BIRAD RESEARCH AND DEVELOPMENT COMPANY LTD.

NACHSHON STANDARD EXCLUSIVE LICENSE AGREEMENT

This Standard Exclusive License Agreement (the "Agreement") is made as of the Effective Date specified in the Deal Schedule by and between BIRAD Research and Development Company Ltd. ("BIRAD"), the technology commercialization company of Bar-Ilan University ("BIU"), and the company identified as Licensee in the Deal Schedule ("Licensee"). This Agreement consists of:

(i) the Deal Schedule; (ii) the Standard Terms and Conditions; and (iii) the Exhibits.

No binding agreement exists until this Agreement (all parts of it) has been fully signed by both parties; unsigned drafts are not offers.

This Agreement implements the BIRAD Nachshon Standard Commercialization Principles identified in the Deal Schedule, as published by BIRAD. **No substantive deviation from the published standard form is effective unless it is listed in the Deviation Schedule (Exhibit E), together with the identity of the party that requested the deviation. Deviations may be requested only by Licensee or by the BIU Inventor(s); BIRAD-initiated deviations are not permitted under this standard track. In the event of a conflict, the Deal Schedule controls only to the extent the conflict is expressly listed as a deviation.**

For clarity, completion of the deal-specific entries expressly contemplated by the Deal Schedule, Exhibits A through D and the Classification Record in Section F.13 of Exhibit F, in accordance with the published criteria and without changing any published standard term, does not constitute a deviation.

Capitalized terms used in the Deal Schedule and in the Exhibits have the meanings given in Section 1 of the Standard Terms and Conditions.

PART A - DEAL SCHEDULE

Item	Standard / Deal-Specific Entry
1. Standard Form Version	BIRAD Nachshon Standard Form Version 2.1, published on October 18, 2026
2. Standard Set	Selected Standard Set: ☐ Fast ☐ Medium ☐ Long The Standard Set is determined by BIRAD alone in accordance with Exhibit F (Classification Schedule), is recorded here and in the Classification Record under Section F.13 of Exhibit F, and, subject to Sections F.9 and F.10 of Exhibit F, is fixed for the term of this Agreement and is not subject to negotiation. Material Licensed Products, services and distinct uses and their classification under Exhibit F: [each material Licensed Product, service and distinct use, and its classification]. Reasoned determination: Classification Record, Exhibit F, Section F.13.
3. Effective Date	[●]

Item	Standard / Deal-Specific Entry
4. BIRAD	BIRAD Research and Development Company Ltd., Bar-Ilan University, Ramat Gan 5290002, Israel. Attention: VP Business Development. Email for notices: legal@birad.biz and info@birad.biz
5. Licensee	[Full legal name, jurisdiction of incorporation, registration number and address]. Email for notices: [●].
6. BIU Inventor(s)	[Name(s) of BIU Inventor(s)] (not a party to this Agreement; sign(s) the acknowledgment on the signature page).
7. Technology / BIRAD Case	[BIRAD case number and technology title]
8. Field	[Field of use, including any express exclusions]
9. Territory	Worldwide, subject to Section 7.4 (Core Countries).
10. Licensed Patent Rights	The patents and patent applications listed in Exhibit A, subject to the third-party, co-owner and funder rights identified there.
11. Licensed Know-How	Only the BIU-owned know-how and transfer materials specifically listed in Exhibit B.
12. License Scope	Exclusive license under the Licensed Patent Rights; non-exclusive license to the Licensed Know-How; one permitted tier of sublicensing; subject to the retained academic rights (Section 2.3).
13. Option Status	☐ No option. ☐ This Agreement follows exercise of the BIRAD Standard Option Agreement dated [date, or N/A].
14. Equity and Governance	BIRAD/BIU equity: 0%. Minimum ESOP required by BIRAD: none. Anti-dilution rights of BIRAD: none. Pre-emptive or co-sale rights of BIRAD: none. Shareholder or equity-based information rights of BIRAD: none (Section 5.2). Board seat or observer: none. Involvement in management: none.
15. License Issuance Fee	NIS 0.

Item	Standard / Deal-Specific Entry
16. Annual Exclusivity Fees	Years 1-2: none (development window). From the third anniversary of the Effective Date: NIS 50,000 per year, for as long as no First Worldwide Commercial Sale has occurred. From the fifth anniversary of the Effective Date: NIS 100,000 per year (replacing the NIS 50,000 fee), for as long as neither Net Sales nor Non-Royalty Sublicense Income have been received. Fees actually paid are non-refundable and carry forward as a non-interest-bearing, non-linked credit until fully applied against amounts due under the alternative elected under Section 5.6; no cash refund is due (Section 5.9).
17. Execution	Where the published principles are passed to agreement as-is, the parties shall sign within 30 days; absent deviations, BIRAD shall countersign within 7 business days of receiving Licensee's signature. A BIRAD-signed offer expires 30 days after signature unless extended in writing.
18. Deviations from Published Form	☐ None. ☐ Requested by Licensee. ☐ Requested by BIU Inventor(s). Each deviation must be listed in Exhibit E with the exact clause changed and the written request attached.

Economic Schedule

Component	Fast	Medium	Long
A. Exit Fee (% of Exit Proceeds) (Section 5.3)	2%	3%	4%
B. Exit Fee floor – minimum Applicable Exit Percentage after all Buyout Steps (Section 5.5)	1%	1.5%	2%
C. One-Time Sales Milestone (Section 5.6)	US$400,000	US$1,000,000	US$2,000,000
D. Cumulative Net Sales threshold for the One-Time Sales Milestone (Section 5.6)	US$4,000,000	US$10,000,000	US$20,000,000
E. Running Royalty (alternative) (Section 5.6)	5%	4%	3%
F. Long-Stop Date for First Worldwide Commercial Sale (Section 4.5)	6 years	9 years	12 years

Component	Fast	Medium	Long
G. Maximum Buyout Steps (to the row B floor) (Section 5.5)	2	3	4

H. Exit Percentage Buyout: at Licensee's sole election, purchase of reductions of 0.5 percentage points per full US$50,000,000 of company valuation achieved, up to the maximum number of Buyout Steps in row G, at a price of 0.5% of the unlocking valuation threshold per step (US$250,000; US$500,000; US$750,000; US$1,000,000); prices are non-refundable (Section 5.5).

I. Sales Consideration Election: elected by Licensee, irrevocably, at signing: ☐ Running Royalty Alternative; ☐ One-Time Sales Milestone Alternative (Section 5.6).

J. Non-Royalty Sublicense Income: 10% of Non-Royalty Sublicense Income; this obligation survives payment of the One-Time Sales Milestone (Section 5.8).

K. Past Patent Expenses: the full documented amount stated in Part 2 of Exhibit C, payable within 30 days after the Effective Date. Deferral, including until completion of an initial financing, is permitted only as a Licensee-requested deviation recorded in Exhibit E.

L. Future Patent Expenses: 100% of documented out-of-pocket expenses in the Core Countries (Section 7).

M. Development Plan and Milestones: Exhibit D, stated and detailed milestones designated as material or non-material for each material Licensed Product and use identified. Milestones must be objective, dated and tailored to the selected Standard Set, and may not impose any fee, payment or other consideration to BIRAD. Annual diligence report within 60 days after each calendar year (Section 4).

PART B - STANDARD TERMS AND CONDITIONS

1. Definitions

1.1. **"Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with a party; "control" means ownership of more than 50% of the voting power or the power to direct management.

1.2. **"Applicable Exit Percentage"** means the Exit Fee percentage stated for the selected Standard Set in row A of the Economic Schedule, as reduced, if at all, under Section 5.5.

1.3. **"Business Day"** means any day other than Friday, Saturday and public holidays in Israel, on which banks in Israel are open for business.

1.4. **"Confidential Information"** means information disclosed by one party to the other in connection with this Agreement that is marked confidential or that a reasonable recipient should understand to be confidential, excluding information that is demonstrably public, already known without duty of confidence, lawfully received from a third party, or independently developed without use of the disclosed information.

1.5. **"Core Countries"** means the countries and regions listed in Part 1 of Exhibit C, as supplemented under Section 7.4.

