BEAM SERVICE TERMS

Version 1.0 | November 16, 2026

https://beam.builders/legal/service-terms/1.0

These Beam Service Terms ("Terms") apply between Beam Strategic Execution Ltd., a company organized under the laws of the State of Israel ("Company"), and the person or entity accepting these Terms ("Customer"). If you act on behalf of an organization, you represent that you have authority to bind it, and that organization is Customer. An "Order Form" is an order form signed by Company and Customer. The applicable Order Form, these Terms and the Data Processing Addendum identified in the Order Form, or otherwise Beam Data Processing Addendum Version 1.0 dated November 16, 2026, constitute the "Agreement". "Effective Date" means the date specified in the Order Form or, for free evaluation without an Order Form, the date Customer first registers for or uses the Platform under these Terms.

These Terms apply when incorporated by reference in an Order Form or accepted for free evaluation access. By registering for or using the Platform for free evaluation, Customer agrees to these Terms and the incorporated Data Processing Addendum. If Customer does not agree, it must not register for or use the Platform. A signed Order Form and the document versions it identifies continue to govern that customer agreement. Publication of a later version does not amend an existing Agreement.

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Definitions**.

1.1. "Authorized Users" means Customer, if an individual, and employees or authorized contractors of Customer who are acting on Customer's behalf in the internal operation of Customer's business and are subject to a confidentiality agreement with Customer, which are granted access to and the right to use the Platform subject to the terms hereof.

1.2. "**Confidential Information**" means any and all information or data that is disclosed by either party to the other party, whether directly or indirectly, in any form or medium (including in writing, orally, visually, or in any other tangible or intangible form), that (a) is marked or otherwise designated as "Confidential" or "Proprietary" at the time of disclosure, or (b) is identified as confidential or proprietary at the time of disclosure, or (c) by its nature or the circumstances surrounding the disclosure, should reasonably be understood to be proprietary and/or confidential.

1.3. "**Customer Materials**" means any information, data, logs, code and other content within or with respect to the Customer Systems made available to Company by Customer in connection with its use of the Platform.

1.4. "**Customer Systems**" means systems, applications, databases and services owned, controlled, operated and/or used by Customer in respect of which Customer elects to use the Platform in accordance with the terms hereof.

1.5. "**Feedback**" means any suggestion, data, enhancement, request, recommendation, correction, or other feedback provided by Customer or its Authorized Users relating to the Platform.

1.6. "**Output Data**" means any reports, notices, analytics and other output that the Platform generates and provides or makes available to Customer.

1.7. "Platform" means Company's proprietary real-time platform, as made available by Company for free evaluation or, where applicable, as set forth in the Order Form.

2. **Use of Platform.**

2.1. During the Term (as defined below), subject to the terms and conditions hereof, Company grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable right for its Authorized Users to access and use the Platform for the sole purpose of evaluating and testing the Platform for Customer's internal business purposes and providing Company with Feedback in respect thereof. If the Order Form provides for a paid subscription, the permitted use extends to Customer's ordinary internal business purposes upon conversion following any pilot, or from the start of that subscription if no pilot applies. Customer shall remain responsible at all times for its Authorized Users compliance with the terms and conditions of this Agreement and shall be primarily liable for any breach of this Agreement by such Authorized Users.

2.2. Customer shall not and shall not allow any Authorized User or third party to (or attempt to): (a) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Platform; (b) circumvent, disable, or otherwise interfere with features of the Platform related to security or access; (c) use any robot, spider, search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform; (d) copy, modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Platform except as expressly permitted hereunder; (e) remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Products; (f) impair, disrupt or breach the security of the Platform, or circumvent or manipulate any technical limitations, safeguards or safety mitigations therein; or (g) use the Platform for, or in conjunction with, any activity that constitutes, or encourages conduct that would constitute, a criminal offense, give rise to civil liability or otherwise violate any applicable law. COMPANY MAY TERMINATE OR SUSPEND CUSTOMER'S ACCESS TO THE PLATFORM WITHOUT PRIOR NOTICE, IF COMPANY DEEMS CUSTOMER'S USE OF THE SOLUTION TO BE FRAUDULENT, ABUSIVE OR OTHERWISE IN VIOLATION OF THE TERMS HEREOF.

2.3. The Platform may integrate or interoperate with, or import or export data to or from, the Customer Systems, as designated by Customer through the Platform ("**Integrations**"). Customer assumes sole responsibility for and all risks arising from Customer's use of Integrations and the content, functionality, or availability of any Customer Systems, including, but not limited to, with respect to (i) the exchange of

data between the Platform and the Customer Systems, and (ii) any actions performed by Customer on the Customer Systems through the Platform.

