

**END USER LICENSE AGREEMENT - REGISTRATION FORM
INSTALLED PROGRAM - FULL & FREE EDITION**

(NONEXCLUSIVE)

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. YOUR USE OF THE LICENSED SOFTWARE MAY COMMENCE ONLY UPON YOUR EXECUTION OF THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SYSAID TECHNOLOGIES HAS RECEIVED AND APPROVED A COPY OF IT AS EXECUTED BY YOU.

This Registration Form (the: “**RF**”) 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**”) 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 End 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 fees and payments will be paid as described in section 11 to the Agreement, including during the Notice Period. It is hereby clarified, that every Term will be renewed for additional periods of one year each, only upon your full and accurate fulfillment of your representations and undertakings.

Without derogating from the above, first payment shall be made directly to Sysaid Technologies upon execution of this RF and prior to delivery of the Licensed Software or the maintenance and support service.

All fees (including renewal fees, if applicable) are payable at the beginning of each Term or upon invoice, according to the price list as provided by SysAid Technologies in its web site, or as shall otherwise be agreed between the parties. Prices may be updated from time to time by Sysaid Technologies without prior notice. All updates will become effective in the lapsing of thirty (30) days of publish.

All fees or payments shall be paid within 30 days. Subject to the provisions set in the Agreement, any delay in payment shall consist a material breach.

3. **Taxes.** As set forth in section 11 to the Agreement, you are solely responsible for payment of any taxes applicable by any law, resulting from you using the Software or of any other services under this RF (e.g. support, maintenance etc.). Sysaid Technologies reserves the rights to have you pay any such taxes as it fall due to Sysaid Technologies for remittance to the appropriate authority. You agree to hold harmless Sysaid Technologies from all claims and liability arising from your failure to report or pay such taxes.
4. **Trademark.** Sysaid Technologies emphasizes, as set forth in section 10 to the Agreement that "**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 agree that no such right, license, or interest shall be asserted by you with respect to such trademarks.
5. **Support and Maintenance Services.** Sysaid Technologies offers support and maintenance services, as provided in the Agreement.
6. **Limitation of Liability and Warranties.** Sysaid Technologies 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. Sysaid Technologies' 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 Sysaid Technologies for the use of the Software. In no event shall Sysaid Technologies be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, to any party, even if Sysaid Technologies has been advised of the possibility of such damages.

Further, Sysaid Technologies is not, and shall not be, obligated to correct, cure, or otherwise assist to 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 Sysaid Technologies the existence and nature of such nonconformity or defect promptly upon discovery thereof.

7. You are solely and exclusively responsible to notify and update Sysaid Technologies as soon as possible or upon Sysaid Technologies' 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.

8. Please fill-in the following details in the chart below:

Contract number:	_____
First Name:	_____
Last Name:	_____
Company Name:	_____
Country: (select)	<input type="text"/>
Address:	_____
E-Mail:	_____
Tel No.:	_____
Fax No.:	_____
Number of Administrators:	_____
Number of End Users:	_____
Number of Assets:	_____
Manager Dashboard Module:	Yes / No
Projects and Tasks Module:	Yes / No
Monitoring Module:	Yes / No
CMDB Module:	Yes / No
ITIL Pack	_____
Comments:	_____

9. You agree that SysAid Technologies 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 Software, unless and until You provide SysAid Technologies with a written notice not to do so.
10. Newsletter subscription. SysAid Technologies distributes, from time to time, a newsletter which includes practical tips, stories and advice for SysAid users. You hereby agree to receive SysAid Technologies' newsletter to your e-mail address provided above, as shall be distributed by SysAid Technologies or on behalf of SysAid Technologies. You may, in any time, to ask for your removal, and such removal will become effective in the lapsing of seven days of SysAid Technologies' receipt of the above request.

11. Confidentiality. Both parties agree to treat as confidential all information received from the other party which the other party has indicated in writing to be confidential, except if such information already exists in the public domain, is already in the receiving party's possession, is independently developed by the receiving party outside the scope of this RF or the Agreement, or is rightfully obtained from third parties. Both parties agree to disclose this information only to those of its employees and any third party who need to know it for the performance of this RF, and to ensure that such employees and the relevant third party are informed and agree to keep such information confidential. Both parties further agree that they, their employees and the relevant third party shall observe all security requirements in effect from time to time as the other party's premises, and shall comply with the other party's security procedures for confidential material. This section shall survive termination of the Agreement. Any action for breach of confidentiality must be brought within one (1) year after either party knew or should have reasonably known of the breach, or such longer period as the parties may agree in writing.
12. **Miscellaneous.** Without derogating from sections 15.2 & 15.3 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 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.