

General Terms for the Provision of Services

1. "Supplier/Company" - means Menahel 4You and its related companies including companies under the control of its shareholders.
2. The customer may purchase from the company hosting services for the system in the SAP Cloud service which is the leading and fastest cloud service in the world.

The Services

3. The software products will be provided in accordance with the standard SAP license terms (EULA) as they appear on the SAP website.
4. It is clarified that the maintenance and support services do not include an upgrade of the adjustments/developments carried out for the customer, to new versions/patches issued by the manufacturer. A price quote will be provided to the customer for such upgrade.
5. Customers who are not in the SAP Cloud service: the customer is responsible for the field of the computing infrastructure (inter alia: servers, storage systems, network, performance, operating systems). The field of information security is the sole responsibility of the customer.
6. The customer will be given the right to use the modules - the source code is owned by the manufacturer.
7. The services will be provided by the supplier as an independent contractor and no employee-employer relationship will be created between the supplier or its employees and the customer.
8. The supplier may employ subcontractors without derogating from its responsibility according to the proposal.
9. The services will be provided according to the time schedule defined in the quote, and if no schedule is set, as it will be periodically agreed upon by the parties.
10. It is hereby clarified that the supplier will not be held responsible for indirect or consequential damage caused to the customer, including loss of income, prevented profit, loss of data, idle time. Its warranty will be limited to direct damage only and it will be limited to a ceiling of up to 50% of the consideration it actually received from the customer due to this agreement in the 3 months preceding the occurrence of the damage.
11. The SAP company periodically distributes new versions of the SAP Business One software. Performing the software upgrade and converting the data to a new version is for an additional fee.
12. The support center is active on weekdays Sunday-Thursday between 08:30 and 15:00. Contacting the support center is possible through the customer portal.
13. The policy of SAP and the company regarding maintenance for licensing, modules and developments is a retroactive charge in non-consecutive periods.
14. Support for WEB developments: Laptop: browsers (latest version) Chrome, Firefox, Edge Mobile: Mobile browsers: Chrome, Firefox, Safari, Operating systems: Android and iOS. Latest version and 2 previous versions.
15. Estimated time for obtaining a permanent license is up to 7 working days from the date of receipt of payment.
16. The licenses are per user – Named.
17. The price quotes refer to one company on one central server and require multi-year work. Additional companies will be charged according to actual hours. Unless otherwise stated in the body of the quotation.
18. Price quotes do not include modules/interfaces that are not specifically mentioned in them.
19. The bank of hours is valid - for 12 months from the date of approval of the quote/order.

Consideration

20. The prices do not include VAT or any other tax that will be in effect at the time of payment, and these will be paid in addition.

21. The charge for prices in foreign currency will be in accordance with the representative rate on the day the invoice is issued.
If payment is made in foreign currency, all transfer fees are at the customer's expense.
22. If it is necessary to come to the customer's site, a minimum of 5 hours will be billed in the Gush Dan area. In other areas, a minimum of one working day.
It is possible to cancel implementation/training/installation work by notice up to 24 hours before its time. Later cancellation will be charged the amount of 50% of the planned price for this work.
23. If the customer chooses to stop or change use of one of the services, a 30-day advance notice is required.
24. The maintenance and usage prices are linked to the consumer price index - the base index is the index known at the time of signing the quote.
25. The supplier will be entitled to charge the customer's credit card and/or standing order of a bank if the payments due to him according to the agreement between the parties have not been paid in full and in a timely manner.
26. In case of the cancellation of a transaction, no refund will be received for SAP licenses and/or related modules and the customer will be charged the full price. The customer will also be charged for the proportional working hours up to the time of cancellation of the transaction.
27. The prices do not include hardware components, communication infrastructures, DBA services, operating systems and any other software required for the operation of the system, its maintenance or actual installations. This is with the exception of the SAP Cloud service.
28. Annual maintenance fees 18% of the price list for licenses/developments/interfaces, with the exception of SAP licensing - will be paid automatically every year using the payment method in the quote.
29. Licensing prices do not include installation.
30. Prices may change from time to time subject to the company's sole discretion.

The Customer's Statement

31. The customer hereby represents and warrants: (1) That he has examined the software as a purchaser, its suitability for his needs and purposes, and that, subject to making the adjustments pertaining to the price quote, he found the software suitable to his requirements and needs; (2) That he knows and agrees that by signing this quote and/or by executing it he does not acquire any rights in the system and/or in the intellectual property rights therein and/or in the reputation associated with the system and that the only right he acquires is a user license; (3) To purchase and install the required hardware on time, in order not to delay the project's time schedules and to ensure that a valid maintenance agreement exists for all the components included in the definition of the hardware; (4) To prepare the data files from the customer's existing systems in the structure that will be required by the supplier, to be responsible for the integrity and improvement of the transferred data and to manually complete the data, if required; (5) To prepare the interfaces on the side of the customer's existing systems and to provide all the information and data it needs to carry out the project; (6) To be responsible for performing a periodic backup of all software and data files (7) That he is aware that he is prohibited from contacting the manufacturer directly regarding the system's operations and that the supplier will serve as the Focal Point of Contact on this issue with the manufacturer, in accordance with the manufacturer's instructions;
32. In order to ensure the integrity of the data, the customer must regularly keep a backup on magnetic media in addition to the computer disk. Furthermore, the customer must transfer a weekly copy of the backup to outside of the office or to a fireproof safe located in the office (bookkeeping instructions require keeping this type of backup). The supplier will not be responsible for any loss of information in the absence of a backup.
33. It is the customer's responsibility to ensure the existence of the required working conditions for providing the services at the customer's site and/or by remote connection, including computer equipment, telephone, Terminal Server Administration authorization in the SAP connection and a permanent link to the server.

34. All information related to the supplier's intellectual property rights, information regarding work processes, billing methods, work methods, etc. is confidential commercial information of the supplier and the customer undertakes to keep the supplier's confidential information confidential, not to transfer it in its entirety or any part of it to a third party any in any way whatsoever and not to make any use of it without the prior written permission of the supplier.
35. The customer will not transfer his rights and obligations to any body, without the prior written consent of the supplier.
36. The customer will not be able to hire and/or employ directly or indirectly the supplier's employees (or an employee who worked for the supplier in the last 12 months or part of them) during the period of providing the services and for 12 months after it, and the supplier will not be able to hire the customer's employees. If one of the parties directly or indirectly approaches an employee of the other party employee and/or directly or indirectly employs and employee of the other party, the approaching party will pay liquidated damages in the amount of NIS 150,000.
37. Inquiries regarding system maintenance will be coordinated by a senior user to be chosen - questions of users will be directed to him and if no solution is found, he can contact the company regarding maintenance and problem solving.
38. By signing this document, the customer authorizes receiving marketing emails.
39. Approval of a price quote (signature + stamp) constitutes an order and agreement to act pursuant to it and in accordance with all of the above.