TERMS OF USE – Controller Data

(Last updated: 30 Sep 2026)

INRODUCTION

These Terms of Use ("**Terms**") apply to your access to and use of data collected from connected climate and irrigation control devices ("**Controller Data**") labelled and/or that have been marketed by Speria (Rotem) Ltd or any of its affiliates, which Controller Data is made available to you through Speria (Rotem) Ltd's cloud services, and constitute a binding contract between you, duly acting on behalf of a corporation or other legal entity, and Speria (Rotem) Ltd ("**Speria**", "**we**", "**us**", or "**our**").

Speria grants you the right to use the Controller Data pursuant to these Terms (as amended from time to time) and any other applicable terms included or referenced herein or in connection with the provision of the Controller Data. You accept these Terms when prompted in connection with the setting up of your access to the Controller Data. If the Terms are not accepted, the Controller Data will not be made available to you.

We reserve the right to alter the content of these Terms, at any time, without prior notice, by publishing an updated version of these Terms on https://rotem.com/terms-of-use/. By continuing to access and use the Controller Data after an update to these Terms, you acknowledge your full understanding of and accept the updated Terms.

If you wish to terminate the Terms including the access to the Controller Data, you can do so through the unpairing process accessible through the Farm Setting screen. Farm Setting → Manage Devices → Delete Device → Delete Button" or by sending an e-mail to the following e-mail address: Customer Support - Speria. The termination of the Terms is subject to the termination provisions provided for herein.

If you choose to terminate the Terms, Speria is entitled to, in its sole discretion and without giving any prior notice to you, disconnect your access to the Controller Data.

Information regarding the processing of your personal data in connection with your access to and use of the Controller Data is provided in our Privacy Policy, available at https://rotem.com/terms-of-use/.

LICENSE

By accepting these Terms in accordance with the above, we grant you a non-exclusive, non-transferable, non-sublicensable, personal, limited, revocable license to use the Controller Data on the terms and conditions set out in these Terms ("**License**").

USE OF THE CONTROLLER DATA

Access to the Controller Data is solely intended for commercial use, to the exclusion of any private use. You agree to only use the Controller Data in accordance with these Terms for lawful and reasonable purposes, such as:

(a) understanding the climate and animal status in each farm;

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(b) adapting the operations based on data (e.g. bin feed refilling, animal pick up for processing, etc.);

(c) evaluating the intervention of supervisors in case of anomalous situations;

(d) running analytics to compare the performance of different farms; and

(e) other activities compatible therewith.

In addition to any other user restrictions as provided for under these Terms and except as expressly permitted under these Terms, you shall not:

(a) override any security feature or circumvent any access controls or use limits of the Controller Data or the cloud services;

(b) violate the intellectual property rights or other rights of Speria;

(c) rent, lease, sub-license, loan, distribute or sell/re-sell the Controller Data;

(d) incorporate the cloud services or the Controller Data with any other programs; and

(e) make alterations to, or modifications of the whole or any part of the cloud services or the Controller Data, or disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the cloud services or the Controller Data.

SERVICE AVAILABILITY

Speria reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the cloud services (or any part thereof) or otherwise discontinue access to the Controller Data.

You agree that Speria may suspend your access to the Controller Data if Speria, in its own discretion, reasonably concludes that your use of the Controller Data is causing immediate and/or ongoing harm to Speria or others. **Consequently, you agree that Speria will not be liable to you or any third parties for any suspension of access to the Controller Data under such circumstances as described in the foregoing.**

THIRD PARTIES

We do not have any control and assume no responsibility for the content of any third party website or mobile application which may be linked to in the cloud services. Such linked websites and mobile applications, if any, are provided "as-is" for convenience purposes only with no express or implied warranty for the information provided therein. The terms and conditions, terms of use and privacy policies of those third-party websites and mobile applications will apply to your use of such third party websites and applications.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights (to be interpreted as broadly as legally permitted) existing in the cloud services or the Controller Data shall remain the property of Speria, its affiliates and their respective licensors. Furthermore, any trademarks and logos used in connection with the cloud services or the Controller Data are the trademarks and logos of Speria, its affiliates and their

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respective licensors. Nothing in these Terms constitutes a transfer, assignment or grant of any ownership rights in any intellectual property rights from Speria or any third party to you.

