



## END USER LICENSE AGREEMENT

### INSTALLED PROGRAM (NONEXCLUSIVE; OBJECT CODE ONLY)

THIS AGREEMENT (the "**Agreement**") is made by and between SysAid Technologies Ltd., an Israeli corporation, company number 51-328603-9, having its main place of business at 1 Hayarden st., Airport City 70100, Israel ("**SysAid Technologies**"), and You ("**You**" and/or the "**Licensee**").

SYSAID TECHNOLOGIES' SOFTWARE (ANY AND ALL VERSIONS) IS COPYRIGHTED AND LICENSED (NOT SOLD). SYSAID TECHNOLOGIES DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED SOFTWARE TO YOU. BY DOWNLOADING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THE TERMS AND CONDITIONS SET FORTH IN THIS END USER LICENSE AGREEMENT.

SysAid Technologies offers three editions of the licensed Software: a free edition, limited in number and type of modules, number of users etc. ("**SysAid Free Edition**"); a 30 (thirty) day trial edition, enabling You to use all of the current modules available, in an unlimited number of users, and more (the "**Trial Edition**"), and a full edition, which enables you to tailor the modules and number of users to your needs, receiving maintenance and support services free of charge for 12 months, and more (the "**Full Edition**"), all as provided on SysAid Technologies' web-site.

For the purpose of this Agreement, the "SysAid Pro Edition", and the "SysAid Enterprise Edition" shall be each considered as "Full Edition".

Your registration for, or use of, the Software shall be deemed to be your agreement to abide by this Agreement.

This Agreement shall apply to any version of the Software (as defined hereunder) made by SysAid Technologies. Note that if you choose to use Full Edition of the Software, or if You choose to receive maintenance and support services to SysAid Free Edition, you will have to fill-in a registration form specifying and stating, inter alia, your details and premises (the "**Registration Form**"). Each Software Registration Form will refer to this Agreement by contract number and will become effective as an integral part of this Agreement upon its execution by both SysAid Technologies and the Licensee.

1. The License. **Subject to the stipulations and the terms set forth in this Agreement and to the full and accurate fulfillment of your representations and undertakings, SysAid Technologies grants you a non-exclusive license to:**

(i) Install, use and execute the Software directly on a server (each License is granted per one server), end-user computer(s) and on peripheral equipment related (such as printers, screens etc.) that you own or lease at your premises, for your reasonable internal business purposes only.

(ii) Physically transfer the Software from one computer to another; store the Software's machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computer system as necessary for such use and transmit such instructions or data through computers and associated devices at your premises.

(iii) Without derogating from any stipulation set forth herein, you may make a single copy of the Software in machine-readable, object code form, for non-productive backup or testing purposes only, provided that SysAid Technologies' proprietary legend is included.



2. The Software. **For the purpose of this Agreement, "Software" shall mean any and all editions of the existing modules of IT management software ("SYS AID") in its installed version provided by SysAid Technologies.**

3. Object Code. **The Software is provided in and may be used in machine-readable object code form only.**

4. Support & Maintenance. **SysAid Technologies DOES NOT offer charge free support and/or maintenance services and you may not assume any undertaking on behalf of SysAid Technologies of any kind or nature with respect to the above.**

**Further, SysAid Technologies may issue from time to time, under its sole discretion, upgrades or improved versions for the current version of the Software or issue a new version of the Software from time to time.**

**Without derogating from the above, registered users of the Full Edition and registered users of SysAid Free Edition may receive support and maintenance services in the manner specified in Exhibit A to this Agreement.**

Note, use of the Software may require one or more compatible devices, Internet access, and certain software, and may require obtaining updates or upgrades from time to time. Because use of the Software involves hardware, software, and Internet access, your ability to use the Software may be affected by the performance of these factors. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

5. Your Responsibilities.

**You are responsible for selecting a qualified operator for the Software on your own equipment who is familiar with the information, calculations, and reports that serve as input and output of the Software.**

You acknowledge that it is your responsibility to ensure that all of your files, data or e-mails are adequately duplicated and documented.

Note, SysAid Technologies does not keep any record of any e-mails received to your e-mail address (any e-mail address, given by SysAid Technologies or other) (the "**Correspondence**") – and processed by the Software into service requests. Any processed Correspondence is **immediately** erased. Hence, if needed, You should make all appropriate measures required to backup such Correspondence.

