

FIELDBIT TERMS AND CONDITIONS

These terms and conditions and all applicable service-specific terms (“**Terms of Service**” or “**Agreement**”) govern your access to and use of any websites, mobile sites, mobile applications, products or services (the “**Services**”) offered by Fieldbit Ltd. (“**Fieldbit**” “**we**” “**us**” “**our**”) based on the plan you purchased the services.

BY ACCESSING AND/OR USING THE SERVICES IN ANY MANNER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOLLOWING TERMS OF SERVICE, INCLUDING THE TERMS OF OUR DATA PROTECTION AGREEMENT (DPA) AND YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT UNCONDITIONALLY ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU SHALL NOT (AND SHALL HAVE NO RIGHT TO) ACCESS OR USE THE SERVICES. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. THESE TERMS SHOULD BE READ IN CONJUNCTION WITH FIELDBIT’S DATA PROTECTION AGREEMENT (“**DPA**”).

This Terms of Service is between Fieldbit and its clients ("**you**" or "**client**") (including its employees and/or users – together: "**users**"), (together: “**the parties**”).

Capitalized terms which are not defined herein, shall have the meaning ascribed to them in our DPA which this Terms of Services is incorporated thereto by reference. Any discrepancy between this Terms of Service and our DPA, the terms of the DPA shall govern.

1. Definitions

“**Commercial Agreement**” or “**Master SaaS Agreement**” means a document signed between you, or your authorized representative that specifies, among other things, a description of the Services, the fees, the term, and any other details specifically related to the Services.

“**Authorized Users**” means individuals who are directly accessing the Services via an online sign-up process, or individual users authorized by you to use the Services and who you have supplied user identifications and passwords to. Authorized Users may include your employees, consultants, contractors, agents, or your other designees, but shall not include any employee or agent of any Fieldbit competitor.

“**Customer Content**” means all information and data (including text, images, photos, videos, audio, and documents) or any other content in any media and format provided or made available by or on your behalf in relation to the use of the Services.

“**Fair Use Policy**” means the limits placed on usage as described in Section 2.4.

“Services” means services provided to you by Fieldbit based on the plan you have purchased via a Commercial Agreement, , such as our Website, Application and Platform, but excluding Third-Party Services

“Taxes” means all taxes, assessments, charges, fees, and levies that may be levied or based upon the sale or license of goods and/or services, as the case may be, including all sales, use, goods and services, value added, and excise taxes, custom duties, and assessments together with any instalments with respect thereto, and any interest, fines, and penalties with respect thereto, imposed by any governmental authority (including federal, state, provincial, municipal, and foreign governmental authorities).

“Third-Party Services” means products, services, applications, or websites made available by third parties through the Services (i.e., companies or people who are not Fieldbit).

Other relevant definitions which are not specified in this document shall have the meaning as defined in our DPA.

2. Fieldbit Services

- 2.1. **Services.** During the Term, subject to the terms and conditions of this Agreement, and solely for your personal or internal business purposes, Fieldbit grants you and your Authorized Users a right to access and use our Services, and support, if applicable, in accordance with the terms of any agreement signed between you and Fieldbit and/or purchase order, if applicable.
- 2.2. **Updates and Functionalities.** Fieldbit may from time to time enhance Service and/or schedule maintenance to update Service according to our SLA.
- 2.3. **Limitations on Use.** You undertake to use the Services solely for the internal business purposes and subject to the Commercial Agreement terms and relevant law and regulation. You shall (i) be responsible for your compliance with these Terms of Service, including the Fair Use Policy; (ii) be solely responsible for the accuracy, quality, integrity, and legality of Customer Content and of the means by which you acquired or generated Customer Content; (iii) use reasonable efforts to prevent unauthorized access to or use of the Services, including keeping your password and user name confidential and not permitting any third party to access or use your user name, password, or account for the Services; (iv) be solely responsible and liable for all activity conducted through your account in connection with the Services; (v) promptly notify Fieldbit if you become aware of or reasonably suspects any security breach, including any loss, theft, or unauthorized disclosure or use of your (or any Authorized User’s) user name, password, or account; (vi) use the Services only in accordance with applicable laws and government regulations; (vii) comply in all respects with all applicable terms of Third-Party Services that you subscribe to or otherwise access in connection with your use of the Services; (viii) be responsible for obtaining, paying for, repairing and maintaining all the equipment, software, hardware and services required for getting access to and using the Services.

