

Telefire Connect - Terms of Use

These Terms of Use agreement (hereinafter, the “**Terms of Use**”) is made by and between Customer, Authorized User (as these terms defined hereinbelow), and Telefire Ltd. (hereinafter, “**Telefire**”), in connection with the use by Customer and/or Authorized User of the Application and/or the Software (as such terms are defined hereinbelow).

If you are not an Authorized User, you are not permitted to download the Application or access and/or make use of the Application, the Software or other components of the System.

1. Definitions

In addition to definitions appearing elsewhere in these Terms of Use, the following terms shall have the meanings as set forth below:

- 1.1 “**Ancillary Systems**” – means, fire detection systems developed and/or marketed by Telefire, and/or hardware systems that were approved by Telefire for use with the System, that are intended to interface with the System, including controllers, network interface controllers, and additional systems designed to integrate with the System.
- 1.2 “**Authorized User**” – means, a person authorized by the Customer to use the System and/or Services.
- 1.3 “**Application**” – means, Telefire Connect and its associated applications, including but not limited to (i) Alerto Plus, a mobile application that enables, through smartphones or tablets, to perform actions in relation to the System, including, access to data, command and control, receiving notifications and controlling them. (ii) Telefire BackOffice, a web-based application that enables to perform actions in relation to the System, including, access to data, command and control, receiving notifications and controlling them, managing users. (iii) See, Command and Control application that enables to perform actions in relation to the System, including, access to data, command and control, receiving notifications and controlling them, as well as providing real-time visual means for System monitoring. Those Applications are available only if the Customer additionally ordered Telefire's Cloud Services. The Applications are not available in case of on-premise installation of the System.
- 1.4 “**Content**” – means, all the data and information, in any format whatsoever (including text, images and drawings), existing and accumulated in the System, in connection with the Services and/or use by Customer and/or Authorized Users of the Services, including but not limited to all related information and data as well as any information and data derived from the aforesaid.
- 1.5 “**Customer**” – means, the individual or legal entity which is a party to the Services Agreement with Telefire.

- 1.6 “**Documentation**” – means, documentation that may be provided to the Customer by Telefire as part of the Services, which may include an operating instructions manual for the System, user guides and training materials, however, excluding source code.
- 1.7 “**Intellectual Property**” means, all intellectual property rights, including – copyrights and/or patent and/or trade secret and/or design and/or any other intellectual property right , anywhere in the world granted or pending, registered or unregistered, including (a) all forms of patents; (b) inventions, discoveries (whether eligible of being registered as a patent or not); (c) rights relating to creations, including copyrights and rights in integrated circuits; (d) trademarks and service marks, trade names, domain names; (e) designs (whether eligible of being registered or not), rights in a design; (f) rights in databases; (g) trade secrets and proprietary know-how; (h) all rights in confidential or proprietary information or in connection therewith; and in relation to all intellectual property as set forth in sub-sections (a) - (g) above – all rights parallel to the forementioned rights; any derivative creation and/or any improvement or modification therein; and all applications, renewals, extensions, reconstructions, preliminary applications, continuance applications, partial continuance applications, applications for division and splitting, reexamination and regranting of the foregoing in the present or future; the right to file an application for any of the foregoing; any licensing rights in connection with the aforesaid received from third parties; and, any tangible expression of the aforesaid.
- 1.8 “**Services**” – means, the services available to the Authorized User via the System, including the ability to access to the System’s data and receive notifications in connection with the System, all subject to provisions of these Terms of Use.
- 1.9 “**Services Agreement**” – means, the cloud based Systems Services Agreement between Customer and Telefire, and in the absence thereof, order form(s) and/or contract(s) approved by Telefire in connection with the order of the License pertaining to the use by Customer of the System.
- 1.10 “**Software**” – means, software for command and control of fire detection systems produced and/or marketed by Telefire and/or with other command and control systems connected to the System, and which is offered by Telefire as an internet based service.
- 1.11 “**System**” – means, the Telefire Connect system for command and control of fire detection systems developed and/or marketed by Telefire and/or of other command and control systems that are connected to such system with Telefire’s prior approval, and for the receipt of notifications in connection therewith. The System includes the Software and the Application, together with additional ancillary interfaces and applications, offered by Telefire as software as an internet-based service, and the accompanying Documentation thereto (if any).

