



End User License Agreement

This End User License Agreement ("**Agreement**") is a legally binding agreement between **BEAMR IMAGING LTD.**, an Israeli limited company with principal offices located at 10 Hamenofim St, Herzliya, Israel 4672561 ("**Licensor**"), and the individual or entity that downloads, installs, accesses or uses the Licensor Technology through the RTMaps platform ("**Licensee**"). By signing this Agreement, and/or clicking the "accept" or "ok" button during a software installation procedure, or installing and/or using the Licensor Technology, you expressly acknowledge and agree that you are entering into a legal agreement with Licensor, and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement. 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 this Agreement please do not download, install or use the Licensor Technology.

AGREEMENT

1. DEFINITIONS.

All capitalized terms used in this Agreement and defined in the context in which they are used will have the meanings given to them herein. All other terms used in this Agreement will have their plain English meaning as commonly interpreted in the United States.

1.1 "RTMaps" means the RTMaps software platform and ecosystem operated by Intempora SAS, through which the Licensor Technology is distributed, accessed, and used by Licensee. For clarity, RTMaps is a third-party software platform and Licensor is not responsible for the operation, terms, or policies of RTMaps, except as expressly stated herein.

1.2 "Affiliate" means any entity which controls, is controlled by or is under common control with one of the global parties to this Agreement. For purposes of this definition, "control" will mean beneficial ownership (direct or indirect) of more than 50% of the shares of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election of the corresponding managing authority).

1.3 "Confidential Information" shall have the meaning given in Section 4.4.

1.4 "Authorized User" means the person(s), employed or otherwise engaged by the Licensee, who utilizes the Licensor Technology and its components in accordance with this Agreement.

1.5 "Documentation" means written documents, online help files, and other technical information in electronic form or published on any media, prepared for Licensee to assist them in utilizing the Licensor Technology.

1.6 "Intellectual Property Rights" means all intangible legal rights, titles and interests, including without limitation: all inventions, patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets, confidential information, performing rights and all other proprietary rights in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, reexaminations translations,

adaptations, derivations, and combinations thereof and including all goodwill associated therewith.

1.7 “Licensee Product” means the value added software application or system developed, integrated, acquired and used by Licensee or its Affiliates, which utilizes, incorporates, and/or interfaces to the Licensor Technology.

1.8 “Licensor Technology” means the Licensor proprietary software and documentation identified in Exhibit A, as may be updated from time to time.

1.9 “Evaluation License” means a limited license to use the Licensor Technology solely for evaluation purposes for up to one (1) month and for no more than 50 GB of data processed, as may be made available through RTMaps.

1.10 “Usage-Based License” means a license to use the Licensor Technology subject to fees calculated based on the volume of data processed, as may be made available through RTMaps.

2. TERM AND TERMINATION.

2.1 Term and Effective Date. This Agreement becomes effective when Licensee first clicks “accept”, downloads, installs, accesses or uses the Licensor Technology through RTMaps, and will continue until terminated in accordance with this Agreement. If Licensee receives the Licensor Technology under an Evaluation License, the Term of such Evaluation License shall expire automatically at the end of the applicable evaluation period unless earlier terminated in accordance with this Agreement. If Licensee receives the Licensor Technology under a Usage-Based License, the applicable license term shall be as designated through RTMaps and may be renewed in accordance with the applicable RTMaps ordering or subscription flow.

2.2 Termination for Default. Either party may terminate this Agreement if the other party fails to perform any material obligation under this Agreement and such failure is not cured within thirty (30) days following written notice of such failure to the defaulting party.

2.3 Effects of Termination. As of the date of termination or expiration of this Agreement and beyond:

(a) all rights granted to Licensee under this Agreement shall immediately terminate;

(b) Licensor shall have no further obligation to make the Licensor Technology available to Licensee, whether directly or through RTMaps;

(c) Licensee shall immediately cease all access to and use of the Licensor Technology;

(d) All licenses to Licensee hereunder shall terminate.

