



IN ORDER TO USE OUR SERVICES, YOU MUST AGREE TO ABIDE BY THIS SERVICE AGREEMENT ("**AGREEMENT**"). THEREFORE YOU HEREBY CERTIFY TO US THAT YOU ARE AN AUTHORIZED AGENT, OR REPRESENTATIVE, OF YOUR COMPANY - AUTHORIZED TO ENTER INTO THIS TYPE OF AGREEMENT WITH SYSAID TECHNOLOGIES LTD. ("**SYSAID**").

YOU WILL BE ASSUMING FULL AND SOLE RESPONSIBILITY FOR ALL USE OF THE SERVICES OCCURRING UNDER YOUR ACCOUNT; PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU ARE A NEW USER, YOU WILL BE REQUIRED TO ACCEPT THIS AGREEMENT IN ORDER TO COMPLETE THE REGISTRATION PROCESS. BY CHECKING THE "I AGREE" BOX, YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING THOSE INCORPORATED BY REFERENCE. DO NOT CHECK THE "I AGREE" BOX IF YOU DO NOT AGREE WITH THIS AGREEMENT, OR ANY PROVISION THEREOF AND YOU WILL NOT BECOME A USER AND WILL NOT BE AUTHORIZED TO ACCESS, OR USE, THE SERVICES.

YOUR CONTINUED USE OF THE SERVICE CONSTITUTES FULL ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SERVICE AGREEMENT

1. Definitions

- 1.1. "**Main System**" shall mean a CSS system, substantially similar to our well known "SysAid CSS" product, in its latest released version or previous released versions – as decided by Us - in the edition stipulated in the Service Program You subscribed for, while installed on Our Servers and accessible through the internet.
- 1.2. "**Our Servers**" means servers belonging to Us and/or third party hosting service providers we use to install the Main System and enable the provision of the Services to You.
- 1.3. "**We**" or "**Us**" or "**SysAid**" or "**Our**" refers to SysAid Technologies Ltd. an Israeli limited liability company, having its main place of business at 1 Hayarden Street, P.O.Box 1142, Airport City, Israel.
- 1.4. "**You**" and "**Your**" refers to the entity and/or individual person consenting to, and entering into, this Agreement.



- 1.5. **"Service Program"** shall mean that certain combination, marked and chosen by You in the Registration Form filled while registering to the Services, reflecting certain edition of the Main System (Trial or Full or Free), certain amount of Administrator User Accounts, unlimited amount of Contact User Accounts certain combination of modules from those available for the Main System, certain amount of storage space and certain combination of modules available for the Main System. In case you get a Free Edition your Service Program shall be considered as including only one (1) Administrator User Account, and some functionality which is limited, all in accordance with the then current specification as reflected in Our website www.sysaid.com.
- 1.6. **"Administrator User Account"** each instance of a unique username and password enabling authenticated access to the Software in an administrator mode.
- 1.7. **"Authenticated Contact Account"** each instance of a unique username and password enabling authenticated access to the Software in a non administrator mode.
- 1.8. **"Guest Mode User"** each individual using the Main System Permitted Usage in Guest Mode only.
- 1.9. **"Designated User/s"** You and any individual (1) assigned for an Administrator User Account, or (2) assigned for an Authenticated Contact Account, or (3) is a Guest Mode User, all such accounts up to such total amount of accounts referred to in the Service Program you subscribed for.
- 1.10. **"Permitted Usage in Guest Mode"** shall mean access to the Software via the internet without being able to take advantage of functionalities enabled only to holders of Authenticated Contact Accounts and/or Administrator User Accounts.
- 1.11. **"Support Services"** shall mean those support services stipulated in Exhibit A to this Agreement.
- 1.12. **"Annual Fee"** shall mean the respective amounts payable to SysAid per one year of use of the Services in accordance with the relevant Service Program.



1.13. "**Special Support Fee**" shall have the meaning ascribed to it in Exhibit A.

2. The Services

2.1. The services provided to You under this Agreement, subject to all other terms and conditions stipulated hereto, shall consist of the following rights, on a non-exclusive basis (the "**Services**"):

2.1.1. The right for Your Designated Users to access Our Servers through the internet in order to use the Main System, all in accordance with the Service Program You subscribed for.

