

Terms Sheet

CivilCAD Service Level

#	Item	Description
1	Objective	This document stipulates the general terms of the service coverage under the service subscription to CivilCAD software.
2	Note about the service and license type	Important – CivilCAD licenses are <u>perpetual</u> . Customers may (and not obliged to) decide to purchase the service subscription to obtain the benefits which are detailed hereinafter.
3	Terms	<p>“Sivan” – Sivan Design D.S. Ltd.</p> <p>The “Software” – CivilCAD.</p> <p>The “Licensee” – the software user and/or customer.</p> <p>The “Licensor” – Sivan.</p>
4	Service types	3 different types – Bronze, Silver and Gold.
5	Fees	As shall be defined by Sivan from time to time.
6	Terms of payment	Upfront or as shall be defined by Sivan from time to time.
7	Disclaimer of Warranty and Liability	Software is provided on an "as is" basis, without warranty of any kind, including without limitation the warranties that it is free of defects, merchantable, fit for a particular purpose or non-infringing. The entire risk as to the quality and performance of the software is borne by licensee. Should the software prove defective in any respect, licensee and not licensor or its suppliers or resellers assumes the entire cost of any service and repair. In addition, the security mechanisms implemented by the software have inherent limitations, and licensee must determine that the software sufficiently meets its requirements. This disclaimer of warranty constitutes an essential part of this Term Sheet. No use of the software is authorized hereunder except under this disclaimer.
8	Bronze support	<p>including software updates from the company's website and installation troubleshooting</p> <ul style="list-style-type: none"> • Sivan, by its own discretion, can decide on the number of minor updates (X. Y. date of minor release) releases during an annual year.

		<ul style="list-style-type: none"> • A minor update release shall usually contain bug fixes, improvements, and additional features, which, by the sole discretion of Sivan, shall be defined as a minor update release. • Sivan shall release a minimum of one major update (10.2, 10.3, 10.4 ... 11) release during a period of 1.5 year. • A major update release shall usually contain grouping of several minor releases, change in technology etc., which, by the sole discretion of Sivan, shall be defined as a major update release. • Updates are available for free download for service subscribers from Sivan's download section at its website. • Upon a release of a major update, Sivan shall send a release note to its users through their registered email address in Sivan's records. Sivan shall not confirm receipt of these emails. • The release note shall include list of changes, and a brief description of each change, which are included in the update release.
9	Silver support	<p>Service expansion from Bronze to Silver - including priority on developments and adjustments, phone/e-mail/remote support</p> <ul style="list-style-type: none"> • Service shall be available within working hours, 5 days a week from Sunday to Thursday, from 09:00 – 17:00 (GMT + 2). • In case of unavailability of the service due to overload of service cases, and/or unforeseen reasons (illnesses, etc.), Sivan shall reply/refer to each service case within a maximum of 24 hours. • Remote support, if required, shall be provided within a maximum of 48 hours. • Sivan, by its own discretion shall define the service case resolution duration – Short or Long term. • Short term – after reviewing the problem, Sivan concluded that the case can be resolved without software development efforts and therefore do all efforts to close the case within 48 hours. • Long term - after reviewing the problem, Sivan concluded that the case resolution should involve software development efforts and therefore do all efforts to close the case within a maximum of 2 weeks. • In addition to the above, silver subscribers shall be entitled to priority in software development efforts. This includes

		<p>recommendation by customer for new features, new functionalities, or general system's improvements.</p> <p>Note that silver subscription does not cover the option of sending specific projects/specific use-cases to Sivan by e-mail for its internal checkups. In such cases, the customer is required to purchase the Gold service support.</p>
10	Gold support	<p>Expansion from Silver to Gold - including specific projects examination and handling</p> <ul style="list-style-type: none">• In addition to the terms of Silver support, Gold support allows customers to send specific projects for Sivan's examination and further assistance in cases resolution.• The cases resolution duration shall remain the same as the terms above (i.e., the terms which are detailed under Silver support).