TERMS OF USE – Speria applications

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INRODUCTION

These Terms of Use ("**Terms**") apply to your use of a Speria Rotem mobile application or web application ("**App**") and all of the functionalities offered through the use of the App (the "**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**"). The App is solely intended for commercial use, to the exclusion of any private use.

Speria grants you the right to use the App and the Services pursuant to these Terms (as amended from time to time) and any other applicable terms included or referenced herein or in the App. You accept these Terms by clicking "Accept Terms of Use" in the App or at the webpage. If you for any reason do not accept parts of these Terms do not proceed by clicking "Accept Terms of Use" and do not attempt to access the App or any of the Services. If the Terms are not accepted, the App and the Services will not be available and Speria will not be able to provide any support to you and you will not be able to see any Controller Data (as defined below) in the App.

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/ or by updating the App to incorporate the new terms of use. By using the App and the Services or by continuing to use the App and the Services 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 App or the Services, you can do so by unclicking the "Accept Terms of Use" checkbox, subject to the termination provisions provided for herein.

If you choose to unclick the "Accept Terms of Use" checkbox, Speria is entitled to, in its sole discretion and without giving any prior notice to you, disconnect the device on which the App is installed from the Services and any other relevant related Speria services.

Information regarding the processing of your personal data in connection with your use of the App and the Services 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 App and the Services on the terms and conditions set out in these Terms ("**License**").

The License includes the right to download and install the App on devices (mobile phone or tablet) or access the App through the web link, and solely for the purpose of using the App to process your own Controller Data (as defined below) and use the Services.

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USE OF THE APP AND THE SERVICES

The App can be downloaded from Apple, Inc. App Store (https://www.apple.com/itunes) or the Google Inc. Play Store (https://play.google.com/store). The App can only be accessed after having created a personal account and you agree that you will not share your account with anyone else or anyone outside your organisation.

Parts of the Services are free of charge ("**Free Services**"), while other parts of the Services are paid services ("**Paid Services**"). Speria reserves the right to, in its own discretion, change which type of services that shall be included in the Free Services and/or the Paid Services at any time without any prior notice.

These Terms apply solely to the use of the App and the Services and not to the use of climate and irrigation controllers labelled and/or marketed by Speria (Rotem) Ltd or any of its affiliates ("**Controller(s)**") connected to the App. For the avoidance of doubt, the use of Controllers is regulated by separate terms.

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 App and the Services;

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

(c) without prejudice to your rights with respect to the Controller Data (as defined below), copy, reproduce, republish, reuse, upload, post, transmit or distribute any content presented in or provided by the App, including without limitation for public or commercial purposes;

(d) rent, lease, sub-license, loan, distribute or sell/re-sell or exploit the App (including source code);

(e) incorporate the App with any other programs;

(f) make alterations to, or modifications of the whole or any part of the App, or disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App; and

(g) remove any copyright, trademark or other proprietary rights notices from the App.

PAYMENT AND SUBSCRIPTION

The prices set forth in the App are exclusive of any fees or taxes and may be subject to foreign exchange fees or differences in prices based on location (*e.g.* exchange rates). We may freely modify our prices upon reasonable notice. Failure to pay the fees will result in the termination of your Paid Services.

When you subscribe to our Paid Services, the fees for such services will be charged in accordance with Speria' offered subscription plans from time to time. Speria charges you based on the selected automatically-renewing interval opted for by you, on a pre-paid basis until the subscription is cancelled. Your subscription will continue and be automatically renewed by the end of the subscription period unless cancelled during the subscription period. You may

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terminate your subscription at any time and the termination will be effective at the end of the current subscription period. Upon termination, you will not have access to the Paid Services.

If your payment method ceases to work, your service subscription will automatically be changed to a subscription of the Free Services.

CONTROLLER DATA

You grant (or warrant that the owner of the following rights has expressly granted) Speria, during the entire intellectual property rights protection period, a perpetual, non-time limited, non-revocable, worldwide, royalty-free, fully paid-up, non-exclusive, sublicensable right to store, display, view, download, modify and alter any data collected by the Controller and imported to the App ("**Controller Data**") and use it for the purposes of, including without limitation, troubleshooting, support and statistical purposes as well as for Speria' product development activities. Speria shall have the right to share and transfer Controller Data to third parties to the extent required for the purposes of, including without limitation, provision of services (such as part of an independent service offering), troubleshooting, support, analytical and statistical purposes as well as product development activities.