2.1.2. The right to assign such number of Administrator Accounts up to the amount reflected in the Service Program you subscribed for. To avoid any doubts – two different accounts for the same individual shall be considered as two different accounts.

2.1.3. The right to provide Authenticated Contact Accounts to an unlimited amount of individuals.

2.1.4. The right to enable an unlimited Permitted Usage in Guest Mode.

2.1.5. The right to get Support Services (if any) in accordance with the edition you chose, as reflected in the Service Program you subscribed for.

2.1.6. The right to store such data generated in the course of the Designated Users' use of the Main System, up to such amount of storage space referred to in the Service Program you subscribed for.

3. Your Responsibilities, Restrictions and Obligations

3.1. You are solely responsible:

3.1.1. For selecting a qualified operator for the Main System who is familiar with the information, calculations, and reports that serve as input and output of the Main System.

- 3.1.2. For obtaining or providing, at Your sole expense, all telephone, internet service and/or leased or dedicated access lines, telephone and computer equipment, including connection equipment and modems and any other hardware or software necessary to access the Services. Additionally, you shall be responsible for all telephone, Internet service and/or cable charges for connection to the Services. You understand and acknowledge that We will not be liable for network-related problems attributable to the operation of the Services and that internet and network configuration changes may affect the Service' performance and accessibility.
- 3.1.3. For all activity occurring with the use of the Main System, whether such activity is made under one of Your Administrator User Accounts, Authenticated Contact Accounts and/or by a Guest Mode Users, even, without limitation, if such do not form part of Your organization, and just receive services from You.
- 3.1.4. For the conversion of any data not generated by the Main System to operate with the Main System as part of the Services.
- 3.1.5. For using the Service only for lawful purposes. Accordingly, you shall not do anything that encourages conduct which would constitute a criminal offense or which encourages or may encourage "hacking" or "cracking," or which gives rise to civil liability or otherwise violate any applicable local or international law.
- 3.1.6. To the Designated Users for all matters related to the Services and You acknowledge that We assume no responsibility what so ever towards them.
- 3.1.7. The careful selection of the e-mail box destined to be used by the Main System for automatically converting E-mail messages received in such box to service requests processed by the Main System (the "**Designated Mailbox**").
- 3.2. Your responsibility includes compliance with all applicable local, state, national and foreign laws, treaties and regulations relating to Your, and Your Designated User' use of the Service, including those related to the



protection of intellectual property, data privacy, international communications and the transmission of technical or personal data. Furthermore, You shall notify Us immediately of any unauthorized use of any password or account or any other known or suspected breach of security, and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by you.

3.3. The following restrictions shall apply to Your use of the Services:

3.3.1. You may not access the Services if You are a direct competitor of SysAid, except with SysAid prior written consent. In addition, You may not access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.3.2. You may not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party, the Services and/or the Main System in any way; (ii) create Internet "links" to the Service or "frame" or "mirror" any content thereof on any other server, wireless or Internet-based device; or (iii) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

3.3.3. You may not, in the course of Your use of the Services (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene (including pornography, violence, terror, etc.), threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) attempt to gain unauthorized access to the Service or its related systems or networks; (vi) violate or cause SysAid to violate applicable law; or (vii) use the Services other than for your reasonable internal business purposes.



Furthermore, You acknowledge that We assume no responsibility for monitoring the Services for inappropriate content or conduct. If at any time SysAid chooses, in its sole discretion, to monitor the Services, SysAid nonetheless assumes no responsibility to modify or remove any inappropriate content, and no responsibility for the conduct of You or Your Designated Users uploading such content.

