

# Terms of Use

Welcome to Firefly (together with the software-as-a-service (SaaS) platform and its domains, subdomains, Content, Marks and services, the “**Platform**”). Please read the following Terms carefully before using this Platform so that you are aware of your legal rights and obligations with respect to Infralight Ltd. doing business under the name “Firefly” (“**Firefly**”, “**we**”, “**our**” or “**us**”). By accessing or using the Platform as a software-as-a-service (SaaS) basis, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms, together with the Firefly Privacy Policy (the “**Terms**”). You represent and warrant that you are at least 18 years old and, if you are entering into these Terms on behalf of your employer or other legal entity, that you have full authority to bind said employer or other legal entity to these Terms. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms please do not access or use the Platform.

## 1. Background

The Platform is intended to manage cloud assets, translate cloud resources into Infrastructure-as-Code, and detect infrastructure drifts (the “**Service(s)**”). The Services include: (i) the software that you access via the Platform; (ii) the products, services and features made available or provided to you by Firefly in connection with the Service; and (iii) the content, text, documents, articles, brochures, descriptions, products, graphics, photos, sounds, videos, interactive features, and the trademarks, service marks and logos (“**Marks**”), contained in or made available through the Service.

## 2. Modification

We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective 10 days following posting of the revised Terms via the Platform, and your continued use of the Platform thereafter means that you accept those changes.

## 3. Platform Access

For such time as these Terms are in effect, we hereby grant you permission to visit and use the Platform provided that you comply with these Terms and applicable law.

## 4. Subscription to the Service

Subject to your compliance with these Terms, Firefly hereby grants you, and you accept, a non-exclusive, non-transferable, non-sublicensable, and fully revocable right to access and use the Service during the Term (as defined below) for your internal purposes only.

## 5. Restrictions on Use

You must not, and shall not allow any third party to: (i) give, sell, rent, lease, timeshare,

sublicense, disclose, publish, assign, market, transfer or distribute any portion of the Service to any third party, including, but not limited to, your affiliates, or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service; (iii) reverse engineer, decompile or disassemble the Service or any components thereof; (iv) modify, translate, patch, alter, change or create any derivative works of the Service, or any part thereof; (v) use any robot, spider, scraper, or other automated means to access the Service for any purpose; (vi) take any action that imposes or may impose (at Firefly's sole discretion) an unreasonable or disproportionately large load on the Firefly infrastructure; (vii) interfere or attempt to interfere with the integrity or proper working of the Service, or any related activities; (viii) remove, deface, obscure, or alter Firefly's or any third party's copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service, or use or display logos of the Service differing from Firefly's own without Firefly's prior written approval; (ix) use the Service to develop a competing service or product; (x) use the Service to send unsolicited or unauthorized commercial communications and/or (xi) use the Service in any unlawful manner or in breach of these Terms. You agree to remain liable to Firefly for any act or omission of any third party acting on your behalf that would constitute a breach of these Terms if such acts or omissions were by you.

## 6. Account

In order to use the Service, you have to create an account ("**Account**"). You must not allow anyone other than yourself or your respective employees to access and use your Account. You acknowledge and agree: (i) to provide accurate and complete Account and login information (e.g., full name, email and job title); (ii) to keep all Account login details and passwords secure at all times; (iii) to remain solely responsible and liable for the activity that occurs in connection with your Account; and (iv) to promptly notify Firefly in writing if you become aware of any unauthorized access or use of your Account or the Service. You may cancel your Account at any time by sending a cancellation request to us at [contact@gofirefly.io](mailto:contact@gofirefly.io), in which case we will use commercially reasonable efforts to respond within a reasonable time or directly on Firefly's website.

## 7. Intellectual Property Rights

### 1. Title

Title and full, exclusive ownership rights of the Service (and all parts thereof), and all reproductions, corrections, modifications, enhancements and improvements, and all related patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill, including data related to your usage thereof, and Firefly's intellectual property, and any rights therein not explicitly granted to you hereunder, are reserved to and shall remain solely and exclusively proprietary to Firefly (or its third party licensors). "Firefly", the Firefly Logo, and other marks are Marks of Firefly or its affiliates. If you download or print a copy of the

Service you must retain all copyright and other proprietary notices contained therein.

## **2. Use of Content**

Content (as defined herein) on the Platform is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, decompiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein. “**Content**” shall mean any content on the Platform, including without limitation: (i) the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features and services; and (ii) Marks contained in or made available through the Service.

## **8. Third Party Sources and Content**

. The Platform may enable you to view, access, link to, and use content from Third Party Sources that are not owned or controlled by us (“**Third Party Content**”). The Platform may also enable you to communicate and interact with Third Party Sources. “**Third Party Source(s)**” means third party websites and services.

- a. We are not affiliated with and have no control over any Third Party Sources. We do not assume any responsibility for the content, terms of use, privacy policies, actions or practices of, any Third Party Sources. Please read the terms of use and privacy policy of any Third Party Source that you interact with before you engage in any such activity.
- b. We are not responsible for, and we expressly disclaim all warranties regarding, the accuracy, appropriateness, usefulness, safety, or Intellectual Property Rights (as defined below) of, or relating to, any Third Party Content.
- c. We do not endorse any advertising, promotions, campaigns, products, services or other materials that is included in any Third Party Content or that is communicated to you from a Third Party Source.
- d. You always have the choice of deciding whether or not to interact with a Third Party Source or to view and use Third Party Content. Your interaction with a Third Party Source and your use of, and reliance upon, any Third Party Content is at your sole discretion and risk.
- e. You are solely responsible and liable for your interaction with a Third Party Source. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against Firefly, and release Firefly from any and all liability, arising from your use of and interaction on any Third Party Content and from your interaction with any Third Party Source. If you have any query or complaint regarding a Third Party Source or any Third Party Content, you agree to contact the Third Party Source directly.