You must not (i) make the Services available to anyone other than to your Authorized Users; (ii) use the Services to store or transmit any content, that may be infringing, defamatory, threatening, harmful, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, rights of publicity, or other laws, or send spam or other unsolicited messages in violation of applicable law; (iii) upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component; (iv) attempt to reverse engineer, de-compile, hack, disable, interfere with, disassemble, copy, or disrupt the integrity or the performance of the Services, any third-party use of the Services, or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law); (v) access the Services in order to build a competitive product or service or copy any ideas, features, functions, or graphics of the Services; (vi) attempt to gain unauthorized access to the Services or its related systems or networks; or (vii) authorize, permit, or encourage any third party to do any of the above.

- 2.4. **Fair Use Policy.** Fieldbit may suspend your access to the Services for abusive practices that degrade the performance of the Services for you and/or other customers of Fieldbit.
- 2.5. **Third-Party Products and Services.** You acknowledge that the Services may enable or assist you to access, interact with, and/or purchase Third-Party Services. When you access the Third-Party Services, you will do so at your own risk. These Third-Party Services may also allow you to store your Customer Content with the provider or operator of the Third-Party Services. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services (and you shall comply with all such terms and conditions), and any contract entered into, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not Fieldbit. Fieldbit makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Services or any transactions completed and any contract entered into by you with any such third party.
- 2.6. **Non-Exclusivity.** You acknowledge that the rights granted to you under this Agreement are non-exclusive and that nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict Fieldbit's right to license, sell, or otherwise make available the Services to any third party or perform any services for any third party.
- 2.7. **Using the Services on your Mobile Device.** It is clarified that the "Device(s)" may be mobile phone or tablets (iOS or Android) /supported smart glasses. In order to use the Services on your mobile device a permission to access different features on your mobile device will be asked. This permission is required in order to use the Services. Permission is required regarding the following features: (i) Wi-Fi - in order to connect to Wifi networks ; (ii) personal data and details – please see our DPA (iii) GPS – in order to obtain your mobile device location; (iv) camera/pictures– in order to use the Services on-site and send pictures and videos to authorized person; (v) allow push

notifications—in order to get real time notification; (vi) email access—in order to verify users, and communicate with the user.

- 2.8. **Password Policy.** Fieldbit solely determined the password's length to the Services - minimum 8 characters and Fieldbit provides mechanisms to define enhanced password policies. It is your sole responsibility to implement your own Password Policy which defines the password complexity, period of time for changing password, account lockout after entered incorrect password, etc. You will determine your Privacy Policy according to relevant law and regulation which applies on you and according to Information Security worldwide standards.

3. Information Security

Fieldbit follows generally accepted industry standards and use technical and organizational measures (TOM's) to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of personal data. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect personal data, we cannot guarantee its absolute security:

- We limit access to personal data about you to employees, contractors and agents who we believe reasonably need to come into contact with that personal data. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.
- We have physical, electronic, and procedural security measures and safeguards to reasonably protect personal data. Our servers and databases are protected by industry standard security technology, such as industry standard firewalls and password protection.
- We train our employees about the importance of confidentiality and maintaining the privacy and security of personal data. We commit to taking appropriate disciplinary measures to enforce our employees' privacy responsibilities.
- Although we cannot guarantee against any loss, misuse, unauthorized disclosure, alteration or destruction of data, we try to prevent such unfortunate occurrences.

Controller obligations:

- As a controller you must also implement technical and organizational measures (TOM's) on your data base and computers to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of personal data. Fieldbit is not and won't be responsible for any breaches, accidents, unauthorized access, misuse, disclosure or destruction of personal data and information security event occurred on your data base and/or Customer Content.
- You must only use the Services on devices with supported Operation Systems and Anti-virus.

