

By accessing and using the Services, you (the "User") confirm that you are in agreement with and bound by the terms and conditions contained in the Terms of Service outlined below ("T&Cs"). Firefly Ltd. ("Firefly") may choose to correct or amend these T&Cs at any time. If changes occur, Firefly will clearly indicate them at the top of this page with the date of modification and such changes shall be binding upon User without limitation.

To use the Services, the User is required to register by establishing a profile and providing its legal full name, a valid email address, and any other information requested in order to complete the signup process. Failure to provide the information requested will result in a failed registration and no access to the Service.

Terms and Conditions

1. Definitions.

- 1.1. **"Firefly Migration Server"** shall mean Firefly's proprietary software engine which is able to convert Magic/uniPaaS-based applications into the Microsoft .NET platform and C# programming language.
- 1.2. **"Firefly Support Libraries"** shall mean Firefly's proprietary .NET-based software components, provided in source code, which are necessary in order to allow the Migrated Applications to function properly.
- 1.3. **"Migrated Applications"** shall mean the .NET-based applications created by converting the Original Applications using Firefly Migration Server hereunder (not including the Firefly Support Libraries).
- 1.4. **"Original Applications"** shall mean the User's applications loaded to the Firefly Migration Server.
- 1.5. **"Trial Period"** shall mean the length of time commencing on the first date you use the Services and until the lapse of 30 days.

2. Migration Solution.

- 2.1. **Grant of Limited License.** Subject to User's fulfillment of all of its obligations hereunder, Firefly shall grant User the following licenses during the Trial Period and strictly for evaluation purposes (the "**Licenses**"):
 - 2.1.1. **Firefly Migration Server License.** Firefly shall grant User a revocable, limited non-exclusive, personal, non-transferable, non-sublicensable, license to access and use the Firefly Migration Server in order to perform conversions of the Original Application by User during the Trial Period. It is clarified that Firefly may, at any time and in its sole discretion, limit the number of conversions performed by the User
 - 2.1.2. **Firefly Support Libraries License.** Firefly shall grant User a limited, revocable, non-exclusive, royalty-free license to use the Firefly Support Libraries for evaluation purposes only as part of the Migrated Applications for the sole purpose of utilizing the Migrated Applications during the Trial Period.
- 2.2. **The Services.** Subject to these T&Cs, Firefly shall allow User a limited, one time, revocable access for evaluation purposes to Firefly's Migration Server for the sole purpose of converting its Original Applications into the Migrated Applications (the "**Services**"). Firefly shall reserve the right to require additional payment for any services provided to User outside the original scope of Services defined herein; any such additional payment will be agreed to in advance by the User in writing.
- 2.3. **User Materials.** User hereby grants to Firefly a non-exclusive, non-transferable limited license to use all materials, data and information provided to it by User as necessary in order to allow Firefly to perform the Services. User shall be solely responsible for the Original Applications and any other content that the User uploads on or through the Services ("**User Materials**"), including its legality, reliability, non-infringement and appropriateness. By using the Services, User represents and warrants that: (i) the User Materials is owned by the User and/or the User has the right to use it and the right to grant Firefly the rights and license as provided in these T&Cs, and (ii) that the User Materials does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. Firefly reserves the right to terminate the Services of anyone found to be infringing on a copyright. User shall retain any and all of User's rights to any User Materials User uploads on or through the Services and User is responsible for protecting those rights. Firefly shall take no responsibility and assume no liability for User Materials uploaded through the Services. Firefly retains the right but not the obligation to monitor all User Materials provided through the Services. User may not distribute, modify, transmit, reuse, download, repost, copy, or use the Services, the Firefly Support Libraries or the Migrated Applications, whether in whole or in part, for commercial purposes or for personal gain.