1.6. **"Development Plan"** means the development and commercialization plan attached as Part 1 of Exhibit D, as amended pursuant to Section 4.3.

1.7. **"Effective Date"** means the date stated in Item 3 of the Deal Schedule.

1.8. **"Exit Event"** means any of the following bona fide transactions or series of related transactions: (a) a merger, consolidation, share exchange or reorganization of Licensee in which consideration is payable to Licensee's shareholders and following which the holders of Licensee's voting power immediately before the transaction hold, in the aggregate, fifty percent (50%) or less of the voting power of the surviving entity or its ultimate parent; (b) an issuance, transfer or acquisition of shares of Licensee, whether newly issued or previously outstanding - and whether or not the acquirer was previously a shareholder - as a result of which any person or group of related persons acquires more than 50% of Licensee's voting power or the right to appoint a majority of Licensee's board of directors; (c) a sale, transfer or other disposition of all or substantially all of Licensee's assets, or of all or substantially all of the business or assets to which this Agreement relates; or (d) any transaction or series of related transactions as a result of which the shares of Licensee, of a successor to Licensee, of the surviving entity or of its ultimate parent are admitted to, become traded on, or continue to be traded on a Recognized Exchange, including through an underwritten public offering, a direct listing, a de-SPAC transaction, a reverse merger or a similar transaction (a "Public Listing Event"). A transaction constituting a Public Listing Event is governed exclusively by clause (d) and Section 5.3(b), and not by clauses (a) through (c). A bona fide primary equity financing of Licensee effected by the issuance of new shares is not an Exit Event solely because it results in a change of control, provided that: (i) the principal purpose of the transaction is to raise capital for Licensee; (ii) no more than fifteen percent (15%) of the aggregate consideration in the transaction is paid to existing shareholders; and (iii) the financing is not part of a sale, transfer or exclusive disposition of Licensee's business or of the Licensed Technology. For clarity, a financing satisfying clauses (i) through (iii), including any permitted secondary component not exceeding the fifteen percent (15%) threshold, is not a Non-Listing Exit Event, and does not affect, discharge, reduce or otherwise impair BIRAD's rights under Section 5, which continue to apply to any subsequent Exit Event. An internal reorganization - including a change of jurisdiction or the insertion of a holding company - in which the ultimate beneficial ownership

of Licensee remains substantially unchanged is not an Exit Event, provided that the successor entity assumes this Agreement in writing.

1.9. **"Exit Proceeds"** means any and all consideration actually received as a result of an Exit Event by Licensee (in an asset sale) or by its shareholders (in a merger or share transaction), including upfront payments, milestone and earn-out payments and escrowed or held-back amounts, in each case if and when actually received, and consideration in kind valued at Fair Market Value, less documented out-of-pocket legal, tax-advisory and accounting expenses and fees payable to brokers, finders, investment bankers, escrow agents, paying agents, tax trustees, shareholder-representative service providers, and transaction insurance costs incurred with respect to the Exit Event. "Exit Event Value" means the aggregate value of the Exit Event on the same basis, before deduction of expenses. For a Public Listing Event: "Listing Proceeds" means the aggregate cash proceeds received by Licensee and any selling shareholders in connection with the Public Listing Event, including primary and secondary offering proceeds and concurrent private placements, after deduction only of underwriting or placement discounts and commissions and documented direct offering expenses; "Listing Valuation" means the post-money, fully-diluted equity value attributed to Licensee in the Public Listing Event, including the shares issued in it: in an offering, at the price to the public; in a de-SPAC transaction, reverse merger or similar transaction, the equity value of Licensee established by the definitive transaction documents; and absent both, the opening trading price on the first trading day applied to the shares issued or outstanding in respect of Licensee; a Public Listing Event is treated as set out in Section 5.3(b).

1.10. **"Fair Market Value"** means the price at which an asset would change hands between a willing buyer and a willing seller, dealing at arm's length and neither being under compulsion. Securities listed on a Recognized Exchange are valued at the volume-weighted average closing price over the 20 trading days preceding the measurement date or, in a Public Listing Event, at the price to the public or, absent an offering price, at the opening trading price on the first trading day. If the parties dispute a Fair Market Value determination and do not resolve the dispute within 30 days, it shall be determined conclusively by an independent appraiser agreed by the parties or, failing agreement within a further 15 days, appointed at the request of either party by the President of the Institute of Certified Public Accountants in Israel; the appraiser's fees shall be borne equally.

1.11. **"Field"** means the field of use stated in Item 8 of the Deal Schedule.

1.12. **"First Commercial Sale"** means, with respect to a particular Licensed Product in a particular country, the first bona fide sale, lease, paid subscription, grant of a paid end-user license or other commercial provision of that Licensed Product — including the provision of a service — by a Licensee Party to a customer that is not a Licensee Party: (a) as part of a genuine commercial offering of the Licensed Product; (b) for bona fide commercial end use of the Licensed Product by the customer for its intended purpose, or, where the customer is a bona fide independent distributor or reseller, for resale to end users in the ordinary course of business; (c) for arm's-length consideration that is not merely nominal or symbolic; and (d) after all product-specific approvals, clearances, registrations or authorizations legally required for the commercial marketing of that Licensed Product for its intended use in that country have been obtained and are in effect. A First Commercial Sale occurs on the date on which the Licensed Product is first delivered, activated or made available to the customer for such commercial end use or resale, or the relevant service is first performed, and the customer becomes legally obligated to provide the applicable consideration, subject only to customary ordinary-course rights of rejection, return, warranty adjustment or service credit. The following do not constitute a First Commercial Sale: (i) any transfer or provision solely or principally to research, develop, obtain regulatory approval for, evaluate, validate, demonstrate or test the Licensed Product itself, or for beta, pilot, proof-of-concept, test-marketing, sampling or a similar limited purpose; provided that the description or label assigned to a transaction is not determinative,; (ii) any compassionate-use, expanded-access, named-patient or similar supply, whether or not consideration is paid; (iii) any transaction involving a prearranged or non-customary refund, repurchase, circular or offsetting payment, side

agreement or other arrangement that returns, offsets, disguises or materially negates the consideration or commercial substance of the transaction; (iv) any artificial transaction, or any transaction that is not part of a genuine commercial offering of the Licensed Product; or (v) any transaction whose principal purpose is to trigger, accelerate, postpone or avoid any right or obligation under this Agreement. A single transaction may constitute a First Commercial Sale if it independently satisfies paragraphs (a) through (d) above and is not excluded under clauses (i) through (v).

1.13. **"First Worldwide Commercial Sale"** means the earliest First Commercial Sale of any Licensed Product in any country.

1.14. **"Licensed Know-How"** means only the BIU-owned technical information, protocols, data and materials existing on the Effective Date and specifically identified in Exhibit B.

1.15. **"Licensed Patent Rights"** means the patents and patent applications listed in Exhibit A, together with all divisionals, continuations, reissues, renewals, reexaminations, substitutions and extensions thereof, foreign counterparts (including PCTs) claiming priority thereto, claims of continuations-in-part entitled to the priority date of and directed specifically to subject matter specifically described in the foregoing, and supplementary protection certificates and other term extensions, in each case to the extent owned or controlled by BIU and administered by BIRAD.

1.16. **"Licensed Product"** means a product or service in the Field (a) the making, use, sale, offer for sale or import of which is covered by a Valid Claim, and/or (b) that is developed or made through use of the Licensed Know-How.

1.17. "**Licensed Technology**" means the Licensed Patent Rights and the Licensed Know-How.

1.18. **"Licensee Party"** means Licensee, an Affiliate of Licensee, a Sublicensee or an Affiliate of a Sublicensee; "Licensee Parties" means all of them collectively.

1.19. **"Long-Stop Date"** means the last day of the period stated in row F of the Economic Schedule for the selected Standard Set, measured from the Effective Date, as extended under Sections 4.5 and 11.8.

