

temi Developer Agreement

This temi Developer Agreement (the "**Agreement**") applies to the development and the public listing of one or more Developer Apps (as defined below) on the temi Console (as defined below). For clarity, any other use by you of any temi products or services outside of the express scope of this Agreement shall be governed by and subject to our general Terms of Use available here: <https://www.robotemi.com/terms-of-use/> .

BY CLICKING ON THE "SUBMIT" BUTTON, AND/OR BY USING THE TEMI CONSOLE, YOU OR THE ENTITY THAT YOU REPRESENT ("YOU", "YOUR", OR "LICENSEE") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT USE THE TEMI CONSOLE. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR ENTITY, YOU REPRESENT AND WARRANT YOU HAVE POWER AND AUTHORITY TO BIND SUCH ORGANIZATION OR ENTITY TO THIS AGREEMENT.

1. Definitions.

- "**App**" means a software application that was developed with the Company's SDK and which is designed to interoperate with the temi Console.
- "**Company**" means Robotemi Global Ltd., an Israeli private company with registered place of business at 58 HaRakevet St., Tel Aviv, Israel and any of its affiliates,
- "**Console**" or "**temi Console**" means the Company's android based proprietary technology platform which provides functionality) to enable interoperation of Developer Apps and Devices, including all related information and documentation. –
- "**Developer App**" means Apps and Device Apps.
- "**Device**" means a hardware device that connects to and/or interacts with the Console or any Developer App.

- **"Device App"** means software application that was developed with the Company's SDK and that is designed to run on the temi Console and enable the temi Console to connect to and/or interface with a Device.
- **"End User"** means an end user who uses the Developer Apps or associated Devices.
- **" SDK"** means the Company's proprietary online software development kit and related information and documentation which enables the creation of Developer Apps available at the temi app store.

2. **Listing Your Developer Apps on the Console.** Subject to the terms and conditions of this Agreement, the Company grants you a nonexclusive, worldwide, revocable license to list such Developer App on the Console. The Company reserves the right, in its sole discretion and for any reason at any time, to revoke this permission and/or to remove any Developer App from the Console (including removing any installed instances of such Developer App as well as any associated data). You hereby grant the Company a worldwide, nonexclusive, sublicensable, royalty-free, fully paid-up, transferable right and license: (a) to market your Developer Apps and to permit others to use, access, install, and download your Developer Apps and any associated documentation through the Console in accordance with this Agreement, and (b) to use your applicable trademarks and logos in connection with the distribution and marketing of your Developer Apps.

3. **Licensee App Review.** You may use the SDK to develop a Device App or an App which is designed to interoperate with the Console. You are responsible for evaluating and testing all aspects of each of your Developer App (including functionality, performance, security, and user interface) prior to uploading your Developer App to the Console. You agree to provide accurate, complete, and updated information about yourself and your Developer App. The Company reserves the right to conduct any type of review of the Developer App. The Company may contact you and require you to make changes and/or modifications in the Developer App.

4. **Responsibility for Licensee App.** You acknowledge that you are solely responsible (and that the Company has no responsibility) for you Developer App, including without limitation, the functionality, content, development, operation, and maintenance thereof.

By uploading the Developer App to the Company, you represent and warrant that your Developer App, including (a) all content and other materials contained in or available through your Developer App, (b) any devices which relate to your Device App, and (c) the use of any of the foregoing by the Company (or any one on its behalf or anyone authorized by it and/or any End Users): (i) do not and will not violate, misappropriate or infringe the rights of any person or entity including any contract rights, privacy rights, or any copyright, patent, trademark, trade secret or other personal or proprietary rights; (ii) are not offensive, profane, obscene, libelous or otherwise illegal; (iii) do not and will not contain any virus, worm, Trojan Horse, adware, spyware or other malicious code; and (iv) comply with all applicable local, state, national and international laws and regulations, including, without limitation, all applicable export control laws and all applicable privacy laws and regulations, and maintain all licenses, permits and other permissions necessary to list and provide the Developer App. Additionally, you shall not interfere or attempt to interfere with the proper working of the Console or any activities conducted on the Console, or bypass any measures the Company may use to prevent or restrict access to the Console (or other accounts, computer systems or networks connected to the Console). The Company reserves the right to terminate immediately and without notice this Agreement and remove your Developer App from the Console, if you violate any of the above-mentioned restrictions.

5. **Intellectual Property.** As between the parties, the Company retains all right, title and interest in and to the Console (including all related intellectual property rights), and you may not use the Console other than as expressly set forth herein. You understand that the Company may cease support of old versions or releases of the Console; you will always use and support the latest available version or release of the Console. You understand and agree that the Company works with many application and software developers and some of their products or services may be similar to or perform the same or similar functions as your Developer Apps ("**Similar Offerings**"), and the Company may also develop its own Similar Offerings. To avoid potential misunderstandings, the Company cannot agree to any confidentiality or use restrictions with respect to any information

that you may provide in connection with your Developer Apps or this Agreement, and nothing herein shall be construed to limit the Company from developing Similar Offerings. The parties acknowledge and agree that neither the Company nor any End User shall acquire any ownership interest in or to any of your Developer Apps. When you upload a Developer App to the Console the Company you will be able to upload (at your option) a separate End User license to govern End Users' use of such Developer App (a "**Custom EULA**"). The Custom EULA shall include provisions that are no less strict than those contained in this Agreement. If you elected to upload a Custom EULA, then during the installation process for such Developer App, the Company shall provide each End User to whom the Company allows access to such Developer App and require that such End User review the Custom EULA [and accept the conditions thereof] at the time that the Company first provides such access. You are solely responsible for your Custom EULA. If you do not upload a Custom EULA with your Developer App, then your Developer App shall be made available to End Users pursuant to the Company's then-current Terms of Use, the current version of which is set forth at <https://www.robotemi.com/terms-of-use/> ("Default Terms"). You hereby agree that the Custom EULA for each of your Developer Apps is solely between you and the End User, and that the Company shall not be responsible for, and shall not have any liability whatsoever under, any Custom EULA (or any breach thereof by you or any End User). For the avoidance of doubt, even if you do have a Custom EULA, use of the Developer App by End User shall also be subject to the Default Terms.

