

Carbyne Bridge Desk Terms and Conditions

These Carbyne Bridge Desk Terms and Conditions ("**Agreement**") govern your access to, and use of, the Service offered by us or our Affiliates. Bridge Desk is a hosted asset monitoring and incident alert solution which consolidates disparate tracking systems under a single interface (the "**Service**"). By using the Service, or upon your agreement to the Order Form for the Service, you indicate you have read, understand and agree to the terms and conditions of this Agreement and our Privacy Policy ("**Privacy Policy**") currently located here: <https://carbyne.com/app-privacy-policy/>.

If you use the Service on behalf of an organization, you agree to this Agreement on behalf of that organization and you represent and warrant that you have the authority to do so. "**Carbyne**", "**us**", "**we**" or "**our**" refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de RL de CV, as specified on the Order Form, on behalf of itself and its Affiliates, and "**Customer**", "**you**" and "**your**" refers to the customer specified on the Order Form.

1. Use of the Service

1.1. During the Term, provided you are current in your payment obligations and subject to the terms of this Agreement, we grant you the right to access and use the Service up to the number of Authorized Users specified on the Order Form and only for your internal business purposes.

1.2. You may permit Authorized Users to access and use the Service provided you are responsible for: (i) ensuring all Authorized Users use the Service only for support of your internal business and operations in accordance with this Agreement, and (ii) any unauthorized use of the Service or any breach of this Agreement by an Authorized User. Your account administrator may provision accounts for Authorized Users to access your Service account. You are responsible for maintaining the confidentiality of account credentials used by Authorized Users to access the Service. You may not permit sharing of Authorized User accounts or passwords. You agree to (a) prevent any unauthorized access, sharing, or use by Authorized Users and terminate any unauthorized use of or access to the Service and (b) provide us with notice of such unauthorized access or use.

1.3. You are responsible for obtaining and maintaining your own IT infrastructure and any ancillary services needed to use the Service (such as asset sensors, trackers, internet, electricity, modems, servers and operating systems) and for the security of your systems, including applications installed on your systems which integrate with the Service, and will take commercially reasonable steps to exclude malware, viruses, spyware and Trojans from your systems. You are solely responsible for all software, network and internet connection costs related to use of the Service (including with respect to any Service updates released by us), including but not limited to internet, mobile phone or mobile network data usage fees and applicable roaming charges, and we are not responsible for these internet or data services or any related costs.

1.4. You and your Authorized Users may receive alerts based on your Service configuration preferences and you and your Authorized Users may comment on and resend such alerts. Such alerts may be sent by email, text or phone call based on your and your Authorized Users' configuration preferences. You represent and warrant you have obtained any consents necessary for Authorized Users to receive and resend such

alerts. You are also solely responsible for any such comments and messages and their content.

1.5. You shall not, directly or indirectly: (i) infiltrate, hack, reverse engineer, decompile or disassemble the Service or any part of the Service for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Service; (iii) remove or use the name, trademarks, trade-names, logos and other proprietary notices contained on or in Service; (iv) make derivative works of the Service or copy any part or content of the Service other than for your own internal business purposes as specifically permitted in this Agreement; (v) use the Service or any part of the Service to build a competitive product or service; (vi) sell, sublicense, distribute or rent the Service (in whole or part), grant non-Authorized Users access to the Service or use the Service to provide a hosted or managed service to others (except to the extent expressly permitted in this Agreement). You shall provide us with reasonable assistance to prevent the occurrence of any such activities by any third parties.

1.6. Furthermore, you shall not use the Service (including any commenting or messaging capability in the Service): (i) for any illegal or fraudulent activity; (ii) to violate the rights of others; (iii) to threaten, incite, promote or actively encourage violence, terrorism or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (or "spam").

2. Professional Services

2.1. We may provide professional services, such as installation and integration services, in connection with your use of the Service ("Professional Services"). A description of the Professional Services will be set forth in a Statement of Work ("SOW"), as mutually agreed in writing, which will be subject to this Agreement and the Professional Services Terms and Conditions. We will invoice any fees for Professional Services, and such fees are payable, in accordance with the applicable SOW.

