Websio Products Support Agreement

Version 3.5, publication date: February 5, 2017

1. DEFINITIONS
    1. Program means the software product for which customer has a license and has purchased the services specified in this Agreement.
    2. Program Material means the Program together with all supplied related documentation.

2. SCOPE OF AGREEMENT
    1. The Software Supplier shall subject as herein provided:
        1. Provide to the Customer an email support service.
        2. Provide to the Customer a remote support service by TeamViewer. Remote support is provided after the Customer sent to Supplier all required log files, screenshots, etc. and a problem reason still is not clear to Supplier,
        3. Make available to the Customer all new releases of software which update the Program for use on the Customer's Computer System.
        4. Use reasonable endeavors to correct errors in the Program Material reported in writing by the Customer and provide update versions to correct those errors as soon as practicable.
        5. Support will be provided to the Client for assistance with software bugs, repair of known issues, troubleshooting of software malfunctions, software administration and best practices procedures. Supplier is not responsible for software or hardware of third parties, but may, at the discretion of the support engineer, assist in troubleshooting these third party hardware/software issues.

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3. TERM OF AGREEMENT
    1. The initial term of this Agreement is one year unless specified otherwise.
    2. Initial and renewal fees and Supplier response time depend on the Agreement Level and defined on the Supplier site, section "Support": http://www.websio.com/support.aspx
    3. All charges are exclusive of VAT and any other taxes and imposts.

4. SOFTWARE UPGRADES
Supplier will provide the Customer with all minor/major software version releases during the term of this Agreement. Customer agrees that the releases of software upgrades are at the sole discretion of the Supplier and shall follow the Supplier's internal quality standards. Further, Supplier will choose software features to be depreciated or included. Shall the Customer receive a software upgrade after the Anniversary Date of the current agreement, this shall constitute the Customer's consent to renew or engage in a new Support Agreement according to the Terms Section below. Customers not engaged in a current Agreement will be required to purchase an upgrade at a rate of the Vendor's current upgrade pricing.

5. EXCLUSIONS
    1. Websio shall not be obliged to provide support hereunder:
        1. if the Program shall not have been properly used or installed in conjunction with the Customer's Computer System in accordance with the documentation.

      2.   if the Program shall have been modified in any way without the prior written consent of the Supplier or shall not be in the same form as supplied by the Supplier.
2. The support service shall not include:
    1. installation of the Program or updates thereof on the Customer's Computer System.
    2. releases of the Program Material other than the current release

6. TERMINATION
The Supplier shall be entitled to terminate this Agreement by notice in writing to the Customer:
   1. if the Customer shall fail to pay any charge related or not related to this Agreement within 30 days of any invoice therefor.
   2. if the Customer shall commit any material breach of this Agreement.
   3. if the Customer shall become insolvent or being a corporation enter into liquidation or have a receiver, administrator, administrative receiver or manager appointed in respect of any of its assets or in the case of an individual commit any act of bankruptcy or have any adjudication or receiving order made against him or in either case enter into any composition or arrangement with creditors or suffer any execution in respect of any debt.

7. WARRANTY AND LIMITATION OF LIABILITY
   1. Supplier will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but Supplier does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to Vendor Software running under the clear environment (without third-party products and/or any kind of customizations) specified in the Administrator Guide for that product. Supplier will provide the Customer with substantially the same level of service throughout the term of this agreement. Vendor may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.
   2. In no event will the Supplier be liable for any special, incidental, or consequential damage or for loss of profits or for claims against the Customer by any third party arising from the use or inability to use the Program Material.
   3. The Supplier shall not be liable for any claim in excess of the amount of the fees in respect of this Agreement.

8. CUSTOMER RESPONSIBILITIES
   1. The Customer acknowledges that this Agreement contains the entire understanding of the parties hereto with regard to the subject matter thereof.
   2. The Customer shall route all requests for support to email: support@websio.com .
   3. The Customer shall provide at no charge to the Supplier written evidence of faults found and other material that the Supplier may reasonably require to enable the faults to be reproduced at the Supplier's premises.
   4. In the event that it is deemed necessary for the Supplier to have access to the Customer's equipment where the Program is installed in order to properly undertake its responsibilities, then the Customer shall provide at no charge to the Supplier full access by TeamViewer at a mutually convenient time.
   5. The Customer shall not sell, assign, lease or otherwise transfer or dispose of the benefit of this Agreement.

9. OTHER SERVICES
    The following additional services are not provided for under the terms of this Agreement:
    1. Training of staff.
    2. Modifying the Program Material to meet Customer specific requirements.
    3. Porting the Program to other systems.
    4. Technical consultancy.
    5. Support of third-party software used by Customer and/or used in Websio products

10. APPLICABLE LAW
    The validity, construction and performance of this Agreement shall be governed by the Laws of Israel.
    The Agreement shall be subject to the exclusive jurisdiction of the Court of Teal Aviv, Israel.