1.20. **"Net Sales"** means the gross amount invoiced, or, where no invoice is issued, received, by Licensee, its Affiliates, Sublicensees or any Affiliate of a Sublicensee, for sales of Licensed Products to unrelated third parties, less the following customary deductions to the extent actually allowed and taken: (i) reasonable trade, quantity and cash discounts; (ii) credits or allowances for rejection, recall or return; (iii) indirect taxes directly linked to the sale; and (iv) outbound freight, postage, shipping and transit insurance. Transfers for resale are counted on the first sale to an unrelated third party; non-cash and non-arm's-length transfers are valued at Fair Market Value.

1.21. **"Non-Listing Exit Event"** means an Exit Event described in clause (a), (b) or (c) of the definition of Exit Event.

1.22. **"Non-Royalty Sublicense Income"** means any payments or other consideration that Licensee or its Affiliates receive in connection with a Sublicense, other than royalties based on Net Sales, excluding: (a) bona fide equity investments at Fair Market Value; (b) amounts committed and used solely for research and development of Licensed Products; and (c) reimbursement of patent expenses. Non-cash consideration is valued at Fair Market Value at the time of the transaction.

1.23. **"Qualified Financing"** means a bona fide, arm's-length equity financing of Licensee, led by one or more investors that are not Affiliates of Licensee or of its founders, in which shares are issued at a fixed price reflecting a negotiated pre-money valuation. The issuance of SAFEs, convertible loans or similar instruments is not a Qualified Financing, and amounts invested under them are

taken into account only upon their conversion, in and at the valuation of the priced equity financing in which they convert. "Qualified Valuation" means the post-money valuation expressly established by a Qualified Financing.

1.24. **"Recognized Exchange"** means the Tel Aviv Stock Exchange, the New York Stock Exchange, Nasdaq, the London Stock Exchange or another internationally recognized securities exchange.

1.25. **"Reversion Improvement"** means only a Licensee-owned improvement that: (a) is specifically directed to the Licensed Technology; (b) is necessary to continue development of a Licensed Product; (c) is identified, or is required to be identified, in the termination handover under Section 10.6; and (d) excludes Licensee background technology, general platforms, manufacturing know-how of general application and third-party rights.

1.26. **"Standard Set"** means the selected economic set recorded in Item 2 of the Deal Schedule, as determined in accordance with Exhibit F (Classification Schedule).

1.27. **"Sublicense"** means a written grant of any right under the Licensed Technology to a third party, including any option to receive such a right. Appointment of a distributor that purchases Licensed Products at arm's length and receives no other license rights and pays no other consideration is not a Sublicense.

1.28. **"Sublicensee"** means any entity granted a Sublicense.

1.29. **"Territory"** means the territory stated in Item 9 of the Deal Schedule, as limited under Section 7.4.

1.30. **"Valid Claim"** means (a) a claim of an issued and unexpired patent within the Licensed Patent Rights that has not been finally held invalid or unenforceable by a decision of a competent authority that is unappealable or unappealed within the time allowed, and has not been disclaimed, abandoned or permanently lost; or (b) a pending claim of a pending application within the Licensed Patent Rights being prosecuted in good faith that has not been abandoned or finally rejected without possibility of appeal or refiling.

2. License Grant and Retained Academic Rights

2.1. Subject to this Agreement, BIRAD, on behalf of BIU, grants Licensee an exclusive, worldwide, royalty-bearing license under the Licensed Patent Rights - subject to the third-party, co-owner and funder rights expressly identified in Exhibit A and to Section 7.4 - to research, develop, make, have made, use, offer for sale, sell, import and export Licensed Products in the Field.

2.2. BIRAD grants Licensee a non-exclusive, worldwide license to use the Licensed Know-How to develop, make, have made, use, offer for sale, sell, import, export and otherwise commercialize Licensed Products in the Field. No know-how is licensed unless specifically listed in Exhibit B.

2.3. BIRAD and BIU retain, for themselves and for other academic institutions and non-profit research organizations, a worldwide, perpetual, irrevocable, royalty-free right to use the Licensed Technology for research, teaching, education and other non-commercial scholarly purposes, including academic collaborations and transfer of research materials for those purposes.

2.4. Licensee may exercise its rights through Affiliates and contractors acting on its behalf, provided that Licensee remains responsible for their acts and omissions and that they are not entitled to grant any further rights.

2.5. All rights not expressly granted are reserved. No license arises by implication, estoppel or otherwise, including with respect to any other technology or intellectual property of BIRAD or BIU.

3. Sublicensing

3.1. Licensee may grant one tier of Sublicenses in the Field and Territory in bona fide arm's-length transactions and for consideration. A Sublicensee may not grant any further sublicense.

3.2. Each Sublicense must be in writing, subordinate to and consistent with this Agreement, limited to the licensed scope, contain all provisions necessary for Licensee to perform its obligations hereunder, preserve the retained academic rights, disclaimers, indemnity and audit provisions (naming the Indemnitees as intended third-party beneficiaries of the indemnity), and terminate to the extent the underlying license terminates, subject to Section 10.5.

3.3. Licensee shall furnish BIRAD with a complete executed copy of each Sublicense (and each amendment or termination thereof) within 30 days after execution. BIRAD shall keep such copies confidential and use them solely to monitor compliance and enforce this Agreement.

3.4. Licensee remains primarily liable for all of its obligations. Any act or omission of a Sublicensee that would constitute a breach of this Agreement if committed by Licensee constitutes a breach by Licensee, and Licensee shall either cure it or enforce its rights under the Sublicense, including by termination.

3.5. Upon termination of this Agreement, a Sublicensee not then in breach may request a direct license from BIRAD on substantially the terms of its Sublicense, amended as necessary so as not to impose on BIRAD obligations beyond those in this Agreement; BIRAD shall negotiate such license in good faith.

4. Development and Commercialization

4.1. Licensee shall use commercially reasonable efforts, including funding consistent therewith, to develop Licensed Products in accordance with the Development Plan, to introduce Licensed Products into the commercial market, and to market them in the Field following such introduction, and shall achieve each milestone in Exhibit D within its stated time.

4.2. Within 60 days after the end of each calendar year, Licensee shall provide a written report describing its development, regulatory, manufacturing, sublicensing, marketing and sales activities, progress against milestones, material obstacles, and the plan for the current year, together with the then-current Development Plan.

4.3. If Licensee reasonably expects to miss a milestone, it shall so notify BIRAD before the deadline, with a reasonable written explanation and a detailed plan for promptly achieving a reasonably extended or amended milestone. If both are acceptable to BIRAD in its reasonable discretion, Exhibit D shall be deemed amended accordingly. Lack of funding shall not by itself constitute a reasonable explanation, unless caused by circumstances outside Licensee's reasonable control and accompanied by a credible financing plan.

4.4. If a failure to achieve a milestone designated as material in Exhibit D (a “Material Milestone”) is not cured within 60 days after written notice, BIRAD may, proportionately and in its reasonable discretion: (a) narrow the Field or the Territory; (b) convert the exclusive license to a non-exclusive license; or (c) terminate the affected license. BIRAD shall apply the least disruptive remedy reasonably sufficient to prevent shelving of the Licensed Technology, whose commercialization for the public benefit is the purpose of this Agreement.

4.5. Failure to achieve a First Worldwide Commercial Sale by the Long-Stop Date is deemed the failure of a Material Milestone, unless Licensee demonstrates to BIRAD's reasonable satisfaction promising, continuous and active progress toward commercialization, in which case BIRAD shall grant a written extension of up to 12 months at a time.

4.6. This Section 4, and BIRAD's remedies hereunder, remain in full force notwithstanding payment in full of the One-Time Sales Milestone or of any other amount.

5. Consideration

5.1. **Exhaustive Consideration.** Except for the amounts expressly stated in the Deal Schedule and this Section 5, reimbursement of patent expenses under Section 7, BIRAD's share of enforcement recoveries under Section 7.7, applicable VAT and late-payment interest, Licensee owes no other consideration for the rights granted under this Agreement.

5.2. **No Equity or Governance Rights.** Neither BIRAD nor BIU receives any shares, options, warrants, anti-dilution rights, pre-emptive rights, co-sale rights, board seat or observer right under this Agreement, nor any shareholder or equity-based information rights - other than the contractual reporting, audit, diligence, patent-management, sublicense and transaction-information rights expressly set forth in this Agreement. BIRAD requires no minimum ESOP, and neither BIRAD nor BIU has any involvement in the management of Licensee. The capital structure of Licensee is determined by its founders and investors alone.