3. **Representations and Warranties.**

3.1. Each party represents and warrants to the other that: (i) if it is a legal entity, it is duly organized, validly existing and in good standing under the applicable laws of the state of its incorporation or formation; (ii) it has the right and full power and authority to enter into this Agreement; and (iii) it will comply, at all times, with all applicable laws and regulations in connection with its performance hereunder.

3.2. Customer represents and warrants that (i) Company's use of the Customer Materials and/or Customer Systems for the purposes set forth herein will not infringe or violate the intellectual property rights of any third party and/or any third party terms and conditions applicable to any Customer Materials and/or Customer Systems; (ii) its (and its Authorized Users') access to and collection, use, relocation, storage, disclosure, transfer, and disposition of Customer Materials shall comply with all applicable laws and regulations; and (iii) it has obtained all licenses, consents or other permissions from appropriate third parties (including, without limitation, any third party providers of Customer Systems) as may be necessary for Customer's use of the Platform in respect of the Customer Systems.

4. **Intellectual Property**.

4.1. Company and its licensors own all right, title and interest in the Platform, including, without limitation, all enhancements, modifications and derivatives thereof and all intellectual property rights associated therewith. Except for Customer's limited right to use the Platform in accordance with the terms hereof, nothing herein grants or assigns to Customer any license, right, title, or interest in or to the Platform or any intellectual property rights associated therewith.

4.2. Customer acknowledges and agrees that all right, title and interest in the Feedback, including, without limitation, all intellectual property rights therein and any enhancements, modifications, improvements and derivative works thereof, shall be solely and exclusively owned by Company. Customer hereby irrevocably transfers and assigns to Company all rights, title and interest in the Feedback, including, all intellectual property rights therein.

4.3. Customer shall have all right, title and interest in and to its Customer Materials, Customer Systems and Output Data. Customer hereby grants Company a non-exclusive license to (i) use, store, process, analyze, and display in connection with the Platform all Customer Materials and Output Data, and (ii) access and use the Customer Systems, during the Term, for the limited purposes of performing Company's obligations under this Agreement and providing the Platform to Customer.

4.4. Notwithstanding anything to the contrary herein, Company may aggregate and de-identify the Customer Materials, Output Data and other data collected in connection with Customer's access or use of the Platform, including performance, analytics, and statistical data related to Customer's use of or access to the Platform (collectively,

"**Aggregated Data**"). Aggregated Data shall not identify Customer or otherwise contain any individually identifiable information of Customer. Company may (during and after the Term) use Aggregated Data for the purposes of analyzing, improving, supporting and operating the Platform and other internal product development purposes.

5. **Customer Data.** Customer acknowledges that use of the Platform involves certain processing of Customer personal data by Company, and warrants to Company it had lawfully obtained the consent of data subjects to the transfer of their personal data to Company. The parties shall adhere to the Data Processing Addendum incorporated by reference in the Agreement.

6. **Fees; Payment.** For free evaluation access without an Order Form, during the Term, Company waives any fees payable in respect of Customer's use of the Platform in accordance with the terms hereof. Such access does not automatically convert into a paid subscription. A paid subscription requires an Order Form agreed by the parties. Where an Order Form provides for fees, subject to the terms hereof, during the Term, Customer agrees to pay Company the fees set forth in the Order Form (the "Fees"). All Fees are exclusive of and do not include any sales, use, value-added, or other taxes, charges and/or duties, which shall be Customer's responsibility. Unless otherwise set forth in the Order Form, all Fees are due and payable within thirty (30) days after the invoice date.

7. **Confidentiality**.

7.1. Each party shall maintain the confidentiality of the other party's Confidential Information. All Confidential Information relating to a party will be held in confidence by the other party to the same extent and with at least the same degree of care as such party protects its own Confidential Information of like kind, but in no event using less than a reasonable degree of care and may only be used in relation to such party's obligations or rights under this Agreement. Except as necessary for the performance of its obligations and exercise of its rights hereunder, neither party may disclose, duplicate, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's prior written consent. Each party shall only permit access to Confidential Information of the other party to its employees and contractors with a need to know such Confidential Information in connection with the performance of its obligations or exercise of its rights under this Agreement and who are bound by written confidentiality obligations and use restrictions at least as restrictive as those contained herein.

