<u>**License Agreement**</u>

This License Agreement (the "**Agreement**") is an agreement between the Customer and Lcontrol Ltd. ("**LC**"), regarding the customer's and/or the Authorized User's use of the Software (as defined below).

This Agreement, except for sections 4 and 5 herein, shall also apply to the Authorized User. If you are not an Authorized User (as defined below), you shall not be permitted to use the Software.

1. <u>**Definitions**</u>

   In addition to the definitions appearing elsewhere in this Agreement, the following terms shall have the following meanings:

   1.1. **"Ancillary Systems"** means hardware systems approved by LC to be used with the Software, and which are intended to interface with the Software, including Fire Detection control panels, BMS controllers, communication cards, electronic security equipment such as closed-circuit cameras, access control, temperature control, automatic parking and other systems that are intended to interact with the Software.

   1.2. **"Authorized User"** means any person authorized by the Customer to use the Software and/or the Services (including employees, suppliers, consultants of the Customer, or any other entity on behalf of the Customer).

   1.3. **"Content"** means all data and information in any format whatsoever (including text, images, and diagrams) existing and/or accumulated in the Software in connection with the Customer's and/or Authorized Users' use of the Services, including, but not limited to, information and data.

   1.4. **"Customer"** means the individual or legal entity that has entered into an agreement with LC to obtain the License.

   1.5. **"Documentation"** means the documentation that may be provided to the Customer by LC as part of the Services, which may include operating instructions for the Software, user guides, and instructional materials, but does not include source code.

   1.6. **"Framework Agreement"** means the agreement between LC and the Customer to which this Agreement is attached.

   1.7. **"Intellectual Property Rights"** mean all intellectual property, moral and/or industrial rights, currently known, or to be known in the future under any applicable law or by virtue of equity anywhere in the world, whether registered or unregistered, including but not limited to: (a) all forms of patents; (b) inventions, discoveries (whether patentable or not); (c) rights associated with works of authorship, including copyright and mask works; (d) trademarks and service marks, trade names, domain name registrations; (e) designs (whether registered or not), design rights; (f) database rights; (g) trade secrets and know-how; (h) all rights in confidential or proprietary information or related thereto; and with respect to any intellectual property included in sub-sections (a) to and including (h) above – any rights analogous to those mentioned herein; any derivative works or modifications thereof; and all applications, renewals, extensions, restorations, provisional applications, continuation applications, divisional applications, re-examinations, and reissues thereof, present or future; the right to apply for any of the foregoing; all sublicenses received from third parties; and all tangible embodiments thereof.

1.8. **"Services"** mean the services available to the Customer through the Software, including the ability to view data displayed in the Software, receive notifications related to the Software, activate fire detection, electronic systems, lighting, access control, temperature, automatic parking, and other services as developed by LC and provided to the Customer.

1.9. **"Software"** means Monitoring and Control Software for: electro mechanical systems (Building Management Systems - BMS), Security Equipment and fire detection systems called (at the date of this agreement) "Sniper" and / or Monitoring & Control software fo the fire detection control panels manufactured and/or marketed by LC, offered by LC as an Internet-based service known (at the date of this Agreement) as: Alerto+, SEE, and LC Backoffice service Software.

1.10. **"Support Services"** mean maintenance and technical support services for the Software, provided by LC and/or its representatives.

2. **License**

2.1. License. LC hereby grants to the Customer (and Authorized Users on its behalf) a limited, non-exclusive, non-perpetual, non-transferable, non-sublicensable, and non-assignable license, during the term of this Agreement, for the number of users specified in the Agreement, to: (a) use the Services; and (b) install one copy of the Software on the Customer's systems, solely for the internal business purposes of the Customer and subject to compliance with all the terms of this Agreement by the Customer and the Authorized Users (the "**License**").

2.2. LC may suspend or terminate the License in accordance with the terms of this Agreement.

2.3. By using the Software and/or the Services, the Authorized User agrees to comply with the terms of this Agreement. If the Authorized User does not agree to the terms of this Agreement, such Authorized User shall not be permitted to use the Software and/or the Services.

2.4. Open Source. The Software may include, as an integral part thereof, open-source code components provided to the Customer under the terms of the applicable open-source license or the copyright notice accompanying the open-source code (the "**Open Source License**"). The Customer and Authorized Users agree to comply with all terms of the Open Source License.

2.5. Authorized Use. The Customer and Authorized Users are permitted to use the Software solely subject to compliance with all the terms of this Agreement. For the avoidance of doubt, and without derogating from the above, that the Customer shall be fully liable for any breach of this Agreement by any of its Authorized Users.