(e) Each party shall return or destroy all Confidential Information and any copies thereof, disclosed by the other party, except as needed for any surviving rights stated above. Upon request, each party shall certify in writing to the other its compliance with the terms of this Section 2.3(e).

(f) In addition to provisions which survive pursuant to the foregoing, the provisions of Sections 1, 2.3, 4, 5, 6, 7 and 8, any Licensee indemnity obligations, and any other provisions that by their nature are intended to survive, shall survive any termination or expiration of this Agreement.

3. GRANT OF RIGHTS, DELIVERY AND SUPPORT.

3.1 Grant of Rights. Subject to Licensee's compliance with this Agreement, Licensor grants Licensee a limited, nonexclusive, non-transferable, non-sublicensable, revocable license during the Term to install, access and use the Licensor Technology and related Documentation, solely in object code form, solely through RTMaps, and solely in accordance with the rights granted in, and subject to the limitations of, Exhibit B. If Licensor Technology is provided under an Evaluation License, Licensee may use it solely for internal evaluation purposes and not for production or commercial use. This Agreement does not govern commercial terms, pricing or billing arrangements between Licensee and RTMaps. For clarity, Licensee shall not have the right to modify, adapt, or create derivative works of the Licensor Technology itself, except as explicitly permitted by the functionality of the RTMaps platform for the purpose of integrating the Licensor Technology into Licensee Product.

3.2 Support Services. First-line technical support and routine customer support for the Licensor Technology shall be provided through RTMaps. Licensor may, but is not obligated to, provide RTMaps with updates, bug fixes, patches or other maintenance releases relating the Licensor Technology. Licensor shall not be obligated to provide direct support to Licensee, and any additional support beyond that provided through RTMaps shall be subject to a separate written agreement between Licensor and Licensee.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1 Ownership Rights. All right, title and interest in and to Licensor Technology, any derivatives, enhancements, improvements, updates, and new releases thereof and modifications thereto, including associated Intellectual Property Rights, evidenced by or embodied in and/or attached and/or connected and/or related to Licensor Technology, are and will remain solely and exclusively with Licensor and/or its Affiliates or licensors. Except for the rights to use the Licensor Technology as described in this Agreement, delivery of the Licensor Technology to Licensee does not convey to Licensee or any third party any rights (express or implied) in or to the Licensor Technology, including any derivatives, enhancements, updates, improvements and new releases thereof and modifications thereto, but only a limited right of use in accordance with the terms herein. Nothing in this Agreement constitutes a waiver of Licensor's and/or its Affiliates' Intellectual Property Rights under any law or otherwise.

4.2 Suggestions and Feedback. It is understood that Licensee may, at its sole discretion, directly or indirectly provide Licensor with suggestions and/or comments with respect to the Licensor Technology and/or any services performed by Licensor ("**Feedback**"). Licensee represents that it is free to do so and that it shall not knowingly provide Licensor with Feedback that infringes upon third parties' intellectual property rights. Licensee further acknowledges that notwithstanding anything herein to the contrary, Licensor may use any such Feedback in any way Licensor chooses. It is further understood that use of Feedback, if any, may be made by Licensor at its sole discretion, and that Licensor in no way shall be obliged to make use of any kind of the Feedback or part thereof.

4.3 Copyright Notices. Licensee agrees not to remove or destroy any copyright, logo, trademark, trade name, proprietary markings or confidentiality legends placed upon or contained within the Licensor Technology and/or Documentation, their containers or any related materials or documentation.