4. Intellectual Property

- 4.1. **Ownership of Proprietary Rights.** The Services, including without limitation any underlying data, software, platforms, algorithms, technology, application and website design, any information, services, texts, feedback, files, sound, music, videos, various applications, social graphs, organization, structure, specifications, features and any modifications, enhancements and derivatives thereof and all Intellectual Property Rights related thereto ("**Fieldbit's IPR**") are the property of the Fieldbit and/or its respective affiliates which retains all right, title and interest in connection therewith. No transfer or grant of any rights by Fieldbit is made or is to be implied by any provision of these Terms or by any other provision contained in the Services with respect to Fieldbit's IPR or otherwise, except for the limited license. "**Intellectual Property Rights**" means worldwide, whether registered or not (a) rights associated with works of authorship, designs, mask works and photography including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress and goodwill rights; (c) patents, patent applications and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.
- 4.2. **Feedback.** You may from time to time provide suggestions, comments or other feedback to Fieldbit with respect to the Services ("**Feedback**"). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for Fieldbit notwithstanding anything else. You shall, and hereby do, grant to Fieldbit a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.
- 4.3. **Customer Content.** You grant Fieldbit a limited, worldwide, non-exclusive, non-transferable license, without a right of sublicense, to access, use, reproduce, electronically distribute, transmit, perform, format, display, store, archive, and index the Customer Content for the purpose of supporting your use of the Services and providing Services to you. Fieldbit may also use Customer Content for the purpose of supporting and developing the Services, provided that when doing so, Fieldbit shall only use Customer Content in an anonymized and aggregated way. Subject only to the limited license expressly granted herein, you and your Authorized Users shall retain all right, title and interest in and to the Customer Content and all intellectual property rights therein. Nothing in this Agreement will confer on Fieldbit any right of ownership or interest in the Customer Content or the intellectual property rights there
- 4.4. **Responsibility for Customer Content.** You are solely responsible for the Customer Content that you or Authorized Users upload, publish, display, link to, or otherwise make available via the Services, and you agree that Fieldbit is only acting as a platform for your use. Fieldbit will not review, share, distribute, or reference any Customer Content except as provided herein, as provided in Fieldbit's privacy policy and Propriety Rights on section 4.1 above, or as may be required by law. Notwithstanding the foregoing, Fieldbit retains the authority to remove any Customer Content uploaded that it deems in violation of this Agreement, at its sole discretion.

5. Fieldbit Products and Fees

In order to receive Fieldbit's service you must sign with the Fieldbit a Commercial Agreement or place a firm purchase order, which provides all terms and requirements for the purpose of using Fieldbit Services.

6. Term and Termination

- 6.1. **Term of the Agreement (“Term”).** The term of this Agreement shall commence on the day you sign the Commercial Agreement and shall continue until your subscription ends, or your account is cancelled and you cease using our Services.
- 6.2. **Termination.** If you violate the letter or spirit of this Agreement, abuse the Services, or otherwise create risk or possible legal exposure to Fieldbit, we can terminate or suspend your access to the Services at our sole discretion. We will use commercially reasonable efforts to notify you by email or at the next time you attempt to access your account. You may also cancel or disable Services at any time, by sending a 30 days' notice to info@fieldbit.net.
- 6.3. **Effects of Termination.** Upon termination of this Agreement for any reason, (i) you will immediately cease all use of the Services; (ii) you will have no further access to your accounts provided by Fieldbit; and (iii) you will pay Fieldbit all unpaid amounts owing to Fieldbit in accordance with the Commercial agreement.
- 6.4. **Survival.** Any provision of this Agreement which, either by its terms or to give effect to its meaning, must survive, and such other provisions which expressly, or by their nature, are intended to survive termination shall survive the expiration or termination of this Agreement.

7. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, FIELDBIT EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FIELDBIT SPECIFICALLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, AND NONINFRINGEMENT, THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT ITS SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. IN ADDITION, FIELDBIT DOES NOT WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FIELDBIT OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES

ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. FIELDBIT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE CONTENT MADE AVAILABLE THROUGH THE SERVICES, INCLUDING THE CUSTOMER CONTENT AND MENTIONS, OR ANY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. FIELDBIT DOES NOT CONTROL OR VET CUSTOMER CONTENT AND IS NOT RESPONSIBLE FOR WHAT USERS POST, TRANSMIT, OR SHARE ON OR THROUGH THE SERVICES. FIELDBIT IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY THIRD-PARTY SERVICES OR SUPPORTED PLATFORMS ASSOCIATED WITH OR UTILIZED IN CONNECTION WITH THE SERVICES, INCLUDING THE FAILURE OF ANY SUCH THIRD-PARTY SERVICES OR SUPPORTED PLATFORMS. FIELDBIT EXPRESSLY DENIES ANY RESPONSIBILITY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. IF YOU ARE DISSATISFIED OR HARMED BY FIELDBIT OR ANYTHING RELATED TO FIELDBIT, YOU MAY CANCEL YOUR FIELDBIT ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 6.2(TERMINATION), AS APPLICABLE, AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY (AND FIELDBIT’S SOLE AND EXCLUSIVE LIABILITY). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. Indemnification