4. Intellectual Property Rights

4.1. The content as well as the software (including without limitation, the Main System), underlying the performance of the Services granted there under, in whole or in part (collectively "**the Protected Material**") and any extracts or output that you make from the Protected Material, are owned by SysAid and/or its suppliers, and its structure, organization and code are the valuable trade secrets of SysAid and/or its suppliers. You shall not physically receive, under no circumstances, any code, whether source code or object code, in connection to any software included in the Protected Material. The Protected Material is also protected by Israeli Copyright Law and International Treaty provisions. You must treat the Protected Material just as you would any other copyrighted material, such as a book. You may not copy the Protected Material. You agree not to modify, adapt, translate or make derivative works based upon the Protected Material. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Main System. Except as stated above, this Agreement does not grant you any intellectual property rights in the Protected Material. This Agreement provides the terms and conditions under which you are permitted to use the Protected Material in the framework of the Services only. It is not an agreement for the sale of the Protected Material to you, and no title to the Protected Material passes to you.

4.2. "SysAid CSS" "SysAid IT", "Ilient" and "SysAid" are trademarks of SysAid. No right, license, or interest to such trademarks is granted hereunder, and you agree that no such right, license, or interest shall be asserted by you with respect to such trademarks. All other trademarks, service marks, product names and company names or logos, if any, cited herein, directly or by reference, are the property of their respective owners. Use of any of these marks without the prior written permission of the mark's owners is strictly prohibited.



5. Warranties, Limitation Of Liability, Indemnification

- 5.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT THE SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY SYSAID, ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, CONTRACTORS OR THE LIKE ("ANYONE ON ITS BEHALF") SHALL CREATE OR CONSTITUTE ANY FORM OF WARRANTY.

ACCORDINGLY, YOU AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THAT NEITHER SYSAID NOR ANYONE ON ITS BEHALF, DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SERVICES NOR THAT THE OPERATION OF THE SERVICES WILL BE ERROR FREE OR MEET ANY REQUIREMENTS.

- 5.2. SysAid is not and shall not be liable 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 Agreement and/or to the Main System and/or the Services.

UNDER NO EVENT SHALL SYSAID TECHNOLOGIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SYSAID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE



SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE, TO ANY PARTY.

You may, however, have additional rights under certain laws that do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If such laws apply, our exclusions or limitations shall apply to the fullest extent provided by the applicable laws.

- 5.3. NEITHER SYSAID NOR ANYONE ON ITS BEHALF NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, MARKETING OR DISTRIBUTING THE SERVICES, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE OF OR INABILITY TO USE THE SERVICE DUE TO ANY CAUSE WHATSOEVER, INCLUDING ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SYSAID'S RECORDS OR SERVICES.
- 5.4. IN NO EVENT SHALL THE ENTIRE LIABILITY OF SYSAID AND ANYONE ON ITS BEHALF FOR ALL DAMAGES, LOSSES, CLAIMS AND COSTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO SYSAID DURING THE IMMEDIATELY PRECEDING 1 YEAR PERIOD.
- 5.5. SYSAID ASSUMES NO RESPONSIBILITY UNDER THIS AGREEMENT FOR CONVERTING YOUR DATA FILES TO BE COMPATIBLE FOR USE WITH THE SERVICES.
- 5.6. You are solely responsible for your actions when using the Services, and therefore, notwithstanding the above, You shall indemnify, defend, and hold harmless SysAid, its directors, officers, employees and agents and their respective successors, heirs and assigns (the "SysAid Indemnities"), against any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon any of the SysAid Indemnities in connection with any claims, suits, actions, demands or judgments ("Claims") arising out of any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability and regardless of whether such action has any factual basis) concerning any act or omission of You, and/or Your Designated Users`,(a) in connection with the Services; or(b) which are in breach of any applicable law; or (3)which



constitutes a breach of this Agreement; (4) which are in violation of any rights of any third party.

6. Confidentiality And Privacy

6.1. This Agreement is subject to the Privacy Policy of SysAid which is set forth on Our website www.sysaid.com/privacy.htm and constitutes an integral part of this Agreement.

6.2. You agree that We may list You as a customer and reproduce Your logo and registered trademark online or in printed materials solely to indicate that You are or were a licensee or user of the Main System or our products, unless and until You provide Us with a written notice not to do so.

7. Fees And Payments

7.1. SysAid offers three editions of the Main System: a Trial Edition which is charge-free and limited in time, Free Edition which is free and includes a fixed and limited amount of Administrator User Account / Authenticated Contact Account, and some of its functionality is limited, and a Full Edition which is subject to payments in accordance with the Service Program You subscribed for.