4.4 Confidentiality. Licensee acknowledges that the Licensor Technology, including its object code, structure, organization, non-public functionality, Documentation, all information related to Licensor and/or the Licensor Technology, and the terms of this Agreement, constitute Licensor's Confidential Information. Confidential Information does not include information which: (A) is or becomes generally publicly available through no fault of Licensee; (B) is independently developed by Licensee without use or reliance on Licensor's Confidential Information; and/or (C) is rightfully in Licensee's possession (without confidentiality obligation) at the time of disclosure hereunder. Licensee shall protect Licensor's

Confidential Information using at least reasonable care, shall use it solely as permitted under this Agreement, and shall not disclose it to any third party except to Authorized Users who have a need to know such Confidential Information in order for Licensee to exercise its rights or perform its obligations under this Agreement; provided, however, that such personnel are subject to substantially similar written confidentiality undertakings as contained herein. In the event Licensee is required to disclose Licensor's Confidential Information pursuant to any law, regulation, or governmental or judicial order, Licensee will (a) promptly notify Licensor in writing of such law, regulation or order, (b) reasonably cooperate with Licensor in opposing such disclosure, and (c) only disclose to the extent required by such law, regulation or order. Licensee represents and warrants that it is authorized to grant Licensor the right to access and use any information provided by Licensee to Licensor for the purpose of performing the Licensor Technology's function. Licensee shall comply with all applicable laws relating to the information provided to Licensor, including data protection and privacy laws and regulations, and it will indemnify, defend and hold harmless Licensor from and against any claim, suit, or proceeding brought against Licensor arising out of or relating to such use of information in breach of such laws or regulations.

4.5 Markings. Licensor intellectual property is generally marked as "Beamr", "Beamr Imaging", or "Beamr Video". All such markings denote documents and intellectual property owned by Licensor (provided that a failure to include such marking shall not derogate from any intellectual property rights of Licensor).

4.6 Privacy. We will use any personal information that we may collect or obtain in connection with the Licensor Technology in accordance with our privacy policy which is available at <https://cloud.beamr.com/privacy.html> ("**Privacy Policy**"), and you agree that we may do so. Please also be aware that certain personal information and other information provided by you in connection with your use of Licensor Technology may be stored on your Device (even if we do not collect that information). You are solely responsible for maintaining the security of your Device from unauthorized access.

5. LIMITED WARRANTIES.

5.1 Mutual. Each party (the "**Warranting Party**") represents and warrants to the other that:

(a) The Warranting Party has, and will at all relevant times continue to have all requisite power, authority and licenses to enter into this Agreement and fulfill its obligations under this Agreement;

(b) The Warranting Party's execution, delivery and performance of this Agreement does not and will not violate any judgment, order, or decree, nor does it constitute a material default or breach of any of the Warranting Party's existing contracts; and

(c) The Warranting Party has not violated and will not violate any applicable laws, rules or regulations regarding the offering of unlawful inducements in connection with this Agreement.

5.2 Authority to License. Licensor warrants that it has: (i) good and merchantable title to Licensor Technology; and/or full power and authority to license it to Licensee; and (ii) full power and authority to convey all other rights and licenses granted herein to Licensee under this Agreement. Except as otherwise expressly set out in this Agreement, Licensor does not grant any warranties, (express, implied, statutory or otherwise) with respect to Licensor Technology, including without limitation that Licensee's use of Licensor Technology will be uninterrupted or will be error-free or secure.

5.3 Functionality. For 90 days after Licensee receives the Licensor Technology or for the warranty period required by applicable law, whichever is longer (the "**Warranty**

Period”), the Licensor Technology will substantially conform to the Documentation in all material respects. Licensee's sole remedy and Licensor's sole and exclusive obligation in the event of breach of the foregoing warranty is that Licensor shall use reasonable efforts to remedy any such breach

5.4 Safe Licensor Technology. Licensor warrants that, to the best of its knowledge, Licensor Technology will not contain any computer program file such as virus and time code limitations, which contains code that will prevent the Licensor Technology from being materially functional during the license term.

