



IMPORTANT - READ CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE (THE "**SOFTWARE**").

This End-User License Agreement ("**EULA**" or "**Agreement**") is a binding legal agreement between you ("**You**") and SysAid Technologies Ltd. (the "**Company**" or "**SysAid**"), which sets forth the terms and conditions under which you are licensed to use the Software being distributed with this EULA.

BY CLICKING ON THE "I ACCEPT" BUTTON, OR BY INSTALLING, COPYING OR KEEP ON USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND UNDERSTOOD THE TERMS OF THIS EULA AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS EULA, INCLUDING THOSE INCORPORATED BY REFERENCE. IF YOU SELECT "I DO NOT ACCEPT" THE INSTALLATION PROCESS WILL NOT PROCEED. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL, COPY OR USE THE SOFTWARE.

FURTHERMORE, BY ACCEPTING THE TERMS OF THIS EULA, YOU HEREBY WAIVE ANY RIGHTS OR REQUIREMENTS UNDER ANY LAWS OR REGULATIONS IN ANY JURISDICTION THAT REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AND (2) YOU HEREBY ACKNOWLEDGE THAT YOU ARE FAMILIAR WITH AND AGREE TO THE TERMS OF THE COMPANY'S PRIVACY POLICY, AVAILABLE AT [www.sysaid.com/privacy.html](http://www.sysaid.com/privacy.html), WHICH PRIVACY POLICY IS INCORPORATED AS AN INTEGRAL PART OF THIS EULA.

IF YOU ARE NOT THE END USER AND ARE INSTALLING THIS SOFTWARE ON BEHALF OF THE END USER, YOU WARRANT AND REPRESENT THAT YOU ARE AUTHORIZED TO ACT ON BEHALF OF THE END USER AND TO ACCEPT AND BIND THE END USER TO THE TERMS OF THIS EULA.

THIS AGREEMENT IS MADE AND ENTERED INTO ON 1/9/2020, 2020 (THE "EFFECTIVE DATE"), BETWEEN YAMHILL COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON AND SYSAID.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Definitions

1.1. "**We**" or "**Us**" or "**SysAid**" or "**Our**" or the "**Company**" 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.

1.2. "**You**" and "**Your**" refers to Yamhill County, the entity consenting to, and entering into, this Agreement.

- 1.3. "**License Program**" shall mean that certain combination, marked and chosen by You in the Registration Form, reflecting certain edition of the Software (Trial or Full), certain amount of Administrator User Accounts, certain amount of End Points, certain amount of End User Accounts, certain combination of modules from those available for the Software, license expiration date and/or Support Services expiration date. In case you get a Free Edition your License Program shall be considered as including a fixed and limited amount of Administrator User Account / End-User Account /End Points, and some functionality which is limited, all in accordance with the then current specification as reflected in Our website [www.sysaid.com](http://www.sysaid.com).
- 1.4. "**Support Services**" shall mean those support services stipulated in Exhibit A to this Agreement.
- 1.5. "**Annual License Fee**" shall mean the respective amounts payable to SysAid per one year of use of the Software in accordance with the relevant License Program.
- 1.6. "**Annual Support Fee**" shall mean the respective amounts payable to SysAid per one year of Support Services in accordance with the relevant License Program.
- 1.7. "**Special Support Fee**" shall have the meaning ascribed to it in Exhibit A.
- 1.8. "**Consecutive Support Period**" with respect to a Full Edition under a Perpetual Mode regarding which a Perpetual License Fee was already paid for - shall mean a consecutive period during ALL of which you were either in the first year since you paid for a Perpetual License Fee or you paid for an Annual Support Fee.
- 1.9. "**Server**" - shall mean a single piece of hardware enabling the installation of the Main System on its storage device and the operation therefrom.
- 1.10. "**Administrator User Account**" - shall mean each instance of a unique username and password enabling authenticated access to the Main System in an administrator mode.
- 1.11. "**End-User Account**" - shall mean each instance of a unique username and password enabling authenticated access to the Main System in a non administrator mode.
- 1.12. "**Guest Mode User**" - shall mean each individual using the Software Permitted Usage in Guest Mode only.
- 1.13. "**User/s**" - shall mean You and any individual (1) assigned for an Administrator User Account, or (2) assigned for an End-User Account, or (3) who is a Guest Mode User.
- 1.14. "**Permitted Usage in Guest Mode**" shall mean - if such feature is enabled and explicitly agreed upon between You and Us - limited access to the Main System via any network without being able to take advantage of functionalities enabled only to holders of End-User Accounts and/or Administrator User Accounts.