7.2. In case You subscribe for any Service Program other than at a Trial Edition or Free Edition configuration, the following conditions shall apply:

7.2.1. Your use of the Services is subject, inter alia, to the full and accurate payment, in its due date of the relevant Annual Fee. The Annual Fee shall be paid to SysAid in advance for every year you subscribe for the Services and shall be non-refundable even if You stop using the Services before the expiration of the Term, or if You were, from time to time during the Term, under Admissible Suspension.

7.2.2. You shall provide SysAid with complete and accurate billing and contact information. This information includes Your legal company/organization name (if applicable), street address, telephone number, fax number (if applicable), e-mail address, and name of an authorized billing contact. You agree to update this information within 30 days of any change. If the contact information You have provided is



false or fraudulent, SysAid reserves, without derogating from other remedies available to it under applicable law or this Agreement to terminate Your access to the Services.

7.2.3. If You believe Your bill is incorrect, You must contact SysAid in writing within 60 days from the date stipulated in the relevant invoice, setting forth the details of the amount in question and Your basis for asserting its inaccuracy. If You fail to approach SysAid within such timeframe, such Invoice shall be considered undisputable by You, and shall not be eligible to any adjustment, credit or refund.

7.2.4. You are solely responsible for payment of any taxes applicable by any law, resulting from your acceptance of this Agreement and/or your use of the Services, exclusive of taxes based on SysAid' income. You agree to hold SysAid harmless from all claims and liability arising from your failure to report or pay such taxes.

7.2.5. Without derogating from any remedies available to Us under this Agreement or any applicable law, You will be charged with interest of 1.5% per month (or the maximum permitted by law, whichever is less) on any outstanding debt You owe Us, plus all expenses suffered by Us, including without limitation legal fees, in connection with the collection of such debt.

7.2.6. In case of termination of this Agreement for whatever reason You agree that We may charge Your credit card or any other means of payment provided by You to Us, with any unpaid fees, or any other outstanding payment obligation You have with Us.

8. Server Uptime Level Commitment

8.1. SysAid guarantees to You (unless You subscribed for a Trial Edition or a Free Edition only) that Our Servers uptime will be 100% which guarantee assures that the Main System will be reachable from the global internet 100% of the time ("**Servers Uptime Commitment**"). However, many possible situations may cause Our Servers, from time to time, not to be reachable, and such situations are beyond Our control, and therefore are **not** in the scope of the abovementioned Servers Uptime Commitment



("Admissible Downtime"). Without derogating from the generality of the above, such situations includes any of the following:

8.1.1. Hardware Maintenance – occasions in which the hardware in Our Servers may need maintenance or replacement (including a defined weekly maintenance as published in SysAid' website).

8.1.2. Software Maintenance – occasions in which software updates will be required.

8.1.3. Malicious Attacks – if a third party not associated with SysAid initiates a disabling attack against Our Servers, SysAid will do everything in its power to stop the attack, but cannot guarantee a resolution time.

8.2. In the event that SysAid does not meet Servers Uptime Commitment, You will become eligible to request compensation for times when Our Servers were not reachable other than due to Admissible Downtime ("**Failure Downtime**"). The compensation will be a credit for 2 times (200%) the actual amount of Failure Downtime, to be used only in the following Term ("**Downtime Credit**"). When applicable under this Agreement, Downtime Credit conversion ratio into cash will be calculated as follows: accumulated Downtime Credit divided by the total amount of minutes per year (525,600) times the Annual Fee paid for the current Term ("**Downtime Cash Equivalent**"). Notwithstanding the above, the Maximum amount of Downtime Credit permitted to be accumulated under this Agreement may not exceed, such amount that if converted into Downtime Cash Equivalent shall be equal to Your Annual Fee divided into twelve (12).

8.3. You will receive the above Downtime Credit only in the event that Our Servers shall undergo an aggregated monthly Failure Downtime for a period of more than 40 minutes. For example, if SysAid does not comply with Servers Uptime Commitment for 50 minutes, You will receive 100 minutes of Downtime Credit to be used in the following Term. However, if SysAid does not comply with Servers Uptime Commitment only for 40 minutes, You will not receive any Downtime Credit or any other type of compensation.



