

Atombeam Terms and Conditions

Last Updated: January 22, 2026

Please read these Terms and Conditions (“**Terms**” and together with the Order Form or Agreement (as defined below), the “**Agreement**”) carefully as they govern the access and use by the company or entity on whose behalf you entered this Agreement or that is otherwise identified on the Order Form (“**Customer**”) of the products and services set out in the Order Form as made available by Atombeam Technologies, Inc. (“**Atombeam**”). Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. In the event of any conflict or inconsistency between these Terms and any applicable Order Form, reseller agreement, or other agreement governing Customer’s access to or use of the Atombeam Solution (collectively, the “**Governing Agreement**”), the terms of the Governing Agreement shall control and prevail to the extent of such conflict or inconsistency.

1. ACCEPTANCE OF TERMS

This Agreement is effective, and you agree to be bound by this Agreement, the earlier of the date: (i) Customer downloaded, installed or used the Licensed Software as part of the Atombeam Solution; or (ii) the effective date specified on the applicable Order Form incorporating these Terms (“**Effective Date**”). The individual accepting this Agreement on behalf of the company or other legal entity identified as Customer on the Order Form, represents and warrants that they have the authority to bind Customer to the terms and conditions of this Agreement.

2. DEFINITIONS

(i) “**Atombeam IP**” means the Licensed Software, Control Plane Software, Aggregated Statistics, the underlying software provided in conjunction with the Atombeam Solution, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Atombeam Solution and Documentation, and all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), including all Intellectual Property Rights in and to any of the foregoing.

(ii) “**Atombeam Solution**” means the Licensed Software and the Control Plane Software, together with any related services, as configured and deployed as part of the Atombeam Solution. The Control Plane Software is hosted and operated by Atombeam within Atombeam-managed cloud infrastructure unless otherwise agreed in writing, in which case it may be deployed within a Customer-controlled environment.

(iii) “**Business Purpose**” means Customer’s own internal business purposes, including provision of Customer’s own products and services to Recipients.

(iv) “**Customer**” means any entity that is a direct customer of Atombeam, a direct reseller, a direct distributor, or an authorized reseller partner.

(v) “**Customer Data**” means Customer Payload Data and Customer Materials, but excluding Telemetry and Diagnostic Data, Aggregated Statistics, and any other information, data, or materials owned or controlled by Atombeam and made available through or in connection with the Atombeam Solution.

(vi) “**Control Plane Software**” means the software components used to manage, configure, monitor, and administer the Atombeam Solution, including licensing, telemetry aggregation, and operational oversight functionality. Unless otherwise agreed in writing, the Control Plane Software is hosted and operated by Atombeam within Atombeam-managed cloud infrastructure. Certain deployments may permit the Control Plane Software to be hosted within a customer-controlled environment.

(vii) “**Customer Payload Data**” means all data uploaded or transmitted by Customer or its Recipients or Users, for the purpose of encoding, decoding or optimization, but specifically excluding Operational Data, and Telemetry and Diagnostic Data.

(viii) **“Customer Materials”** means Operational Data and any data, content and other materials provided, uploaded or transmitted to Atombeam by Customer or its Users in connection with use of the Atombeam Solution (other than Customer Payload Data), but specifically excluding Telemetry and Diagnostic Data and Aggregated Statistics.

(ix) **“Documentation”** means the documentation relating to the Atombeam Solution if and as provided by or on behalf of Atombeam to Customer (including any revised versions thereof), which may be updated from time to time.

(x) **“Intellectual Property Rights”** means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority.

(xi) **“Licensed Software”** means Atombeam’s proprietary software identified on the Order Form, in object code form, including error corrections and updates as made available by Atombeam from time to time.

(xii) **“Operational Data”** means data entered into or generated by the Atombeam Control Plane Software, whether hosted by Atombeam or, where authorized, within the Customer-controlled environment, to operate, maintain, or support the Atombeam Solution, including configuration information, user account details, and customer support submissions.

(xiii) **“Order Form”** means the order form or other ordering document which references these Terms and sets forth the applicable Atombeam Solution configuration to be provided.

(xiv) **“Recipient”** means Customer’s customers and their end users.

(xv) **“Telemetry and Diagnostic Data”** means (i) system-generated metrics or metadata transmitted from Customer-controlled nodes and Edge Nodes, such as performance statistics, node health, or license metrics; and (ii) temporary logs or traces created within Customer-controlled environments for troubleshooting purposes and which may be shared with Atombeam, in each case, which does not include Customer Payload Data. Telemetry and Diagnostic Data may be enabled by default to support service reliability, licensing, and operational insight. Where technically supported, Customer may configure, limit, or disable certain Telemetry and Diagnostic Data collection in accordance with the Documentation or applicable Order Form.

(xvi) **“Usage Term”** means the term of Customer’s subscription for the Atombeam Solution as set forth in the applicable Order Form.

