain the property of Customer. UAMS will not be responsible for any loss, damage or destruction of Customer Materials unless caused by the gross negligence or intentional misconduct of UAMS.
4. **Results.** UAMS will furnish a report or data containing information as specified in the Order. All reports or data will be prepared in the standard format of UAMS, unless otherwise agreed by UAMS. All reports and data generated by UAMS in the performance of the Order will be owned by Customer. Customer Materials, reports and data may be destroyed by UAMS in accordance with UAMS policy, unless otherwise mutually agreed by the parties.
6. **Reservation of Rights.** UAMS retains all rights in its equipment, services, including new data processes, software, technology, methodology, or know-how developed by UAMS which relate to laboratory testing or data collection or data management or that do not depend on or otherwise require the use of Customer Materials.
7. **Disclaimer.** UAMS makes no warranty as to the results that will be achieved, and Customer understands and agrees that even when the prescribed processes and procedures are employed, unexpected and unintended results may occur. All Core Lab equipment, laboratory services and results are provided, performed and delivered without warranty of any kind, either express or implied, including but not limited to any warranty of fitness for a particular purpose. The entire risk of Customer's use of the equipment and results will be solely with Customer.

8. Independent Contractor. The relationship of the parties established by an Order is that of independent contractors. Neither party shall have any authority to obligate the other in any respect nor hold itself out as having such authority.
9. Entire Agreement. The Order constitutes the entire understanding and agreement among the Parties hereto with respect to the subject matter hereof and supersedes and replaces all prior agreements, both oral and written. Any purchase order or other document of Customer shall not be binding on UAMS unless signed by a duly authorized representative of UAMS. No modification or amendment of an Order shall be effective unless made in writing and signed by the authorized representatives of the parties.
10. Publicity. Neither party shall, without the prior written consent of the other party, use the other Party's name, trademark, logo, symbol or other image in connection with any products, promotion or advertising.
11. Force Majeure. UAMS shall not be liable to Customer for any delay or default in its performance hereunder if such delay or default is caused by conditions beyond UAMS's control.
12. Choice of Law. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Arkansas without regard to its conflicts of laws principles.
13. Liability. Nothing in the Order is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Arkansas or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the State of Arkansas, their agents or agencies. Any and all claims against the University of Arkansas, the State of Arkansas, their respective trustees, officers, employees and agents, in performing any responsibility specifically required under the terms of the Order shall be submitted to the Arkansas State Claims Commission. Damages recoverable against the State of Arkansas shall be limited to claims paid by the Arkansas State Claims Commission pursuant to Arkansas law, which shall not exceed the total amount paid by Customer under this Order. UAMS will not be liable for any indirect, consequential, special or punitive damages whatsoever arising out of an Order or the use or inability to use the results.