- 1.15. "**Registration Form**" - shall mean the form you filled in during the registration process where you stipulate the License Program you desire, and further details.
- 1.16. "**Activation File**" - shall mean a file that will be received by You and uploaded by you to your server during the installation process of the Software, which holds, inter alia, the details of Your License Program as approved by us, and further details.
- 1.17. "**Software**" shall mean the software, in object code format, made available to You together with this EULA, including the Main System and Agents, in addition to but not limited to (1) third party's software incorporated therein; (2) related explanatory written materials ("Documentation"); and (3), any patches, updates, modified versions, additions, service packs and upgrades, if any, which may be provided by the Company from time to time ("**Updates & Upgrades**").
- 1.18. "**Main System**" shall mean the IT Management system, known as "SysAid IT" in the edition stipulated in the License Program You subscribed to, while installed on your Server and accessible through any network.
- 1.19. "**Agent**" shall mean any optional piece of software code We provide You (whether downloadable from Our Servers and/or deployed from the installation package installed with the Main System), and installed on all, selected, or none, of Your End Points.
- 1.20. "**Our Servers**" shall mean servers belonging to Us and/or third party hosting service providers We use.
- 1.21. "**End Point**" shall mean each hardware-based station monitored by the Main System under the terms of this EULA, including, without limitation, personal computers, laptops, network printers, servers, screens, Mobile Devices, etc.
- 1.22. "**Mobile Devices**" shall mean any portable communication device such as, cellular phones, smart phones, tablets, etc.

## 2. The License

- 2.1. Subject to your full compliance at all times with the terms and conditions set forth in this EULA, the Company hereby grants You a limited, royalty free and irrevocable (for the term of this Agreement) non-exclusive, non-transferable, non-assignable (except as provided herein) and non-sublicensable license to:



- (a) download, install and use a single copy of the Main System on one Server within your organization;
- (b) download, install and use that certain amount of Agents on that certain amount of End Points within your organization up to the amount you ordered and paid for, as reflected in the License Program you subscribed for.
- (c) assign such number of Administrator Accounts up to the amount you ordered and paid for, as reflected in the License Program you subscribed to. To avoid any doubts – two different accounts for the same individual shall be considered as two different accounts.
- (d) assign such number of End User Accounts up to the amount you ordered and paid for, as reflected in the License Program you subscribed to. To avoid any doubts – two different accounts for the same individual shall be considered as two different accounts.
- (e) enable an unlimited Permitted Usage in Guest Mode – but only if such feature is enabled and explicitly agreed upon between You and Us.
- (f) copy the Software installed on the Server (as aforementioned) to other storage device for backup and/or archival and/or non-productive testing purposes only.
- (g) use the Documentation only for the purpose of assisting those authorized to do so under the EULA, to use the Software.

### 3. Intellectual Property Rights

3.1. The Software, in whole or in part, as well as any extracts or output that you make using the Software (collectively "**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 any circumstances, any source 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 Software. 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 subject to the license given to you herein 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.

3.2. "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 properties of their respective owners. Use of any of these marks without the prior written permission of the mark's owners is strictly prohibited.

#### 4. Your Responsibilities, Restrictions and Obligations

4.1. You are solely responsible:

4.1.1. 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 End Points and the Main System.

4.1.2. For the conversion of any data not generated by the Main System to operate with the Main System.

4.1.3. For all activity occurring with the use of the Software provided to You, whether such activity is made under one of Your Administrator User Accounts, End User 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.

4.1.4. For using the Software only for lawful purposes. Accordingly, you shall and shall ensure that the Users shall not knowingly or intentionally use the Software in a way that encourages conduct that would constitute a criminal offense or which encourages or may encourage "hacking" or "cracking," or which gives rise to civil liability or otherwise violates any applicable local or international law.