3. **Prohibited Uses**

3.1. The Customer and Authorized Users are not permitted, and the Customer undertakes not to enable an Authorized User and/or any third party, in relation to the Software (including without limitation any part thereof or component therein):

3.1.1. To create any copies of the Software, including reproduction or distribution of the Software, modify, adapt, translate, decipher, decompile or reverse-engineer the Software, or in any other way decrypt the code of the Software or create

derivative works from the Software;

3.1.2. To sell, loan, rent, lease, sub-license, resell, distribute, or otherwise transfer the Software to any third party or use the Software in any manner not expressly permitted under this Agreement;

3.1.3. To remove or alter any patent numbers, trade names, copyright notices, trademark notices, serial numbers, labels, tags, or identifying marks, symbols, logos, or legends included and/or embedded in the Software;

3.1.4. To use the Software for any illegal activity, solicit illegal activity, and/or engage in any activity that infringes LC's and/or any third party's rights;

3.1.5. To use the Software for the purpose of attacking, probing, disrupting, penetrating, or examining the security level of any network, device, or other target of any third party;

3.1.6. To access or attempt to access areas in the Software that are not intended for the access of the Customer or Authorized User;

3.1.7. To overload the Software with requests or to overburden the Software or the server on which the Software operates in any other manner, disturb or harm the Software, computer systems, or other technical systems;

3.1.8. To limit or prevent other users from using the Software or benefiting from it;

3.1.9. To use the Software for sharing sensitive, confidential, or proprietary information;

3.1.10. To use the Software for any non-commercial purpose;

3.1.11. To use the Software in a manner contrary to the Documentation or not in the intended manner of use of the Software;

3.1.12. To use the Software in violation of any law; or

3.1.13. To encourage or assist anyone to use the Software for any of the prohibited uses specified above.

3.2. The Customer and Authorized User are aware that improper use of the Software and/or any part thereof may cause severe damage to the network and/or the devices of the Customer and/or the Authorized User. The Customer and/or the Authorized User are solely responsible and liable for all risks and damages related to any use or action taken by them in the Software and/or any part thereof, including (but not limited to) any use or action related to controlling or performing testing of the Ancillary Systems and the operation or disabling of alerts.

3.3. LC reserves the right to deny access, suspend, or terminate access to the Software and/or any part thereof and/or the Services, or any feature or part thereof at any time and for any reason, including for any violation of this Agreement by the Customer and/or Authorized User.

3.4. LC reserves the right, but is not obligated, to monitor compliance with the terms of this Agreement and may investigate and file legal claims against any case of prohibited use by the Customer and/or Authorized User.

4. **Support Services**

   LC will provide Support Services to the Customer in accordance with the support agreement to be executed between the parties.

5. **Consideration**

   In consideration of the License and the Support Services, LC shall be entitled to receive from the Customer the fees set forth in the specified in the agreement to be executed between the parties. Any violation by the Customer of the commitment to pay the consideration in full and on time shall constitute a fundamental breach of this Agreement.

6. **Warranty**

   6.1. The Software and Services are provided by LC on an "as-is" and "as available" basis. To the maximum extent permitted by law, LC does not provide any warranty or representation, whether in writing or orally, express or implied, in connection with the Software, including (a) with respect to the merchantability of the Software, its compatibility with the requirements of the Customer and/or Authorized User, its suitability for any purpose or use, property rights therein, its performance, reliability, accuracy, level of security, or non-infringement of the intellectual property rights of any third party, or that it will be continuously available, secure or free of errors; and/or (b) with respect to the results that can be achieved from the use of the Software or any conclusions derived from such use, and LC does not provide any representation with respect to the External Services and/or Customer's Equipment (as such terms are defined under Section 8.2 below); and/or (c) in connection with the compliance with the laws applicable to the Customer and/or Authorized User, which shall be solely the Customer's responsibility.

   6.2. Without derogating from the generality of the foregoing, LC does not represent or warrant that: (a) the operation of the Software will be accurate, continuous, and/or error-free; and does not guarantee that the Software will be continuously available to the Customer, for example, in the case of planned or unplanned suspension, whether by LC or by a third party, or due to other circumstances which are not reasonably within the control of LC; (b) the Software will operate on equipment and/or interfaces not expressly approved by LC; (c) the Software and/or any equipment and/or interfaces used for the Software will be secure or immune to intrusions and/or attacks; and/or (d) no disruptions and/or defects will occur while using the Content and/or data in connection with the Software; or (e) the telecommunication and internet infrastructures provided by telecommunication companies will be available.

