TERMS OF BUSINESS

These Terms of Business apply to each request for a Quote from SOURCE IP LLC ("Source IP"), as well as to the provision of services following acceptance by the Client of a Quote from Source IP. In contracting with Source IP, the Client agrees to abide by these Terms of Business.

1. DEFINITIONS

In these Terms of Business, unless expressly stated otherwise, the following words shall bear the following meaning:

"Charges" means the charges payable by the Client for the Services as specified in Source IP's Contract with the Client

"Client" means the person, company, organization, or other entity with whom Source IP has agreed to provide the applicable Services

"Contract" means a contract comprising an accepted Quote, subject to these Terms of Business

"Deliverables" means the final translated deliverables or other deliverables produced as a result of the Services

"Expenses" means the third party costs and expenses as are specified in a Contract, or which are reasonably and necessarily incurred by Source IP in connection with the Services (including, without limitation, travel and subsistence expenses, and courier fees, where approved in advance by Client)

"Force Majeure" means any act, omission, event or circumstance, beyond the reasonable control of the party affected, including but not limited to, any act of God, fire, disaster, pandemic, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies, explosion, industrial dispute affecting a third party for which a substitute third party is not reasonably available, breakdown of plant or machinery, computer system failure, flood, severe weather conditions, riots, accident, or any act of any governmental, regulatory or other official body

"Order" means an Order from the Client for the provision of Services, in any medium required by the Client

"Website" means Source IP's website based at www.sourceip.com

"Quote" means a price quote issued by Source IP to the Client

"Services" means the translation, patent filing, patent renewals, interpreting, and/or such other services as identified in the Quote

"Source Materials" means the documentation, reference material, and other material submitted by the Client to Source IP for translation services, as identified in the Quote, or otherwise in connection with, the Services

"The Translator" means the personnel Source IP has requested to carry out the Services

2. QUOTES AND CONTRACTS

2.1 Source IP provides Quotes for its Services through the Source IP website, online portal or via email. Unless stated otherwise, each Quote issued by Source IP remains open for acceptance for 90 days for all projects (including, without limitation, translations, filings and validations), except for Quotes for renewals, which remain valid for 30 days. The Client's acceptance of a Quote shall be deemed to constitute a binding legal agreement between Source IP and the Client on the terms set forth in the Quote, subject to these Terms of Business.

2.2 With respect to Quotes for patent application and filing services, Client acknowledges that while Source IP endeavors to accurately estimate the filing costs and official fees to be incurred in filing a patent application or renewing a patent, Source IP does not guarantee the accuracy of estimates, and Client agrees that it will be billed for the actual official fees and any surcharges actually charged by each local patent office. Furthermore, because some elements of patent applications, such as the number of independent claims, claim amendments, the need to file sequence listings, the final word count, and other variables cannot always be accurately calculable, Client agrees that it will be responsible to pay the actual fees charged even if they differ from the assumptions upon which a Quote was made.

2.3 A Contract between Source IP and the Client for the provision of Services is only formed on the acceptance by the Client of the Quote.

2.4 Each Contract incorporates these Terms of Business, the Source Materials, and any document(s) expressly referred to herein or in the Quote. A Contract may only be modified in writing by duly authorized representatives of Source IP and the Client.

2.5 Each Contract constitutes the entire agreement between the parties with respect to the provision of Services and supersedes and replaces any prior agreement between Source IP and the Client with respect to the Services, provided that nothing in this clause shall limit or exclude the liability of either party for fraud or fraudulent misrepresentation.

3. SERVICES

3.1 Upon entering into the Contract, the Client appoints Source IP to provide the Services and Source IP agrees to provide the Services on the terms contained in these Terms of Business.

3.2 Source IP provides that:

(a) it will exercise reasonable skill, care and diligence in carrying out the Services; and

(b) it will use all reasonable endeavors to meet any date(s) for completion of the Services specified in

a Contract, provided that Source IP shall not be liable for any delay caused by the Client (including, without limitation, any failure or delay by the Client to provide any Source Materials, or any errors or omissions in the Source Materials) or an event of Force Majeure.

3.3 In relation to Services which comprise translation work, the Client acknowledges and agrees that:

(a) a translation may read differently from good original writing;

(b) Source IP shall be under no obligation to indicate or correct errors or omissions in the Source Material;

(c) where the Client has specified a particular use for a translation in a Contract, the translation may not be suitable or appropriate for a purpose other than that originally specified;

(d) if the Client proposes to use a translation for a purpose other than that specified in a Contract, then changes may need to be made to the translation for which additional Charges may be payable;

(e) unless otherwise agreed, the Client is solely responsible for checking the numbering and numerals in any translations; and

(f) unless otherwise agreed in writing, all translation work is delivered to the Client by email at the Client's sole risk.

(g) in order to enable Source IP to familiarize itself with the Source Materials (including the necessary terminology), the Client must supply the Source Materials to Source IP at least 3 working days before the start of the interpreting assignment; and

(h) if a translator is incapacitated as a result of sickness, injury or death, such incapacity shall constitute an event of Force Majeure for the purposes of clause 10, and Source IP's obligations in such circumstances shall be limited to using all reasonable endeavors to identify and assign a replacement translator.