4.1.5. To Users for all matters related to the Software and You acknowledge that we assume no responsibility whatsoever towards them. Without

SysAid Technologies Ltd.  
1 Hayarden St., P.O.Box 1142,  
Airport City 70100, Israel

Toll Free (US): 1 800 686 7047  
Tel. (US): +1 617 231 0124  
Fax (US): +1 617 507 2559

Tel. (Israel): +972 3 533 3675  
Fax (Israel): +972 3 761 7205  
info@sysaid.com | [www.sysaid.com](http://www.sysaid.com)



derogating from your overall responsibility towards all Users, you are also responsible for effectively notifying and warning all Users with respect to the possible outcomes of Your use and their use of the Software, as those are fully detailed in the Documentation and Our Website, such to include, without limitation, Your possibility to (1) monitor configuration, data and usage, including private usage, of Mobile Devices, (2) altering data, configuration, passcodes and settings of End Points, (3) completely wiping Mobile Devices.

4.1.6. The careful selection of the email box destined to be used by the Main System for automatically converting Email messages received in such box to service requests processed by the Main System (the "**Designated Mailbox**"). Furthermore, if needed, You should take all appropriate measures required to back up any emails received to the Designated Mailbox, or any other email address of Yours (the "**Correspondence**") – and processed by the Main System into service requests. In that respect You understand and acknowledge that characterization of any email address in the Main System as the Designated Mailbox shall automatically result in the processing of any Correspondence, and simultaneously – its irreversible deletion.

4.1.7. 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 enable the operation of the Software. You understand and acknowledge that We will not be liable for network-related problems attributable to the operation of the Software and that internet and network configuration changes may affect the Software' performance and accessibility.

4.2. Your responsibility includes compliance with all applicable local, state, national and foreign laws, treaties and regulations relating to Your, and Your Users' 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 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.

SysAid Technologies Ltd.  
1 Hayarden St., P.O.Box 1142,  
Airport City 70100, Israel

Toll Free (US): 1 800 686 7047  
Tel. (US): +1 617 231 0124  
Fax (US): +1 617 507 2559

Tel. (Israel): +972 3 533 3675  
Fax (Israel): +972 3 761 7205  
info@sysaid.com | [www.sysaid.com](http://www.sysaid.com)



4.3. The following restrictions shall apply to Your use of the Software:

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

4.3.2. You may not: (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, the Software in any way; (2) create Internet "links" to the Software or "frame" or "mirror" any content thereof on any other server, wireless or Internet-based device; or (3) access 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, or (c) copy any ideas, features, functions, or graphics of the Software.

4.3.3. You may not, in the course of Your use of the Software (1) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (2) knowingly or intentionally 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; (3) knowingly or intentionally send or store material containing software viruses, worms, trojan horses, or other harmful computer code, files, scripts, agents or programs; (4) knowingly or intentionally attempt to gain unauthorized access to the Software or its related systems or networks; (5) knowingly or intentionally violate or cause SysAid to violate applicable law; or (6) use the Software other than for your reasonable internal business purposes.

Furthermore, You acknowledge that We assume no responsibility for monitoring your use of the Software for inappropriate content or conduct.

4.4. SysAid's responsibility includes compliance with all applicable local, state, national and foreign laws, treaties and regulations relating to SysAid's Software, including those related to the protection of intellectual property, data privacy, international communications and the transmission of technical or personal data.

4.5 You should note that 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. Warranties, Limitation Of Liability, Indemnification

5.1. SYSAID REPRESENTS AND WARRANTS TO YOU THAT AS BETWEEN THE PARTIES SYSAID OWNS OR OTHERWISE HAS (AND PRIOR TO YOUR USE OF THE SOFTWARE WILL HAVE) THE NECESSARY RIGHTS (INCLUDING BUT NOT LIMITED TO THIRD PARTY LICENSE RIGHTS) AND CONSENTS IN AND RELATING TO THE SOFTWARE SO THAT YOUR USE OF THE SOFTWARE IN ACCORDANCE WITH THIS AGREEMENT DOES NOT VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

SYSAID WARRANTS THAT THE SOFTWARE IS SUBSTANTIALLY ERROR FREE AND BUG FREE AND THAT THE SOFTWARE OPERATES IN SUBSTANTIAL CONFORMANCE WITH THE DOCUMENTATION. THIS WARRANTY IS CONTINGENT ON THE PROPER INSTALLATION AND USE OF THE SOFTWARE AS DESCRIBED IN THE DOCUMENTATION. SYSAID FURTHER WARRANTS IT WILL USE COMMERCIALY REASONABLE EFFORTS TO SCREEN THE SOFTWARE PRIOR TO DELIVERY TO YOU FOR VIRUSES, TROJAN HORSES AND OTHER MALICIOUS CODE.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED TO YOU ON AN "AS-IS" 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.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 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, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE THAT THE USE OF THE SOFTWARE 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 SOFTWARE NOR THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE OR MEET ANY REQUIREMENTS.