You understand and acknowledge that characterization of any e-mail address in the Software as the master e-mail address will automatically result the process of any Correspondence, and simultaneously – its irreversible deletion.

SysAid Technologies will not be liable for your failure to do any of the above, nor will it be liable for the cost of reconstructing data stored on disc files, tapes, memories, etc. lost during the course of performance of maintenance service.

You shall designate in writing individuals within your organization to coordinate all service and support calls upon SysAid Technologies.

SysAid Technologies assumes no responsibility under this Agreement for converting your data files for use with the Software.



**You are solely responsible for all activity occurring under your user accounts and with your use of the Software. Your responsibility includes responsibility for compliance with all applicable local, state, national and foreign laws, treaties and regulations relating to your use of the Software, 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 SysAid Technologies immediately of any unauthorized use of any password or account or any other known or suspected breach of security, and report to SysAid Technologies immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by you.**

**6. Proprietary Protection and Restrictions. SysAid Technologies is and shall remain at all times the sole and exclusive owner of all and any right, title, intellectual property, including but not limited to any and all trademarks, copyrights, whether registered or unregistered, already developed or that will be developed in the future regarding the Software and any interest in and to the Software and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to you herein by SysAid Technologies. This Agreement does not provide you with title or ownership of the Software, but only a right of a limited use. You must keep the Software free and clear of all claims, liens, and encumbrances. Any copies made to the Software or any distribution of it to any other third party whatsoever is strictly forbidden.**

**7. Limitation of Liability and Warranty. SysAid Technologies warrants, for your benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software which you are now downloading.**

**SysAid Technologies 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 Software. UNDER NO EVENT SHALL SYSAID TECHNOLOGIES BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, TO ANY PARTY, EVEN IF SYSAID TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY DAMAGE RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SOFTWARE; (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 SOFTWARE; (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 SOFTWARE, TO ANY PARTY.**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SYSAID TECHNOLOGIES DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO ITS SERVERS, THE DATA, THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

You may have additional rights under certain laws (e.g., consumer 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 law.

## **8. Restrictions.**

- a. You may not download nor use the Software if You are a direct competitor of SysAid Technologies, except with SysAid Technologies' prior written consent. In addition, You may not download nor use the Software for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.
- b. You shall not: (i) license, sublicense, sell, resell, transfer, assign, reverse engineer, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the Software; (iii) create Internet "links" to the Software or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer; or (v) access, download or use the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software, (c) copy any ideas, features, functions or graphics of the Software, or (d) Use the Software by more than the number of users that have been licensed.
- c. You shall not modify, adapt, or translate the Software in any means not provided by the translation functionality included in the Software. You shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software.

Without derogating from the above, You may use the Software only for your reasonable internal business purposes, on the condition that You do not: (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 tortuous 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 Software or the data contained therein; or (v) attempt to gain unauthorized access to the Software or its related systems or networks; or (vi) violate or cause SysAid Technologies to violate applicable law.

Furthermore, Licensee hereby undertakes to use, within the Term of this Agreement, an up-to-date virus scan through its systems, inclusive of anti-spyware, anti-virus, anti-spam, firewall, and any other relevant protection required to avoid any infringement of this section 8.

## **9. Indemnity.**

You agree to indemnify and hold SysAid Technologies, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any loss, damage, claim or demand, including reasonable attorney fees, arising out of your use of the Software, your connection to the Software, your violation of the this Agreement, or your violation of any rights of another, whether you are a registered user or not. You are solely responsible for your actions when using the Software or receiving the related services.

## **10. Trademarks.**

"Ilient", "SysAid", "SysAid IT" and "SysAid CSS" are trademarks of SysAid Technologies. No right, license, or interest to such trademarks is granted hereunder, and you acknowledge and agree that no such right, license, or interest shall be asserted by you with respect to such trademarks.

## **11. Fees and Payments.**

As mentioned above, SysAid Technologies offers three editions of the Software: SysAid Free Edition (charge-free), a Trial Edition (charge-free) and a Full Edition. In any case in which you choose to use the



Full Edition of the Software, or to receive maintenance and support services to SysAid Free Edition, You will be obligated to pay to SysAid Technologies fees (including renewal fees, if applicable) (the "**Fees**").

The Full Edition License fee will be calculated, amongst others, according to that number of administrators, end-users and assets using the Software, as shall be specified in the Registration Form. Any other fee (as SysAid Free Edition' maintenance and support services fee) will be as published on SysAid Technologies' web-site.