3. **Restrictions.**
 - 3.1. **No Implied License.** Except for the limited rights and licenses expressly granted hereunder, no other license is granted and no other use is permitted. User shall not take any action inconsistent with such rights.
 - 3.2. **Restrictions.** User shall not: (a) use the Services, any documentation or any of Firefly's Confidential Information (as defined below) provided hereunder to create any software, documentation or service that is similar to or competes with the Services or any documentation provided in connection therewith, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Firefly Migration Server, or the Confidential Information therein (except and only to the extent that these restrictions are expressly prohibited by applicable statutory law), or otherwise circumvent any technological measure that controls access to the Services, (c) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party, (d) disclose any performance or benchmarking information to any third party, (e) use the Services or the Migrated Applications for any purpose (including commercial purposes) other than evaluation of the Services, or (e) permit any third party to engage in any of the foregoing proscribed acts.
 - 3.3. **Account.** (a) User login may only be used by one person - a single login shared by multiple people is not permitted, (b) User shall be responsible for maintaining the security of its account and password. Firefly cannot and will not be liable for any loss or damage from User's failure to comply with this security obligation, (c) User shall be responsible for all activity that occurs under its account, (d) One person or legal entity may not sign up for more than one test or trial account, and (e) User agrees to immediately notify Firefly of any unauthorized use of the Services or any other breach of security known to User.
 - 3.4. **Fees.** User will receive the Services without charge in accordance with the terms set forth therein, solely for evaluation purposes and for the Trial Period only.
4. **Confidentiality.** Each party agrees that all code, inventions, algorithms, and know-how and all other business, personally-identifiable information, financial, operational and technical information obtained from the other is the confidential property of the disclosing party ("Confidential Information" of the disclosing party). Except as allowed herein, during the term of these T&Cs and after any termination hereof, the receiving party will hold in confidence and not disclose any part of the Confidential Information to any person other than those of the receiving party's employees, officers, contractors or agents who require access to the Confidential Information in order to perform their obligations under these T&Cs, and who are under confidentiality undertaking to the receiving party. Confidential Information shall not include information the receiving party can document: (a) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; (b) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (c) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or (d) was independently developed by employees or consultants of the receiving party without use of the Confidential Information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. Upon the expiration or termination of these T&Cs, all of the Confidential Information (including any copies) will be returned to the disclosing party or destroyed, and the receiving party will make no further use of such materials. Money damages will not be an adequate remedy if this Section 7 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety. (d) not, nor allow or facilitate a third party, to violate or infringe any rights (including without limitation copyrights, rights of publicity or privacy and trademarks) of others or Firefly's policies or the operational or security mechanisms of the Services.
5. **Term and Termination.**
 - 5.1. **Term.** Unless earlier terminated as provided below, these T&Cs and the Services provided hereunder shall commence on the Effective Date and shall continue through the end of the Trial Period.
 - 5.2. **Termination.** These T&Cs and Services hereunder may be earlier terminated by Firefly at any time and for any reason without prior written notice.
 - 5.3. **Effects of Termination.** Upon termination or expiration of these T&Cs all corresponding rights, obligations and licenses granted to the User (including the licenses set forth in Section 2.1.2 and the right to use the Migrated Applications) shall cease.
6. **Ownership; Feedback.**

As between the Parties, Firefly owns and shall retain all title, interest and rights, including intellectual property,

in and to the Firefly Migration Server, the Firefly Support Libraries and the Services, including without limitation any and all data, reports, communications, material, deliverables, work product, software, hardware, information, innovations, inventions (including corresponding invention disclosures, patent applications and issued patents, including all foreign counterparts, divisions, continuations, continuations-in-part, reissues, reexaminations, or supplemental patent certificates thereof or therefor), know-how, presentations, lectures, or discoveries (whether or not patentable or copyrightable), and all enhancements, improvements and derivatives thereof, and User receives no rights thereto except the limited, revocable, non-sublicensable, non-exclusive right to use the Services, subject to these T&Cs. User is and shall remain the owner of the Original Applications. No ownership of the Services or Firefly's Confidential Information is transferred by these T&Cs. Any feedback, developments, recommendations or modifications made during the Trial Period by Firefly or User relating to the Services, whether or not influenced or suggested by User, are the sole property of Firefly.