5.3. **Exit Fee.** (a) Upon the closing of the first Non-Listing Exit Event other than an event described in subsection (d), Licensee shall pay BIRAD a milestone payment equal to the Applicable Exit Percentage of the Exit Proceeds (the "**Exit Fee**"). The portion of the Exit Fee attributable to consideration payable at closing is due at closing; the portion attributable to deferred, contingent, escrowed or held-back consideration becomes a direct debt of Licensee upon, and is payable within 10 Business Days after, the actual receipt of such consideration. The Applicable Exit Percentage in effect at the closing applies to all Exit Proceeds whenever received; no true-up applies. Consideration in kind may be paid in the same form or, at BIRAD's election where transfer is impracticable, in cash at Fair Market Value. Amounts denominated in a currency other than US dollars or NIS are converted at the Bank of Israel representative rate on the date the relevant payment falls due. The Exit Fee is non-dilutable and is unaffected by the capital structure of Licensee. (b) Upon the closing of a Public Listing Event, Licensee shall pay BIRAD an amount equal to the Applicable Exit Percentage of the Listing Proceeds, due at closing; where there are no Listing Proceeds (such as a direct listing without a sale of shares), no payment is due at the listing. A Public Listing Event does not discharge Licensee's obligations under this Section: upon the first subsequent Non-Listing Exit Event, the Exit Fee is computed under subsection (a) on the Exit Proceeds of that event, and any amount paid under this subsection (b) is credited in full against it; no refund is due where the credit exceeds the Exit Fee. The Listing Valuation serves to make Buyout Steps available under Section 5.5. (c) Upon payment in full of the Exit Fee under subsection (a), after any credits under subsections (b) and (d), Licensee's obligations under this Section 5.3 are discharged. (d) Where a Non-Listing Exit Event occurs in connection with a bona fide primary equity financing of Licensee and includes any secondary transfer of issued shares by existing shareholders - whether or not the fifteen percent (15%) threshold in the definition of Exit Event is exceeded - Licensee shall pay BIRAD, at the closing, an amount equal to the Applicable Exit Percentage of the consideration actually received by such existing shareholders in respect of the secondary transfers, net of the deductions applicable to Exit Proceeds. Such a transaction is governed exclusively by this subsection (d), does not constitute the first Non-Listing Exit Event for the purposes of subsection (a), and does not discharge Licensee's obligations under this Section. The amount paid is credited in full against the Exit Fee payable upon the first subsequent Non-Listing Exit Event governed by subsection (a); no refund is due where the credit exceeds the Exit Fee.

5.4. **Payment at Closing.** The Exit Fee is a direct debt of Licensee, due as provided in Section 5.3 regardless of the form of the transaction. For an Exit Event in which consideration is payable to shareholders, Licensee shall provide in the definitive transaction documents for payment of the amounts due under Section 5.3 to BIRAD at closing, by the acquirer or the paying agent, out of the consideration otherwise payable, and shall instruct any paying agent accordingly. Licensee shall reflect its obligations to pay and facilitate payment of the Exit Fee under Sections 5.3, 5.4 and 5.11 in its articles of association, to the fullest extent permitted by applicable law, and shall procure that any shareholders agreement to which it is a party contains corresponding provisions, so that they bind transferees of its shares. Within 60 days after the Effective Date, Licensee shall deliver to BIRAD a written confirmation of its legal counsel that its articles of association reflect the Exit Fee obligations described in Sections 5.3, 5.4 and 5.11.

5.5. **Exit Percentage Buyout.** Licensee may, at its sole election, reduce the Applicable Exit Percentage in increments of 0.5 percentage points (each, a "Buyout Step"), up to the maximum number of Buyout Steps stated in row G of the Economic Schedule and subject to the floor stated in row B (fifty percent of the row A percentage). The k-th Buyout Step becomes available when Licensee's valuation first reaches k times US$50,000,000, as evidenced by the Qualified Valuation of a Qualified Financing, by the Listing Valuation, or by the Exit Event Value at the closing of an Exit Event; once available, a Buyout Step remains available notwithstanding any subsequent decrease in valuation. A valuation or Exit Event Value denominated in a currency other than US dollars is converted into US dollars at the Bank of Israel representative rate on the closing date of the relevant financing or transaction. For availability at an Exit Event, the Exit Event Value is measured once, at closing, as the consideration payable at closing plus the maximum amount of deferred and contingent consideration stated in the definitive transaction documents; later receipt of contingent consideration does not make additional Buyout Steps available. The price of the k-th Buyout Step equals 0.5% of k times US$50,000,000 (US$250,000 for the first Step, US$500,000 for the second, US$750,000 for the third, US$1,000,000 for the fourth). Licensee exercises a Buyout Step by written notice to BIRAD accompanied by payment of its price and, where relevant, the financing documents evidencing the Qualified Valuation; available Buyout Steps may also be exercised concurrently with the closing of an Exit Event, with their prices paid together with the Exit Fee. Each exercised reduction is irrevocable, and Buyout Step prices are non-refundable and are not credited against the Exit Fee or any other amount. Only a Qualified Valuation, the Listing Valuation or the Exit Event Value may be used to establish valuation; no appraisal or other discretionary valuation applies. (Illustration for the Long set: upon a sale at US$250,000,000 with all four available Buyout Steps exercised, the Exit Fee is 2% of US$250,000,000, being US$5,000,000, and the aggregate Buyout Step prices are US$250,000 plus US$500,000 plus US$750,000 plus US$1,000,000, being US$2,500,000 - a total of US$7,500,000.)

5.6. **Sales Consideration Election.** The election recorded in the Deal Schedule is made by Licensee at signing and is irrevocable. ***Under the Running Royalty Alternative***, Licensee shall pay the percentage stated in row E of the Economic Schedule on Net Sales of Licensee, its Affiliates, Sublicensees and their Affiliates, on a country-by-country basis, until the later of (a) expiration of the last Valid Claim covering the Licensed Product in the country of manufacture or sale, and (b) 15 years after the First Commercial Sale of such Licensed Product in the country of sale. ***Under the One-Time Sales Milestone Alternative***, Licensee shall pay the amount stated in row C of the Economic Schedule within 30 days after cumulative worldwide Net Sales first reach the threshold stated in row D of the Economic Schedule; upon payment in full, no further royalty on Net Sales is due, and the license under the Licensed Know-How becomes fully paid with respect to sales. All other obligations - including the Exit Fee, Non-Royalty Sublicense Income, patent expenses, reporting, diligence and reversion - are unaffected.

5.7. **Third-Party Royalty Stacking.** Under the Running Royalty Alternative only, if Licensee is required to pay, and actually pays, arm's-length royalties to a third party under patent rights of that third party that would otherwise be infringed by the practice of the Licensed Patent Rights as such in a country (excluding payments for components, materials, supplies or services, and payments for technology that is not a necessary element of the Licensed Patent Rights), Licensee may credit 50% of such payments against royalties due to BIRAD on the same sales, provided that the amount payable to BIRAD is not reduced below 50% of the amount otherwise due. Licensee shall provide supporting documentation, and at BIRAD's request a certificate of Licensee's external auditor.

5.8. **Non-Royalty Sublicense Income.** Licensee shall pay BIRAD 10% of Non-Royalty Sublicense Income, within 30 days after receipt. This obligation survives payment of the One-Time Sales Milestone.

5.9. **Annual Exclusivity Fees.** Licensee shall pay the Annual Exclusivity Fees stated in Item 16 of the Deal Schedule within 30 days after each applicable anniversary of the Effective Date. The NIS 50,000 fee applies on the third and fourth anniversaries only where no First Worldwide Commercial Sale has occurred by the relevant anniversary; the NIS 100,000 fee applies on the fifth and each subsequent anniversary only where neither Net Sales nor Non-Royalty Sublicense Income have been received by the relevant anniversary. Fees actually paid are non-refundable, and carry forward as a non-interest-bearing, non-linked credit until fully applied against amounts due under the alternative elected under Section 5.6 (the One-Time Sales Milestone or royalties, as applicable); no cash refund is due. No license issuance, maintenance or other periodic fees are payable under this Agreement.