Note, that if maintenance and support services received were terminated for any reason, and thereafter You request to reconnect to maintenance and support services, you will be charged for reconnection fee.

### **Terms of Payment.**

- a. Fees are payable at the beginning of each Term or upon invoice, according to the price list as provided by SysAid Technologies in SysAid Technologies' web site, or as shall be agreed between the parties.
- b. All Fees or payments shall be paid within 30 days. Any delay in payment, shall consist a material breach. However, for the purpose of section 13.d., any (a) delay in payment of fees, due in direct connection with maintenance or support services, or (b) any termination of a maintenance and support services received, shall not be considered as a Cause.
- c. Prices may be updated from time to time by SysAid Technologies, without prior notice. All updates will become effective 30 days after their publication on SysAid web-site.
- d. Billing and contact information. Only if You are (1) a Full Edition user, or (2) a SysAid Free Edition user wishing to receive maintenance and support services, You will need to provide SysAid Technologies 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, name of an authorized billing contact etc.. You agree to update this information within 30 days of any change. If the contact information You have provided is false or fraudulent, SysAid Technologies reserves the right, without derogating from that otherwise set forth herein, to terminate your access to the Software in addition to any other legal remedies.
- e. When due, payments will be made directly to SysAid Technologies.
- f. When applicable, SysAid Technologies reserves the right to charge for its support and/or maintenance services on 30 days advance notice (to apply on a prospective basis only).
- g. If You believe Your bill is incorrect, You must contact SysAid Technologies in writing within 60 days of the invoice date of the invoice setting forth the details of the amount in question and Your basis for asserting its inaccuracy in order for You to be considered eligible to receive an adjustment or credit.

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

### **12. Term of Agreement**

This Agreement and your License to the Software shall become effective upon downloading this Software to your computer and the following provisions shall apply (all the following periods shall be defined as the "**Term**"):

- (i) With respect to SysAid Free Edition - The Term of this Agreement and such License shall be 1 (one) year (the "**Free Initial Period**"). Upon the consummation of the Free initial period, and subject to your full and accurate fulfillment of your representations and undertakings, the Term shall be renewed automatically for additional periods of one year each.

The Term of the License provided under this clause shall be subject to the provisions specified in section 13.c. hereinafter.

- (ii) With respect to the Trial edition - The Term of this Agreement and such License shall be 30 (thirty) days and after such initial period, the License and your rights under the Agreement shall expire automatically.
- (iii) With respect to the Full Edition - The Term of this Agreement shall be 1 (one) year (the "**Initial Period**"). Upon the consummation of the Initial Period, and subject to your full and accurate fulfillment of your representations and undertakings, the Term shall be renewed automatically for additional periods of one year each.  
The Term of the License provided under this clause shall be subject to the provisions specified in section 13.c. hereinafter.

### **13. Termination**

- a. 1. During the Term of this Agreement, SysAid Technologies may terminate this Agreement at any time under its sole discretion and without any justification to You by providing You with 12 calendar months (one calendar year) prior written notice. 2. during the Term of this Agreement, You may terminate this Agreement at any time under your sole discretion and without any justification to SysAid Technologies, by providing SysAid Technologies with 30 (thirty) days prior written notice (each, the "**Notice Period**"). All covenants and obligations set in this Agreement, including any fee payments obligations, shall continue during the Notice Period.
- b. Upon termination of this Agreement, for any reason whatsoever, all rights granted to You by this agreement will terminate automatically and revert to SysAid Technologies. Termination will not entitle You to receive any payment or fee made by You.
- c. Full Edition and Free Edition - effects of termination (other than termination for Cause).

Notwithstanding anything in this Agreement to the contrary, upon termination of this Agreement which is not due to Cause, as provided under section 13.d. hereinafter, if You are a registered user of the Full Edition or of the Free Edition, the following shall apply:

- (i) You may continue to use the Software already installed on your server (and any other related material pertaining to the Software), all, on "as is" basis. I.e., You may continue to use the Software, but you will not be entitled to receive any services (as maintenance services, corrections, upgrades, etc.) related to the software (or the related material), whether they are subject to fee payment or not; and
  - (ii) Any use in the Software shall be under your sole and exclusive liability. SysAid Technologies is not and shall not be, in any way, 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 Software.
- d. Termination for Cause. SysAid Technologies shall consider this Agreement terminated immediately upon the occurrence of any of the following events (any of the following shall be considered as Cause):

(i) If You are in a material breach of your obligations hereunder (including your obligations under the Restrictions section hereinabove) and did not cure such breach within 14 days of receiving a written notice specifying such breach.