(xvii) **“User(s)”** means **employees, contractors and other representatives whom Customer has authorized to access the Atombeam Solution.**

3. ATOMBEAM SOLUTION

3.1. Atombeam Software.

Subject to and conditioned upon Customer’s compliance with the terms and conditions of this Agreement, including payment of all fees, Atombeam grants Customer during the applicable Usage Term a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license to install and operate the Licensed Software on Edge Nodes, solely for Customer’s Business Purposes in accordance with, and subject to, the Licensed Volume.

3.2. Control Plane Software.

Subject to and conditioned upon Customer’s compliance with the terms and conditions of this Agreement, including payment of all fees, Atombeam may grant Customer during the applicable Usage Term a limited,

non-exclusive, non-transferable, non-sublicensable, revocable right and license to deploy, host and operate the Control Plane Software on approved Customer-controlled infrastructure only where such customer-hosted deployment is expressly authorized in writing by Atombeam, and subject to, the Licensed Volume.

3.3. Users.

Customer may permit its Users to access and use the Atombeam Solution, provided such use is for Customer's Business Purposes. Customer must ensure each User complies with all applicable terms and conditions of this Agreement and Customer is responsible for acts or omissions by Users in connection with their use of the Atombeam Solution. Customer will not allow any person other than its Users to access or use the Licensed Software or Control Plane Software, or any component thereof.

3.4. General Restrictions.

Customer's use of the Licensed Software must be in accordance with the terms and conditions of this Agreement and the Documentation. Customer will not (and will not allow any third party, including Users and Recipients to), directly or indirectly: (i) gain or attempt to gain unauthorized access to the Atombeam Solution, or any element thereof, or circumvent or interfere with any authentication or security measures of the Atombeam Solution; (ii) interfere with or disrupt the integrity or performance of the Atombeam Solution; (iii) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs through the Atombeam Solution; (iv) decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of the Atombeam Solution (except to the extent that applicable law prohibits or restricts reverse engineering restrictions, and in such case only upon prior written notice to Atombeam); (v) sell, rent, provide, lend, use for timesharing or service bureau purposes, or lease the Atombeam Solution (or any portion thereof); (vi) remove any copyright or proprietary notices contained in the Atombeam Solution; (vii) copy the Atombeam Solution (or any component thereof) or develop any improvement, enhancement, modification, or derivative work thereof; (viii) allow the transfer, transmission, export, or re-export of the Atombeam Solution (or any portion thereof) or any Atombeam technical data; (ix) perform penetration tests on the Atombeam Solution unless authorized by Atombeam in advance and in writing; (x) use, evaluate or view the Atombeam Solution for the purpose of designing, modifying, or otherwise creating any environment, software, models, algorithms, products, program, or infrastructure, or any portion thereof, which performs functions similar to the functions of the Atombeam Solution; (xi) use the Atombeam Solution in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law; or (xii) access or search any software component of the Atombeam Solution through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Atombeam Solution features provided by Atombeam for use expressly for such purposes.

4. **DATA SECURITY AND CONFIDENTIALITY**

4.1. Safeguards and Security Incidents.

Customer hereby acknowledges and agrees that Customer is solely responsible for all Customer Data it submits or transmits using or through the Atombeam Solution, including determining the nature, classification, and regulatory status of such Customer Data, and for ensuring that such data is transmitted and processed in accordance with all applicable laws. Customer is responsible for properly configuring and using the Atombeam Solution (including, if applicable, the Control Plane Software), Customer Hardware and other Customer-controlled infrastructure, and information technology and communication networks used in connection therewith, and otherwise taking appropriate action to secure, protect and backup Customer Data in a manner that will provide adequate security and protection. Customer will promptly notify Atombeam of confirmed or reasonably suspected unauthorized access to or disclosure of Customer Data (a "**Security Incident**") within or involving Customer Hardware or any Customer-controlled environments when such Security Incident impacts or could foreseeability impact the Atombeam Solution

or any component thereof. Atombeam will notify Customer without undue delay after becoming aware of a confirmed Security Incident affecting Atombeam-managed systems that materially impacts the security, confidentiality, or availability of Customer Data. Such notification will include information reasonably available to Atombeam regarding the nature of the incident and remediation steps taken or planned. Atombeam will work with Customer to ensure notification to Recipients and Users of the Atombeam Solution.

4.2. Shared Responsibility.

The Parties acknowledge that security and compliance responsibilities under this Agreement are allocated based on control of the relevant systems and environments. Atombeam is responsible for implementing and maintaining appropriate safeguards for the Atombeam-managed components of the Atombeam Solution. Customer is responsible for implementing and maintaining appropriate safeguards for Customer Hardware, Customer-controlled environments, and Customer Data processed or stored within such environments. This allocation of responsibility is intended to reflect the operational and security boundaries of the Atombeam Solution.