5.10. **No Double Counting.** The same consideration shall be counted only once under this Agreement, under the provision to which it primarily belongs, and shall not be counted more than once as Exit Proceeds, Listing Proceeds, Net Sales or Non-Royalty Sublicense Income.

5.11. **Survival of Exit Fee.** Sections 5.3, 5.4, 5.5, 5.10 and 6.5 survive any expiration or termination of this Agreement - other than termination by Licensee for BIRAD's uncured material breach - until the closing of the first Non-Listing Exit Event other than an event described in Section 5.3(d), and the payment in full of all amounts arising from it. Termination or expiration of this Agreement does not release, reduce or otherwise affect the Exit Fee, and an Exit Event occurring after termination or expiration is treated for the purposes of this Section 5 as if it had occurred during the term of this Agreement.

5.12. **Corrected Classification.** Upon BIRAD amendment of the Standard Set under Section F.10 of Exhibit F, the amounts payable under this Agreement shall be recomputed under the corrected Standard Set from the Effective Date of the Agreement. Any resulting shortfall is payable within 30 days after BIRAD's notice, together with interest under Section 6.4 from the original due dates. Amounts already paid are not refundable and are not credited against other obligations; Buyout Step prices paid are retained, and Buyout Steps already exercised remain in effect, with the Applicable Exit Percentage, the floor and the maximum number of Buyout Steps determined under the corrected Standard Set. The milestones and the Long-Stop Date in Exhibit D are conformed to the amended Standard Set prospectively. This Section is without prejudice to BIRAD's other rights and remedies, including termination under Section 10.3.

6. Reports, Payments, Records and Audit

6.1. Within 30 days after each calendar quarter, commencing with the first quarter in which Net Sales occur or Non-Royalty Sublicense Income is received, Licensee shall deliver a report with a product-by-product breakdown of units sold, gross amounts invoiced or received, permitted deductions, Net Sales, Non-Royalty Sublicense Income, and the total amount payable, with the

exchange rates used, certified by a senior officer of Licensee. A zero report shall be provided where applicable once reporting has commenced.

6.2. Payments under Sections 5.6 and 5.8 are due with the corresponding quarterly report and are paid in New Israeli Shekels, converted at the representative rate published by the Bank of Israel for the last Business Day of the applicable quarter, without deduction of exchange, collection or other charges. All other payments are due at the time, and in the currency, specified in the applicable provision of this Agreement; a cash payment denominated in US dollars may be paid in US dollars or, at Licensee's election, in New Israeli Shekels converted at the Bank of Israel representative rate on the applicable due date.

6.3. Licensee and the relevant Licensee Parties shall maintain complete and accurate records for at least 5 years after the relevant quarter. Once per calendar year per audited entity, and on reasonable prior notice, BIRAD may cause an independent certified public accountant to inspect such records to verify reports and payments; the auditor shall disclose to BIRAD only information relating to such accuracy. Any underpayment or overpayment shall be settled within 30 days after delivery of the audit results. If an audit reveals an underpayment exceeding 5% for the audited period, the audited entity shall bear the full cost of the audit.

6.4. Late amounts bear interest from the seventh day after the due date at the lower of 1.5% per month, compounded quarterly, and the maximum lawful rate. All amounts are exclusive of VAT, which shall be added against a valid tax invoice; payments shall be made without withholding, subject to provision by BIRAD, upon request, of a valid withholding exemption certificate from the Israel Tax Authority.

6.5. **Exit and Financing Reporting.** Licensee shall notify BIRAD of a contemplated Exit Event as early as legally permissible, and in any event no later than 10 Business Days before the expected closing or, where earlier notice is not legally permissible, promptly upon closing. Within 10 Business Days after the closing of an Exit Event, Licensee shall deliver a closing statement setting out the computation of the amounts payable under Section 5.3, together with documentation sufficient to verify it, and shall thereafter report each receipt of deferred or contingent consideration within 10 Business Days after receipt. Licensee shall deliver the financing documents evidencing each Qualified Valuation upon BIRAD's request. The records and audit provisions of Section 6.3 apply, in addition, to Exit Proceeds, Listing Proceeds, Exit Event Value and Qualified Valuations.

7. Patent Management and Enforcement

7.1. BIRAD controls the preparation, filing, prosecution, defense and maintenance of the Licensed Patent Rights, using qualified patent counsel. BIRAD shall keep Licensee informed, provide copies of material correspondence and proposed filings in time for review, consult with Licensee and consider its comments and requests in good faith; final decision-making authority remains with BIRAD.

7.2. Licensee shall reimburse the documented past patent expenses stated in Exhibit C within 30 days after the Effective Date (item K of the Economic Schedule), and shall pay all documented future out-of-pocket expenses in the Core Countries within 30 days after each invoice.

7.3. Licensee may elect to cease funding the Licensed Patent Rights in any country by written notice given at least 60 days before the applicable deadline. Expenses authorized before receipt of the notice remain payable. BIRAD may continue prosecution or maintenance at its own expense, in which case the license with respect to the affected rights in that country terminates and BIRAD is free to grant them to third parties.

7.4. **Core and Non-Core Countries.** The license under this Agreement includes, in each country, only the Licensed Patent Rights whose expenses Licensee bears under this Section 7. Licensee may add any country to the Core Countries at any time by written notice, to the extent patent protection in that country remains legally and practically available at the time of the notice, provided that it bears all expenses in that country from the date of the notice and reimburses documented expenses incurred in that country from the Effective Date. Licensed Patent Rights in a country outside the Core Countries that BIRAD elects to file, prosecute or maintain at its own expense are excluded from the license, and BIRAD is free to grant rights in that country to third parties. The license to the Licensed Know-How under Section 2.2 is unaffected by this Section.

7.5. Each party shall promptly notify the other of any suspected infringement of the Licensed Patent Rights. While the license is exclusive, Licensee has the first right, but not the obligation, to take action against infringement in the Field at its expense, giving good-faith consideration to BIRAD's views and the public interest. If Licensee does not commence diligent action, or negotiations for discontinuance of the infringement, within 90 days after BIRAD's written notice, BIRAD may take action at its own expense.

7.6. The controlling party shall keep the other reasonably informed, and shall not settle in a manner that admits fault by, imposes liability on, or adversely affects the validity, scope or enforceability of the Licensed Patent Rights or the rights of the other party, without that party's prior written consent, not to be unreasonably withheld. Each party shall cooperate in any such action at the controlling party's expense, including joining as party plaintiff where required for standing, and each party may be represented by its own counsel at its own expense. If a declaratory-judgment action alleging invalidity or unenforceability is brought against a Licensee Party, Licensee shall promptly notify BIRAD, and BIRAD may elect, within 30 days, to take over the sole defense of that aspect of the action at its expense.

7.7. Recoveries in an enforcement action shall first reimburse the documented costs and expenses of the parties. Of the remainder: (a) where Licensee controlled the action, Licensee retains 80% and BIRAD receives 20%; and (b) where BIRAD took action after Licensee did not act as described in Section 7.5, BIRAD retains 100%. Licensee shall mark, and shall require the other Licensee Parties to mark, Licensed Products as required to ensure maximum enforceability under applicable patent law.

8. Representations, Disclaimers, Indemnity and Insurance

8.1. Each party represents that it has the corporate power and authority to enter into and perform this Agreement, that this Agreement constitutes its valid and binding obligation, and that its execution and performance do not conflict with any other instrument or obligation by which it is bound. BIRAD further represents only that it is authorized to administer the Licensed Patent Rights on behalf of BIU and to grant the rights expressly stated herein.

8.2. THE LICENSED TECHNOLOGY IS PROVIDED “AS IS.” BIRAD, BIU AND THE INVENTORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO VALIDITY, ENFORCEABILITY OR PATENTABILITY OF ANY PATENT RIGHTS, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SAFETY, EFFICACY, REGULATORY APPROVAL, ACCURACY OF RESEARCH RESULTS, COMMERCIAL VALUE, OR SUCCESS, TIME OR COST OF DEVELOPMENT OR COMMERCIALIZATION.