(ii) If receivership, liquidation or bankruptcy procedures are initiated against You, and are not released within 14 days of their initiation;

(iii) If any governmental (national, state or local) regulations prevent the continuation of the performance of any party's obligations under this Agreement.

Promptly upon termination of this Agreement due to Cause, you must return to SysAid Technologies or destroy any and all materials pertaining to the Software (including all copies thereof). You agree to certify your compliance with such restriction immediately upon SysAid Technologies' request.

- e. Survival: The provisions of the sections: 5, 6, 7, 8, 9, 10, 11, 14 as well as any accrued payment obligation, shall survive termination or expiration of the Term this Agreement.

#### **14. Privacy and Use of Data**

You understand and acknowledge that in the course of its normal and routine operation, the Licensed Software corresponds with SysAid's servers regarding available updates and regularly sends SysAid Non Personal Information, that enables SysAid to properly provide or advise you (through your SysAid's Administrators) with regard to such updates and relevant notifications made by SysAid. The information collected is stored and kept in reasonable confidence solely for the internal use of SysAid and its affiliates. You hereby irrevocably waive any claim with regard to SysAid collecting the information mentioned above.

For the purpose of this section, Non-Personal Information shall mean any information that cannot be directly associated with a specific person or entity. Non-Personal Information includes but is not limited to your SysAid configuration, including the version you are using, your database type and your language preference.

\*Non Personal information does not include any data that you have entered into the Software.

#### **15. Miscellaneous**

15.1. 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 competent court located in Tel-Aviv, Israel and both parties hereby irrevocably waive any excuse or argument or defense against such jurisdiction such as forum inconvenient and others.

**15.2. SysAid Technologies may modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by posting a change notice or a new agreement on its site, which we will notify you of only if you provide us with your contact information. We recommend you to enter from time to time to our web site in order to review information concerning such modifications.**

**15.3. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED RECEIVING OF OUR SERVICES AND/OR THE USE OF THE LICENSE FOLLOWING OUR POSTING OF A CHANGE NOTICE OR A NEW AGREEMENT**



**ON OUR SITE (WHICH WE WILL NOTIFY YOU OF) WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE AND TO SUCH MODIFIED AGREEMENT.**

15.4. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed and by a certified fax or e-mail.

15.5. In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

15.6. If the deletion of such provision shall cause this Agreement to become materially adverse to either Party, such Party shall have the right to terminate this Agreement as if terminated under Section 13.a.

15.7. Personnel. Without the express written consent of SysAid Technologies, You shall not employ or engage directly or indirectly with any employee of SysAid Technologies (or person who was an employee within twenty-four months prior to such date) assigned to this Agreement at any time during the term of this Agreement and for the period of twelve months thereafter.

15.8. Assignment; Successors. SysAid Technologies may assign or transfer this Agreement or any of its obligations hereunder to a third party, without your prior consent. The provisions of this Agreement shall be binding on the said third party, with the following exception: such third party shall be entitled to supply error correction services whether as an "on-site service" or as a "remote control service" all under its sole discretion.

You shall not assign, transfer, or subcontract this Agreement or any of its obligations hereunder without the prior written consent of the SysAid Technologies and any attempts to do so without the consent of SysAid Technologies shall be void and of no effect.

**THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF SYSAID TECHNOLOGIES' OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF SYSAID TECHNOLOGIES RELATING TO THE SUBJECT MATTER HEREOF.**

## **Exhibit A - Support and Maintenance Services**

This document describes SysAid Technologies' Support and Maintenance Services. These services are available when You have a valid and effective End User License Agreement contract. Such Support and Maintenance Services consist of (i) the Support services for the software and (ii) software maintenance, as described in this document.

**Users of SysAid Free Edition:** Subject to maintenance and support fee payment, SysAid Technologies offers a maintenance, error correction and user support for 12 (twelve) months as of accepting and submitting a Registration Form to SysAid Free Edition of the Licensed Software, only for the most current version of the Licensed Software issued.

Any extension of the support period is subject to payments as specified in SysAid Technologies' price list.

Notwithstanding the above, SysAid Technologies provides the users of SysAid Free Edition with the Software Updates mentioned in section 3 herein, free of charge.

