

## End User License Agreement

IMPORTANT - READ CAREFULLY, THIS IS A LICENSE AGREEMENT:

This software product is protected by copyright laws and international copyright treaties as well as other intellectual property laws and treaties. This software product is licensed, not sold.

The product that you are installing (the "Product") is owned and operated by Beamr Imaging Ltd. ("Beamr"), an Israeli limited liability company, and is provided to you ("You" and modified "Your") under the terms and conditions of this End User License Agreement, which includes the Beamr terms and conditions of use and Beamr's Privacy Policy, which is available through the hyperlinks set forth below and are incorporated herein by reference. BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS AND CLICKING THE "I AGREE" BUTTON, YOU REPRESENT AND WARRANT THAT YOU: (i) ARE AUTHORIZED TO SIGN FOR AND BIND THE CONTRACTING PARTY AND (ii) AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 6 AND 7 BELOW.

1. PRODUCT LIMITATIONS. The Product may be designed for time-limited use. In such a case, the Product will cease to function at the end of a predetermined period of time. Your right to use this product for any purpose(s) also expires at the end of that period of time.

### 2. USER CONDUCT AND PROPRIETARY RIGHTS.

(a) No Resale or Commercial Use of the Product. Your right to use the Product is personal to a single PC. Whether You are an individual or a corporation or other business entity, You agree (i) not to resell or sublicense the Product, (ii) permit others access to or use of the Product, or (iii) sell or license any product, service, application or other materials or any information obtained by You from the evaluation or use of the Product, in each case without the express prior written consent of Beamr. Furthermore, You shall at no time provide the Product or any access to it to any of Your employees or contractors who are involved in developing or are planning to develop video codecs. At no time shall You use the Product for the purpose of improving another codec.

(b) Conduct. You are solely responsible for the content of Your products, services, applications or other materials or information obtained by You from the evaluation or use of the Product. Beamr does, however, reserve the right to take any action with respect to the Product that Beamr deems necessary or appropriate in Beamr's sole discretion if Beamr believes that You or Your products, services, applications or other materials or information or use of the Product may create liability for Beamr. Your use of the Product is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account information collection and privacy, export control, consumer protection, unfair competition, anti-discrimination or false advertising). You agree: (1) to comply with all United States laws, rules and other regulations applicable in connection with the Product; (2) not to use the Product for illegal purposes; (3) not to interfere or disrupt networks connected to the Product; (4) not to use the Product to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (5) not to transmit through the

Product, through feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You will not attempt to gain unauthorized access to other computer systems and You will not interfere with another user's use and enjoyment of the Product.

(c) Proprietary Rights. In accordance with Your authorized use of the Product, Beamr grants You a limited license to use the Product solely in the manner permitted by this Agreement. You acknowledge that the Product is proprietary to Beamr and may be protected by copyrights, trademarks, product marks, patents or other proprietary rights and laws. Therefore, You are only permitted to use this Product as expressly authorized by the Product and this Agreement. Further, Beamr and the Beamr logo, and other names, logos, icons and marks identifying Beamr's products and services are trademarks of Beamr and may not be used without the prior written permission of Beamr. You may not copy, reproduce, distribute, lease, loan, rent, timeshare, deliver or otherwise transfer, directly or indirectly, the Product (in whole or in part) or create derivative works of this Product without expressly being authorized to do so by Beamr. If You are not the grantee of this license from Beamr, You are not authorized to install or otherwise use the Product. Further, You may not reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code from the Product. All rights not expressly granted in this Agreement are reserved to Beamr.

(d) No Right to Publish. Your use of the Product may generate information related to the design, algorithms, performance and configuration of the Product and methodology and suggestions on how to improve the Product or how to design similar products (all referred to as "Derived Data"). The Derived Data shall be treated as Confidential Information within the scope set forth in Section 9 below. You shall have the limited right to use the Derived Data solely within Your own organization consistent with the provisions of this Agreement. You shall have no right to publish the Derived Data without Beamr's prior written consent, which may be withheld in its sole discretion.

(e) This Agreement does not create any further obligation upon Beamr to license to You, sell to You, or deal with You in any other products, software, or services.

3. PRIVACY. Beamr's use of any personal information You provide to it is set out in Beamr's current website. Privacy Policy <<http://beamr.com/privacy>>.