5.5 No Other Warranties. THE LICENSOR WARRANTIES SPECIFIED IN THIS SECTION 5 ARE LIMITED WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, LICENSOR TECHNOLOGY, DOCUMENTATION AND ALL SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ALL OTHER WARRANTIES, OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, NON INTERFERENCE, ACCURACY OF DATA, ACCURACY OF INFORMATIONAL CONTENT, SYSTEM INTEGRATION, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS OF PRIVACY AND PUBLICITY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

FURTHERMORE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, LICENSOR DOES NOT WARRANT THAT THE LICENSOR TECHNOLOGY WILL MEET LICENSEE’S (OR OTHER THIRD PARTY’S) REQUIREMENTS OR WILL OPERATE IN THE COMBINATION THAT MAY BE SELECTED BY LICENSEE (OR OTHER THIRD PARTY) OR THAT THE OPERATION OF THE LICENSOR TECHNOLOGY WILL BE SECURE, ERROR-FREE, OR UNINTERRUPTED. FOR CLARITY, LICENSOR SHALL HAVE NO LIABILITY FOR THE LICENSEE PRODUCTS CREATED BY LICENSEE.

6. INDEMNIFICATION.

6.1 No Standard Essential Patent Rights; Third Party Software Licenses. Licensee acknowledges that Licensor Technology implements video coding standards, and makes use of and enables H.264 / AVC and H.265 / HEVC video encoding and decoding technology covered by standard-essential patents represented by one or more owners (including but not limited to patent pools such as MPEG LA, Via, SIPRO, HEVC Advance, Velos Media) and other entities. Licensee is responsible to identify and obtain all necessary licenses for applicable audio, video, image and multimedia standard essential patents. Licensee agrees and acknowledges that Licensor shall not be responsible for Licensee or authorized third parties' failure to obtain and pay for any such appropriate license. For clarity, any provision herein which refers to Licensee’s use of standard essential patents, shall be deemed to include Licensee’s obligations with respect to any third party software licenses.

6.2 Intellectual Property Indemnification. Licensor will indemnify, defend and hold harmless Licensee, and its officers, directors and employees (collectively, “**Indemnified Parties**”) from all claims, damages, assessments, costs, losses and other expenses, including but not limited to reasonable attorneys’ fees and costs (collectively, “**Costs**”) finally awarded against or settled with the Indemnified Parties that are arising out of or resulting from any third party’s claim, demand, suit, action or other proceeding (collectively, “**Claims**”) in connection with an assertion that Licensor Technology, when used by Licensee as expressly permitted under this Agreement, infringes a third party’s registered intellectual property rights, excluding any Claim relating to standard-essential patents (as described in Section 6.1). Licensor’s indemnity obligation shall not extend to the extent any Claim is based on (i) an unauthorized modification or use of Licensor Technology made by any third party (including Licensee) other than Licensor or its Affiliates; (ii) the combination of Licensor Technology with any items (software or services) not directly supplied by Licensor or its Affiliates; (iii) the

combination of Licensor Technology with any Licensee product, technology and/or services which are not Licensee Technology; (iv) the use by Licensee of any version which is not the latest available version of Licensor Technology; (v) any deviation from Licensor's written instructions; and/or (vi) Licensee's misconduct or negligence.

6.3 Infringement Allegation Assistance. Notwithstanding anything in this Section 6 to the contrary, if an allegation of infringement is made against Licensee based on the Licensor Technology or Documentation, then Licensee will promptly notify Licensor and shall provide Licensor with reasonable cooperation, access to knowledgeable personnel and information in its possession, custody or control and assistance reasonably requested by Licensor in order to assess and/or address the allegations concerning the Licensor Technology or Documentation. Any Confidential Information disclosed will be subject to the confidentiality provisions of this Agreement.

