
IMPORTANT

If you are an academic institution and wish to establish and operate a mirror web site of:

- (i) the GeneCards™ web site located at <http://www.genecards.org/>;
 - (ii) the GeneLoc web site located at <http://genecards.weizmann.ac.il/geneloc/>;
 - (iii) the GeneAnnot web site located at <http://genecards.weizmann.ac.il/geneannot/>;
and/or
 - (iv) the GeneNote web site located at <http://genecards.weizmann.ac.il/genenote/>,
 - (v) the GeneNote CEL files
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- (1) please read the Mirror Site Agreement set out below (“**the Agreement**”) and the relevant information concerning GeneCards™ and/or GeneLoc and/or GeneAnnot and/or GeneNote (as the case may be) contained on its or their respective web site(s) as aforesaid; and
 - (2) please complete and sign the Agreement and return the Agreement, duly completed and signed, to YEDA RESEARCH AND DEVELOPMENT COMPANY LTD. at:

P.O. Box 95 Rehovot,
76001, Israel
Attention: Marilyn Safran
marilyn.safran@weizmann.ac.il
tel: (+972)–8–934 3455
fax: (+972)–8–934 4113

YOU WILL BE LEGALLY BOUND BY THE AGREEMENT AND AUTHORISED TO ESTABLISH AND OPERATE THE MIRROR WEB SITE(S) SELECTED BY YOU WHEN YEDA RESEARCH AND DEVELOPMENT COMPANY LTD. EXECUTES YOUR DULY SIGNED AGREEMENT.

MIRROR SITE AGREEMENT

YEDA RESEARCH AND DEVELOPMENT COMPANY LTD.

P.O. Box 95, Rehovot 76100

(“Yeda”)

and

[_____]

[Address]

Contact Person: _____

E-mail: _____

Phone: _____

Fax: _____

Location of Mirror Site:

http://: _____

(“the Institution”)

WHEREAS Yeda is the commercial arm of the Weizmann Institute of Science (“**WIS**”); and

WHEREAS Scientists at the Crown Human Genomics Center and the Bioinformatics and Biological Computing Unit of the Department of Biological Services at the WIS (“**the Scientists**”) produced and developed certain websites relating to the human genome, permitting access to and use of certain databases and/or software; and

WHEREAS subject to and in accordance with the terms and conditions of this Agreement, the Institution wishes to receive, and Yeda is willing to grant to the Institution, a limited, non-exclusive and royalty-free licence to establish, operate and use an academic mirror site of the web site or web sites selected and checked by the Institution below¹:

the GeneCards™ web site located at <http://www.genecards.org/>;

the GeneLoc web site located at <http://genecards.weizmann.ac.il/geneloc/>;

the GeneAnnot web site located at <http://genecards.weizmann.ac.il/geneannot/>;

the GeneNote web site located at <http://genecards.weizmann.ac.il/genenote/>;

GeneNote CEL files

¹ The Institution should check the appropriate web site(s).

(the checked web site(s) will be referred to as "**the Web Site**" and the academic mirror site(s) of the relevant checked web site(s) will be referred to as "**the Mirror Site**");

WHEREAS by operation of law and/or pursuant to agreements between Yeda, WIS and the Scientists, the rights in and to the Web Site and/or the Mirror Site (excluding any information contained therein obtained from third parties (if any)), vest and shall vest in Yeda,

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **General**

- 1.1. The preamble hereto forms an integral part of this Agreement.
- 1.2. In this Agreement, "**including**" and "**includes**" means including, without limiting the generality of any description preceding such terms.

2. **Warranties by the Institution**

The Institution represents and warrants to Yeda:

- 2.1. that it is an academic institution whose use of the the Mirror Site does not involve any commercial purpose; and
- 2.2. that it has provided Yeda with true, accurate, current and complete information concerning the Institution and that it shall maintain and promptly update such information so that it remains true, accurate, current and complete.

3. **Licence**

Yeda hereby grants the Institution a limited, non-exclusive, non-transferable, non-sublicenseable and royalty-free licence to establish, maintain and use the Mirror Site for academic research purposes only, subject to the terms and conditions of this Agreement.

No licence is granted hereunder to any enhancement or update of or to the Web Site or the Mirror Site.

4. **Mirror Site**

- 4.1. The Institution shall establish the Mirror Site by downloading the Mirror Site from an FTP location at WIS. The location of the FTP site, a user name and password will be provided to the Institution.