## 9. User Content

### . Responsibility

The Platform may permit the accessing, transmitting, temporary hosting and sharing of content by you, including your respective Third Party Content (“**User Content**”). You shall be solely responsible for your User Content and the consequences of accessing, transmitting, temporary hosting and sharing such User Content via the Platform.

### a. Ownership

You represent and warrant that you own or have the necessary rights and permissions to use and authorize Firefly to use all Intellectual Property Rights in and to your User Content, and to enable inclusion and use thereof as contemplated by the Platform and these Terms. “**Intellectual Property Rights**” means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic.

You retain all of your ownership rights in and to your User Content.

## 10. Feedback

It is anticipated that you may provide suggestions, comments or other feedback to Firefly regarding the Service and/or the Platform, including but not limited to, new features, functionality, techniques or business methods (“**Feedback**”). Feedback will not create any confidentiality obligation for Firefly and shall be deemed the sole property of Firefly. Without derogating from the above, Firefly will be free to adopt such items for any of its products or services, use it in any other manner, disclose, reproduce, license or otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You hereby waive any right to the Feedback, including but limited to, any right for royalties or any other consideration. Furthermore, you hereby undertake not to disclose to Firefly any confidential information or proprietary information of any third party.

## 11. Information Description

We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Platform is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

## 12. Disclosure

We reserve the right to access, read, preserve, and disclose any information that we

obtain in connection with the Platform, and your use thereof, as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce these Terms, including to investigate potential violations of them; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Firefly, its users or the public.

### **13. Privacy Policy**

You acknowledge and agree that your use of the Service, including, without limitation, any information transmitted to or temporarily stored by Firefly, is governed by the Firefly Privacy Policy at <https://www.gofirefly.io/privacy> (“**Privacy Policy**”). You agree that we may use information that you provide or make available to us in accordance with the Privacy Policy.

### **14. Warranty Disclaimers**

- . This section applies whether or not the services provided under the Platform are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.
- a. THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. FIREFLY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. FIREFLY DOES NOT GUARANTEE THAT THE PLATFORM WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE PLATFORM MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT FIREFLY WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE PLATFORM BY A THIRD PARTY.
- b. FIREFLY DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT.
- c. YOU SPECIFICALLY ACKNOWLEDGE THAT FIREFLY SHALL NOT BE RESPONSIBLE FOR THE USER CONTENT.
- d. YOUR RELIANCE ON, OR USE OF, ANY OF YOUR USER CONTENT, OR

INTERACTION WITH THIRD PARTY SOURCES, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY THIRD PARTY SOURCES IN CONNECTION WITH THE PLATFORM OR ANY USER CONTENT, YOU AGREE THAT FIREFLY IS NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. FIREFLY RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

- e. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, FIREFLY DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE PLATFORM.

## 15. Limitation of Liability

- . TO THE FULLEST EXTENT PERMISSIBLE BY LAW, FIREFLY SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE PLATFORM, EVEN IF FIREFLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.
- a. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF FIREFLY FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE PLATFORM EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY YOU (IF ANY) FOR THE SERVICE DURING THE TWELVE (12) MONTHS PERIOD PRIOR TO BRINGING THE CLAIM OR \$100 USD.

## 16. Limitation of Liability

You agree to defend, indemnify and hold harmless Firefly and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Platform; (ii) your interaction with any Third Party Sources; or (iii) your violation of these Terms.

## 17. Term and Termination

- . These Terms shall become effective on the date that you commence access to or use of the Service (the “**Initial Term**”). Thereafter, these Terms shall automatically renew for successive subscription periods (each a “**Renewal Term**”, and together with the Initial Term, the “**Term**”), or until these Terms are terminated in accordance with the terms herein. If you continue to use the Service

past any subscription period renewal date, you shall be deemed to have renewed these Terms for the corresponding Renewal Term.

- a. We may stop to provide the Service to you at any time, including without limitation in the event that you breach these Terms.
- b. This Section 17 and Sections 7 (*Intellectual Property Rights*), 13 (*Privacy Policy*), 14 (*Warranty Disclaimers*), 15 (*Limitation of Liability*), 16 (*Indemnity*), and 18 (*Independent Contractors*) to 20 (*General*) shall survive termination of these Terms.

## **18. Independent Contractors**

You and Firefly are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Firefly. You must not under any circumstances make or undertake any warranties, representations, commitments or obligations on behalf of Firefly.

## **19. Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Firefly without restriction or notification to you.

## **20. General**

Firefly reserves the right to discontinue or modify any aspect of the Platform at any time. These Terms and the relationship between you and Firefly shall be governed by and construed in accordance with the laws of the United States of America, without regard to its principles of conflict of laws. Firefly may seek injunctive relief in any court of competent jurisdiction in the United States of America. These Terms shall constitute the entire agreement between you and Firefly concerning the Platform. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

*Last updated: December 2024*