

License Agreement

This End User License Agreement (“**EULA**”) sets forth the terms of a legal agreement between you (“**Licensee**” or “**you**”) and Rekor Recognition Systems, Inc., a Delaware corporation (“**Licensor**”, “**Rekor**”, “**we**”, “**our**” or “**us**”). Rekor is the owner of OpenALPR, openalpr.com, cloud.openalpr.com, and all associated brands, trademarks, and affiliated entities of OpenALPR. This EULA governs your use of (i) certain Rekor software to be downloaded in this installation process and/or (ii) certain licenses and/or license keys to certain Rekor software to be downloaded and/or accessed in this process.

This EULA also governs your use of (a) object code versions of the Rekor software preinstalled on hardware and associated peripherals and provided to you pursuant to a purchase contract, purchase order, or other writing setting forth the terms and conditions governing your purchase (an “**Order**”); (b) associated software license keys, if any; and (c) all copies of the foregoing (collectively, the “**Software**”).

Before installing or running the Software, you must check the “I Agree to the EULA” checkbox on the license request page to acknowledge that you have read, understood, and agree to be bound by the EULA. If you accept this EULA or install or use the Software on behalf of a business or governmental entity, then you represent that you have authority to take those actions, and this EULA will be binding on that entity. If you do not agree to the EULA, you may not receive a license key and the Software will not be available for use and you may not use the Software.

1. Subject to your full compliance with the terms and conditions of the EULA, Licensor grants to you a limited, non-exclusive, non-transferrable, non-sub-licensable license to use the Software for your internal business purposes and on the terms set forth below and during the period and at the site as may be specified in the applicable Order.
2. Unless otherwise expressly agreed to in writing by Licensor, the terms of this agreement shall supersede any conflicting or additional terms on any applicable Order.
3. Licensor owns all right, title and interest, including without limitation, all patent rights, copyrights, trademarks, and trade secrets, in and to the Software, and any new or modified work that is based on or derived from all or any part of the

Software, or any work that would infringe any copyright or any other intellectual property right in the Software or that uses trade secrets or other proprietary information embodied in or used by the Software.

4. You shall treat the Software as Rekorder confidential information.
5. You shall not: (A) create a derivative of the Software in any form; (B) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of the Software or any portion of the Software; (C) modify or remove any proprietary or intellectual property notices or markings on the Software; (D) transfer license keys to any other person or entity; (E) violate or circumvent any technological use restrictions in the Software; (F) sell, loan, rent, lease, sublicense, or distribute the Software; (G) use any trademarks or service marks of Rekorder or its affiliates (including but not limited to OpenALPR); (H) provide access to or allow use of the Software by any third party without Licensor's prior written consent; (I) copy, republish, upload, post, or transmit the Software in any way; (J) attack or attempt to undermine the security, integrity, authentication, or intended operation of the Software; (K) use the software to create a competitive offering or any other software, products, or technologies; (L) share or publish the results of any benchmarking of the Software without Licensor's prior written consent; or (M) assign the EULA, or any right or obligation under the EULA, or designate any performance, without Licensor's prior written consent.
6. You shall not use, export, import or transfer the Software except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Software and any other applicable laws. In particular, but without limitation, the Software may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone of the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Software, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Software for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that

products, services or technology provided by Rekor are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer the Software, or any portion thereof, either directly or indirectly, to any country in violation of such laws and regulations.

7. If you are a U.S. government entity, you acknowledge that any Software provided are "Commercial Items" as defined at 48 C.F.R. 2.101, and are being provided as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.
8. If the Software is a pre-release or beta version, you are not permitted to use or otherwise rely on the Software for any commercial purposes.
9. You understand that the Software is evolving. As a result, Rekor may require you to accept updates to the Software that you have installed. You acknowledge and agree that Rekor may update the Software with or without notifying you. You may need to update third-party software from time to time in order to use the Software.
10. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws in regard to the collection, use, and storage of license plate data. By using the Software, you represent that the Software will be used only in a lawful manner. If the Software cannot be used lawfully in your jurisdiction (including cases where the Software processes, transmits, or retains data that would violate local laws), you must discontinue use of the Software immediately. Rekor is not liable for your use of license plate recognition technology in an unlawful manner.
11. Rekor will not provide you with any tangible copy of the Software or deliver any tangible media in connection with the (i) delivery, installation, updating or problem resolution of any Software (including new releases) or (ii) delivery, correction, or updating of documentation.

