

LIMITED TIME PROMOTION - TERMS AND CONDITIONS

1. This promotion is sponsored by Incredibuild Software Ltd. (and its subsidiaries), (“Incredibuild”).

2. Eligibility Criteria:

The promotion is applicable to purchases made:

- 2.1. by new customers, for their first-time purchase with Incredibuild only;
- 2.2. directly from Incredibuild, or from an authorized Incredibuild reseller only;
- 2.3. The promotion is applicable to purchases made during the period specified in promotional materials only; and
- 2.4. Eligible purchases are purchases officially signed off by the customer in a form of a purchase order, confirmed by an Incredibuild quote or other written and signed legal document confirmed by Incredibuild. (collectively, “Eligible Participants”)

3. **Promotion Benefits** (all Benefits are optional and at Incredibuild’s discretion):

- 3.1. Free Incredibuild Enterprise package upgrade, subject to such upgrade to be effected within the first 6 months of a new subscription;
- 3.2. Discount on the first year of subscription;
- 3.3. Free support for the first year of subscription;
- 3.4. Up to 4 hours of professional build optimization by Incredibuild professional consultants; and
- 3.5. 30-day unlimited capacity cloud trail license.

4. In order to claim the promotion Benefits, Eligible Participants must follow these steps:

- 4.1. Complete the online promotion form on Incredibuild’s website or download and complete the promotion form from Incredibuild’s website (the “Form”);
- 4.2. Submit the Form and supporting documentation to the assigned Incredibuild Account Executive; and
- 4.3. Finalize a definitive, binding purchase order with the authorized Incredibuild Account Executive.

(collectively, the “Benefits”)

5. Approval process

All promotion opportunities will be routed to Incredibuild’s executive approval and will be viewed according to these Terms and Conditions, and Incredibuild’s policies.

6. Additional Terms and Conditions:

- 6.1. Incredibuild reserves the right to modify, extend or cancel this promotion at any time without notice beyond stated on the promotional landing page online at <https://www.incredibuild.com/lp/cost-savings>
- 6.2. The promotion is non-transferable and cannot be combined with any other offer or promotion presented to you by Incredibuild. Entities cannot use the promotion Benefits under other entities even if they are legally connected through corporate relations or other means.
- 6.3. Incredibuild reserves the right to deny any promotion application or claim that does not meet the Eligibility Criteria or provide sufficient supporting documentation or otherwise damages Incredibuild reputation or interests.
- 6.4. The Benefits provided herein will be excluded from Incredibuild standard Multiyear policy, and are considered a “one off” benefit for the first 12 months of engagement (unless otherwise signed off by Incredibuild in the final transaction documents).

7. Miscellaneous:

- 7.1. All participants must bear all expenses incurred by them in connection with participation in the promotion.
- 7.2. Participants submitting documents and/or information to receive the Benefits to Incredibuild are solely responsible for their authenticity and accuracy.
- 7.3. The invalidity of any provision of these Terms and Conditions will not affect the validity of any other provision. In the event that any provision of these Terms and Conditions is determined to be unenforceable, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid provision was not contained here. Incredibuild's failure to enforce any term of these Terms and Conditions will not constitute a waiver.
- 7.4. Headings are solely for convenience and will not be deemed to affect the meaning of this document.
- 7.5. By entering the promotion, you accept and agree to Incredibuild's Privacy Policy and License Agreement, and undertake to comply with any and all applicable federal, state, provincial and local laws, rules and regulations.
- 7.6. These Terms and Conditions and related materials may be translated into several languages. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotion-related materials, Privacy Policy or License Agreement and/or these Terms and Conditions in any language, the English version of these Terms and Conditions shall prevail, govern and control.
- 7.7. This promotion shall be governed by and construed under the laws of the State of Israel. The competent courts of Tel- Aviv, Israel shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this promotion.