7. **Control and Supervision**

   In order to ensure compliance with the terms of this Agreement, the terms of the License, and that the Software is used only by Authorized Users, LC shall be entitled (but not obligated) to monitor the use of the Customer and/or the Authorized Users of the Software, including by tracking the details of the devices attributed to the authorized devices of the Customer in which the Software is installed or with which it interfaces or connects, to ensure compliance with the terms of this Agreement. The Customer shall immediately notify LC of any case of unauthorized use of the Software that comes to its knowledge. LC may, at any time during the term of the License, and within one year from its termination, conduct an audit to review the use of the Software, subject to providing reasonable notice thereof, either by itself or by a third

party on its behalf. The Customer and Authorized User hereby agree to cooperate with LC in any such audit and allow LC immediate access to all information, equipment, and materials that LC may reasonably require for conducting such an audit.

8. **Limitation of Liability**

8.1. The use of the Software and Services is at the Customer's and the Authorized User's sole responsibility and risk. To the maximum extent permitted by law, LC and/or its employees, officers, and agents shall not be liable for any: (a) special, indirect, incidental, consequential and/or punitive damages; (b) loss and/or damage to the Content and/or other data, loss of business opportunities, loss of revenue, loss of profits, loss of goodwill, or loss of ability to use; (c) any damage resulting from the use of the Software beyond this Agreement and/or the License and/or any action taken by the Customer and/or Authorized User through the Software; (d) non-storage, incorrect delivery, or certain delivery of information through the Software; (e) costs associated with the purchase of alternative products or services; (f) suspension of the Ancillary Systems or other systems, operation and/or shutdown of alarm and alert systems or other connected systems; (g) damage resulting from the download of Content or access to Content through the Software, bodily injury or death and/or damage to property, or damage arising from communication failures, Software malfunctions, electrical malfunctions, or malfunctions in any other equipment; (h) any claims whatsoever by any third party against the Customer and/or the Authorized User arising from this Agreement and/or the License and/or the Software or otherwise related thereto; and/or (i) any information provided (to the extent provided) to the Customer orally or in writing, including advice given by LC to the Customer and/or Authorized User in connection with the Software and/or Services.

8.2. Without prejudice to the above, the full responsibility with respect to the accuracy, operation, monitoring, and maintenance of (1) the Ancillary Systems, and/or (2) any equipment, external means, and/or accessories that are not part of the Software, including, but not limited to, the systems on which the Software is installed, all services, devices, and equipment required for connection, access, or any other use of the Software, including but not limited to modems, hardware, servers, software, operating systems, internet and network servers and/or any other equipment or services that are not part of the Software (hereinafter: "**Customer's Equipment**"), including all external means and services that are not part of the Software and are not, in any manner, under LC's control and/or responsibility, including (without limitation), electricity network, the availability of internet services, the availability of the cellular network or the availability of Wi-Fi networks or other communication networks (the "**External Services**"), shall vest with the Customer and the Authorized User, and LC shall have no responsibility whatsoever with respect thereto. The Customer and the Authorized User acknowledge that the operation, use, and availability of the Software depend on the Customer's Equipment and External Services, and LC shall not be liable for any of the above. It is clarified that the software is solely intended as a tool designed to assist the Customer in monitoring and managing the Ancillary Systems, and under no circumstances does it serve as a substitute for the need for thorough testing and monitoring of the Ancillary Systems and/or any Customer's Equipment and/or External Services through means other than the Software and/or Services, and the examinations thereof using all required means to ensure their validity and compliance with laws, regulations, and manufacturer specifications, with respect to which it Is hereby clarified

that they are not, in any case, under the control of and/or responsible for LC.

8.3.   The Customer and the Authorized User acknowledge that LC cannot guarantee and shall not be responsible for the information security and/or cyber protection of the Customer's Equipment and/or External Services and/or other means through which the Customer and/or the Authorized User connects to the Software and/or which the Customer and/or the Authorized User wishes to monitor, control, configure and/or operate using the Software. Without limiting the generality of the foregoing, LC shall not be liable for any damage and/or claim and/or demand in connection with cyber-attacks, malicious code, viruses, Trojan horses, etc. and/or their effect on the Software, the information contained therein and/or the notifications provided using the Software and will not bear any responsibility in relation to faults originating in the Customer.

8.4.   Subject to the provisions of Section 8.1-8.3 above, LC's aggregate liability (in respect of all cases cumulatively and not in respect of each case separately, towards the Customer and all of the Authorized Users collectively) in connection with this Agreement and the License shall be limited to the consideration paid by the Customer to LC for the License in the twelve (12) months preceding the last event for which LC's liability arises.

