

General Terms and Conditions for the engagement of performing independent research services using Technion equipment – all subject to specific Price Quotation

1. Preamble

- 1.1 Company is interested in using the equipment as detailed in the Price Quotation, for the independent services activities of the Company to be rendered by Company's authorized representative (as defined below) - all as specified in the Price Quotation which includes all relevant information details (the "**Equipment**", "**Services**").
- 1.2 The Company is solely responsible for providing full and accurate information to enable the Service Provider setting relevant Price Quotation.

2. The Services

- 2.1 The Company shall provide the Center with the information details of all persons which shall it wishes to perform the Services on its behalf. The Center, in its sole discretion, may approve/reject any personnel of such request. Persons approved to perform the Services, must undergo technical and safety training ("**Pre-Services Training**") prior to enter the Center and use the equipment, as a pre condition to perform the Services. Only Company's personnel who have been trained and approved by the Center, will be entitled to enter the Center and use the Equipment (the "**Company's Authorized Representatives**"), all subject to the provisions of this Agreement.
- 2.2 The Company's Authorized Representatives shall follow the Center's work procedures and safety instructions (the "**Work Procedures**"). The Company is solely responsible for the actions and omissions of the Company's Authorized Representatives, including in entering the Center, use of the Equipment in accordance with the Work Procedures and the provisions of this Term & Conditions Document.

- 2.3 The Center serves the Technion - Israel Institute of Technology's ("**Technion**") and Technion R&D Foundation Ltd ("**TRDF**") researchers, as well as other companies and entities. Thus, entrance to the Center and the use of the Equipment by the Company's Authorized Representatives will be based on availability. The Center is not responsible and do not guarantee availability of any of the Equipment.
- 2.4 The Equipment is available for use only during regular working hours, subject to prior booking, availability, and approval of the Center.
- 2.5 The Center is making reasonable efforts in order to keep the Equipment in good condition and ready for use. Non-availability of the Equipment does not constitute a breach by the Center and does not provide the Company with the right to make any claim against the Center and/or the Technion, as to the non-availability of the Equipment, direct or indirect damages and losses.
- 2.6 The Company undertakes that the Company's Authorized Representatives immediately inform the Center on the occurrence of any malfunction and/or damage and/or any difficulties in using the Equipment and/or the Center's facilities.
- 2.7 Company acknowledges that Service Provider may render similar services to any third-party, and is under no obligation to avoid rendering services which are of the same nature, provided that it does not disclose any Company's Confidential Information, as defined below.

3. Use of Company's Materials in the Center

- 3.1 In all cases the use of the Equipment involves materials, chemicals, biological or others (the "**Materials**") which the Company wishes to bring by the Company's Authorized Representatives, the Company is obligated to specify in advance and prior to delivering the Materials to the Center, what the Materials are, what their composition is, what are the terms of use, and what are the required terms of safety.

- 3.2 The Company undertakes and declares that the Materials are retained by the Company in accordance with all applicable terms, laws, and regulations and that the Company has obtained all the permits and/or approvals required by law, as needed, to hold the Materials, provide them, and use them.
- 3.3 The Company assumes full and sole responsibility, liability, and warranty, explicit or implied, in connection with the Material, and shall be fully and solely responsible and liable to any damage, including indirect, ancillary or consequential damage thereof. The Company fully releases the Center, Technion and anyone on their behalf from any and all such responsibility, liability and warranty.
- 3.4 The Company must not leave the Materials in the Center's facilities without supervision, and it shall dispose of all Material when leaving the premises. It is hereby clarified that the Center, TRDF and Technion will not store any Material and are not responsible for keeping any Materials during and after the end of this Engagement.
- 3.5 The Center, TRDF and the Technion are not responsible for maintaining and/or documenting the results of the use of the Equipment. The Company explicitly releases the Center, TRDF and the Technion from maintaining, documenting, or providing Company with any documentation regarding the use of the Equipment.

4. Consideration

- 4.1 The Company undertakes to pay TRDF the following: (1) The cost of the Pre-Services Training of any and all Company's Authorized Representatives; (2) The cost of using the Equipment, as per the Price Quotation (together shall be defined as "**Consideration**")
- 4.2 The Consideration will be calculated monthly, based on the Center's records.
- 4.3 The Center may, from time to time, update its price list and hence the Price Quotaion may be updated.
- 4.4 The invoice amount shall be calculated by the Center in accordance with the price quotation, to be paid by the Company within 30 (thirty) days thereof. VAT shall be added to all payable amounts

due by the Company. An advance payment may be required by the Center to be paid prior to the Company's entering the Center and start using the Equipment. Any delinquent payments shall bear interest at the rate applied by Bank Leumi Leisrael to accounts for credit limit.

- 4.5 In the event Company fails to pay fully and/or timely any of the payments, the Center and TRDF are entitled to immediately cease any of the Services and withhold providing Company with the results of the Services and withhold any of the Company's Materials, documents or equipment located at the Center. The above remedy does not derogate any of TRDF rights to pursue any other legal remedies and reliefs.

5. Use of Company's Equipment in the Center

- 5.1 In case Company wishes to bring to the Center complimentary equipment to be used for the Services by the Company's Authorized Representatives - the Company is obligated to specify in advance and prior to bringing such Company Equipment to the Center any relevant details including any required terms of use, safety requirements etc ("**Company Equipment**").
- 5.2 Center has the sole discretion as to approving such Company's Equipment use in the Center.
- 5.3 The Company undertakes and declares that Company Equipment is retained by the Company in accordance with all applicable terms, laws, and regulations and that the Company has obtained all the permits and/or approvals required by law, as needed, to hold the Company Equipment, provide them, and use them.
- 5.4 The Company assumes full and sole responsibility, liability, and warranty, explicit or implied, in connection with the Company Equipment, and shall be fully and solely responsible and liable to any damage, including indirect, ancillary or consequential damage thereof. The Company fully releases the Center, TRDF and Technion and anyone on their behalf from any and all such responsibility, liability and warranty