Use of the Controller Data for any unauthorized purpose without the prior written consent of Speria is expressly prohibited.

WARRANTY

USE OF THE CONTROLLER DATA AND THE CLOUD SERVICES IN THE USER'S OWN OPERATIONS IS AT THE USER'S OWN RISK. THE CONTROLLER DATA AND THE CLOUD SERVICES ARE PROVIDED ON AN AS-IS BASIS AND AS-AVAILABLE BASIS. SPERIA DOES NOT REPRESENT NOR WARRANT THAT THE USER'S USE OF THE CONTROLLER DATA AND THE CLOUD SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTROLLER DATA AND THE CLOUD SERVICES WILL MEET THE USER'S REQUIREMENTS OR THAT ALL ERRORS IN THE CONTROLLER DATA AND THE CLOUD SERVICES WILL BE CORRECTED OR THAT THE CONTROLLER DATA AND THE CLOUD SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE CONTROLLER DATA AND THE CLOUD SERVICES WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY SPERIA OR THAT THE OPERATION OF THE CONTROLLER DATA AND THE CLOUD SERVICES WILL AT ALL TIMES BE SECURE OR THAT SPERIA WILL AT ALL TIMES BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING OR DESTROYING CONTROLLER DATA OR THE USER'S CONFIDENTIAL INFORMATION. THE WARRANTY STATED ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY SPERIA. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE USER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE CONTROLLER DATA OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR THE USER'S PURPOSE.

LIMITATION OF LIABILITY

SPERIA' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS HOWSOEVER ARISING, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY THE USER TO SPERIA FOR THE ACCESS TO AND USE OF THE CONTROLLER DATA DURING THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED OR, IF THE EVENT GIVING RISE TO THE CLAIM OCCURRED BEFORE THE THREE (3) MONTH PERIOD HAS ELAPSED, DURING SUCH SHORTER PERIOD.

SPERIA SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, REVENUE, PROFITS, PRODUCTION, GOODWILL, USE, DATA, ANTICIPATED SAVINGS OR OTHER ECONOMIC ADVANTAGE (IRRESPECTIVE OF IF SUCH DAMAGE IS DIRECT OR INDIRECT) AS WELL AS ANY CONSEQUENTIAL, INDIRECT DAMAGES, INCIDENTAL OR PUNITIVE DAMAGES, ARISING OUT OF, BASED UPON OR RESULTING FROM THESE TERMS OR YOUR USE OF THE CONTROLLER DATA, EVEN IF SPERIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE FROM BREACH OF CONTRACT, BREACH OF WARRANTY,

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NEGLIGENCE OR ANY OTHER CAUSE, PROVIDED THAT SUCH EXCLUSIONS AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE MANDATORY LAW.

TERMINATION

Speria may terminate the Terms with immediate effect and at any time without prior notice, without incurring any liability whatsoever. The user may terminate these Terms at any time and the termination will be effective at the end of the current subscription period, if any. Upon termination, you will not have access to the Controller Data. **You acknowledge and agree that Speria shall have no obligation to refund any amounts already paid by you for services already rendered to and accepted by you, in the event of termination of these Terms.**

MISCELLANEOUS

Speria has the right to engage any of its affiliates or other third parties to perform any part of its obligations under these Terms.

In the event any provision of the Terms is wholly or partly invalid, the validity of the Terms as a whole shall not be affected and the remaining provisions of the Terms shall remain valid. To the extent that such invalidity materially affects a party's benefit from, or performance under, these Terms, it shall be reasonably amended.

The user may not, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under these Terms without Speria' prior written consent.

The Terms apply to your access to and use of Controller Data and do not change or alter any other contract or agreement between you and Speria.

GOVERNING LAW AND DISPUTE RESOLUTION

The Terms shall be interpreted and governed by the laws of Israel (without regard to its conflicts of law provisions), and any disputes in relation hereto are subject to the exclusive jurisdiction of the courts in Israel.

No rule of construction shall be applied to the disadvantage of a party to the Terms because that party was responsible for or participated in the preparation of these Terms or any part of it.

CONTACT

If you have any questions or concerns regarding the Controller Data, you may contact us by using the below contact information:

Speria (Rotem) Ltd

Customer Support: +972-3-920-6200, Customer Support - Speria

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