6.4 Remedial Measures. Without limiting the foregoing obligations, if the Licensor Technology or Documentation or use thereof becomes, or Licensor reasonably believes any of the foregoing may become, the subject of an infringement, wrongful use or misappropriation Claim, Licensor shall, at its option: (i) procure for the Indemnified Party the right to continue to use the affected Licensor Technology or Documentation in the manner contemplated by this Agreement; (ii) modify the Licensor Technology (without material loss of functionality) so that it no longer infringes, wrongfully uses or misappropriates any third-party intellectual property right; (iii) replace or modify the Licensor Technology with a replacement or version that is non-infringing and non-misappropriating, provided that the replacement or modified version is substantially equivalent; or (iv) if none of the foregoing is commercially practicable to implement (in Licensor's sole discretion), terminate this Agreement, in which case the Indemnified Party shall cease offering or using the affected Licensor Technology or Documentation or any Licensee Product.

6.5 SOLE AND EXCLUSIVE LIABILITY. EXCEPT TO THE EXTENT APPLICABLE LAW PROHIBITS LICENSOR FROM DISCLAIMING LIABILITY, THIS SECTION **Erreur ! Source du renvoi introuvable.** SETS FORTH LICENSOR'S SOLE AND EXCLUSIVE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS DESCRIBED HEREIN.

6.6 Indemnification Exceptions. Licensor will have no defense or indemnity obligation for any infringement Claim covered in Section 6.7 below, for which Licensee bears sole responsibility.

6.7 Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless Licensor from Claims related to infringement of any third party intellectual property right, or otherwise arising from: (i) Licensee's or any authorized party's modifications to the Licensor Technology, provided the Claim would not exist but for such modifications; (ii) the combination of Licensor Technology with any software, hardware, service, data or other item not supplied or expressly authorized by Licensor, except for use with RTMaps to the extent contemplated by the Documentation and this Agreement, provided the Claim would not exist but for such combination; (iii) use of the Licensor Technology outside the scope of this Agreement, contrary to Licensor's written instructions or Documentation, or in violation of applicable law; or (iv) failure by Licensee to identify, obtain and comply with the standard essential patent licenses and any applicable third party software licenses described in Section 6.1 of this Agreement.

6.8 Indemnification Procedure. An indemnifying party's obligation to indemnify the indemnified party pursuant to the foregoing paragraphs is subject to the conditions that the indemnifying party is given prompt notice of any such Claims and is given primary control of and all reasonably requested assistance (at the indemnifying party's cost) for the defense of such Claims, provided that any indemnified party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the indemnifying party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, an indemnified party may

participate in the defense at its own expense and with its own counsel. The indemnifying party shall not enter into or acquiesce to any settlement which would adversely affect an indemnified party without that indemnified party's prior written consent (which shall not be unreasonably withheld). The indemnifying party shall keep the indemnified parties advised of the status of the Claims and the defense thereof and shall consider in good faith recommendations made by the indemnified parties with respect thereto.

7. LIMITATION OF LIABILITY.

7.1 EXCEPT IN THE EVENT OF BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR THE SALE OF PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL IN THEIR ESSENTIAL PURPOSE.

7.2 EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS OR BREACH OF EXHIBIT B HEREOF, IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY TO LICENSEE AND/OR ANY THIRD PARTY UNDER THIS AGREEMENT EXCEED THE FEES PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO SUCH DAMAGES, WHETHER PAID DIRECTLY TO LICENSOR OR THROUGH RTMAPS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE AGGREGATE LIMITATIONS AND THUS APPLY TO ANY LIABILITY OF A PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND/OR LICENSORS. THE PARTIES EACH ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT, WITHOUT WHICH THE OTHER PARTY WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT ON THESE TERMS.