4. MODIFICATIONS. Beamr may amend this Agreement at any time by (i) posting a revised End User License Agreement or similar terms of service document on <http://beamr.com>, and/or (ii) sending information regarding the Agreement amendment to the email address You provide to Beamr. You are responsible for regularly reviewing the <http://beamr.com> site to obtain timely notice of such amendments. You manifest intent to accept these amended terms if You continue to use Your account or the Product after such amended terms have been posted or information regarding such amendment has been sent to You. Otherwise, this Agreement may not be amended except in a writing signed by both parties. Further, Beamr reserves the right to modify or discontinue the Product with or without notice to You. Beamr shall not be liable to You or any third party should Beamr exercise its right to modify or discontinue the Product.

5. TERMINATION. Beamr may immediately terminate Your account and right to use the Product if (a) You breach this Agreement; (b) Beamr is unable to verify or authenticate any information You provide to Beamr; (c) such information is inaccurate; or (d) Beamr decides, in its sole discretion, to discontinue offering the Product. Beamr shall not be liable to You or any third party for termination of the Agreement or discontinuance of the Product. You may terminate this Agreement with or without cause at any time, effective immediately upon written notice to Beamr. Should You object to any terms and conditions of the Agreement or any subsequent modifications thereto or become dissatisfied with the Product in any way, Your sole recourse is immediately to: (a) discontinue use of the Product; (b) terminate your license; and (c) notify Beamr of termination. Upon termination of the license, Your right to use the Product immediately ceases.

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7. LIMITATION OF LIABILITY. IN NO EVENT SHALL BEAMR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF BEAMR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BEAMR'S LIABILITY TO YOU OR ANY THIRD PARTY IS LIMITED TO \$50. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. NOTIFICATION OF CERTAIN THIRD PARTY RIGHTS. The use of the Product and any product or service derived therefrom may require You to obtain a license from MPEG-LA, Via Licensing or similar patent pool rights holder. If and when applicable, depending on Your use cases, You are responsible to make the appropriate licensing arrangements directly with the relevant patent pools.

9. CONFIDENTIALITY.

(a) "Confidential Information" means all information shared by Beamr or its affiliates with You during the term of this Agreement, including without limitation the Product, its features and its pricing or licensing terms, except information that You can clearly establish (i) has become known to You from a source, other than Beamr, without an

obligation to maintain its confidentiality; (ii) has become generally known to the public through no act or omission by You; (iii) was legally obtained by You from a third party without an obligation of confidentiality; or (iv) was independently developed by You without the use of Confidential Information of Beamr.

(b) You will use or copy Confidential Information only to exercise Your rights and perform Your obligations under this Agreement. You will protect the Confidential Information with the same degree of care as You use to protect Your own Confidential Information of like importance, but not less than reasonable care. You may disclose Confidential Information only to Your employees or Your contractors on a "need to know" basis, and only for the purpose set forth in this Agreement, and You are responsible for compliance with this Agreement by all persons or entities to whom You grant access to Confidential Information. Without limiting the generality of the foregoing, You will not disclose that You evaluated the Product or the results of any such evaluation without first having obtained the written permission of Beamr, which permission may be withheld in Beamr's sole discretion.

(c) Upon Beamr's request or upon termination of this Agreement, You will return or destroy the Confidential Information.

(d) The obligations set forth in this Section 9 shall survive for three (3) years following the termination of the Agreement.

10. INDEMNITY. You hereby agree, at Your expense, to indemnify, defend and hold Beamr and its officers, directors, employees and other affiliates harmless from and against any loss, cost, damages, liability or expense arising out of or relating to (a) a third-party claim, action or allegation of infringement based on information, data, files or other content submitted by You; (b) any fraud or manipulation, or other breach of this Agreement by You; or (c) any third-party claim, action or allegation brought against Beamr arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any products.

11. GENERAL TERMS. This Agreement is governed in all respects by the laws of the State of California without giving effect to principles of conflicts of law. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Beamr's failure to act with respect to a breach by You does not waive Beamr's right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary is void. This Agreement shall inure to the benefit of and be binding upon each party's successors and assigns. Beamr shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond Beamr's reasonable control. Unless otherwise provided in this Agreement, any notice required or permitted to be given under this Agreement shall be delivered (i) by hand; (ii) by registered or certified mail, postage prepaid and return receipt requested to the address provided by the other party, or to such other address as a party may designate by written notice in accordance with this Section 11; (iii) by overnight courier or (iv) by electronic mail with confirming letter mailed under the conditions described in (ii). Notice so given shall be deemed effective when received, or if not received by reason of fault of addressee, when delivered. This Agreement constitutes the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersedes all

prior understandings, proposals, agreements, negotiations and discussions between the parties, whether written or oral.

You understand and agree that You are solely responsible for periodically reviewing the terms of service as set forth in this Agreement and any modifications of it. You must report any violations of this Agreement. To do so, send an email to [info@beamr.com](mailto:info@beamr.com) for assistance.