

Service Agreement B.M.B.Y. Software Systems

B.M.B.Y. Software Systems Ltd. (hereafter, “the company”) provides software and programming services via an internet platform.

The Transaction:

- The transaction is defined in the price proposal / the written order that has been sent by the company to the customer and returned with the customer’s signature.
- All company transactions are subject to the service agreement.
- In the event of conflicting clauses in the price proposal / the written order, the accompanying service agreement will take precedence over the price proposal / written order.
- The period of service of the transaction is undefined, wherein the customer has the right to end the connection to the company with a prior written notification of thirty days.

The Payment:

- In exchange for the service the customer commits himself to pay the company the payment as detailed in the written order.
- The company reserves the right to on occasion adjust the price of the services that it renders with a prior notification of thirty days.
- In order to prevent any doubt, it is herein clarified that the exchange for the services provided by the company are as detailed in the written order. The customer will be charged for expenses entailed for all additional services that will be provided by the company as per further signed written orders.
- In the event of any delay in payment by the customer, the agreement will include delay interest as per those instituted by London Inter Bank Offered Rate (LIBOR) + 4%, furthermore, the company is entitled to terminate all customer service.
- All payment transfer expenses will be paid by the customer.
- All taxes in the customer’s country are on the account of the customer, the company should receive the funds net as mentioned in the invoice without any deduction
- All prices are without VAT.

Company Commitment:

- The company will provide all the services which it has committed itself to as per the written order.
- The company will instruct the customer’s employees as to the uses of the services which it has committed itself to provide and will make certain that the services have been adjusted to fit the customer.
- The company will provide technical assistance during the active hours of the company via Telephone service and via the internet through remote access to customer’s database and computer systems
- The company commits itself to maintaining total secrecy of all the information of the customer found on the data base of the company server.
- The company will back-up the data base found on the company server each day of the previous thirty days.
- The company will provide security for the data base found on the company server to prevent any unauthorized access either by accident or deliberately, via security considered of top quality for sites of this type, the security measures instituted by the company to protect the information will be made known to the customer and agreed to by him, the measures are also detailed in the internet site of the company.

- The company will make sure that all programs are fully operational and that the infrastructure equipment provided by it for ongoing service are functioning properly, the company is responsible for the prompt repair of any problem with the program or with the infrastructure equipment of the company.
- The ability to provide service is dependent upon the internet connectivity of the customer, and upon the correct performance of all factors in the internet connectivity.
- The company reserves the right to add, change, or exchange infrastructure equipment in order to allow the provision of service, furthermore, the company is permitted to update, change, add or to develop the program without any prior agreement or notification to the customer

Customer Commitments:

- The customer will guard in secrecy the passwords that are provided to him or created by him, will delete passwords of his employees who have left his employment, and will frequently change his system of passwords.
- All use of service by a local user will be as per the access abilities of the customer and as per the password provided by the customer.
- The customer will make sure that an anti-virus program has been installed in the equipment owned by the customer and which is used in order to provide service.

Intellectual and Creative Rights :

- All creative rights and intellectual ownership found in the company site and in the technological infrastructure that permits that provision of service - including software, implementation, computer codes, files, graphics, text and any other material included within them - are the sole property of the company; they are not be copied, publicized, distributed, presented in public or forwarded to any third party in any format of the fore-mentioned without the express, written and prior permission of the company.
- The commercial signs in the site of the company are the sole property and sole ownership of the company.
- The right of usage of the infrastructure of the company is permitted to the customer only within the framework of the signed business deal and within the framework of that service agreement; the customer has no right and is not permitted to use the company infrastructure for any other purpose or to allow any third party to use them in any way or form.

Legal Location and Judgment:

- The laws of the State of Israel only will be applied to all sides of the agreement; the sole legal authority for any and all issues connected to this agreement are subject to the courts of the District of Haifa as per their specified authority.