8.5.   LC shall not be liable for any personal injury, bodily harm, damage to property, or any other loss or damage based on a claim of a Software malfunction or any other claim related to the Software. Without prejudice, it is hereby clarified that the Customer is solely responsible for the proper operation and monitoring of the systems installed at the Customer's premises (including any equipment and external means that are not part of the Software) and for compliance with all relevant regulatory instructions.

8.6.   The Customer shall indemnify and hold LC and/or its representatives harmless for any damage or loss caused to it, including attorney's fees and legal expenses, caused by any act or omission of the Customer and/or the Authorized User and/or any third party on their behalf and/or any claim or demand made by any third party against LC in connection with this Agreement and/or the License.

9.   **Ownership and Intellectual Property**

9.1.   The Customer's and/or the Authorized User's rights in relation to the Software are limited to the rights expressly granted under the License. The Software, including all copyrights, trademarks, patents, and any other Intellectual Property Rights arising therefrom, is the exclusive property of LC and/or its licensors. The Customer shall not remove, alter, or obscure any copyrights, trademarks, or any other Intellectual Property Rights displayed in the Software interface.

9.2.   Nothing in the grant of the License, as contemplated under this Agreement, shall entitle the Customer any proprietary or other rights in the Software, other than the rights expressly granted under the License.

9.3.   The Customer and the Authorized User acknowledge and agree that by sending any proposal, comment, or feedback regarding the Software and/or the Services (the "**Feedback**") to LC, the Feedback becomes the exclusive property of LC, and the Customer and/or the Authorized User hereby irrevocably assigns any rights, including proprietary rights, in the Feedback and waives all moral rights that may exist in the Feedback. LC shall be entitled to use (or choose not to use) such Feedback for any

purpose, without providing the Authorized User and/or the Customer any compensation and without any obligation to the Customer and/or the Authorized User or any interest in any product or service of LC based on such Feedback. The Customer and the Authorized User hereby irrevocably waive any rights, including ownership and interests, in any Feedback as described above and assign them to LC.

9.4. LC shall be entitled to use aggregated and/or statistical information based on the Content for LC's purposes, including research, monitoring, and supervision of the Software and/or the Services, improvement and development of the Software and/or the Services, etc., in an unlimited and irrevocable manner and without any entitlement to any remuneration.

10. <u>Confidentiality</u>

10.1. For the purposes of this Agreement, "**Confidential Information**" shall mean commercial, business, financial, economic, or any other information relating to the activities of a party to this Agreement (or of a company under its control), including information relating to its business, assets, employees, advisors, customers, suppliers, plans, managed projects and its procedures.

10.2. Each party undertakes to keep confidential and not to disclose and/or transfer to any third-party confidential information to the other party. Similarly, each party receiving confidential information from the other party agrees to use the Confidential Information only within the framework and for the purposes of this Agreement. Notwithstanding the foregoing in Section 10.2 above, the provisions of this Section shall not apply to information that: (a) is publicly available or becomes public knowledge; (b) is lawfully received by the receiving party from a third party (without any breach of confidentiality); (c) was already in possession of the receiving party prior to its disclosure by the disclosing party; and/or (d) is independently developed by the receiving party without reliance on the other party's Confidential Information.

10.3. Notwithstanding the provisions of Section 10, in the event of a demand made by a judicial or other authorized and/or in the event that other legal obligation is imposed to provide Confidential Information as described, each party shall be entitled to disclose the Confidential Information, only to the extent required by such judicial or other authorized authority, and to the extent permitted under applicable law – provided that the disclosing party shall inform the other party of the request and the information disclosed and make reasonable efforts to minimize the demand for the disclosure of Confidential Information and to maintain the confidentiality of the information.

10.4. The obligations of the parties under this Section shall not be limited in time and shall continue to be in effect even after the termination of this Agreement for any reason whatsoever.

11. <u>Changes</u>

The Software may undergo changes from time to time (e.g., LC may update the Software, increase or decrease server capacity, or change the user interface) and/or LC may cease providing the Software in its entirety or any feature thereof (permanently or temporarily) without prior notice.

12. **Term and Termination**

   12.1. The term of the License begins on the earliest date on which the Customer or Authorized User was allowed to use the Software or any part thereof or on any other date agreed upon in writing between the parties and until the cancellation or termination of the License.

   12.2. Either LC or the Customer may terminate this Agreement by giving prior written notice of thirty (30) days to the other party, and the License will be terminated within thirty (30) days from the date of delivery of the notice as stated above.