5.2. Except as expressly set forth in this Agreement, 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 Software.



UNDER NO EVENT SHALL SYSAID BE LIABLE FOR ANY 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: (1) THE USE OR THE INABILITY TO USE THE SOFTWARE; (2) 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; OR (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA GENERATED IN CONNECTION WITH THE SOFTWARE.

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 SOFTWARE, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE OF OR INABILITY TO USE THE SOFTWARE DUE TO ANY CAUSE WHATSOEVER, INCLUDING ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SYSAID'S RECORDS OR THE SOFTWARE.

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 THREE TIMES 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 SOFTWARE.

5.6. You are solely responsible for your actions when using the Software, and therefore, notwithstanding the above, subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, 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 individuals assigned with an Administrator User Account and/or individuals assigned with an End-User Account, and/or individuals conducting Permitted Usage in Guest Mode, all (1) in connection with the Software; or (2) 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.

- 5.7. If any third party claim, action, suit, or proceeding is brought against You on the basis of an allegation that the Software infringes upon or misappropriates a third party's United States, Israeli or other applicable patent or a third party's trademark, copyright or trade secret or other enforceable and applicable intellectual property rights ("Infringement Claim"), then SysAid shall: (a) at its expense, defend or, at its option, settle such Infringement Claim, and (b) pay all losses, damages, judgments, assessments, fines, costs, and expenses (including court costs and reasonable attorneys' fees) finally awarded or ordered against You arising out of such Infringement Claim or agreed upon in a settlement of such Infringement Claim approved in writing by SysAid. As a condition to the above, You agree: (A) to provide SysAid with prompt written notice of the Infringement Claim; (B) to cede to SysAid full control of the defense and settlement of the Infringement Claim (except that any non-monetary obligation imposed on You under a settlement shall require Your prior written consent, not to be unreasonably withheld, conditioned or delayed); (C) to provide SysAid with all information and assistance reasonably requested by SysAid; and (D) not to admit any liability under (or otherwise compromise) the Infringement Claim. Any participation by You in the defense of the Infringement Claim shall be at Your own cost and expense. SysAid will have no obligation or liability hereunder with respect to any Infringement Claim to the extent that it arises out of or is related to: (i) access to or use of the Software in combination with any hardware, system, software, network, or other materials or services not provided by SysAid; (ii) modification of the Software by any Person other than SysAid; (iii) Your Data, including any Processing of Your Data by or on behalf of SysAid in accordance with this Agreement; (iv) any other materials or information (including any documents, data, software, content, or technology) provided by or on behalf of You and/or any Representative, including SysAid's compliance with any specifications or directions provided by You or on Your behalf and/or Your Representative; (v) any Open-Source Components; (vi) Your or Your Users' instructions; or (vi) use of the Software or Documentation for a purpose not authorized under this Agreement or otherwise in violation of this Agreement.

If any of the Software is, or in SysAid's opinion is likely to become, the subject of an Infringement Claim, SysAid may, at its option and sole cost and expense, use its reasonable efforts to (i) obtain for You the right to

continue to use the Software as contemplated by this Agreement, or (ii) replace or modify the Software in whole or in part, so that they are no longer subject to an Infringement Claim, while providing substantially equivalent features and functionality, in which case such modifications or replacements will constitute Software under this Agreement. If neither of the foregoing options are commercially practical in SysAid's reasonable discretion, then SysAid may terminate this Agreement upon written notice to You, and You shall be entitled to receive a pro-rated refund of any prepaid Fees based on the remaining period of the corresponding Subscription Term(s).