2.2. Any changes or modifications to Professional Services will be as mutually agreed in writing in an amendment to the

SOW, including any associated changes to fees for Professional Services.

3. **Orders and Fees**

3.1. Orders for the Service, and any related services such as Professional Services, are placed when you agree in writing to an Order Form issued by us. Order Forms are subject to this Agreement. Unless otherwise set forth in the applicable Order Form, delivery of the Service occurs when we make the Service available to you.

3.2. You agree to pay the fees set forth on the applicable Order Form. We may also invoice you for additional fees if you exceed the permitted use. Fees are payable within 30 days of the date of the invoice we issue. All payments not made when due are subject to a late charge of 1.5% per month or the maximum amount allowed by law, compounded annually. You agree to pay fees by wire transfer or check to the account details provided by us in writing, or such other account as may be designated by us from time to time. Any fees specified on the Order Form are exclusive of applicable taxes.

3.3. If you fail to pay any fees in accordance with the terms of this Agreement and the applicable Order Form, in addition to any other rights and remedies available to us, we may suspend or limit your access to the Service until all outstanding fees have been paid.

3.4. You agree to pay (and to reimburse us or our authorized agent, if applicable, on request if we are required to pay on your behalf) any applicable taxes, assessments and duties of any kind and nature that is levied or imposed by any governmental authority on your use of the Service, or your receipt of support or other services, but not including taxes based on our net income. If you are exempt from taxes, then you must provide a valid exemption certificate or other government approved documentation to us.

4. **Intellectual Property**

4.1. As between you and us, we or our licensors retain all rights, title and interest, including Intellectual Property Rights, in and to the Service, support services, Professional Services and Documentation, including specifications, materials and user manuals provided by us. You agree not to copy, distribute, modify or make derivative works of the Service and Documentation or any other components or content, or to use any of our Intellectual Property Rights in any way not expressly permitted by us.

4.2. As between you and us, you retain all right, title and interest, including Intellectual Property Rights, in and to Your Data. You grant us, our affiliates, and our contractors (including our hosting service provider) a worldwide, irrevocable, perpetual, non-exclusive, right to use, reproduce, distribute, transmit, display, analyze and create derivative works based on Your Data to provide and support the Service, including provision of Professional Services, and for any other lawful purpose authorized by you.

5. **Data Privacy; Data; Security**

5.1. Our Privacy Policy governs your rights arising from and relating to data protection and privacy, including our practices with respect to the collection, use and disclosure of certain data and/or personal information provided to us in connection with your use of the Service. We may use contact information you provide to us to communicate with you about the Service and send you information we think may be of interest to you based on your marketing communication preferences. Our use of your personal data remains subject to the Privacy Policy. The parties may enter into additional terms governing data privacy, if necessary to comply with applicable privacy laws.

5.2. We will retain Your Data which you submit to the Service or which is recorded or stored in the course of your use of the Service, for a period of eighteen (18) months, and we will retain account information such as Authorized User email addresses for the duration of your subscription (the period we retain Your Data referred to as the "Data Retention Period"). You acknowledge you are responsible for your compliance with any applicable data retention laws. Your Data is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, you may request us to delete Your Data. You will be solely responsible for the retention of such data for any applicable retention periods and for the purposes of any subsequent data requests. We will have no further obligation with respect to Your Data after the Data Retention Period or after the deletion of Your Data.

5.3. The Service enables you to use the Service to connect with your other applications, allowing you to receive and access Your Data available from such applications through the Service and to make Your Data available to your Authorized Users. When you connect to such applications with the Service, you: (a) represent and warrant you have all necessary rights to use such applications and to connect such applications to the Services, and (b) consent to automatically and continuously transmit Your Data from the applications through the Service. Further, you acknowledge that your Authorized Users may interact with and manage Your Data and that we are not liable for any act or omission of your Authorized Users, including access to, use of, or sharing of Your Data. You are solely responsible for all Your Data. You represent and warrant that you own all Your Data, or you have all consents and rights that are necessary to share Your Data with us and to grant us the rights to Your Data under this Agreement. You also represent and warrant that neither Your Data, nor your use and provision of Your Data through the Service, nor our use of Your Data to provide the Service, Support Services or Professional Services, will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.4. We may create anonymized and aggregated statistical data from your usage of the Service, which does not include your personal data. We may use such anonymized and aggregated data for our own purposes, such as to develop and

improve the Service, to develop new services or products, and to identify usage trends.