8.3. To the maximum extent permitted by law, and except for Licensee's indemnity obligations and breach of confidentiality, neither party is liable to the other for indirect, incidental, consequential, exemplary or punitive damages, lost profits, or the cost of procurement of substitute goods, technology or services. BIRAD's aggregate liability arising out of or relating to this Agreement shall not exceed the amounts actually paid to BIRAD hereunder.

8.4. Licensee shall defend, indemnify and hold harmless BIRAD, BIU and the BIU Inventor(s), and their respective current and former directors, governing-board members, trustees, officers, faculty, professional staff, employees, students and agents, and their successors, heirs and assigns (the "*Indemnitees*"), from and against any claim, liability, cost, expense, damage or loss (including reasonable attorneys' fees) resulting from or arising out of the exercise of the rights granted under this Agreement, including product-liability claims concerning any product, process or service made, used or sold under this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnitee.

8.5. The Indemnitee shall give Licensee prompt notice of any claim (failure to do so relieving Licensee only to the extent it is prejudiced), permit Licensee, upon written acknowledgment of its indemnity obligation, to control the defense and settlement at its sole cost, and reasonably cooperate at Licensee's expense. No settlement may admit wrongdoing by, or impose non-monetary obligations on, an Indemnitee without its written consent, not to be unreasonably withheld. The Indemnitee may participate in its defense with its own counsel at its own expense.

8.6. **Insurance.** Licensee shall maintain, at its expense and with a reputable insurer: (a) from the first commercial distribution of a Licensed Product that is software or another digital product - commercial general liability insurance of at least US$1,000,000 per occurrence and US$2,000,000 in the annual aggregate, and technology errors-and-omissions and cyber liability insurance of at least US$1,000,000 per claim; (b) from the first commercial distribution of any other Licensed Product - commercial general liability and product liability insurance of at least US$2,000,000 per occurrence and US$5,000,000 in the annual aggregate; and (c) from the first use of a Licensed Product in humans - clinical trial and product liability coverage of at least US$5,000,000 per occurrence; in the case of the commercial general liability, product liability and clinical trial policies, naming BIRAD and BIU as additional insureds, and, in the case of the technology errors-and-omissions and cyber policies, including a waiver of subrogation in favor of BIRAD and BIU where available; in each case continuing for as long as Licensed Products are made, used or sold and for 7 years thereafter. Licensee shall deliver a certificate of insurance within 30 days after each such obligation first arises and upon each renewal or material change, and upon BIRAD's request.

9. Confidentiality and Academic Publication

9.1. Each party shall protect the other party's Confidential Information with at least reasonable care, shall not use it other than for this Agreement, and may disclose it only to employees, advisers, contractors, actual or prospective investors and acquirers, and Sublicensees, in each case with a need to know and under confidentiality obligations. On the same basis, BIRAD may disclose Licensee's Confidential Information to BIU, the relevant BIU Inventor(s), institutional committees and applicable research funders, and Licensee may disclose BIRAD's Confidential Information to its Affiliates. Disclosure is also permitted to regulatory authorities to the extent required for the development, registration or commercialization of Licensed Products, and as required by law after reasonable advance notice where legally permitted and with disclosure limited to the portion legally required.

9.2. The obligations under Section 9.1 continue during the term of this Agreement and for 7 years thereafter; trade secrets remain protected for as long as they qualify as such under applicable law.

9.3. BIU and its researchers retain the right to publish and present academic results relating to the Licensed Technology. BIU will provide Licensee up to 30 days to review a proposed publication prior to submission; Licensee may request removal of its specifically identified Confidential Information and a delay of up to an additional 60 days solely to permit the filing of a patent application.

9.4. The Licensed Technology itself, BIU research results existing before or independently of Licensee, and information required to establish inventorship or ownership, do not constitute Licensee's Confidential Information merely because they are licensed, disclosed or discussed under this Agreement.

10. Term, Breach, Termination and Reversion

10.1. This Agreement commences on the Effective Date and, unless earlier terminated, continues: (a) under the Running Royalty Alternative - until the later of (i) the expiration of the last Valid Claim remaining licensed under this Agreement and (ii) the expiration of the last royalty term under Section 5.6; and (b) under the One-Time Sales Milestone Alternative - until the expiration of the last Valid Claim remaining licensed under this Agreement. If, under the One-Time Sales Milestone Alternative, the threshold stated in row D of the Economic Schedule has not been reached by the end of the term, the obligation to pay the One-Time Sales Milestone expires with the term. Upon expiration under this Section (absent earlier termination for breach), the license to the Licensed Know-How becomes fully paid, perpetual and non-exclusive.

10.2. Licensee may terminate this Agreement for convenience on 90 days' written notice, subject to payment of all accrued obligations and authorized patent expenses, and subject to Section 5.11.

10.3. Either party may terminate for material breach not cured within 30 days after written notice for payment breaches, or 60 days for other breaches. BIRAD may also apply the diligence remedies in Section 4.4, and may terminate immediately, subject to applicable law, upon Licensee's insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a receiver or trustee not dismissed within 90 days, liquidation, dissolution or cessation of business. BIRAD may terminate immediately if the insurance coverage required by Section 8.6 is not in effect during any period in which Licensed Products are being distributed or used in humans; an administrative failure - including late delivery of a certificate - while coverage is in effect is subject to the 60-day cure period above.

10.4. If Licensee or any of its Affiliates or Sublicensees challenges the validity, enforceability or scope of any Licensed Patent Right, then: (a) under the Running Royalty Alternative, the applicable royalty rate shall be doubled for the duration of the challenge, and amounts paid during the challenge are non-refundable; and (b) BIRAD may terminate this Agreement upon written notice if the challenge is not withdrawn within 30 days after BIRAD's written notice. This Section does not apply to: (i) defenses or counterclaims raised in a proceeding initiated by BIRAD or by a third party against a Licensee Party; or (ii) disclosures that a Licensee Party is legally compelled to make by a competent authority. Where the challenge is brought by a Sublicensee, Licensee may cure within the 30-day period by terminating the relevant Sublicense and ceasing any support of the challenge.

10.5. Upon termination, the rights and licenses granted to Licensee terminate and each Sublicense terminates to the extent of the terminated license, subject to Section 3.5. Unless termination was by BIRAD for uncured material breach or for willful misuse - meaning intentional exploitation of the Licensed Technology outside the licensed Field or Territory, or the grant of a Sublicense in breach of Section 3 - Licensee Parties may, for 6 months, complete work in process and sell existing inventory, subject to the payment, reporting, audit and insurance provisions of this Agreement. Termination or expiration does not relieve the parties of obligations accrued beforehand.

10.6. Where BIRAD terminates this Agreement, or terminates an affected portion of the license, under Section 4.4, 10.3 or 10.4, or where Licensee terminates for convenience under Section 10.2 - but not where Licensee terminates for BIRAD's uncured material breach, and not where BIRAD narrows the Field or the Territory or converts the license to non-exclusive without terminating it - Licensee shall, within 60 days after the effective date of the termination, deliver a handover list identifying its regulatory filings and the Reversion Improvements, in each case relating to the terminated portion, and shall, to the extent legally transferable and controlled by Licensee, grant BIRAD a perpetual, irrevocable, non-exclusive, royalty-free, sublicensable license under the Reversion Improvements, solely within the Field, Territory and Licensed Products affected by the termination and solely to permit continued development and commercialization of the terminated portion of the Licensed Technology by BIRAD or a replacement licensee, together with a right of reference and access to Licensee's regulatory filings relating to that portion for that limited purpose. No Licensee background technology, general platform, third-party right or unrelated development is assigned or licensed under this Section, and no blanket assignment of Licensee's intellectual property is required or permitted under this standard form.

10.7. The provisions concerning accrued payments, reports and audit, confidentiality, disclaimers, limitation of liability, indemnity and insurance, sell-off, reversion, the exit provisions surviving under Section 5.11, and the general provisions, together with any other provision that by its nature extends beyond termination or expiration, survive termination or expiration of this Agreement.