2. License

- 2.1 The License. Telefire hereby grants the Authorized User, a personal, limited, revocable, non-transferrable, non-exclusive and non-sublicensable license: (a) to use Services; and (b) to install a single copy of the Application on a smartphone and/or tablet that meets the minimum requirements appearing on the Application page on the respective application store (hereinafter, the “**Authorized Device**”); in the case of both (a) and (b) above – solely for the Customer’s internal business purposes and subject to the terms and conditions of these Terms of Use by the Customer and the Authorized Users, and subject to the terms and the conditions of the Services Agreement (hereinafter, the “**License**”).
- 2.2 Telefire may suspend or cancel the License as stipulated in these Terms of Use.
- 2.3 It is clarified that, **by downloading and using the Application, the Software and/or any other components of the System, the Authorized User expresses its agreement to comply with the terms of these Terms of Use**. To the extent that the Authorized User does not agree with the terms of these Terms of Use, then he/she is not permitted to use the Services, and he/she must delete any copy of the Application in its possession.
- 2.4 Open source code. The System may contain, as an inseparable part thereof, open source code components provided to Customer according to the terms of the license agreement of said open source code, or copyright notification accompanying the open source code as aforesaid (hereinafter, the “**Open Source Code License Agreement**”). Customer and Authorized Users agree to comply with all the terms of any Open Source Code License Agreements. The list of open source code components and the licenses applicable thereto, as updated by Telefire from time to time, may be found on the following web page: <https://telefire.co.il/%D7%A1%D7%A4%D7%A8%D7%99%D7%95%D7%AA-%D7%90%D7%A4%D7%9C%D7%99%D7%A7%D7%A6%D7%99%D7%94-%D7%91%D7%A9%D7%99%D7%9E%D7%95%D7%A9/>
- 2.5 Authorized Use. Customer and Authorized Users on its behalf, are permitted to use the System solely subject to full compliance with all the terms of these Terms of Use. It is clarified, without derogating from the foregoing, that Customer is liable for any breach of these Terms of Use by any of the Authorized Users.

3. Prohibited Uses

- 3.1 Customer and Authorized User are prohibited, and Customer undertakes not to allow any Authorized User and/or a third party, in relation to the System (including any part or component thereof):

- 3.1.1 to make any copies of the System, including any duplication or distribution of the System, to modify, adapt, translate, decrypt, decompile, disassemble or reverse-engineer the System, or in any other manner decode the System or create derivative works based on the System;
 - 3.1.2 to sell, loan, lend, rent, let, borrow, lease, grant a sub-license, resell, distribute or otherwise transfer the System to any third party or, to use the System in any manner not expressly allowed according to these Terms of Use;
 - 3.1.3 to remove or alter patent numbers, trade names, copyright notices, trademark notices, serial numbers, labels, tags or identifying marks, symbols or legends included and/or otherwise embedded in the System;
 - 3.1.4 to use the System to conduct illegal activity that infringes upon the rights of Telefire and/or of any third party;
 - 3.1.5 to use the System for attacking, investigating, disrupting, penetrating, or examining the security level of a network, device or any other target of any third party;
 - 3.1.6 to access or attempt to obtain access to parts of the System that are not intended to be accessed by an Authorized User.
 - 3.1.7 to “flood” the System with applications or perform any activity (including DDoS attacks) that may burden or overload the System or the server used by the System in any other manner, disrupt or jeopardize the System, the computing systems or other technical systems;
 - 3.1.8 to perform any action that may restrict or prevent other users from using the System;
 - 3.1.9 to use the System for sharing and/or disclosing any sensitive, confidential or proprietary information;
 - 3.1.10 to use the System in any manner inconsistent with any applicable law; or
 - 3.1.11 to encourage or solicit any person or, assist any person in using the System in any manner prohibited as set forth above.
- 3.2 Customer and Authorized User acknowledge, that any prohibited use of the System and/or any part thereof (as set out in this Section 3) may cause severe damage to Customer’s and/or Authorized User’s network and/or devices.

Customer and/or Authorized User are solely responsible for all risks and/or damages arising out from any prohibited use or action thereby in the System and/or any part thereof, including (but not limited to) in connection with carrying out control or inspection detectors and hubs and enabling or disabling notifications.