8. GENERAL PROVISIONS.

8.1 Assignment. Licensee may not assign this Agreement or any right under this Agreement, nor delegate any obligation under this Agreement, without Licensor's prior written consent, except that Licensee may assign this Agreement to a third party in connection with the merger and acquisition or the sale of all or substantially all of Licensee's assets and securities to such third party, provided that such third party is not a competitor of Licensor. Licensor in its sole discretion may request, prior to consenting to an assignment by Licensee or immediately following notice from Licensee of an assignment pursuant to this Section 8.1, that the assignee or transferee agree in writing to be bound by the obligations of Licensee under this Agreement. Licensor shall have the right to assign without Licensee's consent, including upon merger and acquisitions or the sale of all or substantially all of its assets and/or securities. Any assignment in violation of the foregoing is void. Subject to the foregoing, this Agreement inures to the benefit of, and binds, the parties, their successors and permitted assigns.

8.2 Non-Waiver; Severability. Any delay or failure by either party to exercise any right, obligation or remedy under this Agreement shall not constitute a waiver of such right, obligation or remedy thereafter, or a waiver of any other right or remedy. If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

8.3 Independent Companies. Licensee and Licensor are not agents of each other and may not bind the other party. Each party is responsible for its own collections, tax payments, resale authorizations, and documentation.

8.4 Publicity and Marks. Except as expressly permitted by applicable law or by Licensor's prior written consent, Licensee shall not use Licensor's name, logos, trademarks or

other brand features in any manner that suggests endorsement, affiliation or sponsorship by Licensor. No right, title or interest in or to any Licensor trademark or trade name is granted under this Agreement. Upon request by Licensor, Licensee grants permission to Licensor to use Licensee's logos, symbols or brand names solely to describe Licensee as a customer of Licensor.

8.5 Export Control. You agree to comply fully with all applicable export laws and regulations to ensure that neither the Licensor Technology nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

8.6 Third Party Open Source Software. Portions of the Licensor Technology may include source code provided by NVIDIA Corporation and other third-party open source software that are subject to third party terms and conditions ("Third Party Terms"). This software also uses libraries from the FFmpeg project under the LGPLv2.1 (Copyright (c) the FFmpeg developers). Each component is subject to its own respective license terms. For details, please refer to:

- NVIDIA Video Codec SDK [NVIDIA VIDEO CODEC SDK LICENSE AGREEMENT](#)
- NVIDIA CUDA Toolkit docs.nvidia.com/cuda/eula/index.html
- FFmpeg (LGPL v2.1) ffmpeg.org/legal.html

The FFmpeg source code and build instructions are available upon request at support@beamr.com. If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open source software.

8.7 Distributor Requirements and Usage Rules. If you download the Licensor Technology from a third party platform or service provider ("Distributor"), you acknowledge that the Distributor may have established usage rules which also govern your use of the Licensor Technology ("Usage Rules"). You acknowledge that, prior to downloading the Licensor Technology from a Distributor, you have had the opportunity to review and understand, and will comply with, its Usage Rules. The Usage Rules that are applicable to your use of the Licensor Technology are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the Licensor Technology.

8.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. Each Party hereby waives its right to a trial by jury in any legal proceeding arising out of or relating to this Agreement. Each party expressly excludes the application of the United Nations Convention on Contracts for the International Sale of Goods.

8.9 Jurisdiction. Any dispute arising out of this Agreement will be submitted to and shall be subject to the exclusive jurisdiction of the courts of London, England regarding the dispute and to whose jurisdiction the parties irrevocably submit. Notwithstanding the foregoing, Licensor may seek, provided that Licensor may seek injunctive or other equitable relief in any court of competent jurisdiction.

8.10 Force Majeure. Neither party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's control, including acts of God, civil commotions, strikes, labor disputes, and governmental requirements or acts.

8.11 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if: (a) sent by email or other electronic means (with evidence of transmission), (b) through RTMaps, or (c) by posting within the Licensor Technology, in each case to the contact details most recently provided by the receiving party or otherwise

made available through RTMaps or Licensor's website. Notices will be deemed given upon transmission, if sent electronically, or upon confirmed delivery.