7. **Security and User Data.**

- 7.1. Firefly implements information security tools and procedures to secure data received from User during the Trial Period. While such tools and procedures reduce the risk of security breaches, they do not provide absolute security given the nature of the Internet, and Firefly does not guarantee that the Services will be immune from any unlawful interceptions or unauthorized access.
- 7.2. Firefly does not require any transfer of User's personal information for the purposes of providing the Services as part of the Original Application(s). Should User choose to provide such information as part of its Original Application(s), User grants Firefly its explicit consent to transfer any such personal information to Firefly's servers solely for the purposes described in these T&Cs.
- 7.3. Firefly will treat the data and information provided by the User pursuant to these T&Cs in accordance with these T&Cs and its Privacy Policy published at <https://www.fireflymigration.com/privacy-policy>, as may be amended from time to time.

8. **Representations; Limited Warranty; Disclaimer.**

- 8.1. **Mutual Representations.** Each party represents and warrants that: (a) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into these T&Cs and to perform its obligations hereunder; (b) these T&Cs are legally binding and enforceable in accordance with its terms; and (c) the performance of these T&Cs does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.
- 8.2. **Exclusion of Warranties.** THE SERVICES AND THE MIGRATED APPLICATIONS ARE PROVIDED "AS IS" WITH ALL FAULTS. FIREFLY MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
- 8.3. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FIREFLY OR ANY REPRESENTATIVE THEREOF BE LIABLE IN CONNECTION WITH THESE T&CS TOWARDS ANY PARTY FOR ANY DAMAGES, INCLUDING LOSS OF DATA, LOSS OF SYSTEM AVAILABILITY, LOSS OF COMPUTER RUN TIME, LOST PROFITS, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF FIREFLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK GIVEN THE CIRCUMSTANCES OF THE SERVICES AND THESE T&CS. USER AGREES THAT ITS INSURANCES, WITHOUT SUBROGATION AGAINST FIREFLY OR ITS REPRESENTATIVES, ARE ITS SOLE RECOURSE HEREUNDER. ANY CLAIM AGAINST FIREFLY MUST BE MADE WITHIN SIX MONTHS AFTER THE CAUSE OF ACTION AROSE. WITHOUT LIMITING THE FOREGOING, IF FIREFLY IS FOUND BY A COMPETENT AUTHORITY TO BE LIABLE FOR ANY DIRECT DAMAGES INCURRED BY USER, DUE TO ANY WILLFUL ACT BY FIREFLY, FIREFLY'S ENTIRE LIABILITY SHALL BE LIMITED TO US\$ 1.

9. **Miscellaneous.**

- 9.1. **Governing Law.** These T&Cs shall be governed by and construed in accordance with, the laws of the State of Israel without regard to conflicts of law provisions thereof, and the eligible courts of Tel-Aviv-Jaffa, shall have exclusive jurisdiction over all disputes between the parties.

- 9.2. Waiver. No provision of right, power or privilege under these T&Cs shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an instrument in writing signed by an authorized representative of each party.
- 9.3. Severability. If any provision of these T&Cs shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these T&Cs shall otherwise remain in full force and effect and enforceable.
- 9.4. Entire Agreement. These T&Cs, including any referenced attachments, exhibits and/or incorporated documents, shall constitute the entire understanding between the parties regarding the subject matter described herein and supersedes any previous communications, representations or agreements whether oral or written regarding such subject matter.
- 9.5. Relationship of the Parties. The parties hereto shall each be independent contractors in the performance of their obligations under these T&Cs, and nothing contained herein shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint ventures' or partners for any purpose.
- 9.6. Assignment. User may not assign or transfer any of its rights or obligations hereunder without the prior written consent of Firefly, and any such attempted assignment shall be void. Firefly may assign its rights or obligations hereunder, in whole or in part, without limitation.