## 6. Confidentiality And Privacy

6.1. This Agreement is subject to the Privacy Policy of SysAid, which is set forth on Our website <http://www.sysaid.com/privacy> 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 Software, 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 Software: (1) a Trial Edition that is free of charge and limited in time, (2) Free Edition that is Free and includes a fixed and limited amount of Administrator User Account / End-User Account / End Points, and some of its functionality is limited, and (3) a Edition that is subject to payments in accordance with the configuration You subscribed for, as reflected in the License Program and the Activation File (you can review such information anytime under the "About" option appearing in the Software menu). The Full Edition is offered under two commercial models or under a combination such two models: (a) Annual Mode – in which you pay an Annual License Fee in return for a license to use the Software and get Support Services during one year, all under the terms of this EULA ("**Annual Mode**"), and/or (b) Perpetual Mode – in which you pay a Perpetual License Fee that grants you a perpetual permission to use Our Software but only in its last release as it was issued by us when You were under a Consecutive Support Period ("**Perpetual Mode**"). Note, that with respect to new users (i.e. clients purchasing the Software after March 2017, SysAid no longer provides the Full Edition in an Perpetual Mode. Users



that are existing users (i.e. which have already paid a perpetual fee prior to the foregoing date; "**Existing Users**"), may be offered with a combination of such modes, at SysAid's discretion from time to time. Please bear in mind that existing customers that have paid a Perpetual License Fee and do not pay for Support Services after the first year expires, and at some point in the future want to get Support Services again, shall be required to pay for Support Services retroactively for all the period they did not already pay, in order to be entitled to get the latest Updates & Upgrades and the Support Services. Further, the change by an Existing User of the amount of Administrator User Accounts, the amount of End Points, the amount of End User Accounts and other changes may require an Existing Customer to purchase the Software under an Annual Mode.

7.2. In case Your use of the Software is other than under the Trial Edition or Free Edition configuration, the following conditions shall apply:

7.2.1. Your license to use the Software is subject, inter alia, to the full and accurate payment, in its due date of the relevant Annual License Fee (in case of Annual Mode) or the Perpetual License Fee (in case of Perpetual Mode) or such combination of the above as shall be agreed between You and SysAid. The Annual License Fee, if applicable, shall be paid to SysAid in advance for every year you subscribe for the license and shall be non-refundable even if You stop using the Software at any point in time. The Perpetual License Fee, if applicable, shall also be non-refundable even if You stop using the Software at any point in time.

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), email 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 EULA, to terminate this EULA.

7.2.3. You are solely responsible for payment of any taxes applicable by any law, resulting from your acceptance of this EULA and/or your use of the Software, exclusive of taxes based on SysAid' income. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, You agree to hold



SysAid harmless from all claims and liability arising from your failure to report or pay such taxes.

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

## 8. Term, Termination and Effect of Termination

8.1. This Agreement shall become effective on the Effective Date, and shall maintain in effect as follows:

8.1.1. If You subscribed for a Trial Edition – for a onetime period of 30 days – after which this Agreement shall expire automatically.

8.1.2. If You subscribed for a Full Edition on an Annual Mode - for a period of 1 (one) year thereafter (the "**Initial Term**"). The term of the Agreement can be extended beyond the Initial Term for consecutive periods of 1 (one) year each (each: an "**Extended Term**") by paying Us in 30 days advance the Annual License 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**").

8.1.3. If You subscribed for a Full Edition on a Perpetual Mode – for an unlimited period of time, provided, however, that after the expiration of the Consecutive Support Period, We shall cease to have any obligations under this agreement other than the obligation not to oppose to your continuous use of the Software (in its last version granted to you during the Consecutive Support Period) for an unlimited period of time.

8.1.4. 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 8.4 below.

8.2. Both You and Us may terminate this Agreement, at any time, for any or no reason ("**Termination for Convenience**") by providing the other



party – in your case with 30 (thirty) days prior written notice, and in our case with 120 (one hundred and twenty) days prior written notice.

