

TECHNOLOGY LICENSE AGREEMENT

(this "Agreement") is made and entered into as of _____, 202_ (the "Effective Date"),
by and between
Makor Issues and Rights Ltd., from 17 Balfour street, Jerusalem, Israel (the
"Manufacturer"),
and
_____ (the "Licensee").

(together the "Parties")

This agreement is made regarding the Technology of real-time automated optimal
emergency room (ER) resources management software and system for the
optimized ER personnel and equipment resources management (the "Technology").

NOW THEREFORE, in consideration of the mutual covenants and conditions
herein contained, and intending to be legally bound, the parties mutually agree
as follows:

1. License, Fees and Termination.

(a) Grant. Manufacturer hereby grants to Licensee a non-exclusive
license to utilize, modify and display the Technology, on the terms and conditions
set forth in this Agreement.

(b) Fees. As consideration for the right to use the Technology as described
in this Agreement, Licensee shall make a non-refundable payment to Manufacturer
of
_____ US Dollars (\$_____.00) for every patient enrolled into its
emergency rooms.

All amounts due under this Agreement shall be paid to Manufacturer at its address as specified in this Agreement or at such other place as Manufacturer may designate in writing, without notice or demand, and without abatement, setoff, counterclaim, or deduction of any amounts whatsoever, except as otherwise provided in this Agreement. All amounts due and owing to Manufacturer under this Agreement but not paid on the due date thereof shall bear interest at the rate of the lesser of: (i) twelve percent per annum; and (ii) the maximum lawful interest rate permitted under applicable law.

(c) Termination Option. Licensee has the option to terminate this Agreement, without penalty, at the end of each year. If Licensee elects to terminate this Agreement, Licensee must provide written notice to Manufacturer at least 60 days prior to the end of each year.

2. Licensee may use the Technology solely for Licensee's own use.

3. The Technology may be used only by Licensee employees at Licensee's facilities. The Technology and Modifications shall not be transferred to any other person, entity or organization without the advance express written consent of The Manufacturer.

As between the parties, all rights, title and interest in and to the Technology shall be owned solely and exclusively by The Manufacturer. The transfer of the Technology to Licensee hereunder shall not result in the grant of any rights in the Technology other than those specifically set forth in this Agreement.

4. Licensee acknowledges and agrees that the Technology is being provided "AS IS" with no warranties of any kind, express or implied. The manufacturer expressly disclaims any warranty of merchantability, fitness for a particular purpose or noninfringement. The manufacturer makes no representation or warranty that the use of the technology will not infringe any patent or other proprietary right.

5. Licensee shall indemnify, defend and hold harmless The Manufacturer and its current and former directors, governing board members, trustees, officers, faculty, medical and professional staff and employees (collectively, the "Indemnitees") from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of litigation) (collectively, "Claims") based upon, arising out of or otherwise relating to this Agreement, including without limitation any cause of action relating to product liability. Licensee shall, at its own expense, provide attorneys reasonably acceptable to The Manufacturer to defend against any actions brought or filed against any Indemnitee hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought.

6. Representations.

(a) Licensee hereby represents that, with respect to this Agreement: (i) the execution, delivery and performance thereof by Licensee have been duly authorized by all necessary corporate action; (ii) the individual executing such document is duly authorized to do so; and (iii) such document constitutes a legal, valid and binding obligation of Licensee, enforceable in accordance with its terms, subject to applicable bankruptcy law and equity.

(b) Manufacturer hereby represents that, with respect to this Agreement: (i) the execution, delivery and performance thereof by Manufacturer have been duly authorized by all necessary corporate action; (ii) the individual executing such document is duly authorized to do so; and (iii) such document constitutes a legal, valid and binding obligation of Manufacturer, enforceable in accordance with its terms, subject to applicable bankruptcy law and equity.

7. Upgrades And Additions. Licensee may perform additions, modifications, alterations and upgrades to the Technology for its own use.

8. If the Licensee fails to pay any Licensee Fee or other payment under this Agreement when due and after receiving written notice of non-payment from Manufacturer does not make such payment within ten business days, in addition to any rights or remedies available at law or in equity, Manufacturer may, at its option, cause Licensee to upon written demand of Manufacturer and at Licensee's expense, to stop using the Technology and to promptly return to Manufacturer the Technology, and to stop using the Technology, and to exercise any other right that may be available to it under any other applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof or to rescind this Agreement.

9. This Agreement is not assignable by either party without the express written consent of the other.

10. Return of Property. Upon the termination of this Agreement, the Licensee shall promptly remove the Technology from its computer facilities.

11. Compliance with Laws. Both parties warrant that their performance under this Agreement shall be rendered in Technology accordance with all applicable laws, rules, regulations and ordinances.

12. Modification. No modification or change may be made in this Agreement except by a writing signed by a duly authorized representative of each party.

13. Confidentiality.

I. The Manufacturer shall have sole ownership of the Technology with the Licensee being prohibited from disclosing confidential and proprietary information that is to be released by the Manufacturer in an effort to collaborate, to customize it and to

continue develop the Technology.

II. The Licensee will receive the Technology including the source code for customization, integration and adaptation purposes only. It may use it in-house to customize, integrate and adapt it to its own needs.

III. For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, software products, software source code or any related codes in all formats, business plans, financial statements, customers or users, analytical data, documentation, and correspondences that have not otherwise been made publicly available. However, Confidential Information does not include: (a) information generally available to the public; (b) widely used programming practices or algorithms; (c) information rightfully in the possession of the Parties prior to signing this Agreement; and (d) information independently developed without the use of any of the provided Confidential Information.

IV. The obligations of the Licensee shall be to hold and maintain the Confidential Information in the strictest of confidence at all times and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a "need to know" basis. If requested, either Party shall be bound to return any and all materials to the Requesting Party within 30 days.

V. The bounded Party's(ies') duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing such Party from this Agreement.

VI. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

VII. The Parties acknowledge and agree that due to the unique and sensitive nature

of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The harmed Party shall be entitled to all remedies available at law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

Manufacturer Signature _____ Date _____

Name _____

Licensee Signature _____ Date _____

Name _____