- 4.2. Until a complete mirror site is available for GeneLoc, GeneNote, and/or GeneAnnot, the relevant Mirror Site may contain only a subset of the functionality.
- 4.3. The Mirror Site shall be accessible only through the Internet.
- 4.4. Yeda may modify the Web Site and/or the Mirror Site, including by the removal, reduction or addition of functionality or content. In such case, Yeda shall furnish the Institution with an appropriate notice of such modification, its FTP location and the Institution shall act in a timely manner to incorporate such modification into the Mirror Site. Yeda may discontinue, temporarily or permanently, access to or use of the Web Site and/or the Mirror Site.

5. The Institution's Obligations

- 5.1. The Institution shall ensure that the Mirror Site, including the terms of use contained therein ("**the TOU**"), remain in the form downloaded as aforesaid in clause 4.1 above, including the terms of use contained therein ("**the TOU**"), unless otherwise expressly provided in this Agreement.
- 5.2. The Institution shall be entitled to make additions, improvements or modifications to the Mirror Site, subject to Yeda's prior written approval. In the event that the Institution makes any additions, improvements or modifications to the Mirror Site ("**Institution Improvements**"), then the Institution shall grant Yeda a non-exclusive, transferable, irrevocable, perpetual, paid-up, worldwide licence in respect of the Institution Improvements and shall make the Institution Improvements available to Yeda, as soon as possible, in such form as shall enable Yeda to integrate the Institution Improvements into the Web Site, other mirror sites and/or the commercial version of the Web Site. The institution may attach to this Agreement proposed Institution Improvements, but will implement them only upon Yeda's approval.
 - 5.2.1 Subject to Section 5.2, Yeda shall have no rights relating to any Intellectual Property that was developed by Institution prior to this Agreement or independently of this Agreement.
- 5.3. The Institution agrees to direct all commercial entities or other commercial users wishing to access and/or use the Mirror Site, who contact the Institution, to the relevant provisions of the TOU relating to use and access to the Mirror Site by commercial entities.
- 5.4. The Institution agrees to provide Yeda or WIS, at Yeda's request, with a copy of the Institution's relevant log file(s) data (e.g. searches.txt) monitoring access to the Mirror Site.
- 5.5. The Institution may not sell, lease, rent, sublicense, assign, export or transfer in any other manner: (i) any of its rights and obligations

under this Agreement; (ii) the Mirror Site and/or the rights of access to, or use thereof; and (iii) any underlying information, software or other technology contained or used in the Mirror Site and/or any printed materials, CDs or other tangible media representing, embodying or containing any of the foregoing, or any portion of the foregoing.

5.6. The Institution shall not copy, reproduce, distribute or create derivative works of the Mirror Site or any part of any of the foregoing (including the source code of any component of the Mirror Site).

5.7. The Institution shall establish, use and maintain the Mirror Site in accordance with all applicable local laws and regulations.

6. **Proprietary and Other Rights**

6.1. The Institution acknowledges and agrees that the Web Site and the Mirror Site, including, text, data, compilation, algorithms, software, sound, photographs, videos, graphics or other material contained in and/or presented on or in the Web Site and/or the Mirror Site and the arrangement thereof, and any software used in connection therewith, contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

6.2. Subject only to the licence granted to the Institution under clause 3 above, no rights are granted hereunder with regard to the Web Site or the Mirror Site, or with regard to any copyright, trade mark, domain name, patent or any other intellectual property right in respect of the Web Site and/or the Mirror Site, or any portion of the foregoing.

7. **Exclusion of Liability and Indemnification**

7.1. The Mirror Site may provide links to other World Wide Web sites or resources. Neither WIS nor Yeda endorse or are responsible for any data, software or other content available from such sites or resources or their privacy policies. The Institution acknowledges and agrees that neither WIS nor Yeda shall be liable, directly or indirectly, for any damage or loss (direct or indirect) relating to the use of or reliance on such data, software or other content. Users of the Mirror Site shall be solely responsible for obtaining any necessary licences and/or for compliance with applicable terms of use, as may be required to use data, software or other content from such sites or resources.

7.2. THE MIRROR SITE IS EXPERIMENTAL AND ACADEMIC IN NATURE AND IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITH ALL FAULTS, WITHOUT ANY OBLIGATION ON THE PART OF YEDA OR WIS TO PROVIDE ACCOMPANYING SERVICES OR SUPPORT. YEDA MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MIRROR SITE, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT DEROGATING FROM THE AFOREGOING, YEDA MAKES NO WARRANTY THAT THE MIRROR SITE WILL MEET THE INSTITUTION'S REQUIREMENTS AND/OR THE REQUIREMENTS OF ANY USERS OF THE MIRROR SITE OR THAT USE OF THE MIRROR SITE WILL BE FREE OF INFECTION OR VIRUSES, ERROR-FREE, UNINTERRUPTED, SECURE, OR WILL PRODUCE ACCURATE RESULTS. THE INSTITUTION SHALL BEAR TOTAL AND EXCLUSIVE RESPONSIBILITY AND RISK FOR THE USE BY THE INSTITUTION AND ITS EMPLOYEES OF THE MIRROR SITE AND FOR THE USE OF THE MIRROR SITE BY ANY USERS THEREOF. NEITHER YEDA NOR THE WIS SHALL BE RESPONSIBLE OR LIABLE FOR ANY RESULTING DAMAGE TO USERS OF THE MIRROR SITE.