8.4. All requests for Downtime Credit compensation must be received within 5 business days of the Failure Downtime event in question, or otherwise such event shall not entitle You for Downtime Credit.

8.5. SysAid, in its sole and exclusive discretion, shall decide whether certain downtime event is an Admissible Downtime or Failure Downtime.

9. Data Storage

9.1. SysAid shall make reasonable commercial efforts (unless You subscribed for a Trial Edition or a Free Edition only) to keep any data uploaded to Our Server by You while using the Services, throughout the Term (the "**Data**"), and for 3 months thereafter. However, We are not obliged to do so and You cannot rely on SysAid' keeping such Data, and You should make all appropriate measures required to backup such Data by other means, constantly.

9.2. In case of reestablishing Your account before the passage of 3 months from the expiration of the Term, We shall make reasonable commercial efforts to reinstate such Data to Our Servers if still possible at Our sole discretion.

9.3. Furthermore, SysAid does not keep any record of any e-mails received to the Designated Mailbox, or any other e-mail address of Yours (the "**Correspondence**") – and processed by the Main System into service requests. Any processed Correspondence is immediately erased. Hence, if needed, You should take all appropriate measures required to backup such Correspondence. In that respect You understand and acknowledge that characterization of any e-mail address in the Main System as the Designated Mailbox shall automatically result in the processing of any Correspondence, and simultaneously – its irreversible deletion.

9.4. Without derogating from section 9.1, You agree and acknowledge that Your Data may be irretrievably deleted from Our Servers if You are in default of any payment obligation for 90 days or more, or in the case of a Free Edition – if no usage was made under you Designated User`s Account for a successive period of 90 Days.



9.5. You may store on Our Servers data generated while using the Services according to the following amounts:

9.5.1. Free Edition - storage space is limited to 500 MB.

9.5.2. Trial Edition - storage space is limited to 1 GB.

9.5.3. Full Edition - storage space is limited according to the Service program you subscribed for.

9.6. You may check Your current usage of the storage space under "Preference" about menu in the Main System. You will get a notice once you approach the limit, enabling you to purchase additional storage space.

10. Suspension of Access to the Services

10.1. We reserve the right to suspend Your, or any of Your Designated User', access to, and use of, the Services during the Term in the following events ("**Admissible Suspension**"):

10.1.1. Any use of the Services which, to our opinion, (1) violates this Agreement or (2) which may be offensive, illegal or violate the rights, harm, or threaten the safety of any person or entity, or (3) excessively overloads Our Servers in a way which jeopardize Our ability to continue providing the Services in a timely matter.

10.1.2. Any delay of more than 7 days in any payment obligation You have with Us.

10.2. YOU UNDERSTAND AND AGREE THAT SUCH ADMISSIBLE SUSPENSION MAY BE UNTIL FURTHER NOTICE.

10.3. We also reserve the right to charge You with a reconnection fee in the event You ask to regain access to the Services, during the Term, after being under Admissible Suspension.

11. Term, Termination and Effect of Termination

- 11.1. This Agreement shall become effective as of Your indication of acceptance of its terms by checking the "I Agree" box, as indicated above, and finalization of Your registration process to the Services, and shall maintain in effect as follows:
- 11.1.1. If You subscribed for a Trial Edition – for a onetime period of 30 days – after which this Agreement shall expire automatically.
- 11.1.2. If You subscribed for a Free Edition - for an unlimited period of time, subject to Our right to terminate this Agreement, at any time, for any or no reason by providing you with 30 (thirty) days prior written notice, or with immediate effect under section 11.4 below.
- 11.1.3. If You subscribed for a Full Edition - for a period of one (1) year thereafter (the "**Initial Term**"). The term of the Agreement can be extended beyond the Initial Term for consecutive periods of one (1) Year each (each: an "**Extended Term**") by paying Us in 30 days advance the Annual Fee attributed to the Extended Term (each of the Initial Term and any Extended Term shall be referred to herein above and below: the "**Term**").
- 11.2. During each Term of this Agreement, Both You and Us may terminate this Agreement, at any time, for any or no reason ("**Termination for Convenience**") by providing the other party with 30 (thirty) days prior written notice.
- 11.3. In case of Termination for Convenience made by Us, You shall be entitled to receive, as exclusive remedy, a refund equal to the proportional portion of the Annual Fee already paid to Us for the current Term. In case of Termination for Convenience made by You, You shall not be entitled to any refund whatsoever.
- 11.4. Without derogating from Our right to exercise Termination for Convenience, We shall also be entitled to terminate this Agreement by a written notice with immediate effect in the following events ("**Termination for Cause**"):