6. Service Availability and Support

6.1. You may request Support Services, as described in the Support Terms. We will make the Service available to you in accordance with the SLA, subject to operational requirements such as regularly scheduled maintenance and downtime. In the event of any downtime of the Service, your only remedy is as set forth in the SLA or to cease use of the Service. Our obligations and commitments in the Support Terms only apply to the Service and not to your applications or any other hardware, equipment, software, products or services.

6.2. We may at any time: (i) introduce new or additional products and services, (ii) update the Service to improve or add features or functionalities to the Service, or (iii) modify the Service to cease providing a feature or functionality. We will make available to you in advance any additional terms applicable to new or enhanced products and services. If we materially degrade or remove a functionality from the Service that affects your use of the Service, we will notify you as soon as reasonably practicable and you may terminate this Agreement by notifying us in writing no later than thirty (30) days after the date of such notice. If you terminate this Agreement as permitted in this Section, the termination will be effective as of the date specified in the notice and you will remain responsible for all fees incurred up to, and including, the effective date of such termination. We will refund any prepaid fees prorated from the effective date of the termination, less any applicable discounts not earned as of the effective date of the termination. Your continued use of the Service after the effective date of any change is deemed as acceptance of the modified Service. We may also share information about future enhancements or other changes to the Service in advance, but you should not rely upon this information when deciding to subscribe. Your decision to subscribe should be based upon the functionality available at the time you are making that decision and not on any potential future functionality.

7. Confidentiality

7.1. The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than obligations described in this Agreement; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, the receiving party may disclose disclosing party's Confidential Information in its possession to the extent required by legal process or applicable law, rule or

regulation, provided prior to such disclosure, if legally allowed, receiving party gives prompt notice to the disclosing party to give disclosing party an opportunity to seek a protective order or other appropriate relief.

7.2. Confidential Information excludes any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party has in its possession without any duty of confidentiality prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of any confidentiality obligations; (iv) the receiving party has independently developed, without breach of this Agreement and/or without any use of or reference to the Confidential Information.

8. Compliance

8.1. You agree to use the Service in accordance with all applicable laws, including any applicable privacy, GPS tracking (including individual tracking), audio and video recording laws, and export laws. You agree to comply with all applicable sanctions (including embargoes) and re-export control laws and regulations including (to the extent applicable) those of the United States of America. We are not obligated to perform under this Agreement if doing so is in violation of applicable laws or of national or international foreign trade or customs requirements or any embargoes or other sanctions.

8.2. You agree to report any known or suspected misuse of the Service to us. We have the right to monitor your use of the Service (but not Your Data) to verify your compliance with this Agreement at any time. If we believe that you are using the Service in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, terminate or suspend your right to use the Service (or any feature, functionality or content which we determine is being used in violation of this Agreement) or take any other action we consider appropriate.

9. Warranties; Disclaimers

9.1. Each party warrants it has the full capacity and authority and all necessary consents to enter into and perform its respective obligations under this Agreement.

9.2. We warrant that the Service provided to you under this Agreement is in material compliance with the features and functionalities described in the applicable Documentation. If the Service fails to perform as warranted in this Agreement, to the extent permissible under applicable law, our sole obligation, and your exclusive remedy, will be (i) to use commercially reasonable efforts to repair or restore the non-conforming Service so that it conforms to this warranty, or (ii) if such repair or restoration may not be, in our opinion, available within a reasonable time or with reasonable efforts, to terminate the non-conforming Service and refund to you any prepaid

amounts for such Service on a pro-rata basis for the remainder of the Term.

9.3. As part of your use of the Service, you may receive access to Third Party Content. You are responsible for compliance, including compliance by your Authorized Users, with any terms which apply to Third Party Content. We make any Third Party Content available "AS IS" without support (unless otherwise specified), representations or warranties of any kind. We recommend you verify any Third Party Content made available in the Service. We may suspend or terminate provision or availability of any Third Party Content at any time without any liability, and such suspension or termination will not be deemed a breach of this Agreement.