- 8.3. In case of Termination for Convenience made by Us, in spite of the provisions of section 7.2.1 above: (1) in case of a Full Edition in Annual Mode - You shall be entitled to receive, as exclusive remedy, a refund equal to the proportional portion of the Annual License Fee already paid to Us for the current Term, (2) in case of a Full Edition in Perpetual Mode - You shall be entitled to receive, as exclusive remedy, a refund equal to the proportional portion of the Perpetual License Fee already paid to Us considering the actual period of time You used the Software out of 5 (five) years and a refund equal to the proportional portion of the current Annual Support Fee already paid to Us and not yet exhausted. In case of Termination for Convenience made by You, You shall not be entitled to any refund whatsoever.
- 8.4. Without derogating from Our or Your 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**"):
- 8.4.1. If you are in breach of any of Your obligations under this Agreement and did not cure such breach within 7 (seven) days of receiving a written notice specifying such breach.
- 8.4.2. If any, current or future, governmental (national, state, or local) regulations prevent the continuation of the provision of either Our Support Services to You, or any licenses granted by Us to You under this Agreement.
- 8.5. Upon termination of this Agreement, for any reason whatsoever besides Termination for Convenience made by Us to a Full Edition Software for which You paid a Perpetual License Fee for, the following terms shall apply:
- 8.5.1. 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).



8.5.2. You shall remove and destroy any copies of the Software installed by You, and/or anyone on your behalf.

8.6. Upon termination of this Agreement by Termination for Convenience made by Us to a Full Edition Software for which you paid a Perpetual License Fee, We shall cease to have any obligations under this agreement other than the obligation not to oppose to your continuous use of the Software (in its last version granted to you during the Consecutive Support Period) for an unlimited period of time.

## 9. Support & Maintenance

9.1. SysAid DOES NOT offer free of charge support and/or maintenance services, unless and in as much as specifically included in the License Program You subscribed to, which support services are detailed in Exhibit A, attached hereto and incorporated herein by this reference. You may not assume any kind of such undertaking on behalf of SysAid. Nevertheless, if Sysaid chooses to do so in its sole discretion, it may, from time to time, upgrade the Software to newer versions released, and if done so, SysAid will not be under obligation to retain any previous releases of the Software.

9.2. 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.

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

9.3.1. Any support services You ask for that are not included in the Support Services You are eligible to under the License Program You subscribed to.

9.3.2. 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 for.

SysAid Technologies Ltd.  
1 Hayarden St., P.O.Box 1142,  
Airport City 70100, Israel

Toll Free (US): 1 800 686 7047  
Tel. (US): +1 617 231 0124  
Fax (US): +1 617 507 2559

Tel. (Israel): +972 3 533 3675  
Fax (Israel): +972 3 761 7205  
info@sysaid.com | [www.sysaid.com](http://www.sysaid.com)



## 10. Miscellaneous

- 10.1. **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.
- 10.2. **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.
- 10.3. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York, 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 City of New York, New York in connection with any action or controversy relating to the Software, or this Agreement.
- 10.4. **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 1.1 above, or via email to the following email [Support@sysaid.com](mailto:Support@sysaid.com), and shall be deemed received by Us- if sent via Registered Mail – 7 business days after being sent, and if sent via email – 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 Email 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 email – 2 business days after being sent.
- 10.5. **Whole Agreement.** This Agreement, including the provisions Incorporated by reference, constitutes the sole and entire agreement with respect to Our provision of Software and Services to You. If any covenant, term, condition, or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, each such covenant, term, condition, or provision shall be severed or modified to the extent necessary to make it enforceable, and each resulting covenant, term, condition, or provision shall remain in full force and effect, and such invalidity or other failure shall not affect the validity of any other covenant, term, condition, or provision hereof. Provided the same does not work a substantial injustice, this Agreement shall be construed as if such invalid covenant, term, condition, or provision had not been inserted.



10.6. **Modifications.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless executed in writing signed by the authorized representatives of the Parties, which writing must refer to this Agreement. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given once signed by both parties.

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

10.8. **Force Majeure.** Except for the obligation to make payments when due, in no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by, and for so long as, such failure or delay is prevented by, any circumstances beyond such party's reasonable control, including without limitation, acts of God, flood, fire, earthquake or explosion, war, terrorism, pandemic, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national, regional or international emergency, strikes, labor stoppages, or slowdowns or other industrial disturbances, passage of laws, or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications or transportation (each, a "Force Majeure Event"). In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event. If and when performance is resumed, all dates specified in this Agreement and/or in any purchase orders accepted pursuant to this Agreement shall be automatically adjusted to reflect the period of such prevention, interruption, or delay by reason of such Force Majeure Event. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more provided that You shall not be entitled to a refund of any prepaid fees. Notwithstanding the foregoing, You shall not be entitled to use, or rely on, this Section (Force Majeure) in connection with any material breach by You of the License restrictions set forth in this Agreement.