6. **End User Support.** You are solely responsible for providing support (if any) to your End Users with respect to your Developer Apps and any associated Devices or services provided by you or on your behalf. You will provide the Company with a current email address and phone number to which the Company may direct inquiries from End Users regarding your Developer Apps (provided that the Company is not obligated to do so).
7. **End User Data & Privacy.** If you directly or indirectly collect, copy, store, transmit, share, or otherwise use or exploit any information regarding any End Users (including, without limitation, any personally identifiable information) (collectively, "**User Data**") via your

Developer Apps or otherwise through your use of the Console (collectively, "**Data Collection Activities**"), then you are solely responsible (a) for ensuring that such Data Collection Activities are conducted in full compliance with all applicable laws, rules, regulations, industry self-regulatory regimes and third-party contracts, terms and policies (including any written policies, guidelines, or principles promulgated by the Company from time to time regarding Data Collection Activities), and (b) for obtaining all consents, authorizations and clearances from End Users and any from other third parties that may be required in connection therewith. You may only engage in Data Collection Activities that are directly relevant to the functionality provided to End Users by your Developer App. Without limiting the generality of the foregoing, you must maintain a privacy policy applicable to your Developer Apps (and any other associated products and services) that (i) is prominently presented to End Users, and (ii) fully discloses your use of the Console and any provision of User Data to the Company as contemplated by this Agreement. You acknowledge and agree that the Company is permitted to use any User Data that you provide to the Company in accordance with the Company's Privacy Policy.

8. **Warranties; Disclaimer.** The parties acknowledge that the Console is provided "AS IS". EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH HEREIN, THE COMPANY AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL (AND HAVE NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES RELATING TO THE CONSOLE OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE COMPANY NOR ITS SUPPLIERS OR LICENSORS MAKES ANY WARRANTY AS TO THE CONSOLE THAT MAY BE OBTAINED FROM THE USE OF THE CONSOLE OR THAT THE CONSOLE WILL BE ERROR-FREE OR AVAILABLE AT ANY GIVEN TIME.
9. **Indemnification.** You will indemnify and hold the Company, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of (i) your Developer Apps, your Developer

Apps' interaction with any Devices, or any Devices provided by you, (ii) your access to or use of the Console, (iii) your violation of this Agreement or any applicable law or regulations, (iv) your negligence or willful misconduct, or (v) any infringement, misappropriation, or violation of any intellectual property or other personal or proprietary right of any person or entity by you, your Developer Apps, your Developer Apps' interaction with any Devices, or any Devices provided by you.

10. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL THE COMPANY BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR FAILURE OR MALFUNCTION OF ANY DEVICE CONNECTED TO THE CONSOLE, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF \$100. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.
11. **Modifications to Console & Agreement.** The Company reserves the right, at its sole discretion, to modify or replace this Agreement, or change, suspend, or discontinue the Console (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Console or by sending you an email. The Company may also impose limits on certain features or services or restrict your access to parts or all of the Console without notice or liability. It is your responsibility to check this Agreement periodically for changes. Your continued use of the Console following the posting of any changes to this Agreement constitutes acceptance of those changes.
12. **Term; Termination.** Unless earlier terminated as set forth below, the term of this Agreement shall commence on the date you accept it, and continue until none of your Developer Apps are listed on the Console. Either party may terminate this Agreement with or without cause upon 30 days' written notice. In addition, the Company may terminate this Agreement immediately upon notice to you and remove your Developer

App from the Console, in the event that (i) you become the subject of a petition in bankruptcy or other proceeding relating to insolvency, or make an assignment for the benefit of creditors, (ii) you are acquired by or become a the Company's competitor, (iii) you breach your confidentiality obligations under this Agreement or infringe or misappropriate the Company's or third party's intellectual property rights, or (iv) the Company determines, based on one or more End User or prospect complaints, that your actions or your Developer Apps create a significant risk of harm to the Company's reputation, business or customer relationships.

13. **Miscellaneous.** You may not assign, delegate or transfer this Agreement, your rights or obligations hereunder, or your Console account, in any way (by operation of law or otherwise) without the Company's prior written consent. The Company may freely transfer, assign, or delegate this Agreement and its rights and obligations without consent. This Agreement is governed by and will be construed under the laws of the State of Israel, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled in Tel Aviv, Israel. You will be responsible for withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Console. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is the complete and exclusive statement of the mutual understanding between you and the Company regarding your use of the Console, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications to this Agreement must be in a writing signed by both parties (except as otherwise provided herein). No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to

bind the Company in any respect whatsoever. You and the Company agree there are no third party beneficiaries intended under this Agreement.

Last updated: April 4th 2020