7.2. The receiving party's nondisclosure obligations in this Section 7 will not apply to (a) information that the receiving party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the receiving party; (iii) is rightfully obtained by the receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by receiving party without reliance on or use of the Confidential Information, and (b) any disclosure by either party required under any

applicable law or by order of any court or government agency, provided that, to the extent legally permitted, the receiving party will give prompt notice to the disclosing party of such requirement so that the disclosing party may seek a protective order or other appropriate remedy and will only disclose such Confidential Information to the extent legally required.

7.3. Upon any expiration or termination of this Agreement for any reason, each party will return or destroy any and all Confidential Information of the other Party in its possession or under its control, as directed in writings by the other party.

8. **DISCLAIMER.**

8.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, (I) THE PLATFORM AND OUTPUT DATA ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS; AND (II) COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS IN RESPECT OF THE PLATFORM, AND ANY OUTPUT DATA AND ANY OTHER CONTENT PRODUCED BY THE PLATFORM, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY.

8.2. THE PLATFORM GENERATES OUTPUT DATA USING ARTIFICIAL INTELLIGENCE (AI) TOOLS. THE FIELD OF AI AND MACHINE LEARNING IS CONSTANTLY EVOLVING, CHANGING, AND IMPROVING. ALTHOUGH COMPANY MAKES CONSTANT EFFORTS TO IMPROVE THE QUALITY AND ACCURACY OF THE PLATFORM AND OUTPUT DATA AND ENDEAVORS TO APPLY CONTINUOUS HUMAN REVIEW AND OVERSIGHT, DUE TO THE NATURE OF SUCH TECHNOLOGY, THE COMPANY CANNOT GUARANTEE THAT OUTPUT DATA WILL ALWAYS BE ACCURATE, COMPLETE OR CORRECT.

8.3. CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR (I) EVALUATING THE OUTPUT DATA FOR ACCURACY AND APPROPRIATENESS FOR CUSTOMER'S USE AND APPLICATION; (II) ALL ACTS OR OMISSIONS THAT IT, OR OTHERS ON ITS BEHALF, CONDUCT IN CONNECTION WITH ITS USE OF THE PLATFORM AND OUTPUT DATA, AND FOR ALL CONSEQUENCES RESULTING FROM SUCH ACTIVITIES OR ACTIONS; AND (III) CARRYING OUT ALL ACTIONS AS IT MAY DEEM APPROPRIATE IN ITS INDEPENDENT PROFESSIONAL JUDGMENT AS A RESULT OF ITS USE OF THE PLATFORM AND OUTPUT DATA.

9. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONSULTANTS HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATING TO THE PLATFORM OR THIS AGREEMENT, INCLUDING IN RESPECT OF LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR LOST DATA. COMPANY'S MAXIMUM

CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO COMPANY BY CUSTOMER UNDER THIS AGREEMENT (IF ANY).

10. **Term; Termination.** The term of this Agreement shall commence as of the Effective Date and shall continue for the period set forth in the Order Form or, if there is no Order Form, until terminated under this Section ("Term"). Either party may terminate this Agreement by written notice to the other party if the other party commits a material breach of this Agreement and such breach is not remedied within fifteen (15) days of receipt of a written notice thereof. Without derogating from the foregoing, either party may terminate this Agreement for convenience and without cause or liability at any time by providing the other party with at least thirty (30) days prior written notice. Upon any termination or expiration of this Agreement, Customer shall immediately cease any use of the Platform. Sections 4, 6-9 and 12-13 hereto shall survive the expiration or termination of this Agreement for any reason.

11. **Publicity.** Customer hereby acknowledges and agrees that Company may disclose that Customer is using the Platform as a "reference account", "beta-tester", "pre-release user" or the like on Company's website and marketing materials.

12. **Governing Law; Jurisdiction**. This Agreement and any claim, cause of action or dispute arising out of, or Customer thereto, shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to any conflict of law principles, which would result in the application of the laws of a jurisdiction other than the State of Israel. Any dispute, claim or controversy arising out of, connected with, or relating to this Agreement will be submitted to the sole and exclusive jurisdiction of the competent court located in Israel.

13. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all other agreements, understandings and communications, whether written or oral. All modifications, waivers and amendments of this Agreement must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision shall be interpreted to give maximum effect to its terms as possible under law, and the remaining provisions hereof shall be unaffected and continue in full force and effect. Nothing in this Agreement creates any agency, employment, joint venture, or partnership relationship between the parties. Neither party may assign or delegate, any of its right or obligations under this Agreement without the prior written consent of the other party, provided however that Company may assign its rights and obligations hereunder to a purchaser of all or almost all of its assets or share capital.