- 11.4.1. If you are in breach of any of Your obligations under this Agreement and did not cure such breach within 7 days of receiving a written notice specifying such breach.
- 11.4.2. If any, current or future, governmental (national, state or local) regulations prevent the continuation of the provision of Our Services to You under this Agreement.
- 11.5. Upon termination of this Agreement, for any reason whatsoever, the following terms shall apply:
 - 11.5.1. All rights granted to you, shall terminate automatically without You being entitled to receive any payment or refund of any fee paid by You (unless specifically expressed otherwise in this Agreement).
 - 11.5.2. In the case of termination other than Termination for Cause, for Full Edition subscriptions only - Any Downtime Credit shall be converted into Downtime Cash Equivalent and will be accounted for any debt owed by You to Us and We shall be entitled to offset such Cash Equivalent on account of any payment due to Us for any reason whatsoever. All remaining Cash Equivalent, if any, will be refunded to You. In the case of Termination for Cause any Downtime Credit shall be cancelled.

12. Support & Maintenance

- 12.1. SysAid DOES NOT offer charge free support and/or maintenance services, unless and in as much as specifically included in the Service Program You subscribed for, and You may not assume any kind of such undertaking on behalf of SysAid. Nevertheless, if chooses to do so in its sole discretion, SysAid may, from time to time, upgrade the Main System to newer versions released, and if done so, SysAid will not be under obligation to retain any previous releases of the Main System.
- 12.2. SysAid may decide, however, from time to time, in its sole discretion, to provide You with Support Services, in whole, in part or in any other level, even if You subscribed for a Trial Edition or a Free Edition, and is also free to cease providing such Support Services without notice, and without You being eligible for any compensation for such cessation.



12.3. We reserve the right to charge You with a Special Support Fee for any support services provided to You in the following events:

12.3.1. Any support services You ask for which are not included in the Support Services You are eligible to under the Service Program You subscribed for.

12.3.2. Any time spent by Us, following Your request for Support Services, if it turns out to be that the motive for such request is not covered by the Support Services You are eligible to.

13. Miscellaneous

13.1. **Enforceability.** In the event that any provision of this Agreement is invalid or unenforceable under any law, such provision shall be totally ineffective to that extent, but the remaining provisions of this Agreement will be unaffected.

13.2. **No Waiver.** No delay or omission on the part of SYSAID in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or a waiver of any right on any future occasion.

13.3. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Israel, without reference to conflict of laws principles. Without derogating from the generality of the above, the United Nations Convention on Contracts for The International Sale of Goods shall not apply on this Agreement. You hereby irrevocably subject yourself to the exclusive jurisdiction of the courts located in the district of Tel-Aviv, Israel in connection with any action or controversy relating to the Services, or this Agreement.

13.4. **Notices.** Any Notice to be given pursuant to this Agreement shall be sent by You to Us via Registered Mail to the address stipulated in section 1.5 above, or via e-mail to the following E-mail, and shall be deemed received by Us- if sent via Registered Mail – 7 business days after being sent, and if sent via e-mail – 2 business days after you get confirmation it has been received by Us. Any Notice to be given to You shall be made via Registered Mail or Email address, to the address and E-mail You filled in the Registration Form, and shall be deemed received by You- if sent via



Registered Mail – 7 business days after being sent, and if sent via e-mail – 2 business days after being sent.

13.5. **Whole Agreement.** This Agreement, including the provisions Incorporated by reference, constitutes the sole and entire agreement with respect to Our provision of Services to You.