12. The data, images, and video produced from using the Software is the **“Operational Data.”** Except as may be stated to the contrary in the **Rekor Privacy Policy**, you retain all rights and ownership in your Operational Data, and we do not claim any ownership rights in your Operational Data. You acknowledge and agree that Rekor may use the Operational Data for: a) facilitating sharing of the Operational Data with other governmental or quasi-governmental agencies, and b) training and performance enhancement of Rekor’s AI system. The data, images, and video produced from using the Software, where the license plate characters have been removed, is the **“De-Identified Data”**. You acknowledge and agree that Rekor may use the De-Identified Data for: a) statistical, volume, and flow analysis, and b) sharing with other governmental or quasi-governmental agencies, or commercial entities. Licensee shall inform Licensor in writing before installing or running the Software if the laws of the jurisdiction in which Licensee obtained the Software restrict the use of Operational Data or De-Identified Data for the purposes defined in this Section 12.
13. If you purchase maintenance and support for the Software, such services are identified in the applicable Order and will be provided under a separate service agreement.
14. You may terminate the EULA (A) at any time for convenience by providing written notice to Licensor or (B) for a material breach of this EULA by Licensor that Licensor fails to cure within thirty (30) days following its receipt of your notice of breach. Licensor may terminate this EULA immediately and without prior notice if you fail to comply with any term or condition of this EULA or if Licensor or any reseller from which you have purchased Software or hardware on which the Software is loaded does not receive timely payment for the licenses granted hereunder. When the EULA terminates, all licenses granted automatically terminate and you must immediately cease use of the Software and return or destroy all copies of the Software.
15. Licensor does not warrant that the use of the Software shall meet Licensee’s requirements or that the operation of the Software shall be uninterrupted or error free.

16. Licensor warrants that for the thirty (30) days from the date Licensee first installs the Software (the **“Warranty Period”**), the Software shall materially conform to the documentation intended by Licensor to be used by customers pertaining to a product (e.g., user manuals, training manuals) (the **“Documentation”**). Licensor’s entire liability and Licensee’s entire remedy under this warranty shall be, at Licensor’s election, to: (i) use reasonable efforts to correct any material nonconformities discovered and reported within the Warranty Period; (ii) replace the nonconforming Software or (iii) refund license fees paid for such Software upon return of the Software to Licensor. ANY REFUND PROVIDED HEREUNDER SHALL BE DEEMED A REVOCATION OF THE LICENSE GRANTED FOR SUCH REFUNDED SOFTWARE AND SHALL BE LICENSOR’S ENTIRE LIABILITY AND LICENSEE’S ENTIRE REMEDY FOR REJECTION OF THE SOFTWARE. The remedies specified herein only apply if (a) Licensor is notified in writing of the nonconformities within the Warranty Period, (b) Licensor’s examination of the Software confirms that such nonconformities exist, and (c) the Software has not been (1) altered or modified; (2) subjected to negligence, or computer or electrical malfunctions, or accident; or (3) used, adjusted or installed other than in accordance with the Documentation at the allowable site as may be designated on the Order.

17. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 16 IMMEDIATELY ABOVE, THE SOFTWARE IS PROVIDED **“AS IS”** WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. LICENSOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. LICENSOR SPECIFICALLY DISCLAIMS LIABILITY TO LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE SALE OR DELIVERY OF THE SOFTWARE, THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF LICENSOR FOR DIRECT DAMAGES ARISING OUT OF THE SALE OR DELIVERY OF THE SOFTWARE, THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT, WHETHER IN

CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OR FEES PAID TO LICENSOR FOR THE SOFTWARE IN CONNECTION WITH WHICH SUCH DIRECT DAMAGES WERE INCURRED. LICENSEE ACKNOWLEDGES AND AGREES THAT THE PRICE TERMS OF THE OFFER DEPEND IN PART UPON THIS EXCLUSION OF WARRANTIES AND LIMITATIONS OF LIABILITY.

19. This agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland excluding the laws of Maryland relating to the resolution of conflict of laws of different jurisdictions, and where applicable, with the federal law of the United States. The forum selected for any proceeding or suit related to this agreement or otherwise arising out of Licensee's use of the Software shall be in the State of Maryland. Licensee hereby consents to the foregoing courts' personal jurisdiction over it. This is intended to be a mandatory, and not a permissive, forum selection provision.
20. You acknowledge and agree that Rekor may issue a press release announcing that Rekor is providing you the Software. Rekor may also describe the nature of this relationship in our promotional materials, presentations, and proposals to Rekor's current and prospective customers.
21. You agree not to use the Software to generate Operational Data from a camera manufactured by companies headquartered in the People's Republic of China ("**Prohibited Camera**"). Rekor shall not be responsible for damages and losses arising out of your use of a Prohibited Camera.