- 3.3 Telefire has the right to revoke, suspend and/or terminate access to the System and/or to any part thereof, and/or to the Services, or to any other feature or any part thereof, at any time and for any reason, including due to any breach of these Terms of Use by the Customer and/or the Authorized User.
- 3.4 Telefire reserves the right, but is not obligated, to supervise compliance with these Terms of Use and, it shall be entitled to investigate and file legal claims in any instance of prohibited use and/or involve and/or share information with law enforcement authorities in the prosecution of Authorized Users that breach these Terms of Use.

4. The Account

- 4.1 Any access to, and use of specific features of the System, is subject to obtaining suitable authorization and the creation of a user account (hereinafter, the “**Account**”). By creating an Account, the Authorized User and Customer affirm that the Authorized User is an adult, legally competent to enter into a legally binding contract and, is not prohibited from receiving Services subject to any applicable laws.
- 4.2 Each Account is intended for a named Authorized User and is not subject to sharing or usage by more than a single Authorized User per Account.
- 4.3 When creating the Account, the Authorized User and/or Customer may be required to provide some personal details in connection with the Authorized User and to choose a username. With the creation of the Account, the Authorized User shall be provided with an initial password, and he/she are required to immediately change it upon receipt thereof. Every Authorized User and/or Customer (as the case may be) undertakes, that the details provided when creating the Account are accurate, up-to-date and complete. Telefire reserves the right to suspend or terminate an Account if any detail provided by an Authorized User in the registration process or thereafter is found to be false, misleading or inaccurate.
- 4.4 The username and password to the System are intended solely for the Authorized User to which they were issued. It is hereby clarified that it is strictly prohibited to use a username and/or password by a person who is not the Authorized User to which these have been issued. The Authorized User must save the username and password in a secure and confidential manner at all times, and avoid disclosing and/or sharing them with others. The Customer and Authorized User must immediately inform Telefire in any event of a loss or theft of the password of any of the Authorized Users, and in any event of their exposure to an unauthorized

third party. Customer bears responsibility and liability for all activities taking place in the Account (as defined above).

5. Warranty

5.1 The System and Services are being provided by Telefire on an ‘as-is’ and ‘as available’ basis. To the fullest extent permitted by law, Telefire makes no warranties and/or make any representation of any kind in connection with the System, whether in writing or orally, statutory, express or implied, including: (a) in connection with the merchantability of the System, meeting the requirements of the Customer and/or Authorized User, its fitness to a specific purpose or use, Intellectual Property therein, its performance, credibility, precision, level of security, that it does not breach the Intellectual Property Rights of any third party, or that it shall be available continuously, securely or free from mistakes; and/or (b) in connection with any results that may be obtained from using the System or any conclusions derived from any such usage, nor does Telefire grant any warranty or representation in relation to External Services and/or as to Customer’s Equipment as such terms are defined in Section 7.2 hereinbelow; and/or in connection with the compliance with any law applicable to the Customer and/or the Authorized User, and these shall be the sole responsibility of the Customer.

5.2 Without derogating from the aforesaid in Section 5.1 above, Telefire does not represent nor warrants that: (a) the System operation will be accurate, continuous and/or without flaws; nor does it undertake that the System will be available to the Customer at all times, e.g., in the event of a planned or unplanned shut-down performed by Telefire or by a third party, or under other circumstances outside the reasonable control of Telefire. Without derogating from the foregoing, Telefire shall take reasonable measures to inform the Customer in advance of any planned shut-down of the System; (b) the System will operate on equipment and/or interfaces not explicitly approved by Telefire; (c) the System and/or any equipment and/or any interfaces used by the System will be secure and/or immune against penetration and/or attacks; and/or (d) there will not occur interruptions and/or flaws in the use of the Content and/or data in connection with the System.

6. Control and Audit

In order to ensure the compliance of these Terms of Use, the Services Agreement and the terms of the License by Customer and Authorizes Users, and to ensure that any use of the System is made by Authorized Users only, Telefire shall be entitled (but not obligated) to supervise and/or inspect the Customer and/or the Authorized User use of the System, including by tracking all existing data and Content on Customer's Authorized Devices on which the Application is installed. Customer shall immediately notify Telefire of any unauthorized use of the System that it becomes aware of. Telefire may, at any time during the term of the License and until one year from the expiration thereof, upon reasonable notice, audit Customer and Authorizes Users use of the System. Telefire may retain the services of any third party to assist it in conducting such audit. Customer and Authorized User hereby agree to cooperate with Telefire in any such audit, and allow Telefire

immediate access to all Authorized Devices, information, equipment and materials reasonably requested by Telefire for the purpose of conducting such audit.