You shall defend, indemnify, and hold harmless Fieldbit, its affiliates, directors, officers, employees, and agents from and against all claims, losses, damages, penalties, liability, and costs, including reasonable attorneys’ fees, of any kind or nature which are in connection with or arising out of a claim (i) alleging that the Customer Content or your use of the Services infringes or violates the intellectual property rights, privacy rights, or other rights of a third party or violates applicable law; (ii) relating to, or arising from, Customer Content, or your breach of Section 2.3or Section 2.5; or (iii) relating to, or arising from, Third-Party Services.

9. Limitation of Liability

- 9.1. TO THE MAXIMUM PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL FIELDBIT AND ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL,

CONSEQUENTIAL INCLUDING BUT NOT DEROGATING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR USE OF THE SERVICES, OR RELIANCE ON ANY OF FIELDBIT'S IPR OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY THE COMPANY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

The maximum liability claim will not exceed the paid amount for the preceding 12 months.

ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THESE TERMS ARE MATERIAL BARGAINED FOR BASIS OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THESE TERMS.

- 9.2. You acknowledge that you use the Services on your own risk and that the Services enables, among other uses, collaborations between a field person and office person of the User in order to solve problems on site. Any outcome of such collaboration is under your sole responsibility. Fieldbit shall not be liable regarding any forbidden and / or reckless and / or malice use of the Services, which may cause damage (direct, indirect, incidental, special etc.) to you and / or your Authorized Users and/ or devices / equipment and /or sites, other than the warranties Fieldbit must provide to you in accordance with the applicable Law.

10. Minors

The usage of the Services is limited under the age of sixteen (16) years old. If you are under the age of sixteen (16), your usage must be only under supervision or with the direct consent of your parent or a legal guardian, who has agreed to any agreement you enter into while using the Services, including these terms of Service. We reserve the right to require you at any stage to provide proof of age, and, if applicable, approval of your use of the Services by your parent or legal guardian, so that we can verify that only eligible Users are using the Services. Fieldbit is not unknowingly maintain personal information regarding to minors under the age of sixteen (16). In a case of a service's usage under the age of sixteen (16) without any supervision or any consent of a parent or a legal guardian, Fieldbit reserves the right to prohibit and block such user from accessing the Services and will make all efforts to delete any personal information.

11. General

- (i) These Terms shall be governed by and construed in accordance with the laws of _____, without regard to the principles of conflict of law therein. The parties consent to the exclusive jurisdiction of the courts of _____, _____. The

application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly excluded;

- (ii) If any provision of these Terms of Service is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms of Service and shall not cause the invalidity or unenforceability of the remainder of these Terms of Service;
- (iii) You acknowledge and agree that the Fieldbit has the right, at any time and for any reason, to redesign or modify its IPR and other elements of the Services or any part thereof;
- (iv) These Terms of Service and the written agreement between you and Fieldbit is the entire agreement between you and Fieldbit regarding the subject matter herein and these Terms of Service shall not be modified except by a written instrument executed by both parties. These Terms of Service do not derogate from any terms and conditions of the written agreement between the Fieldbit and you;
- (v) Fieldbit may assign these Terms of Service, in whole or in part, in its sole discretion. You are not entitled to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without the prior written consent of Fieldbit. Any unauthorized assignment will be void and of no force or effect;
- (vi) No provisions of these Terms of Service are intended or shall be construed to confer upon or give to any person or entity other than you and the Fieldbit any rights, remedies or other benefits under or by reason of these Terms of Service;
- (vii) Fieldbit's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Fieldbit as to subsequent enforcement of rights or subsequent actions in the event of future breaches;
- (viii) All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms of Service on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion;
- (ix) ANY CAUSE OF ACTION INITIATED BY YOU AND ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO WAIVE ANY CLAIM YOU MAY HAVE IN ESPECT THEREOF.

If you have any further questions or require further clarification, please contact us by sending an email to: info@fieldbit.net.