4.3. Customer Data and Customer Materials, and Telemetry and Diagnostic Data.

Atombeam acknowledges that, as between Atombeam and Customer, Customer owns all Customer Data and, except as provided in this Section 3.9, Atombeam obtains no rights under this Agreement to Customer Data from Customer. Customer hereby consents to Atombeam's use of Customer Data to provide the Atombeam Solution to Customer, its Users and Recipients, and Customer may, at its option, elect to opt-out of sharing, or have shared, Customer Materials and Telemetry and Diagnostic Data with Atombeam in connection with the operation and support of the Atombeam Solution. Customer hereby grants Atombeam a license to (i) host, store, transfer, display, perform, reproduce and modify Customer Materials and Telemetry and Diagnostic Data made available to Atombeam to provide, support and improve the Atombeam Solution, and (ii) host, store, transfer, display, perform, reproduce and modify Telemetry and Diagnostic Data to provide, support and improve the Atombeam Solution, and generate Aggregated Statistics.

Atombeam does not access, store, or interpret the substantive content of Customer Payload Data. All encoding, decoding, and compaction processing occurs entirely within Customer-controlled environments. The Company Solution may apply automated processing — including algorithmic or machine-learning techniques — to generate compacted representations solely for performance optimization purposes; such processing is content-agnostic and does not involve human review or semantic interpretation.

Customer is solely responsible for determining the nature, classification, and regulatory status of its Customer Payload Data and for ensuring that such data is transmitted and processed in accordance with applicable laws and internal policies. Atombeam does not access, store, or interpret Customer Payload Data and assumes no responsibility for its content, classification, or compliance characteristics." Atombeam has no ability to view Customer Payload Data through the Atombeam Solution.

3.10 Third Party Service Providers.

Atombeam may engage third-party service providers in the ordinary course of operating and supporting the Atombeam Solution. Such providers have no access to Customer Payload Data and may process only Operational Data, and where applicable Telemetry and Diagnostic Data as necessary to provide infrastructure, security, support, or administrative functions.

Atombeam maintains a vendor management program that includes due diligence, security assessments, and contractual safeguards designed to protect Customer Data. Information regarding Atombeam's material third-party service providers may be made available on Atombeam's legal or security webpage,

as updated from time to time. Such information is provided for transparency and does not limit Atombeam's obligations under this Agreement. Atombeam requires its third-party service providers to be subject to confidentiality and security obligations appropriate to the nature of the services provided and the data processed, consistent with industry standards.

4.4. Customer Data Provided to Atombeam.

Without limiting Section 5.1, to the extent Customer Data is provided to Atombeam, Atombeam will use commercially reasonable efforts to implement appropriate administrative, technical and physical safeguards designed to prevent unauthorized access to or disclosure of such Customer Data. Information regarding Atombeam's security practices may be made available on Atombeam's legal or security webpage at www.Atombeam.com or available upon request, and may be updated from time to time; provided that such information is intended to be descriptive and does not limit Atombeam's obligations under this Agreement.

4.5. Agreement Confidential Information.

(i) As used herein, "**Confidential Information**" means any information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Licensed Software (including all components and configurations thereof) and the Documentation will be deemed to be Confidential Information of Atombeam. However, Confidential Information will not include any information or materials that: (a) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the Receiving Party; (b) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (c) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or (d) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party.

(ii) The Receiving Party agrees that at all times and notwithstanding any expiration or termination of this Agreement it and its employees, contractors and other personnel (a) shall hold in strict confidence and not disclose to any person or entity any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, (b) shall not use the Confidential Information for any purpose except as necessary to perform its obligations or exercise its rights under this Agreement, and (c) shall not copy or transmit in any manner to any person any Confidential Information of the Disclosing Party; *provided, however*, that the Receiving Party may disclose Confidential Information (x) to those employees, representatives, or contractors of the Receiving Party who have a *bona fide* need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement or (y) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure. Without limiting the foregoing, the Receiving Party shall protect Confidential Information of the Disclosing Party with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no case less than reasonable care. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years following the expiration or termination of this Agreement; *provided, however*, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(iii) Upon expiration or termination of this Agreement for any reason, Customer will return or destroy, at Atombeam's sole option, all Atombeam Confidential Information in its possession or control, including permanent removal of Atombeam Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in Customer's possession or under Customer's control, and at Atombeam's request, certify in writing to Atombeam that the Atombeam Confidential Information has been returned, destroyed or, in the case of electronic communications, deleted.

(iv) Atombeam may align elements of its information security program with generally recognized industry frameworks (such as SOC 2 or NIST standards); however, unless expressly stated in an Order Form, this Agreement does not require Atombeam to maintain any specific certification or compliance status.

