

# Non-Commercial Licence Agreement for Meyvn

This is your licence agreement that allows you to download, install and/or use Meyvn on the terms set out below in this licence. If you download, install and/or use Meyvn you have accepted these terms. If you do not wish to accept these terms, you should not download, install, or use Meyvn.

## 1 Parties

"Sapiens Sapiens" refers to Daniel Szmulewicz, "osek morshe" incorporated in Israel with registration number 011902855.

"You" are the individual person named in the Licence Certificate.

## 2 Definitions

"Meyvn" means the software known as Meyvn and the documentation associated with the software.

"Licence Certificate" is evidence provided to you by Sapiens Sapiens of your licence validity.

"Commercial Use" is any use of Meyvn which directly or indirectly supports any business purposes, whether or not the business entity is an academic entity, charity or other 'not for profit' type entity.

## 3 Copyright Ownership and Grant of Licence

Sapiens Sapiens is the owner of all copyright and intellectual property rights in Meyvn and grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use Meyvn under the terms and conditions contained in this licence until the licence is terminated for any reason.

## **4 Customer Obligations**

You may not use Meyvn for Commercial Use.

If you do wish to use Meyvn for commercial purposes you must purchase a licence permitting such use.

## **5 Licence Term**

Your licence is valid for 6 months from the date on which Sapiens Sapiens issues it to you.

If you wish to continue using Meyvn after your licence period has ended you must obtain another licence.

## **6 Intellectual Property**

Sapiens Sapiens owns and will retain all legal rights in the software, including all copies, alterations, derivatives or modifications of Meyvn; whether in whole or in part.

Meyvn is licensed, not sold.

## **7 Upgrades**

You will receive any upgrades to Meyvn during your licence period free of charge.

Sapiens Sapiens is not obligated to provide upgrades during the update period, even if you have requested fixes or changes to be made.

Sapiens Sapiens will make all efforts to ensure that upgrades are of high quality, but will not be liable if changes cause you losses or damages.

## **8 Liability**

The use of Meyvn is at your own risk.

To the maximum extent allowed by law, Sapiens Sapiens will not be liable to you in any way for any damages to you or any third party resulting from your use of Meyvn. If Sapiens Sapiens would nevertheless be held liable by

a competent court, then its liability shall be capped at the license fee paid during the past 12 months or, in the absence of a paid license fee, 50 ILS.

Sapiens Sapiens does not guarantee that Meyvn will meet all of your requirements, or that any errors in Meyvn will be corrected.

## **9 Modifications**

If Sapiens Sapiens is required to change these terms, you will be advised of the changes and you will have the option to terminate your licence if you do not wish to accept the new terms. However Sapiens Sapiens will not reimburse your licence fee in whole or in part if you choose to terminate your licence.

## **10 Termination**

Sapiens Sapiens may terminate your licence to use Meyvn at any time if you breach any terms of this licence and fail to rectify the breach within 7 days of being notified by Sapiens Sapiens.

## **11 Jurisdiction**

These terms are subject to the laws of Israel.

You are subject to the exclusive jurisdiction of the High Court of Israel for any matters arising directly or indirectly from these terms.

For any queries in relation to this licence contact:

Sapiens Sapiens (daniel.szmulewicz@gmail.com)