7. Limitation of Liability

7.1 Any use of the System and/or Services is in the sole responsibility of the Customer and/or the Authorized User. To the extent permitted by law, in no event shall Telefire and/or any of its office holders, employees and agents be liable for: (a) any special, indirect, incidental, consequential and/or punitive damages; (b) any loss and/or damage to the Content and/or other data, loss of business opportunities, loss of revenue, loss of profits, loss of reputation or loss of the ability to use; (c) any damage arising from usage of the System in deviation from these Terms of Use and/or the License and/or any action performed by the Customer and/or Authorized User through the System; (d) failure to store, mistaken delivery or specific provision of information through the System; (e) costs due to purchasing replacement products or services; (f) any shut-down and/or downtime of the Ancillary Systems or other systems, the operation and/or switching off of notifications and/or alarm systems or other Ancillary Systems; (g) damage arising from the downloading of Content and/or accessing the same, death, physical injury and/or damage to property or damage arising from a communications failure, electrical system failures or failures in any other equipment; and/or (h) any third party claims towards the Customer that arise from these Terms of Use and/or the License and/or the System or which are in any way related thereto; and/or (i) any information delivered (if delivered) to the Customer orally or in writing, including consultation provided by Telefire in connection with the System and/or the Services.

7.2 Without derogating from the foregoing, Telefire is not liable, and Customer and Authorized User shall be exclusively liable, on all that relates to the intactness, operation, monitoring and maintenance of (1) the Ancillary Systems; and/or (2) all equipment, external and/or ancillary measures which are not part of the System, including but not limited to, all services, devices and measures required to connect, access or make any other use of the System, including – modems, hardware, cellular device and/or tablet (in connection with the Application), servers, software, operating systems, internet and network servers and/or any equipment or other services which are not part of the System (hereinafter, “**Customer’s Equipment**”), and including, all means and external services that are not part of the System and are under no circumstances under the control and/or the responsibility of Telefire, including but not limited to, the electricity grid, availability of internet services, availability of cellular networks or availability of Wi-Fi networks (hereinafter, the “**External Services**”). Customer and Authorized User acknowledge that the activity of the System, the use thereof and its availability are dependent on Customer’s Equipment and the External Services, and Telefire is no way liable in connection with the aforesaid. Telefire does not warrant that the Application will operate on any cellular device and/or tablet. It is clarified that, the System constitutes an auxiliary tool only intended to assist Customer in the command and control over the Ancillary Systems, and it in no

way constitutes a substitute for the need to continually inspect and monitor the Ancillary Systems and/or all of Customer's Equipment and/or the External Services with the use of measures that are not the System and/or the Services, and to have them inspected through any means necessary in order to ensure their intactness and compliance with provisions of any law, regulation and manufacturer's settings, which are in no circumstances under the control and/or responsibility of Telefire.

- 7.3 Customer and Authorized User acknowledge, that Telefire cannot ensure, nor will it be responsible for, the data security and/or cybersecurity of Customer's and/or Authorized User's Equipment and/or the External Services and/or other services or means through which the Customer and/or the Authorized User connect to the System and/or which they seek to monitor, inspect, define, control and/or operate through the System. Without derogating from the generality of the foregoing, Telefire shall not be liable for any damage and/or claim and/or demand and/or suit in connection with a cyber-attack, malicious code, viruses, trojan horses etc., and/or their impact on the System, the information existing on the System and/or notifications issued through the System.
- 7.4 Subject to the provisions of Sections 7.1-7.3 above, the cumulative maximum liability (for all events combined and not to each individual instance, towards the Customer and all Authorized Users together) of Telefire in connection with these Terms of Use and the License shall be limited to a total amount of NIS 500.
- 7.5 Customer and Authorized User acknowledge that the liability limitations and exclusions set out herein in relation to damages and liability are reasonable. Customer and Authorized User acknowledge that the allocation of risk described in this Section 7 forms a fundamental condition for the engagement between the parties and the grant of the License, and that in the absence thereof, the consideration collected from Customer would have been significantly higher.
- 7.6 Telefire shall not be liable for any bodily injury, death, damage to property or any other damage or loss based on a claim of a System failure or any other claim related to the System. Telefire does not undertake that the System will be compatible with all devices. Without derogating from the foregoing, it is clarified that Customer is exclusively responsible for the intactness, operation and monitoring of the Systems installed with the Customer (including any equipment and external means that are not part of the System) and including compliance with all relevant regulatory provisions.
- 7.7 Customer and/or Authorized User shall have no claim, suit or demand against Telefire in connection with the aforesaid in this Section 7, including in relation to the type of Services provided to the Customer and/or the Authorized User through the Application, such as - the Content, the services limitations, capabilities, and fitness for a specific purpose.