13.6. **Modifications.** SYSAID may change the terms of the Services, and this Agreement, from time to time, by posting a modified copy of this Agreement on the Services, and/or Our website, or by otherwise notifying You. Those changes will be effective and binding as of posting of the notice; unless a different effective date is specified. We therefore recommend you to enter, from time to time, to our website in order to review information concerning such modifications. YOUR CONTINUED USE OF THE SERVICES FOLLOWING DELIVERY AND/OR POSTING OF A NOTICE OF MODIFICATION SHALL BE CONCLUSIVELY DEEMED AN ACCEPTANCE OF SUCH MODIFICATION. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU MUST TERMINATE THIS AGREEMENT IMMEDIATELY, AND NOTIFY US IMMEDIATELY SO THAT A TERMINATION OF YOUR ACCOUNT MAY BE PROCESSED, AND SUCH TERMINATION IS YOUR ONLY RECOURSE.

13.7. **Assignment.** Your rights and obligations under this Agreement may not be transferred, assigned or transferred in any other way, by operation of law or otherwise without prior written consent of SYSAID.

Last updated: March 2011.



Exhibit A - Support Services

This document describes SysAid' Support Services. These services are available only within the respective Term (as defined in the Agreement), and subject to the full payment of Annual Fee.

Subject to the Agreement and to the above, SysAid shall provide You with support and error correction services (the "**Support Services**"), in the following manner:

1. **Support Requests & Communication**

SysAid support team is available on-line and on-telephone for both technical and user questions (working hours and connection method of support team are available at SysAid' web site - www.SysAid.com, and may change from time to time upon SysAid' sole discretion).

2. **Support Services For The Main System**

Support Services for the Main System consist of technical support and assistance by e-mail and telephone to You and Your Designated Users. Support Services consist of receiving, classifying, and logging support requests and the assignment thereof to SysAid' technical specialists who are responsible for troubleshooting the problem (by means of remote troubleshooting or otherwise) until it is resolved.

A problem is considered resolved when:

- The Main System conforms substantially to its specifications; or
- You have been advised on how to correct or bypass the error; or
- You have been informed that the correction to the error will be available through a future software upgrade, or through a future update package, or through a documentation update; or
- It has been discovered that the problem is a hardware failure within Your workstations; or
- It has been discovered that the problem falls within the category not covered by the Support Services, and You have been notified thereof.

If it is determined that the problem was due to your error in the use of the Main System or from any modifications thereof (including any modification to the database definitions, data structure or data integrity) that was neither made nor authorized by SysAid, You shall pay SysAid a Special



Support Fee. "Special Support Fee" shall mean standard commercial time and materials rates defined by Us and reimbursement for all reasonable out-of-pocket expenses involved in investigating the problem.

If critical or major technical issue is to be solved with a future software upgrade, or through a future update package, or through a documentation update, SysAid will make commercially reasonable efforts to advise You on how to bypass the error.

SysAid does not guarantee problems will be fixed in any specific time frame. However, as You may understand, It is the goal of SysAid to make commercially reasonable efforts to satisfactorily resolve each incident using SysAid' support system.

When necessary, You will allow SysAid to initiate remote troubleshooting, and make available to SysAid one or more of your designated employees knowledgeable in information services at such times and to the extent as may be reasonably required by SysAid to perform its services hereunder.

The Support Services does not include (a) any on-site support or assistance at your premises, (b) installation of any of Our products, (c) any SysAid pre-sales operations or training, or (d) preparation or delivery of any documentation other than the existing product documentation (for example instructions for customer specific tasks).

3. **Exclusions From Support Services**

The Support Services provided by SysAid under this Agreement also do not include:

- Maintenance or repair of hardware or other equipment belongs to You;
- Maintenance or modifications to any software, whether such software is required for the use of the Main System or not;
- Service required due to your misuse of the Main System or alterations or modifications thereof that were not authorized or performed by Us (including any modification to the database definitions, data structure or data integrity). Upon your request, SysAid Technologies shall review any modifications to the Main System made by You to determine whether such modifications invalidate SysAid' rights or instructions. SysAid shall confirm



its determination to You promptly in writing. You will be charged with Special Support Fee for such SysAid' review and determination.

Last updated: May 2011