   12.3. Without derogating from any authority granted by law, LC shall be entitled to immediately terminate the License and/or suspend the right to use the Software and/or block the ability to use the Software at its sole discretion in any of the following cases: (a) violation by the Customer and/or Authorized User of the terms of this Agreement that is not remedied within a period of seven (7) days from the date LC notified the Customer of such violation (provided that no prior notice shall be required in cases where the violation cannot be remedied); (b) failure of the Customer, for any reason, to make any payment under this Agreement and/or under the Framework Agreement when due, which was not remedied within seven (7) days from the date on which the Customer was notified of the default as stated above; (c) any other violation of the Framework Agreement that was not remedied within a period of seven (7) days from the date LC notified the Customer of such violation (provided that no prior notice shall be required in cases where the violation cannot be remedied); and/or (d) the Customer becomes insolvent, ceases to do business as a going concern, makes an assignment for the benefit of its creditors, or admits in writing its inability to pay debts, or if proceedings are instituted by or against it under any bankruptcy or insolvency laws, or for receivership, administration, winding-up or dissolution or an analogues event to any of the foregoing, provided that such proceedings were not dismissed within sixty (60) days from their initiation.

   12.4. Upon cancellation or termination of the License for any reason, the Customer's and all Authorized Users' right to use the Software shall immediately terminate, and the Customer shall immediately delete the Software from any computer and/or device on which it is installed by the Customer and/or on its behalf, and the access of the Customer and Authorized Users to the Software shall be blocked.

   12.5. Sections 5-10, 12.4, 12.5, 13 and 14 shall survive the termination or cancellation of this Agreement.

13. **Governing Law and Dispute Resolution**

   13.1. Any dispute arising in any matter whatsoever from or in connection with this Agreement and/or the License and/or related thereto, including with respect to its interpretation, performance, breach, or termination, shall be governed exclusively by the laws of the State of Israel, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction

   13.2. The parties hereby agree, explicitly and irrevocably, that the courts in Tel Aviv-Jaffa shall have exclusive jurisdiction over any dispute, and such choice of forum shall be exclusive, without prejudice to any other court's jurisdiction.

   13.3. Without derogating from the generality of the foregoing, in the event of an infringement

by the Customer and/or Authorized User and/or on their behalf of LC's Intellectual Property Rights, LC shall have the right to initiate legal proceedings in that jurisdiction for the purpose of obtaining injunctive relief to prevent such infringement – and in such case, the local courts in that jurisdiction shall have jurisdiction, and the law of the jurisdiction in which such proceedings are conducted shall apply in connection therewith.

14. **Miscellaneous**

14.1. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

14.2. The words "include" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation".

14.3. This Agreement and the documents referred to herein constitute together the entire agreement among the parties and no party shall be liable or bound to any other party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

14.4. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the remainder of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms as permitted by applicable law.

14.5. No waiver of any right under this Agreement shall be effective unless made in writing and signed by an authorized representative of the party alleged to have made the waiver, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

14.6. Nothing contained in this Agreement shall be construed as creating any partnership, joint venture, agency relationship, employer-employee relationship, or similar relationships, nor shall it confer upon any party any right, authority, or permission, explicit or implied, to bind or obligate the other party in any manner whatsoever.

14.7. Any provision in this Agreement according to which LC is entitled and/or has the right to perform any action, shall not derogate from any of its other rights and/or remedies.

14.8. Notices may be sent: by registered mail to the registered office of LC or the Customer (as applicable) if confirmation of delivery is required, or by email, as detailed below: (a) if to LC – by email to info@Telefire.com; (b) if to the Customer – to the address provided by the Customer at the date of the engagement with LC and/or any other email address provided by the Customer to LC in writing. Email notices will be deemed delivered at the moment of its receipt, unless the email was received not on a business day, in which case, the notice will be deemed to have been delivered to the other party on the next business day following its receipt.

14.9. The Customer and/or Authorized User shall not be permitted to assign or otherwise transfer the License and/or any of its rights or obligations under this Agreement, in whole or in part, to any third party without the prior written consent of LC. Any assignment or transfer made without the prior written consent of LC shall be deemed null and void. LC is entitled to assign and/or transfer the License and/or any of its rights or obligations under this Agreement, in whole or in part, to an affiliated entity or – as

part of a reorganization, change of control, or merger – to a third party that contracts with LC or with its affiliate, without the need for the consent of the Customer and/or Authorized User.

14.10. This Agreement does not create any obligation on the part of any party towards any third party, nor shall it be deemed to create any rights or causes of action for any third party.

*   *   *