11. General Provisions

11.1. **Use of Name.** Neither party, nor its Affiliates or the other Licensee Parties, may use the name, marks or insignia of the other party, of BIU, or of any of their officers, faculty, employees, researchers or students, in any advertising, promotional or fundraising materials or press release, without prior written approval of the other party, except for accurate disclosure required by law, disclosure to professional advisers under confidentiality, and accurate, non-promotional identification of BIRAD and BIU as licensor in confidential materials provided to actual or prospective investors, acquirers, lenders and regulatory authorities.

11.2. **Assignment.** Licensee may assign this Agreement without consent to a successor in connection with a merger, **change** of control or sale of all or substantially all of the assets to which this Agreement relates, provided that the assignee assumes all obligations in writing and all accrued amounts have been paid, and provided that an Exit Event remains subject to Section 5.3. Any other assignment requires BIRAD's prior written consent, not to be unreasonably withheld. A purported assignment in violation of this Section is void. For clarity, no separate fee is payable solely as a result of an assignment permitted under this Section; any transaction that constitutes an Exit Event remains subject to Section 5.3.

11.3. **Compliance with Law.** Licensee shall comply, and shall ensure that its Affiliates comply and that Sublicensees undertake to comply, with all applicable laws and regulations relating to the development, manufacture, use, sale and importation of Licensed Products, including export-control laws.

11.4. **Notices.** Notices shall be in writing and delivered personally, by courier or by email, to the addresses and email addresses stated in Items 4 and 5 of the Deal Schedule. A notice is deemed given: (a) upon delivery, if delivered personally or by courier; and (b) on the first Business Day after transmission, if sent by email and no delivery-failure message is received.

11.5. **Governing Law and Forum.** This Agreement is governed by the laws of the State of Israel, without regard to conflict-of-law rules, except that questions affecting the construction and effect of any patent are determined under the law of the country in which the patent was granted. The competent courts of Tel Aviv-Jaffa have exclusive jurisdiction over all matters arising from this Agreement.

11.6. **Entire Agreement; Amendment; Waiver.** This Agreement is the entire agreement on its subject matter and supersedes all prior understandings. Any amendment must be in writing signed by both parties and, if it changes a standard term, recorded in Exhibit E with the requesting party identified. A waiver must be in writing and applies only to the stated instance.

11.7. **Severability; Interpretation.** If any provision is held invalid or unenforceable, the remainder remains in effect and the parties shall replace the provision with a valid one closest to its original purpose. This Agreement shall be construed fairly, without presumption against the drafting party. Headings are for convenience only.

11.8. **Force Majeure.** Neither party is liable for delay caused by events beyond its reasonable control, other than payment obligations already due, provided it promptly notifies the other party and uses commercially reasonable efforts to resume performance. A force majeure event extends the affected milestones and the Long-Stop Date day-for-day for its duration.

11.9. **Independent Parties.** Nothing in this Agreement creates a partnership, agency, fiduciary relationship or joint venture, and neither party may bind the other.

11.10. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

EXHIBIT A - LICENSED PATENT RIGHTS

No.	Country	Application / Patent No.	Title	Filing Date	Status	Ownership (sole / joint; co-owners and share)	Third-Party / Funder Rights	Prosecution Counsel

EXHIBIT B - LICENSED KNOW-HOW AND TRANSFER MATERIALS

Know-how and materials not listed in this Exhibit are not licensed.

No.	Item (protocol / data / material / software)	Description	Format	Delivery Date

EXHIBIT C - CORE COUNTRIES AND PAST PATENT EXPENSES

Part 1 - Core Countries. Licensee funds prosecution and maintenance of the Licensed Patent Rights in the following countries and regions (additions per Section 7.4):

No.	Country / Region

Part 2 - Past Patent Expenses. Documented out-of-pocket patent expenses incurred through the Effective Date: _____ (currency and amount), payable within 30 days after the Effective Date. Any deferral must be recorded as a Licensee-requested deviation in Exhibit E.

EXHIBIT D - DEVELOPMENT PLAN AND MILESTONES

Part 1 - Development Plan. Attached: development plan, regulatory path, financing assumptions and commercialization strategy for the Licensed Products, identifying each material Licensed Product and use.

Part 2 - Milestones. Objective, dated, verifiable development and commercialization milestones, consistent with the selected Standard Set. Failure of a milestone designated as material triggers Section 4.4. Exhibit D may contain development, regulatory, financing and commercialization milestones, but no milestone may impose any fee, payment or other consideration to BIRAD (Section 5.1).

No.	Milestone (objective and verifiable)	Material (Y/N)	Target Date

Long-Stop Date for First Worldwide Commercial Sale: as defined in Section 1 - per row F of the Economic Schedule, measured from the Effective Date (Fast - 6 years; Medium - 9 years; Long - 12 years), subject to Sections 4.5 and 11.8. The Long-Stop Date is a Material Milestone.

EXHIBIT E - DEVIATION SCHEDULE

Deviations from the published standard form. Each written request must be attached. If there are no deviations, state “None.” Each Revised Wording listed below (including any full text set out in an annex to this Exhibit) replaces, for all purposes of this Agreement and as of the Effective Date, the Published Wording of the clause identified; all other provisions of this Agreement remain unchanged and shall be read consistently with the deviations listed.

No.	Clause	Published Wording	Revised Wording	Requested By	Date of Written Request	Reason

EXHIBIT F — CLASSIFICATION SCHEDULE

Determination of the Standard Set

F.1 Principle. The Standard Set is determined exclusively by the nature of the Licensed Products, licensed services and distinct uses expressly included in the Field, in accordance with this Exhibit. The identity or experience of the founders, their fundraising ability, their business forecasts and the time within which they estimate reaching the market are irrelevant to the classification. The Standard Set is determined by BIRAD alone by applying this Exhibit, is recorded in Item 2 of the Deal Schedule and in the Classification Record (Section F.13), and, subject to Sections F.9 and F.10, is fixed for the term of this Agreement and is not subject to negotiation. BIRAD shall apply this Exhibit consistently to substantially similar licensed scopes, on the basis of the rules set out in this Exhibit. The labels "Fast," "Medium" and "Long" identify the applicable published economic sets only; they do not constitute any representation, warranty or estimate regarding the actual time required to develop, approve, launch or commercialize any Licensed Product.

F.2 Classification Rule. Subject to the further provisions of this Exhibit: (a) the Long Set applies where the license includes at least one Regulated Product among the Licensed Products; (b) the Fast Set applies only where all Licensed Products, licensed services and distinct uses are Digital Products, and there is no Regulated Product among the Licensed Products; and (c) the Medium Set applies in all other cases.

F.3 "Relevant Regulatory Jurisdictions" means the State of Israel, the United States and the European Union. Regulatory requirements applicable only in other jurisdictions are disregarded for the purposes of this Exhibit.

F.4 "Regulated Product" means a Licensed Product or use whose lawful commercial marketing in at least one Relevant Regulatory Jurisdiction requires, before marketing, a product-specific approval, authorization, clearance, registration or marketing authorization, by a governmental authority or by an assessment body mandated by law, granted on the basis of a product-specific assessment of safety, efficacy, quality, or clinical or biological performance, supported by data or evidence relating to that product. A single Regulated Product or use within the license is sufficient for the Long Set to apply to this Agreement in its entirety. A product, component, process, material or software module is also treated as a Regulated Product where: (a) the Field specifically includes its incorporation into, use with, or manufacture of a regulated end product; and (b) its commercial exploitation for that use depends on the regulatory approval of that end product. Regulated Products include, without limitation: (a) pharmaceuticals and therapeutics — drugs and active pharmaceutical ingredients; new uses and formulations; vaccines; therapeutic antibodies and proteins; cell, gene, RNA-based and other biological therapies; drug-delivery systems; drug-device combination products; (b) medical devices — devices and implants; regulated surgical, monitoring, therapeutic and imaging equipment; medical sensors; home monitoring or treatment systems requiring approval; accessories themselves subject to a regulatory pathway; (c) diagnostics — in-vitro diagnostic systems; clinical diagnostic kits; molecular tests for clinical use; biomarkers used for clinical decision-making; patient-diagnosis reagents; pathology and imaging systems intended for diagnosis; companion diagnostics; (d) medical software — software providing diagnosis, recommending treatment, determining dosage or performing regulated clinical analysis; digital therapeutics; artificial intelligence intended for medical decision-making and classified as a medical product; (e) other regulated products — veterinary drugs and regulated veterinary devices; pesticides and biopesticides requiring premarket registration; agricultural genetic or biological

products requiring prior approval; novel foods and food additives requiring product-specific approval; environmental or chemical products whose marketing requires product-specific approval based on such an assessment. The categories above are illustrative and not sectoral: the test is the existence of a product-specific premarket approval requirement as described above, not the industry label.

