REGISTRATION FORM

SERVICE AGREEMENT - HOSTED PROGRAM - FULL VERSION

(NONEXCLUSIVE)

ILIENT'S SOFTWARE (ANY AND ALL VERSIONS) IS COPYRIGHTED. ILIENT DOES NOT SELL OR TRANSFER TITLE TO THE SOFTWARE TO YOU. YOUR USE OF THE SOFTWARE MAY COMMENCE ONLY UPON YOUR EXECUTION OF THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF ILIENT HAS RECEIVED AND APPROVED A COPY OF IT AS EXECUTED BY YOU.

This Registration Form (the: "**RF**") is made by and between Ilient Ltd., an Israeli corporation, company number 51-328603-9, having its main place of business at 6 Hamasger St., Or-Yehuda ("**Ilient**"), and you ("**You**" and/or the "**Licensee**") whose name, company's number and address is set forth below.

1. **Continuation of the Agreement.** This RF is an integral part of the installed program user license Agreement (the "**Agreement**"). The provisions of the Agreement shall continue to apply, unless specifically stated otherwise in this RF. Capitalized terms used herein and not defined in this RF, shall have the respective meaning set in the Agreement. For your convenience, the Agreement is attached as an integral part of this RF as **Exhibit A.**

2. **License Fees & Payments.** All fee and payment will be paid as described in section 9 to the Agreement. Without derogating from the above, first payment shall be made directly to Ilient upon execution of this RF and prior to the use in the Licensed Software.
   All fees are payable at the beginning of each month or upon invoice, according to the price list as provided by Ilient in Ilients' web site, or as shall otherwise be agreed between the parties. Prices may be updated from time to time by Ilient without prior notice. All updates will become effective in the lapsing of seven days of publish.
   All fees or payments shall be paid within 30 days. Any delay in payment shall consist a material breach.

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P.O.BOX 1010, Or-Yehuda,
60223. ISRAEL

Tel (Israel): +972 3 533 3675
Fax (Israel): +972 3 761 7205
E-mail: info@ilient.com

Toll Free center (U.S): 800-686-7047
Tel (U.S): +1 617 275 5562
Fax (U.S): +1 617 507 2559

3. **Taxes**. As set forth in section 9 to the Agreement, you are solely responsible for payment of any taxes applicable by any law, resulting from you using the Licensed Software or of any other services under this RF (e.g. support, maintenance etc.). Ilient reserves the rights to have you pay any such taxes as it fall due to Ilient for remittance to the appropriate authority. You agree to hold harmless Ilient from all claims and liability arising from your failure to report or pay such taxes.

4. **Trademark.** Ilient emphasizes, as set forth in section 8 to the Agreement that "**SysAid**" is a trademark of Ilient. No right, license, or interest to such trademark is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to such trademark. Ilient grants you a License, restricted to stipulations set forth in the Agreement and in the RF, to use its IT management Licensed Software "**SysAid**".

5. **Support & Maintenance.** Ilient offers a charge free support as of using the Full Version of the Hosted Software. Ilient may issue, under its sole discretion, upgrades or improved versions of the Hosted Software, of the current version or new version from time to time. Support for the Hosted Software shall include, call-in help, and updates (not including such updates that will require additional payments), enhancements etc.

   Ilient support team is available on-line and on-telephone (working hours and connection method of support team are available at Ilient's web site - www.ilient.com, and may change from time to time upon Ilient's sole discretion).

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6. **Limitation of Liability and Warranties.** Ilient warrants You, as set forth in section 7 to the Agreement, for your benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software set forth at this RF. Ilient's cumulative liability to You or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this RF and/or to the Agreement shall not exceed the license fee paid to Ilient for the use of the Software. In no event shall Ilient be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, to any party, even if Ilient has been advised of the possibility of such damages.
   As your exclusive remedy for any material defect in the Software for which Ilient is responsible, Ilient shall attempt through reasonable effort to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Ilient does not correct or cure such nonconformity or defect after it has had a reasonable opportunity to do so, your exclusive remedy shall be the refund of the amount paid as the license fee for the defective or nonconforming module of the Software. Ilient shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if you have made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if you have not reported to Ilient the existence and nature of such nonconformity or defect promptly upon discovery thereof.

7. You are solely and exclusively responsible to notify and update Ilient as soon as possible or upon Ilient's request on any change in the information and data provided in this RF, including but not limited to any change in the number or identity of the administrators, end-users computers and assets at your organization.

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8. Your order details are as follows:

   First Name:

   Last Name:

   Company Name:

   Country:

   Address:

   E-Mail:

   Phone:

   Administrators:

   End Users:

   Assets:

   Manager Dashboard Module:

   Task Management Module:

   Servers Monitoring Module:

   SSL Module:

   CMDB Module:

9. **Miscellaneous.** Without derogating from section 11 to the Agreement, We hereby to inform you that we may modify any of the terms and conditions contained in this RF, at any time and in our sole discretion, by posting a change notice or a new RF on our site which we will notify you of. Any such modification will become effective in the lapsing of seven days of publish.

   THIS RF (AND AGREEMENT) IS THE COMPLETE AND EXCLUSIVE STATEMENT OF ILIENT'S OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF ILIENT RELATING TO THE SUBJECT MATTER HEREOF.

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