If the Controller Data includes personal data, the processing of such data is subject to our Privacy Policy.

ANALYTICAL DATA

By accepting these Terms in accordance with the above, you agree to the collection, processing, copying, backup and storage of technical and related information generated by your use of the App and the Services, including, without limitation, information related to date and time of App usage, App version, App features usage, App actions usage and session's lengths, and any cookies or other information generated by tracking technology (jointly referred to as the "**Analytical Data**"). As between you and Speria, all right, title and interest in the Analytical Data and all intellectual property rights therein, shall belong to and are retained solely by Speria.

When using the web application, you may refuse to accept cookies or block other tracking technologies by activating the setting on your browser. You can also block third-party cookies and restrict the use of cookies to sessions. You can find information on how to adjust your cookie preferences and other privacy settings at the browser provider's website. You can choose to disable cookies, but if you do, your ability to use or access certain parts of our website and Services may be affected. We do not recognize or respond to browser-initiated Do Not Track signals.

The Analytical Data may be used to, including, without limitation, operate, provide, improve and develop Speria' products, services and technologies, including the App, as well as for general research and development work. The Analytical Data collected by us is anonymized.

Speria shall have the right to share and transfer Analytical Data to third parties to the extent required for the purposes of, including without limitation, provision of services (such as part of an independent service offering), troubleshooting, support, analytical and statistical purposes as well as product development activities. We also share information about your use of the App with our analytics partners who may combine it with other information that you have provided to them or that they have collected from your use of their services. To the extent this information contains personal data, these third parties are considered separate controllers of the personal data.

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For more information on our use of Analytical Data containing personal data, please review our Privacy Policy.

SERVICE AVAILABILITY

Speria reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the App or the Services (or any part thereof).

You agree that Speria may suspend your access to the App and the Services if Speria, in its own discretion, reasonably concludes that your use of the App or Services 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 App or the Services under such circumstances as described in the foregoing.

THIRD PARTIES

If you have downloaded the App from the Apple, Inc. (together with its affiliates, "**Apple**") App Store or the Google Inc. (together with its affiliates "**Google**") Play Store, you acknowledge (i) that you at all times will comply with the separate terms applicable in relation to Apple and Google and (ii) that these Terms are entered into between you and Speria only and Apple or Google is not responsible for the App and the content thereof unless expressly provided for under the terms with Apple or Google. For the avoidance of doubt, Apple or Google has no obligation whatsoever to provide any maintenance and support services with respect to the App or its Services. See the additional terms in the below if you have downloaded the App from Apple App Store.

If you have downloaded the App from Apple App Store or if you are using the App on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. These Terms are entered into between you and Speria only, not with Apple, and Apple is not responsible for the App and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App, if any, to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the App and/or your possession and use of the App infringe that third party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the App and Apple and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted 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 App. 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

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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 App, the 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 App and the Services are the trademarks and logos of Speria, its affiliates and their 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 information generated by the App or the Services for any unauthorized purpose without the prior written consent of Speria is expressly prohibited.

WARRANTY

USE OF THE APP AND THE SERVICES IN THE USER'S OWN OPERATIONS IS AT THE USER'S OWN RISK. THE APP AND THE 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 APP AND THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR THAT THE APP AND THE SERVICES WILL MEET THE USER'S REQUIREMENTS OR THAT ALL ERRORS IN THE APP WILL BE CORRECTED OR THAT THE APP WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE APP WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY SPERIA OR THAT THE OPERATION OF THE APP AND 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. 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 APP AND THE SERVICES 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 USE OF THE APP 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,

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INCIDENTAL OR PUNITIVE DAMAGES, ARISING OUT OF, BASED UPON OR RESULTING FROM THESE TERMS OR YOUR USE OF THE APP OR THE SERVICES, 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, 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. Subject to the provisions in the Payment and Subscription section, 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 App or the Services. You acknowledge and agree that Speria shall have no obligation to refund any amounts already paid 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 to the minimum extent necessary in order to render it valid and enforceable.

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 use of the App and the Services 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.

CONTACT

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

Speria (Rotem) Ltd

Customer Support: Customer Support - Speria

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