8.12 Entire Agreement; Modifications. This Agreement, together with Exhibit A and Exhibit B constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations and agreements between the parties with respect to the subject matter hereof. Licensor may update this Agreement from time to time by posting an updated version through RTMaps, Licensor's website or the Licensor Technology, and such updated version shall apply upon Licensee's next download, installation, access or use of the Licensor Technology, unless applicable law requires additional notice or consent. Any additional or different terms, stated in any purchase order or other document delivered to Licensor by Licensee, vendor portal, click-through flow or other document of Licensee in connection with this Agreement shall have no effect.

Exhibit A – Licensor Technology Description

Exhibit B – Product Development License Terms

EXHIBIT A - LICENSOR TECHNOLOGY

1. LICENSOR TECHNOLOGY

Beamr Video Compression for RTMaps

The Software is an RTMaps component that provides content-adaptive video compression using Beamr's CABR (Content Adaptive Bitrate) technology. CABR optimizes the rate control of the NVIDIA NVENC hardware encoder to reduce video file sizes while preserving visual and perceptual quality. The output is standard-compliant H.264, H.265, or AV1 video, decodable by any standard decoder.

The Software is designed for use within RTMaps data logging, replay, and cloud data management workflows in the automotive and autonomous vehicle domain.

Package Contents

The Software is delivered as an RTMaps package containing:

- Beamr RTMaps component (beamr_video_compression)
- Beamr CABR NVENC encoder library (libcabrnvenc.so)
- FFmpeg executable (compiled under LGPL v2.1+)
- Documentation and component reference

System Requirements

- NVIDIA GPU with NVENC support
- CUDA 12.1 or later
- RTMaps runtime license
- Linux (Ubuntu 24, x86_64)

Supported Codecs

- H.264 (via h264_nvenc)
- H.265/HEVC (via hevc_nvenc)
- AV1 (via av1_nvenc)

EXHIBIT B - END USER LICENSE TERMS

1. LICENSE

1.1 Nonexclusive License. Subject to this Agreement, Licensor grants Licensee, during the Term, a limited, revocable, nonexclusive, non-transferable, non-sublicensable license to install, access and use the Licensor Technology in object code form solely within Licensee's internal RTMaps environment, solely for Licensee's internal business purposes, and solely in accordance with the Documentation. If Licensee is granted an Evaluation License, such use shall be limited to internal evaluation purposes only, for up to one (1) month and for no more than 50 GB of data processed.

(a) Usage-Based License. If Licensee is granted a Usage-Based License through RTMaps, Licensee may use the Licensor Technology during the applicable license term made available through RTMaps, subject to the usage limitations, billing metrics and other applicable commercial terms established through RTMaps.

1.2 Restrictions on Use. Unless Licensor agrees in advance in writing, and except as otherwise expressly permitted under this Agreement or required by applicable law, Licensee shall refrain from the following acts as related to Licensor Technology:

(a) sublicense, sell, lease, rent, loan, distribute, transfer, assign, outsource, time-share, make available on a service bureau basis, or otherwise provide access to the Licensor Technology to any third party;

(b) reverse engineer, decompile, disassemble, decode, attempt to derive the source code of the Licensor Technology or its components, or otherwise attempt to discover the underlying structure, ideas, know-how or algorithms of the Licensor Technology or its components. Even in the case that source code or hardware designs are provided, Licensor retains sole and exclusive ownership of the code and the designs. except to the limited extent such restriction is prohibited by applicable law;

(c) modify, adapt, alter, translate, create derivative works from, circumvent technical restrictions in, or remove proprietary notices from the Licensor Technology or Documentation.

(d) use Licensor Technology except through RTMaps or outside the scope of the applicable Evaluation License or Usage-Based License.

(e) use Licensor Technology for production or commercial purposes during any Evaluation License period.

(f) use the Licensor Technology to perform comparisons or other benchmarking activities, either alone or in connection with any other software or hardware, (and you agree not to publish the results of such activities), or

(g) publish reviews of the Licensor Technology without the prior written consent of Licensor.