9.4. The Service provides you with data for you to assess and use as you see fit. We do not suggest, control, or monitor the choices you make as to the use of the data or changes in your operations based on the data. You are solely responsible for any use made of the Service and for any data received through the Service. In particular, although the Service is intended to provide you with information that can help monitor and improve the efficiency, safety and compliance of your operations, you are solely responsible for those and all other aspects of your operations, and acknowledge that the Service does not constitute advice as to managing your operations. You acknowledge the Service is not designed to track individuals.

9.5. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE PROVIDE THE SERVICE, SUPPORT SERVICES AND DOCUMENTATION TO YOU ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. WE FURTHER DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE SERVICE OR ANY RELATED SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FAULT TOLERANT, FAIL SAFE, FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

10. **Indemnity; Responsibilities**

10.1. Provided you comply with Section 10.2 below, we will defend you from any claims brought by a third party alleging your use of the Service in accordance with this Agreement infringes their Intellectual Property Rights ("IP Claim"). We will indemnify you from any amount finally awarded against you by a court of competent jurisdiction or amount which is agreed upon in settlement as a result of the IP Claim. This indemnity will not apply to the extent the underlying allegation arises from: (i) your breach of this Agreement or your negligence, or use of the Service outside the scope of this Agreement; (ii) combination or use of the Service with third party equipment, hardware, materials, components or applications; or (iii) use of the Service after you become aware of the IP Claim (unless we agree you can continue to use it). Our entire obligation and liability in

connection with any allegation that a person's intellectual property rights have been infringed are set forth in this Section 10.1.

10.2. To receive the benefit of Section 10.1, you shall (i) promptly notify us in writing of any IP Claim for which indemnity is claimed, provided that failure to so notify will not relieve us of our obligation except to the extent it is prejudiced by your delay in providing us with such notice, and (ii) allow us to solely control the investigation, defense and settlement of the IP Claim, (iii) provide us with reasonable cooperation and assistance in defending such claim (at our cost), and (iv) immediately cease use of the Service which is subject to the IP Claim.

10.3. You are responsible for any claims, suits or proceedings arising out of or relating to your (or your Authorized Users'): (i) violation of any third party rights (including third party Intellectual Property Rights or privacy rights); (ii) use of the Service and Documentation in breach of the terms of this Agreement; (iii) the operation and your combination or use of the Service with Your Data, Third Party Content and third party equipment, software, applications, materials and/or services; (iv) Your Data; and (v) breach of Section 1 (Use of the Service).

11. **Term; Termination**

11.1. The Subscription Term and start date are set forth on the Order Form, or if no start date is specified on the Order Form, then the first date the Service is made available to you. The subscription shall automatically renew for additional 12 month periods (each a "Renewal Term") after the initial Subscription Term unless either party provides written notice of its desire to terminate to the other party at least 30 days prior to the expiration of the then applicable term, unless otherwise set forth in the Order Form or unless the Agreement is terminated in accordance with the terms of this Section 11.

11.2. Either party may terminate an Order Form or this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days after receipt of written notice; (ii) the other party breaches any of its confidentiality obligations; (iii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party, or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Additionally, we may also terminate this Agreement if we reasonably believe you intend to undergo any of the foregoing or reasonably believe you are, or will be, unable to provide your services which require use of the Service. Outstanding Order Forms are automatically terminated upon termination of this Agreement.

11.3. Upon expiration of the Subscription Term or termination of the Order Form, any outstanding fees shall become due and payable, and you will immediately cease use of the Service. In the event of termination of this Agreement, you will also return or destroy, at our option, all Confidential

Information in your possession (and certify in writing you have done so). Sections 1.5, 1.6, 3.2, 4, 5.3, 5.4, 7, 9.3, 9.4, 9.5, 10, 11.3 and 12 shall survive any expiration or termination of this Agreement.