3.4 The Client shall ensure that all Source Materials:

(a) are of a sufficient quality and integrity to enable Source IP to provide the Services;

(b) do not infringe any third party's copyright or other intellectual property rights;

(c) are not defamatory or otherwise libelous; and

(d) do not breach any other law, statute, ordinance or regulation.

3.5 In relation to Services which comprise patent application or filing work, the Client acknowledges and agrees that:

(a) Client will provide Source IP or its agents with all required Power of Attorney forms or other required form documents necessary to accomplish filing on behalf of Client;

(b) Client acknowledges that Source IP does not guarantee the eventual success of any patent application or filing. Whether or not the patent application or filing is granted is beyond the control of Source IP and its agents. As such, Source IP disclaims any responsibility for any losses arising from the non-acceptance of any patent applications or filings;

3.6 Source IP provides administrative and coordination services with respect to worldwide patent filings using its established relationships with professional affiliates, law firms, and agents. While Source IP works closely with experienced patent law firms, Source IP is not a law firm, does not directly employ patent attorneys, and does not assume the role of a patent attorney or firm in patent application, filing and prosecution matters. Source IP serves to establish the relationship between Client and the local representative and/or law firm. All legal services are carried out through Source IP's referred patent attorneys and Source IP shall not be held liable for any errors or loss of rights which may be caused to Client or to a third party, directly or indirectly, as a result of actions taken by such law firms or representatives on Client's behalf. Source IP further will not be responsible for errors, negligence, malpractice and/or loss of rights which may occur during the application, filing, or prosecution stage, nor shall Source IP be responsible for any information or advice provided by the aforementioned network of law firms and agents.

3.7 In relation to Services which comprise patent renewals, the Client acknowledges and agrees that:

(a) if, prior to any due date on which a renewal payment must be made for a renewal, a patent office increases the government fees that Source IP is obliged to pay, then Source IP shall be entitled to increase the Expenses payable by Client by an equivalent amount;

(b) for renewals due during the first 30 days of renewal Services, Source IP is relying exclusively on data supplied by Client. It is assumed that other parties have paid all renewals due prior to the commencement of Source IP renewal Services. For renewals due during the first 30 days of renewal Services, Client agrees to pay any and all necessary and urgency or late fees that arise during the course of such Services, and to release Source IP from responsibility for any patent that lapses or has lapsed due to nonpayment prior to the start of Source IP renewal Services;

(c) performance by Source IP of a renewal is dependent upon Client's correct instructions and data to Source IP for the renewal. Client must provide accurate and complete information for all renewals and notify Source IP promptly of any changes. Source IP is not responsible for any

errors or delays caused by incorrect or incomplete information provided by Client.

(d) to ensure timely renewals, Client must submit renewal instructions and payments in accordance with the timelines set by Source IP. Source IP is not liable for missed deadlines due to late or incomplete instructions or payments.

(e) Client is responsible for maintaining access to the Source IP portal and ensuring that Client's designated representatives can submit instructions, access records, and receive notifications.

(f) failure to make timely payments may result in the suspension of Services, including the cessation of renewal processing. Source IP is not responsible for any consequences arising from non-payment.

3.8 The Client agrees to indemnify Source IP against any loss, liability, damage, cost and expense (including reasonable legal fees and expenses) incurred by Source IP in connection with claims made or brought against Source IP by a third party alleging that the Source Materials, or the use thereof by Source IP (i) infringe the copyright or other intellectual property rights of any person, or (ii) are defamatory or otherwise libelous.

3.9 All Client Materials provided to Source IP by the Client will be held or dealt with by Source IP at the Client's risk, and the Client is solely responsible for ensuring that such Source Materials are insured against loss or damage while in Source IP's custody. Source IP reserves the right to destroy or otherwise dispose of any Source Materials which have been in Source IP's custody for more than 12 months following completion of the Services to which they relate.

4. DELIVERY

The dates for delivery of the translated Source Materials, or the dates for carrying out the Services, are approximate only and, unless otherwise expressly agreed by Source IP in the Contract, time is not of the essence for delivery or performance, and no delay shall entitle the Client to reject any delivery or performance or to repudiate or terminate the Contract.

5. PAYMENT

5.1 The Client will pay all applicable fees as specified in the Quote, which will be due for payment or invoiced under the terms as specified in the Quote, or otherwise provided in this section.

5.2 Source IP shall invoice the Client for the Charges and any Expenses on completion of the Services, provided that, where Services take (or are reasonably expected to take) more than 30 days to complete, Source IP shall be entitled to issue interim invoices.

5.3 Unless other payment terms are specified in the Quote, the Client shall pay each invoice issued by Source IP within 30 days from the date of the invoice and in the currency noted on such invoice.

5.4 The Client is not entitled to delay payment of an invoice issued by Source IP as a result of any failure or delay in payment by the Client's own client or customer, even where the Client has notified Source IP that the Services are being provided for the benefit of such client or customer.

