

**RAMOT AT TEL-AVIV UNIVERSITY LTD.  
GENERAL TERMS AND CONDITIONS**

**1. Application.**

These general terms and conditions shall apply to all services performed by Ramot and all use of facilities and equipment at TAU by Purchaser, in accordance with the Approved Offer.

**2. Definitions**

"Approved Offer": Ramot's offer for the provision of Services and/or the Use, that is approved by Purchaser in its purchase order, such purchase order signed both by the Purchaser and Ramot.

"Deliverables": all data, materials or modified materials resulting from the Services, as specified in the Approved Offer.

"Purchaser": the person or the company for which the Services and/or Use are intended as specified in the Approved Offer.

"Ramot": Ramot at Tel-Aviv University Ltd.

"Services": the services performed by the TAU Team, as specified in the Approved Offer.

"TAU": Tel-Aviv University.

"TAU Team": TAU personnel performing the Services, as specified in the Approved Offer.

"Use": the temporary use by the Purchaser of the facilities and/or equipment at TAU, as specified in the Approved Offer.

**3. Performance of Services and/or Use.**

Ramot shall cause the TAU Team to perform the Services and/or shall cause TAU to permit the Use, as specified in the Approved Offer.

**4. Deliverables – Ownership and Restriction on Use.** The Deliverables shall be the sole property of the Purchaser. Deliverables which are materials will be used for internal purposes only and will not be sold by the Purchaser as part of any product or service.

**5. No Warranty.** The Deliverables are provided "AS IS" and are understood to be experimental in nature and may have hazardous properties. RAMOT MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DELIVERABLES WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OF THIRD PARTIES, OR THAT THE DELIVERABLES WILL BE OF ANY COMMERCIAL VALUE.

Purchaser hereby confirms that it has inspected the facilities and/or equipment specified in the Approved Offer and found them suitable for the Purchaser's intended Use. Ramot does not guarantee the accuracy of any test results the Purchaser may obtain from the Use.

**6. Fees.**

6.1 In consideration for the Services and/or Use, the Purchaser shall pay Ramot the aggregate amount specified in the Approved Offer.

6.2 All amounts that are not paid by the Purchaser on or before the date such amounts are due in accordance with the Approved Offer shall bear interest at an annual interest, compounded monthly, equal to ten percent (10%).

**7. No liability and Indemnification.** Ramot, TAU (including the members of the TAU Team), their affiliates and their respective directors, officers, employees, and agents and their respective successors, heirs and assigns (the "Ramot Indemnitees") shall not be liable for and Purchaser shall indemnify Ramot Indemnities for any damage, loss, or expense incurred by or imposed upon any of the Ramot Indemnitees in connection with any claims, suits, actions, demands or judgments arising out of any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability and regardless of whether such action has any factual basis) arising out of, concerning or resulting from any use by Purchaser, its licensees, assignees or anyone on its behalf of the Deliverables or the results of Purchaser's Use.

**8. Confidential Information.** The TAU Team shall maintain the confidentiality of the Purchaser Confidential Information (as defined below) using the same degree of care that it uses to maintain its own confidential information, but in any case at least a reasonable degree of care. The TAU Team shall use Purchaser Confidential Information only for the purpose of performing the Services. "Purchaser Confidential Information" means the Deliverables and any scientific, technical, trade or business information relating to the subject matter of the Approved Offer disclosed by or on behalf of the Purchaser to the TAU Team, except to the extent such information: (i) was known to the TAU Team at the time it was disclosed, as evidenced by written records; (ii) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Section 8; (iii) is made available to the TAU Team by a third party who is not subject to obligations of confidentiality to the Company with respect to such information; or (iv) is independently developed by the TAU Team without the use of or reference to Company Confidential Information, as demonstrated by written records.

**9. Governing Law and Jurisdiction.** The terms herein shall be governed by and construed in accordance with the laws of Israel, without regard to the application of principles of conflicts of law, and sole jurisdiction is granted to the competent court in Tel Aviv, Israel.