12. General

12.1. Force majeure. Neither party will be liable for events beyond its reasonable control or for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

12.2. Notices. All notices shall be in writing and given in person, by an overnight courier service which provides tracking information to evidence delivery, by registered mail, or by email with confirmation of receipt, addressed to the address or email, as applicable, set forth in this Agreement or to such other address or email as a party may designate to the other in accordance with the notice procedure. All notices delivered in person or by courier service are deemed to have been given upon delivery, notices sent by registered mail are deemed given three calendar days after posting, and notices sent by email are deemed given when received and opened as validated by the read receipt.

12.3. Publicity. We may reference you as a customer or user of our products in our publicity or general marketing communications and activities.

12.4. Entire Agreement. This Agreement constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, including any additional or preprinted terms on purchase orders, with respect to the subject matter of this Agreement. All amendments will be made only in writing. We may update, amend or modify this Agreement from time to time as required to comply with applicable law or as required by our licensors or vendors with thirty (30) days prior written notice. If there is a conflict between this Agreement, Supplemental Terms and an Order Form, the Order Form, then the Supplemental Terms, will take precedence to the extent of such conflict and only with

respect to the Service, Support Services and any Professional Services under such Order Form and Supplemental Terms. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance.

12.5. Assignment. You may transfer or assign your rights or obligations under this Agreement to a third party only with prior written consent from us. Any purported assignment contrary to this section shall be void. We may assign this Agreement to any of our Affiliates or to a successor entity in the event of a merger or acquisition without your prior written consent, and we will provide you with written notice of such assignment.

12.6. Some of our licensors and suppliers may be third-party beneficiaries under this Agreement.

12.7. Feedback. If you provide any ideas or feedback regarding any products and services offered by Carbyne, such as suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively "Feedback"), we may use Feedback freely.

12.8. Governing law. If you are entering into this Agreement with Carbyne, Inc. this Agreement is governed by the laws of the State of New York, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in New York, New York. If you are entering into this Agreement with Carbyne Ltd. or Carbyne911 Mexico S. de RL de CV, this Agreement is governed by the laws of Israel, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in Israel. Notwithstanding the foregoing, if you are a public entity and your state law requires you to contract under your state law, then your state law shall apply to this Agreement.

Definitions

Affiliate(s)	any other person that directly or indirectly controls, or is controlled by or under common control with a party, with 'control' as applied to any party being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such party.
Authorized User	you or your employees, consultants, agents or contractors who are granted access to the Service by you as part of their support of your internal business or operations.
Confidential Information	information (whether oral, written or in some other tangible form) disclosed by one party (the "disclosing party") to the other party (the "receiving party") that is obtained by the receiving party under or in connection with this Agreement and that is marked as confidential or is by its nature confidential or relates to the business or affairs of the disclosing party.
Documentation	the then-current standard product sheet provided or made available by us with respect to the Service which describes its features and functionalities. Documentation specifically excludes marketing and promotional materials and proposals.
Intellectual Property Rights	any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, know-how, look-and-feel, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world), together with any and all goodwill relating or attached thereto, all derivative works and all extensions and renewals thereof.
Order Form	the ordering document, such as a quote, agreed to in writing between you and us which is subject to this Agreement and describes the Service (including the number of permitted Authorized Users, as applicable) and Support Services you wish to purchase from us and the applicable fees.
Service Level Agreement (or SLA)	our commitment regarding the performance of the Service, as described in the Support Terms.
Subscription Term	the duration of your subscription to use the Service specified in the applicable Order Form.
Support Services	the maintenance and support services provided in accordance with the Support Terms in connection with your use of the Service.
Support Terms	the document provided by us describing the Support Services provided by us, which includes our commitment regarding the performance of the Service, as updated and which is incorporated into this Agreement by this reference. The current Support Terms can be found here: https://carbyne.com/legal/
Third Party Content	applications, materials, services, data and information, such as weather and news, which are provided by a third party and is made available to you in the Service. You may configure the Third Party Content you receive in the Service.
Your Data	data (including data from your applications connected to the Service and personal data of Authorized Users), records, reports, recordings or messages you or your Authorized Users enter into the Service, including the content of any message or comment sent or received using the Service, or which are otherwise generated by you or your Authorized Users through access or use of the Service. Your Data includes log information from your use of the Platform.