5.5 In the event of a bona fide dispute, the Client shall pay the disputed invoice (or, if applicable, the disputed part of the invoice) within 7 days of the dispute being resolved in Source IP's favor.

6. CONFIDENTIALITY

Source IP will keep knowledge, information and documentation communicated to it confidential expressly identified by the Client in writing as confidential, apart from information which Source IP knew prior to its engagement by the Client without any obligation of confidentiality, or information which enters the public domain other than through the fault of Source IP, or where Source IP is required to disclose such information as a result of a binding order from an authority of competent jurisdiction.

7. INTELLECTUAL PROPERTY

Nothing in a Contract transfers to Source IP ownership of any intellectual property in the source materials or the deliverables.

8. TERM AND TERMINATION

8.1 The Contract between Source IP and the Client shall commence on the Effective Date in the Quote and will continue until the Services have been completed in accordance with the terms set out in the Quote.

8.2 Either party may terminate the Contract immediately if:

(a) the other party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days of written notice notifying the breach and requiring its remedy;

(b) the other party becomes bankrupt or makes any arrangement with or for the benefits of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution is threatened or levied upon any property of the other party or if the other party is unable to pay its debts as they fall due.

8.3 Where the Client has placed an Order and subsequently requests to cancel such Order for any reason whatsoever, the full Charges for the Order shall remain payable by the Client unless otherwise agreed in advance by both parties.

9. CANCELLATION

If the Client notifies Source IP that it wishes, for any reason, to postpone or cancel any Services, Source IP may (at its discretion) agree to such postponement or cancellation, subject always to the Client paying all Charges which have

accrued and all Expenses that have been incurred up to the date of cancellation or postponement (as applicable).

10. FORCE MAJEURE

Neither party will be liable to the other for any delay or failure to fulfill their obligations under a contract to the extent that any such delay or failure arises from causes beyond their control including, but not limited to any act of God, fire, disaster, pandemic, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies, explosion, industrial dispute affecting a third party for which a substitute third party is not reasonably available, breakdown of plant or machinery, computer system failure, flood, severe weather conditions, riots, accident, or any act of any governmental, regulatory or other official body.

11. NON-COMPETITION

The Client agrees that it will not, at any time prior to the date falling 12 months after the date of completion of the Services, solicit, directly or indirectly, the services of any employee or former employee of Source IP or of any subcontractor of Source IP who has at any time been involved with the provision of Services.

12. LIMITATION OF LIABILITY

12.1 Source IP shall not be liable, whether in negligence, for breach of contract, misrepresentation or otherwise, for:

(a) any publication or printing errors, unless the final proof has been submitted to Source IP for checking and approval prior to going to print; or

(b) any errors in numbering or numerals, the checking of which is the sole responsibility of the Client; or

(c) any errors in any amendment or modification made by the Client to a translation, unless Source IP and the Client have expressly agreed that Source IP is responsible for checking such amendment or modification; or

(d) any consequential or indirect loss, damage, expense or cost of any kind suffered or incurred by the Client which arise out of the Services provided by Source IP, whether or not such loss might have been foreseeable at the commencement of the Contract. This includes, but is not limited to, any loss of profit, anticipated revenues or business opportunities, goodwill, or losses associated with damage to business reputation.

12.2 Subject to clause 12.1, the maximum aggregate liability of Source IP under or in connection with a Contract, whether in negligence, for breach of contract, misrepresentation or otherwise, is limited, in respect of each event or series of connected events, to an amount equal to the Charges payable under the Contract.

13. DISPUTES

Any dispute as to the accuracy of any translation or revision or the quality of any service provided under these Terms of Business must be notified in writing within 10 working days of delivery.

14. ASSIGNMENT

14.1 Neither party may assign its rights or obligations under the Contract, or any of its respective rights or obligations under these Terms of Business, without the prior written consent of the other party. If an assignment is made in violation of this section, it is void (or they are void).

14.2 Source IP is entitled to subcontract some or all of the Services, provided that Source IP shall remain solely responsible for the acts and omissions of its subcontractors.

15. WAIVER AND SEVERABILITY

15.1 Any failure or delay by either party in enforcing any provision of a Contract shall not be construed as a waiver of any rights under the contract and shall in no way affect the other terms of the contract.

15.2 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, the remainder of the contract shall continue to be valid and enforceable.

16. DISPUTE RESOLUTION

Source IP and the Client agree that any disagreements about the quality of the Services shall be adjudicated exclusively by arbitration, and shall be referred to an arbitrator to be agreed and appointed by the parties or, if the parties fail to agree, by an arbitrator in the American Arbitration Association.

17. JURISDICTION

These Terms of Business are to be construed and enforced in accordance with the laws of the State of Israel without regard to its conflict-of-law provisions, and the Parties agree that in any dispute exclusive jurisdiction and venue must be in Tel Aviv, Israel. The Parties mutually acknowledge and agree that they will not raise, and hereby waive, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with this provision. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, is not governed by the Uniform Commercial Code of any state.