



END-USER LICENSE AGREEMENT (EULA) for the Fime Test Factory™ Modules

This End-User License Agreement (EULA) applies to the Customer, meaning the legal entity who purchased one or more Subscriptions (Licenses) for Modules that are accessed via the Fime Test Factory (“FTF” or “Platform”) and any of the Authorized Users of any Modules where an “Authorized User” is an employee, contractor, or other representative of the Customer. The terms of this EULA shall be considered as an integral part of the Agreement between the Customer and Fime governing the access to and use of the Modules as part of a Subscription.

1. Definitions

Unless otherwise indicated, terms such as “You”, “Yours”, refers to the individuals who will access the FTF as Authorized Users of the Customer, where “Customer” refers to the entity who purchased the Subscription. Any terms in capital letters that are not defined in the text shall have the definition assigned to them in the Agreement between the Customer and Fime.

“Hosted Infrastructure”: refers to the hardware and software components (including but not limited to, the servers, cloud based networks and software that can be accessed by the Customer delimited by the FTF Authentication interface on the FTF Portal) used by Fime to make the FTF Test Tools available to Customers as a cloud-based solution for use as permitted hereunder. Hosted Infrastructure specifically excludes any hardware, software or telecommunication networks outside of the scope of Fime’s direct or indirect control (such as, but not limited to, the internet and telecommunications networks used by the Customer to connect to the Hosted Infrastructure and any Customer software and hardware).

2. Access to the FTF Modules

2.1 You, as an Authorized User, have a personal, distinct, secure access to the Hosted Infrastructure and the Module(s) via the account created for you either by Fime or by the Customer Administrator, where the Customer Administrator is the primary technical interface between the Customer and Fime.

2.2 Access to, and use of the Modules shall be made in accordance with the procedures as described in the relevant User Guides. Fime is responsible for the Hosted Infrastructure, but does not control nor accept any responsibility in relation to any event occurring outside of the scope of the Hosted Infrastructure, including, but not limited to, internet connectivity, bandwidth limitations and any other similar issues. Fime’s obligations hereunder are limited



to maintaining the FTF in accordance with the specifications and minimum requirements set forth herein and as otherwise communicated by Fime from time to time.

2.3 As previously mentioned, your access to the Modules is personal and CONFIDENTIAL. You shall take all measures as defined by your employer and industry best practices to ensure that no third parties gain access to your login credentials.

2.4 Under no circumstances shall you share your login credentials with anyone, including another Authorized User. Lost passwords can be reset via the login screen; Fime's customer support service cannot recover your password for you.

3. Confidentiality

3.1. You will have access to Fime's (the LICENSOR'S) Software and related Documentation, as represented by the Modules and potentially in the form of "interface elements" which are required to link the device to be tested to the Module, as well as the associated Documentation. As an Authorized User, you must comply with the confidentiality obligations under this Agreement as stated in the Agreement and summarized here for your convenience.

3.2. Upon the LICENSOR's written request, you shall, at the LICENSOR's option, return or destroy the LICENSOR's Confidential Information in your possession or under your control.

3.3. For the purposes of this Agreement, "Confidential Information" shall mean information of, relating to, or provided by the LICENSOR and its affiliates, whether in written, oral, electronic or other form, which (i) is designated as confidential or proprietary, or (ii) should reasonably be considered confidential given its nature or the circumstances surrounding its disclosure, regardless of whether or not it is expressly designated as confidential, including information and facts concerning business plans, customers, prospects, personnel, suppliers, partners, investors, affiliates or others, training methods and materials, financial information, marketing plans, sales prospects, customer lists, inventions, program devices, discoveries, ideas, concepts, know-how, techniques, formulas, blueprints, software (in object and source code form), documentation, designs, prototypes, methods, processes, procedures, specifications, codes, and any technical or trade secrets, including all copies of any of the foregoing and any analyses, studies or reports that contain, are based on, or reflect any of the foregoing. The Confidential Information of the LICENSOR shall include the SOFTWARE and the associated documentation.

3.4 Confidential Information shall also include any information exchanged during technical support sessions.

3.5 In accordance with the provisions of the Fime General Terms and Conditions of Sale and Supply, and the Specific Terms and Conditions for the FTF, Fime shall be responsible for ensuring the confidentiality of the Customer's information stored on the FTF, subject to the Customer's compliance with the requirements of this End User License Agreement (EULA), and in particular, the Customer's obligations to ensure the physical and logical security of the Customer equipment and Network that is used to access the Platform.