8. Ownership and Intellectual Property

- 8.1 Customer's and/or Authorized User's rights in relation to the System are limited to the rights explicitly granted in Section 2 above alone. The System, including all copyrights, trademarks, patents and all other Intellectual Property Rights arising therefrom, are the sole property of Telefire and its assignees. Copyrights, trademarks or other proprietary rights presented in the System may not be removed, altered or concealed. The System is protected by law, including (but without derogating from the generality of the above), copyright laws of the State of Israel and other countries.
- 8.2 Customer and Authorized User acknowledge and agree, that upon the sending to Telefire of a proposition, note or any feedback pertaining to the System and/or the Services (hereinafter, the "**Feedback**") by the Authorized User (including on behalf of the Customer), such Feedback shall become the sole property of Telefire. Customer and/or Authorized User agree, and hereby permanently assign to Telefire, the ownership rights and any other right in the Feedback and waive any moral rights they may have thereto. Telefire shall be entitled, in its sole discretion, to make any use (or elect not to use) of the Feedback, for any purpose, without providing the Customer and/or the Authorized User any consideration and, without the Costumer and/or the Authorized User having any right or interest whatsoever in any product or service of Telefire which is based on such Feedback. Customer and Authorized User hereby permanently assign to Telefire all proprietary rights and any other rights as may be, in such Feedback.
- 8.3 Telefire shall be entitled to use aggregative and/or statistical information based on the Content for Telefire's purposes, including for research, supervision and control over the System and/or the Services, improvement and development of the System and/or the Services etc., in an unlimited and irrevocable manner and with no obligation to pay royalties or any other payment whatsoever. It is hereby clarified that, Telefire shall not disclose confidential information of Customer to a third party, as detailed in the Services Agreement.

9. Updates and Upgrades

Telefire may, from time to time, make updates and/or upgrades available for installation (e.g., Telefire may send updates to the Authorized Device, increase or decrease server capacity or change the user interface), and/or Telefire may cease providing the System or any feature thereof (permanently or temporarily) without advance notice.

10. Term and Termination

- 10.1 The term of the License shall commence on the Effective Date, as set out in the Services Agreement (and to the extent no such date is set out in the Services Agreement – then on the first date on which the Authorized User was first able to use the System or any part thereof), and shall end upon the termination or expiration of the License.

- 10.2 The term of these Terms of Use begins on the date Customer and/or the Authorized User (as the case may be) accepted these Terms of Use and shall end upon the earlier of: (a) the termination or expiration of the License or these Terms of Use or in case of a later agreement which replaces these Terms of Use (subject to the provisions of these Terms of Use). It is clarified that, to the extent Customer and/or Authorized User were subject to a previous version of terms of use under which Telefire was entitled to make changes to the terms of use, then Customer's and/or Authorized User's approval will not be required to the changes and/or amendments made as aforesaid, and these Terms of Use shall apply from the date of Telefire giving notice of the coming into effect of these Terms of Use.
- 10.3 Telefire shall have the right to immediately revoke the License and/or suspend the right to use the System and/or block access to the System, in its sole discretion, in each of the following instances: (a) any breach of these Terms of Use by Customer and/or Authorized User which had not been cured within seven (7) days from the date on which Telefire gave notice to Customer of such breach (however, no advance notice shall be required in case of a breach that cannot be cured); (b) any breach by Customer of the Services Agreement which had not been cured within seven (7) days after receipt of written notice by Customer of such breach; and/or (c) any event under which Telefire has a right to terminate the Services Agreement.
- 10.4 Upon the expiration or termination for any reason of the License, Customer's and Authorized Users shall immediately cease all use of and access to the System. Upon termination or expiration of the License, Telefire shall have the right to block any access by Customer and Authorized Users to the System.
- 10.5 The provisions of Sections 7, 8, 10.4, 10.5, 11 and 12 shall survive the termination of these Terms of Use and remain in effect.