**Users of the Full Edition:** SysAid Technologies offers a charge free Upgrades, maintenance, error correction and user support for 12 (twelve) months as of accepting and submitting a Registration Form to the Full Edition of the Licensed Software, only for the most current version of the Licensed Software issued. Any extension of the support period is subject to payments as specified in SysAid Technologies' price list.

### **1. Support Requests & Communication**

User Support. SysAid Technologies shall provide telephone support for both technical and user questions during normal business hours of SysAid Technologies. SysAid Technologies shall furnish off-site telephone support, in the form of consultations, assistance and advice on the use or maintenance of the Software.

SysAid Technologies support team is available on-line and on-telephone (working hours and connection method of support team are available at SysAid Technologies' web site - [www.SysAid.com](http://www.SysAid.com), and may change from time to time upon SysAid Technologies' sole discretion).

### **2. Support Services For The Software**

Support Services for the software consist of technical support and assistance by e-mail and telephone to the customer using the Licensed Software. Support Services include receiving, classifying, and logging support requests and the assignment thereof to SysAid Technologies' 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:

- o The software conforms substantially to its specifications; or
- o The customer has been advised on how to correct or bypass the error; or
- o The customer has 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
- o It has been discovered that the problem is a hardware failure; or
- o It has been discovered that the problem falls within the category not covered by the service fee, and the customer has been notified thereof.



If it is determined that the problem was due to your error in the use of the Licensed Software or from any modifications to the Licensed Software (including any modification to the database definitions, data structure or data integrity) that was neither made nor authorized by SysAid Technologies, You shall pay SysAid Technologies' standard commercial time and materials rates and reimburse SysAid Technologies 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 Technologies will deliver commercially reasonable efforts to advise You on how to bypass the error.

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

When necessary, You will allow SysAid Technologies to initiate remote troubleshooting, and make available to SysAid Technologies 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 Technologies to perform its services hereunder.

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

SysAid Technologies may issue, under its sole discretion, upgrades or improved versions of the Software, of the current version or new version from time to time. You must make sure to obtain and substitute or incorporate all new releases or fixes issued by SysAid Technologies pursuant to its warranty and support programs.

### 3. **Software Updates**

Any Software installation package released after a user had initially installed the Software is considered as an Update. The **Minor Update** is a release containing bug fixes, improving the convenience of use and providing minor extensions to the Software functionality. The **Major Update** is a release essentially changing or extending the Software functionality compared to the previous version (such as new modules etc.).

#### **Users of SysAid Free Edition:**

If You are a registered user of the SysAid Free Edition, You are granted the right to receive (download) and install all the Minor Updates to the version initially installed free of charge.

Notwithstanding the above, installation of a Major Update may or may not require an upgrade fee, which is at the sole discretion of SysAid Technologies.

Installation of the Minor Update does not require repeating the registration procedure, as the registration data will be inherited from the previous installation. Installation of a Major Update will or will not require new registration.

You may install Minor Updates or Major Updates over your existing installation only during the Term of the Agreement.



### **Users of the Full Edition:**

If You are a registered user of the Full Edition, during the Initial Period You will be granted the right to receive (download) and install all the Minor Updates to the version initially installed free of charge. Any extension of the Initial Period is subject to payments as specified in SysAid Technologies' price list.

Notwithstanding the above, installation of a Major Update may or may not require an upgrade fee, which is at the sole discretion of SysAid Technologies.

Installation of the Minor Update does not require repeating the registration procedure, as the registration data will be inherited from the previous installation. Installation of a Major Update will or will not require new registration.

You may install Minor Updates or Major Updates over your existing installation only during the Term of the Agreement.

### **4. Exclusions From Maintenance And Error Correction Services**

The maintenance and error correction services provided by SysAid Technologies under this Agreement do not include:

- o Maintenance or repair of hardware or other equipment belongs to You;
- o Maintenance or modifications to your software except the Licensed Software;
- o Servicing required due to your misuse of the Licensed Software or alterations or modifications to the Licensed Software that were not authorized or performed by SysAid Technologies (including any modification to the database definitions, data structure or data integrity). Upon your request by, SysAid Technologies shall review any modifications done to the Licensed Software by You to determine whether such modifications invalidate SysAid Technologies' maintenance obligations. SysAid Technologies shall confirm its determination to You promptly in writing. SysAid Technologies' review and determination shall be done on a time and materials basis at SysAid Technologies' then current charge rates.