F.5 Requirements that do not constitute regulation. The following do not, by themselves, make a product a Regulated Product: (a) conformity assessment, type-approval, certification or marking against general technical, electrical, mechanical, electromagnetic-compatibility, radio, environmental or workplace-safety standards — including CE or equivalent marking, and including where the participation of an external notified, authorized or accredited body is required by law — where the assessment is of compliance with general standards applicable to products of the kind, and is not a product-specific assessment of safety, efficacy, or clinical or biological performance supported by data or evidence relating to the specific product; (b) privacy, cyber, consumer-protection, accessibility and export laws; business licensing and company registration; voluntary standards and ISO certification; supplier accreditation and customer qualification; routine quality or laboratory testing; marking or self-declaration not involving a substantive product-specific assessment; and any general requirement applying to all products of the kind without individual premarket approval. Accordingly: an industrial machine requiring CE marking through a notified body under general machinery legislation is not, for that reason, a Regulated Product; but, a medical device requiring CE marking on the basis of clinical performance data is a Regulated Product.

F.6 "Digital Product" means software or another intangible product, including: SaaS and enterprise software; applications; cloud platforms; APIs; algorithms; artificial-intelligence and machine-learning models; databases and data products; analytics and optimization tools; computer simulation and digital twins; cyber and financial software; decision-support systems that are not regulated medical products; and digital services based on the licensed algorithms or data. Operation of a Digital Product on general-purpose or off-the-shelf equipment — a computer, phone, server, commercial camera, existing wearable device or cloud infrastructure, provided that Licensee is not required under this Agreement to develop or materially modify dedicated hardware. A Digital Product is not within the Fast Set where it is an integral part of a new dedicated device, requires the development of a dedicated sensor or other hardware, or is a Regulated Product under Section F.4.

F.7 "Multi-Part Product" means a Licensed Product comprising two or more non-incidental components included within the Field and intended to be developed or commercialized under this Agreement — including software together with hardware, a material, a chemical compound or a biological element. A Multi-Part Product is classified according to the highest Standard Set applicable to any non-incidental component or to the intended use of the product as a whole: a system that includes licensed software together with a dedicated sensor, a new electronic component, a new device or specially developed hardware is classified Medium, notwithstanding that a significant part of its value lies in the software; and a Multi-Part Product of which any component is a Regulated Product — including software within a regulated medical device — is classified Long.

F.8 Unit of classification; multiple products; decision rule. The unit of classification is each Licensed Product, licensed service and distinct use expressly included in the Field — not the company and not the patent in the abstract. Each such unit is classified separately under this Exhibit, and the highest classification applies to this Agreement in its entirety: Long prevails over Medium and Fast, and Medium prevails over Fast. Licensee may instead request that the Field be narrowed so as to exclude

the higher-classified product or use, in which case the classification is determined on the basis of the narrowed Field.

F.9 Stability of the classification; expansion of scope. The Standard Set is fixed for the term of this Agreement, except where Licensee requests an expansion of the Field or of the Licensed Products. If BIRAD approves an expansion that falls within a higher Standard Set, the expanded scope shall be granted under a separate license applying that higher Standard Set, unless Licensee requests in writing that the higher Standard Set apply prospectively to the entire licensed scope and BIRAD agrees. An expansion requested by Licensee, and its classification under this Exhibit, do not constitute a BIRAD-initiated deviation from the published principles.

F.10 Classification information; false information. Licensee shall provide, and shall procure that persons acting on its behalf provide, complete and accurate information reasonably required for classification under this Exhibit, including the products, uses, development status and regulatory pathway. For classification purposes, Licensee confirms and adopts as its own all information supplied to BIRAD before the Effective Date by any founder, promoter or other person acting on behalf of the proposed venture. If the classification was based on materially false, misleading or incomplete information supplied by or on behalf of Licensee — including before its incorporation — BIRAD may amend the classification; the amended classification applies from the Effective Date, without prejudice to BIRAD's other rights and remedies; and the provision of such information constitutes a material breach of this Agreement. The financial and contractual consequences of a corrected classification are determined under Section 5.12 (Corrected Classification) of the Agreement.

F.11 Regulatory uncertainty. Where it is materially unclear whether a product is a Regulated Product, BIRAD may require, before final classification, a regulatory opinion from qualified regulatory counsel addressing the applicable requirements in the Relevant Regulatory Jurisdictions. The opinion is obtained by Licensee, at its expense, from counsel reasonably acceptable to BIRAD; where Licensee has not yet been incorporated, the opinion is funded by the founder or researcher requesting the classification, or is commissioned by BIRAD with its cost charged as a transaction expense. The opinion serves as evidence for classification purposes and does not bind BIRAD.

F.12 Illustrations. The words “platform” and “biotech” do not determine the classification. A software-only platform is Fast; a laboratory or hardware platform is Medium; a platform is Long only where it is itself a Regulated Product or where the conditions of the second paragraph of Section F.4 are satisfied. A biological product for research use only is Medium, provided the Field is limited to research use, there is no diagnostic or therapeutic use and no premarket product approval is required; the same product for clinical use is Long. Further illustrations: an algorithm analyzing signals from an existing off-the-shelf sensor — Fast; the same algorithm licensed together with a new dedicated sensor — Medium; an application controlling a new device developed by Licensee — Medium; an industrial machine requiring CE marking through a notified body — Medium; artificial-intelligence software used for medical diagnosis and classified as a medical device — Long; a coating material licensed for industrial use — Medium; the same material where the Field includes incorporation into an implant — Long.

F.13 Classification Record. BIRAD's determination is documented in the following record, a copy of which is provided to Licensee and to the BIU Inventor(s). The initial Classification Record is delivered before this Agreement is signed. Licensee may, within 7 Business Days, point out in writing a factual error or an overlooked document; the final determination remains with BIRAD and is not subject to

negotiation or veto. If no such notice is received within 7 Business Days, the Classification Record becomes final; if notice is received, BIRAD issues the final Classification Record before execution of this Agreement. Licensee may waive the remainder of the 7-Business-Day period in writing.

Item	BIRAD Determination
Classification Schedule version	[●]
Field and express exclusions	[●]
Licensed Products, services and distinct uses examined	[●]
Relevant Regulatory Jurisdictions examined	[●]
Regulated Product present (Sections F.4-F.5)	Yes / No
All Licensed Products, services and distinct uses are Digital Products (Section F.6)	Yes / No
Classification of each product or use	[●]
Final Standard Set	Fast / Medium / Long
Core reasoning	[2-4 sentences]
Date and BIRAD approval	[●]

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date. This Agreement is signed on behalf of BIRAD by two authorized signatories in accordance with BIRAD's signing rights.

BIRAD RESEARCH AND DEVELOPMENT COMPANY LTD.	LICENSEE: [●]
By: _____ Name: _____ Title: _____ (Authorized Signatory) Date: _____ By: _____ Name: _____ Title: _____ (Authorized Signatory) Date: _____	By: _____ Name: _____ Title: _____ Date: _____

BIU INVENTOR ACKNOWLEDGMENT (not a party to this Agreement): I confirm that I have read this Agreement, and I acknowledge the retained academic rights, the applicable Standard Set, and the absence of any BIRAD/BIU equity or management rights in Licensee.

Inventor 1:

Name: _____

Signature: _____

Date: _____

Inventor 2:

Name: _____

Signature: _____

Date: _____