4. Data Protection including Personal Data

4.1 Authorization to encrypt data

Fime understands the importance of protecting your data, so data stored in the Fime Test Factory, including the limited Personal Data that you share with us, is encrypted using the type of key specified by the relevant certifying authority for that purpose. However, since we are storing the data on your behalf, we require your permission to encrypt the data. Given that we cannot provide appropriate security without encryption, we consider that you have given your permission to encrypt your data when you login to your account.

If you do not agree with our data encryption policy, please contact customer support (toolsupport@fime.com) and refrain from logging into your account until the matter has been resolved.

4.2 In order to provide you with your login credentials and access to the Modules and system support, Fime is required to store a minimal amount of your personal data.

The Personal Data that will be stored for an Authorized User is as follows:

- Name
- Business email
- Business Phone Number
- Employer

We will store this information for the period of the Subscription purchased (and eventually renewed) by your Employer, and for a period of roughly 12 months following the expiration of the Subscription. At the end of that period, any information regarding your account will be archived – any personal data can be made anonymous.

Should you have any concerns regarding the use or the storage of your personal data, please reach out to Fime's Data Protection Officer at the following address: dpo@fime.com.

5. General obligations regarding the use of the Modules

The following restrictions shall apply to the Customer and any Authorized Users:

- a. You must not use the Modules in any way that causes, or may cause, damage or impairment of the availability or accessibility to the Modules.
- b. You must not use the Modules in any way that is unlawful, illegal, fraudulent, harmful or infringing any third-party rights; or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- c. Access to the FTF Modules provided to You are subject to the condition that You do not (and do not allow any third party to)
 - (i) copy, modify, adapt, tamper with, or otherwise make any changes to the Modules or any part thereof;



- (ii) write or develop any derivative works based upon the Modules or any software used to interface equipment with the Modules;
- (iii) reverse engineer, disassemble, decompile, translate, or otherwise attempt to discover any source code, algorithms, tags, specifications, architecture, structure, or other elements of the Modules, in whole or in part, for competitive purposes or otherwise;
- (iv) use unauthorized versions of the Modules including, without limitation, for the purpose of building a similar or competitive product or service or for obtaining unauthorized access to the Modules;
- (v) provide passwords or other log-in information to any third party.
- (vi) store in any form, any content other than content generated by a legal use of the Modules in the memory reserved for use of the FTF Modules.

d. In the event that Fime has sufficient evidence that the conditions of this Section 5.0 have been breached, Fime may suspend your access to the Platform pending further investigation, and may quarantine or delete any non-authorized content from the system.

6. Delimitation of Customer Equipment and Hosted Infrastructure

6.1. You are responsible for the provision and maintenance of the terminal devices required for the use of the Modules, the data line for access to the Modules (e.g. hardware and operating system, network devices, rental or internet connection, etc.) and shall ensure that their configuration and technical status comply with the Fime's current technical requirements. Technical information related to support browsers can be found in the Modules User Guides.

6.2. The costs of remote access by You (in particular for the required terminal equipment and the connection costs of You) are borne by You, who alone bears the responsibility for the availability of the telecommunications connection. Fime is responsible for all the costs related to the Hosted Infrastructure, the limit of the Hosted Infrastructure is the login screen on the Platform.

6.3. As per the Specific Terms and Conditions for the FTF, Fime will make all reasonable efforts to ensure that you can access the Platform outside of the periods reserved for planned maintenance. You agree to notify Fime as quickly as possible of any difficulties accessing the Platform or a specific Module.

7. Access to older versions and discontinued modules

7.1 Access to prior versions:

The subscription to the Fime Test Factory includes constant maintenance of the Test Factory and the associated Test Libraries. In general, the versions change when the



relevant certifying authority modifies the specifications and/or test plans. Fime will make all reasonable efforts to provide the updated modules as quickly as possible. Some users may require access to prior versions for regression testing or to resolve issues identified in the field. Fime will archive the older versions for a period not less than two years; we reserve the right to charge a reasonable fee for access to previous versions.

7.2 Access to discontinued versions:

Should Fime decide to remove a particular Test Library from the Test Factory, in general because the Certifying Authority no longer supports or maintains the related specifications, we shall archive the last official version of the Test Library for not less than three years following the date that the Test Library is removed from the Test Factory. It will be possible, when necessary, to access the discontinued Test Libraries and recreate the test environment for a given test for a three year period following removal of the Test Library.