5. REPRESENTATIONS AND DISCLAIMERS

5.1. Atombeam Representations.

Atombeam represents and warrants to Customer that (i) Atombeam has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) performing its obligations hereunder do not violate any other agreement to which Atombeam is a party; **(iii) for a period of thirty (30) days after the shipment date, the Licensed Software will perform in all material respects in accordance with the functional specifications in the applicable Documentation; and (iv) Atombeam has taken commercially reasonable steps designed to ensure the Licensed Software does not contain any viruses, worms, Trojan horses, malware, or other malicious code intended to disrupt, damage or gain unauthorized access to Customer Data. As Customer's sole and exclusive remedy and Atombeam's entire liability for a breach of Section 8.1(iii), Atombeam will promptly correct any non-conformity in the Licensed Software all material respects or, if unable to do so, Atombeam may terminate the impacted portion of this Agreement and refund to Customer the pro-rata amount of pre-paid and unused Fees for the affected portion of the Usage Term.**

5.2. Customer Representations.

Customer represents and warrants to Atombeam that (i) Customer has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) entering this Agreement and performing its obligations hereunder do not and will not violate any other agreement to which it is a party; (iii) this Agreement constitutes a legal, valid and binding obligation of Customer when signed by both Parties; (iv) it has the legal authority and all rights necessary to provide the Customer Data to Atombeam hereunder, and Customer's provision of the Customer Data to Atombeam does not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations Customer has to any third party or any other rights of any third party or any applicable law, rule or regulation.

5.3. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE ATOMBEAM SOLUTION, AND OTHER ATOMBEAM IP ARE PROVIDED ON AN "AS IS" BASIS, AND ATOMBEAM MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ITS USERS OR TO ANY OTHER PERSON REGARDING THE ATOMBEAM SOLUTION, ATOMBEAM IP OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ATOMBEAM HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, ATOMBEAM HEREBY

DISCLAIMS ANY WARRANTY THAT USE OF THE LICENSED SOFTWARE WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

6. MISCELANIOUS

6.1. Export Compliance.

In the performance of its rights and obligations under this Agreement, Customer will comply with all laws, rules, and regulations of any jurisdiction applicable to it from time to time concerning or relating to: (i) bribery or corruption, including the U.S. Foreign Corrupt Practices Act (“**FCPA**”), (ii) anti-money laundering, including the Bank Secrecy Act of 1970 and the USA PATRIOT Act of 2001, and (iii) economic or financial sanctions, export controls, trade embargoes, anti-boycott provisions, or other similar prohibitions or restrictions on activity imposed by a U.S. or other relevant government authority, including the U.S. Department of the Treasury Office of Foreign Assets Control (“**OFAC**”) sanctions, the U.S. Department of Commerce Export Administration Regulations (“**EAR**”), and the U.S. Department of State International Traffic in Arms Regulations (“**ITAR**”). If Customer learns of, or has reason to know of, any violations of the laws, rules and regulations listed above in connection with the performance of this Agreement, it will immediately notify Atombeam. Customer represents and warrants that it is not, nor is it 50% or more owned or otherwise controlled by a party or parties, subject to Trade Restrictions. If Customer becomes subject to Trade Restrictions, or if Customer becomes aware of any factors that would cause the performance of this Agreement by a U.S. person to be in violation U.S. or other applicable export controls or sanctions, Customer will immediately notify Atombeam. Customer will not (x) use the Atombeam Solution to circumvent or facilitate any export controls or sanctions violations, (y) provide the Atombeam Solution, or any component thereof, to any party subject to Trade Restrictions or (z) use or provide the Atombeam Solution, or any component thereof, to any third party for use in a restricted end use under export controls or sanctions, except as authorized under a specific license or authorization issued by the applicable regulatory authority. “**Trade Restrictions**” means any of the following: (1) being located, ordinarily resident, or legally organized in any sanctioned jurisdiction (including Cuba, Iran, North Korea, Syria, Russia, Belarus, Venezuela, and the Crimea, Donetsk, and Luhansk regions of Ukraine); or (2) being targeted by U.S. or other applicable export controls or sanctions, including but not limited to designation on the Specially Designated Nationals and Blocked Persons List, the Entity List, or the Military End User List.

6.2. U.S. Government End Users.

The Licensed Software, Documentation and related services are commercial in nature and available in the open marketplace, and were developed solely at private expense and are “commercial products”, “commercial items”, or “commercial computer software” as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. The Atombeam Solution is of a type customarily used by Atombeam’s customers and the licenses in this Agreement are consistent with those that Atombeam customarily provides to its customers. Any use, duplication, or disclosure of the Atombeam Solution, Licensed Software and Documentation by or on behalf of Customer is subject to restrictions as set forth in this Agreement as consistent with federal law and regulations. If these terms fail to meet Customer’s needs or are inconsistent in any respect with federal law, Customer will immediately discontinue its use of the Atombeam Solution and Documentation.