10.9. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**10.10. Insurance.** SysAid, at its expense, shall obtain the following insurance coverages and keep them in effect during the entire term of this Agreement:

A. Workers' Compensation Insurance in compliance with statutory requirements;

B. Commercial General Liability Insurance (including personal injury liability, products and completed operations coverage), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury, death and property damage liability, with an annual aggregate limit of \$3,000,000;

C. Professional Liability Insurance, including errors and omissions coverage, with a per occurrence and aggregate limit of not less than in the amount of \$2,000,000 per occurrence and \$3,000,000 in the aggregate, to protect against all loss suffered by You or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the performance of the Services under this Agreement;

At Yamhill County's request, Provider shall furnish Yamhill County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. In addition, in the event of unilateral cancellation or restriction by SysAid's insurance company of any insurance coverage required herein, SysAid shall immediately notify Yamhill County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.

**13.11 Confidentiality** Each Party (a "Recipient") acknowledges that it or its agents may, in the course of this Agreement, be exposed to or acquire information that is the confidential information of the other Party (the "Discloser"). Any and all (i) information marked confidential or (ii) information identified as confidential in a separate writing at the time of disclosure, that is disclosed to the Recipient or its agents pursuant to this Agreement shall be deemed to be confidential information of the Discloser ("Confidential Information"). Confidential Information shall not include any information which: (i) is already known to or in the possession of Recipient or its Representatives at the time of disclosure; (ii) is or becomes publicly available through no wrongful act of Recipient; (iii) was or is independently developed by Recipient without use of any of Discloser's Confidential Information and without breach of this Agreement; (iv) was disclosed to Recipient by a third party who is not, to the knowledge of the Recipient, in breach of an obligation of confidentiality to Discloser or its Representative; (v) is furnished to a third party by the disclosing party without similar non-disclosure restrictions on the third party's rights; or (vi) relates to general concepts of computer hardware or software technology. The Recipient agrees to hold Confidential Information in strict

confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, other than to those of its employees, agents, consultants and advisors ("**Representatives**") who need to know such information and who are bound in contract or by law to maintain such information in confidence and except as may be provided elsewhere under this Agreement, or as required by applicable law. The Recipient agrees that, upon termination of this Agreement or at Discloser's request, Recipient will return to or destroy all Confidential Information in its possession or control except for Recipient will be entitled to keep such Confidential Information to the extent required by applicable law or in accordance with its backup policies.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SYSAID TECHNOLOGIES, LTD.

YAMHILL COUNTY

DocuSigned by:  
By: Sarah Lahav  
70E000004C004F5...

By: 

Name: Sarah Lahav

Name: Casey Kulla

Title: CEO

Title: Chair, Board of Commissioners

Date: 22 September 2020 | 15:31 ISDT

Date: 9/22/2020

Accepted by Yamhill County  
Board of Commissioners on  
1/9/2020 by Board Order  
# 20-19



## **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 License Fee OR in case of a Full Edition under a Perpetual Mode – subject to You being within a Consecutive Support Period.

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 online and via telephone for both technical and user questions (working hours and connection method of support team are available on the SysAid website - [www.SysAid.com](http://www.SysAid.com), and may change from time to time upon SysAid's sole discretion).

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

Support Services for the Software consist of technical support and assistance by email and telephone to You and individuals assigned with an Administrator User Account only. 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 Software 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; 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 Software 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 material 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 timeframe. 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 (1) any on-site support or assistance at your premises, (2) installation of any of Our products, (3) any SysAid pre-sales operations or training, or (4) preparation or delivery of any documentation other than the existing product documentation (for example instructions for customer specific tasks).

### 3. **Software Updates**

Any Software installation package released by Us after You 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.).

During the period in which You are eligible for Support Services from Us, You will be granted the right to receive (download) and install all the Minor Updates to the version initially installed.



Installation of a Major Update, however, may or may not require an upgrade fee, which is at the sole discretion of SysAid. 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 may, however, require new registration.

You may install Minor Updates or Major Updates over your existing installation only during the Term of the Agreement OR in case of a Full Edition under a Perpetual Mode – when You are within a Consecutive Support Period.

**4. 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 belonging to You;
- Maintenance or modifications to any software, whether such software is required for the use of the Software or not;
- Service required due to your misuse of the Software 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 shall review any modifications to the Software 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: April 2017