11. Governing Law and Dispute Resolution

- 11.1 Any dispute arising on any matter stemming from these Terms of Use and/or the License and/or related thereto, including pertaining to the interpretation thereof, its performance, breach or termination, shall be exclusively subject to the laws of the State of Israel without regard to conflict of law principles and both parties agree to submit to the jurisdiction of the courts in the Tel Aviv District.
- 11.2 Without derogating from the generality of the foregoing, in case of infringement of any of Telefire's Intellectual Property Rights by Customer and/or Authorized User and/or any third party on their behalf, Telefire shall be entitled to initiate legal proceedings before any component court anywhere in the world where such infringement takes place in order to seek injunctive relief – in which case *lex fori* shall apply to such proceedings (rather than the law governing this Agreement).

12. Miscellaneous

- 12.1 Headers and titles in these Terms of Use are for convenience only, they have no, nor shall they be attributed, any weight in the interpretation of these Terms of Use.
- 12.2 The word “including” is not intended to narrow the scope and its meaning shall be “including without limitation”.
- 12.3 These Terms of Use reflect the full and complete understanding between the parties with reference to the subject matters contained in these Terms of Use, and they supersede any prior understandings, agreements or representations on such matters.
- 12.4 Should any provision of these Terms of Use be ruled by a court of competent jurisdiction as being invalid or unenforceable, then such provision shall be interpreted, limited, amended or removed to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the remaining provisions of these Terms of Use shall remain in full force and effect.
- 12.5 No waiver of any right under these Terms of Use shall be valid unless made in writing and signed by an authorized signatory of the party to be bound thereby. No waiver of a previous or present right resulting from a breach or failure to meet any of the obligations of these Terms of Use shall be construed or deemed as a waiver of any future right.
- 12.6 Nothing in these Terms of Use shall be interpreted as creating any partnership, joint venture, agency relationship, employer-employee relationship or any similar relationship, nor shall it vest in any of the parties a right, power or explicit or implicit authority to bind or in any other way create any obligation or liability towards the other party.
- 12.7 Anywhere in these Terms of Use stipulating Telefire is entitled and/or has the right to perform any action, does not derogate from any of its other rights and/or remedies.
- 12.8 Notices of termination shall be delivered via registered post with confirmation of delivery, to Telefire’s or Customer’s registered address (as the case may be), and they shall be considered delivered to the other party upon receipt of such confirmation of delivery. Other notices may be sent: if to Telefire – via email to info@Telefire.com, if to Customer and/or Authorized User – (a) via email to the email address specified in the Services Agreement and/or to any other email address Customer provided to Telefire in writing; or (b) via the user interface on the Application. Notices sent via email and/or the user interface on the Application shall be deemed delivered with their receipt unless received on a day which is not a business day in Israel, in which event, the notice shall be deemed received by the other party on the next business day thereafter.
- 12.9 Customer and/or Authorized User may not assign or otherwise transfer the License and/or any of their rights or obligations under these Terms of Use, in whole or in

part, to any third party, without the prior written consent of Telefire, and any assignment or transfer made without such consent by Telefire shall be void and null. Telefire shall be entitled to assign and/or otherwise transfer the License and/or any of its rights and/or obligations under these Terms of Use, in whole or in part, to an affiliated entity or - in the scope of a reorganization, change of structure, change of control and/or merger - to a third party entering into the transaction as aforesaid with Telefire or its affiliated entity, the foregoing, without need to obtain the consent or approval of Customer and/or the Authorized End User.

12.10 Telefire may update these Terms of Use to the extent such update does not derogate from Customer's material rights by sending a written notice to the Customer in accordance with the provisions of Section 12.7 above.

12.11 These Terms of Use shall not create any obligation by any party hereto towards any third party, and shall not be construed as creating any rights or causes of action to third parties.

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