YEDA RESEARCH AND DEVELOPMENT COMPANY

UNDERTAKING IN CONNECTION WITH THE TRANSFER OF DATA RESULTS

I, the Recipient identified by the contact information in the online form I submitted in connection with this Undertaking ("the "Form"), request to receive and use the results ("Results") generated by the software tool known as "Functional Libraries - FUNCLIB" (the "Software") from Dr. Sarel-Jacob Fleishman of the Department of Biomolecular Sciences at the Weizmann Institute of Science (the "Scientist" and the "Institute", respectively) in order to test the applicability of the Results for my non-commercial academic research needs.

I acknowledge that as the rights and title in and to the Results vest in Yeda Research and Development Co. Ltd. ("Yeda") and thus constitute a valuable asset of Yeda, it is agreed that the Results shall be provided subject to and in accordance with the following terms, and by electronically accepting this Undertaking through the click on the "I Agree" or similar button, I hereby agree to be bound by the following terms.

Right and Title

1. The Recipient acknowledges that the Results may be the subject of a license granted by Yeda to a commercial entity and is or may be the subject of patent applications and it contains (or may contain) copyrighted material, trade secrets, trademarks and other proprietary information owned by Yeda. This Undertaking does not grant to Recipient any rights to patents, patent applications, data rights, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), domain names or any other rights, functions or licenses in respect of the Results.

Terms of Use

- 2. Recipient shall use the Results for academic research purposes only. The Results shall not be used for any commercial purposes, including, but not limited to, collaborations with non-academic and/or commercial entities or activities sponsored by non-academic and/or commercial entities, and/or any obligation or rights towards and/or including an option to non-academic and/or commercial entities to transfer any rights relating to the Results. Recipient agrees that any and all results stemming from the use of the Results during the performance of the said research shall not be used by it for any non-academic and/or commercial purposes without receiving prior written approval from Yeda.
- 3. The Results shall be kept and used only at the Recipient's premises and only in Recipient's strict possession. Recipient further agrees not to transfer the Results and/or grant any rights to the Results to any other person or entity (including within the Recipient's organization), except to employees under the direct supervision of Recipient, unless they have previously undertaken to Yeda in writing to abide by the terms of this Undertaking. Recipient agrees to use its best efforts and will take all reasonable steps to protect the Results from any unauthorized use, reproduction, publication, disclosure or distribution.
- 4. Recipient will not and will ensure that any other Recipient employees under his/her direct supervision will not use the Results for any activity that constitutes, or encourages conduct that would constitute, a criminal offense, give rise to civil liability or otherwise

violate any applicable law.

5. The permission granted to the Recipient to use the Results will terminate automatically if any of the conditions above are violated by Recipient. The Recipient's obligations herein shall survive the expiration or termination of this Undertaking for whatever cause.

Publications

6. In all oral or written publications concerning the use of the Results, an appropriate acknowledgment of the primary citation for the Software [Goldenzweig, et al. *Mol. Cell* **63**: 337-346] shall be made, unless requested otherwise by the Scientist.

No warranties

- 7. YEDA AND THE INSTITUTE DO NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF PERSONS ACCESSING THIS SITE OR THE SOFTWARE, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF THIS SITE OR THE SOFTWARE BY OTHER USERS; THEREFORE, YEDA AND THE INSTITUTE DISCLAIM ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION BY OTHERS. YEDA AND THE INSTITUTE DO NOT GUARANTEE THAT THIS SITE OR THE SOFTWARE WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING AND DISCLAIM ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THIS SITE OR THE SOFTWARE.
- 8. This Software has not been fully investigated and consequently the Results are supplied to the Recipient entirely at the Recipient's risk. The Results are provided on an 'as is' and 'as available' basis with all faults. Yeda makes no representations and extends no warranties of any kind, either expressed or implied. Without derogating from the foregoing, there are no expressed or implied warranties by Yeda, the Institute or any the Institute's employees (including the Scientist) that the Results will meet Recipient's requirements or that use of the Results will be error free. Recipient hereby acknowledges that the Results may contain errors. Yeda expressly disclaims all implied warranties, including but not limited to warranty of title, merchantability, fitness for a particular purpose or non-infringement of third party rights. Recipient shall be solely responsible for any damages resulting from its use of the Results.
- 9. Yeda, the Institute and the Institute's scientists have no liability for loss or damages arising from or in connection with the use of the Results by Recipient or any of its employees or by use of anyone obtaining it from Recipient in accordance with the terms hereof. Recipient will assume all risks, resulting from acceptance and use of the Results, to itself and to any others. Yeda, the Institute or any of Yeda or the Institute's employees (including the Scientist) will not be liable for any loss or claim or demands made by Recipient, or for any loss or claim or demands made against Recipient by other parties due to Recipient's use of the Results. No indemnification is provided or intended.

Governing Law

10. This Undertaking will be governed by the law of Israel.