7.3. THE INSTITUTION AGREES THAT WIS, YEDA AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY, "**THE INDEMNITEES**") SHALL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, LIABILITIES, COSTS, DAMAGES OR EXPENSES (INCLUDING LEGAL COSTS AND ATTORNEYS' FEES) CAUSED TO OR SUFFERED BY ANY PERSON OR ENTITY (INCLUDING, THE INSTITUTION), THAT DIRECTLY OR INDIRECTLY ARISE OUT OF OR RESULT FROM USE, MAINTENANCE AND OPERATION OF THE MIRROR SITE BY THE INSTITUTION OR THE USE OF THE MIRROR SITE BY THE INSTITUTION OR ANY OF ITS EMPLOYEES OR BY ANY USERS THEREOF OR BREACH OF THIS AGREEMENT BY THE INSTITUTION (ALL OF THE AFOREGOING, COLLECTIVELY, "**CLAIMS**"). WITHOUT DEROGATING FROM THE GENERALITY OF THE AFOREGOING, THE INDEMNITEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, DAMAGES FOR LOST DATA OR LOST PROFITS, WHETHER ARISING FROM OR RELATING TO TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE.

7.4. The Institution shall indemnify and hold the Indemnitees harmless from and against any Claims referred to above.

8. **Term**

8.1. This Agreement shall enter into force upon the signature hereof by Yeda (after signature by the Institution) and shall remain in force for a period of 1 (one) year, such term to be renewed automatically for successive periods of 1 (one) year each, unless terminated by either party as provided in clause 8.2 below.

8.2. Either party may terminate this Agreement in its absolute discretion by giving the other party 30 (thirty) days' prior notice thereof.

- 8.3. Upon termination of this Agreement, the Institution shall immediately cease the operation of the Mirror Site, take it off line and destroy all media which contain or embody the Mirror Site and/or any part thereof.

9. **Miscellaneous**

- 9.1. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the interpretation of this Agreement.
- 9.2. The Institution may not assign or transfer this Agreement or any of its rights and obligations hereunder, without the prior written consent of Yeda.
- 9.3. Yeda may assign, transfer, or license all or any of its rights and obligations hereunder to any third party without the Institution's consent.
- 9.4. This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and supersedes all prior agreements or understandings between the parties relating to the subject-matter hereof and this Agreement may be amended only by a written document executed by both parties hereto.
- 9.5. No waiver by any party hereto, whether express or implied, of its rights under any provision of this Agreement shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party hereto to take any action against any breach of this Agreement or default by another party hereto shall constitute a waiver of the former party's rights to enforce any provision of this Agreement or to take action against such breach or default or any subsequent breach or default by such other party.
- 9.6. All notices and other communications to be given by one party to the other hereunder shall be in writing and shall be sent to the respective addresses set forth on the first page hereof, or to such other address as any party designates in writing.
- 9.7. This Agreement shall be governed in all respects by the laws of Israel and the parties hereby submit to the exclusive jurisdiction of the competent courts in Tel-Aviv-Jaffa, Israel, except that Yeda may bring suit against the Institution in any other jurisdiction outside Israel in which the Institution has assets or a place of business.
- 9.8. Nothing contained in this Agreement shall be construed to place the parties in a relationship of partners or parties in a joint venture or to constitute either party an agent, employee or a legal representative of the other party and neither party shall have the power or authority

to act on behalf of the other party or to bind the other party in any manner whatsoever.

- 9.9. If any provision of this Agreement is held to be unenforceable under applicable law, then such provision shall be modified as set out below and the balance of this Agreement shall be interpreted as if such provision were so modified and shall be enforceable in accordance with its terms. The parties shall negotiate in good faith in order to agree on the terms of an alternative provision which complies with applicable law and achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have set their signatures as of this ____ day of _____, _____.

for **YEDA RESEARCH AND DEVELOPMENT COMPANY LTD.**

for [_____]

By: _____

By: _____

Title: _____

Title: _____