

End User License Agreement

PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE JPEGmini SOFTWARE ("SOFTWARE"). THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). BY USING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THE TERMS OF THIS LICENSE AGREEMENT. THIS LICENSE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE PROGRAM, BETWEEN YOU AND BEAMR INC. ("BEAMR"). IF YOU DO NOT AGREE TO THIS AGREEMENT DO NOT DOWNLOAD AND/OR INSTALL AND/OR USE THE SOFTWARE IN ANY MANNER WHATSOEVER.

License Grant. Subject to the terms herein, and subject to payment of applicable fees, BEAMR hereby grants you a limited, personal, non-exclusive, non-transferable, non sub-licensable right to use the Software on your cloud servers hosted on Amazon EC2 in order to optimize your images ("Services"). You may use the Software on your server hosted for your benefit on Amazon's EC2 cloud ("Server"). For avoidance of doubt, this license is limited to your use and is not intended to permit the use of the Services for reselling or sub licensing of the Software, in whole or in part. For reselling the service or sub licensing the software in whole or in part you are required to purchase a suitable license from BEAMR to be made in writing between you and BEAMR and which may be subject to further terms and conditions (including, but not limited to, financial obligations). You shall be solely responsible to ensure that the Software is securely installed and used. The term "Software" shall include all revisions, improvements, new releases and/or updates and related documentation all to the extent provided by BEAMR under this Agreement.

Prohibited Uses. THE SOFTWARE IS LICENSED NOT SOLD. Other than the rights explicitly granted in this Agreement, you shall have no other rights, express or implied, in the Software. Without limiting the generality of the foregoing, you agree and undertake not to: (i) sell, lease, sublicense or distribute the Software, or any part thereof, or otherwise transfer the Software; (ii) reverse engineer, decompile, disassemble, or otherwise reduce to human-perceivable form the Software's source code and or any third party software provided by BEAMR; (iii) modify, revise, enhance, or alter the Software; (iv) copy or allow copies of the Software to be made except for backup or archival purposes and only throughout the term hereof; (v) place the Software onto a server other than the Server (as defined above), make the Server or the Services accessible for use by any third party or otherwise commercialize the Services or provide services to third parties using the Software and/or the Server, unless such services are provided in accordance with the terms set forth in Section 1 above; (vi) test the Software or use the Software in connection with any benchmark tests, evaluation, or any other tests of which the results are designated or likely to be published in any form or media, or otherwise made available to the public, without BEAMR's prior written approval; (vii) represent that you possess any proprietary interest in the Software; (viii) use the Software in any illegal manner or for unlawful

purposes.

Your Content. You may use the Software only if: (i) you own or otherwise possess all necessary rights and licenses with respect to the images, data and any other content used or processed by means of the Software ("Content") (ii) the Content does not infringe, misappropriate, use or disclose without authorization, or otherwise violate any intellectual property rights or proprietary right of any third party; and (iii) you comply with all laws and regulations applicable to your use of the Content including without limiting data protection, anti-SPAM and privacy laws and regulations. You further undertakes to fully comply with any terms and conditions imposed by cloud services providers, to the extent applicable. You shall be solely responsible to back up any Content before using the Services.

Indemnity. You shall be solely responsible for any use of Content by you. UNDER NO CIRCUMSTANCES WHATSOEVER WILL BEAMR BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, WITHOUT LIMITATION, FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY INFRINGEMENT OF THIRD PARTY'S RIGHT, LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE CONTENT AND/OR THE SOFTWARE. You shall indemnify, defend, and hold harmless BEAMR and its directors, officers, and employees from and against all finally awarded costs, damages, losses and expenses, including reasonable attorneys' fees and other legal expenses, arising from a third-party claim that the Content infringes any intellectual property right. BEAMR shall give you prompt notice of any such claim made against it and shall grant you sole control of the defense of any such claim, suit or proceeding.

Title & Ownership. The Software is a valuable trade secret of BEAMR and any disclosure or unauthorized use thereof will cause irreparable harm and loss to BEAMR. All right, title and interest in and to the Software, any derivatives thereof and modifications thereto, including associated intellectual property rights, evidenced by or embodied in and/or attached/connected/related to the Software, are and will remain with BEAMR. This Agreement does not convey to you an interest in or to the Software, but only a limited right of use in accordance with the terms herein. Nothing in this Agreement constitutes a waiver of BEAMR's intellectual property rights under any law.

Maintenance and Support. During the term hereof, BEAMR shall provide you with maintenance and support in accordance with its standard support terms. Such maintenance and support shall include provision of updates, if and as shall be made generally available by BEAMR at its discretion and telephone and online support during normal business hours.

Limited Warranty. BEAMR warrants, for your benefit alone, that upon delivery, the Software shall substantially perform in accordance with the functional specifications in the documentation. BEAMR does not warrant, however, that your use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure. BEAMR's sole liability for any breach of this warranty shall be, in BEAMR's sole discretion: (i) to replace or repair the defective

Software; or (ii) to refund any pre paid license fees to the extent paid with respect to the remainder of the license term. The foregoing warranties are contingent upon your proper use of the Software, and shall not apply to damage caused by misuse, alteration or unauthorized use, repair or installation, other than as pre approved and supported by BEAMR. Notwithstanding the foregoing warranties, BEAMR shall not be held responsible for any errors or damages due to reasons related to cloud hosting services or any other services or products not provided by BEAMR. Only if you inform BEAMR of the defect in writing within 30 days of discovery of the error will BEAMR be obligated to honor this warranty. BEAMR will use reasonable commercial efforts to repair, replace or refund pursuant to the foregoing warranty within 30 days of being so notified. The foregoing constitutes your sole and exclusive remedy for breach by BEAMR of any warranties made under this Agreement.

Warranty Disclaimer. THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, MAINTENANCE SERVICES OR ANY OTHER ITEMS PROVIDED HEREUNDER. BEAMR DOES NOT WARRANT THAT THE SOFTWARE OR ANY MAINTENANCE SERVICES WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION. FOR PURPOSE OF CLARITY, BEAMR DOES NOT INTEND AND WILL NOT BE REQUIRED TO EDIT OR REVIEW ANY CONTENT AND BEAMR SHALL NOT BE LIABLE FOR ANY CONTENT USED OR COMPRESSED BY USING THE SERVICES.

Limitation of Liability. IN NO EVENT SHALL BEAMR'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THE AMOUNT PAID TO BEAMR FOR THE SOFTWARE UNDER THIS AGREEMENT. IN NO EVENT WILL BEAMR BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT BEAMR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Third Party Software. The Software contains software provided by third parties, and such third parties' software is provided "As Is" without any warranty of any kind, and subject to the license terms attached to such third party software, the provisions of this Agreement shall apply to all such third party software providers and third party software as if they were BEAMR and the Software respectively. In addition, the Software contains open source components. Such open source components are protected under copyright law and are licensed to you under specific license terms. Please see the license.txt file included in the Software and available from BEAMR upon request for the applicable license terms of the open source components.

Suggestions and Feedback. It is understood that you may, at its sole discretion, provide BEAMR with suggestions and/or comments with respect to the Software ("Feedback"). You represent that it is free to do so and that you shall not knowingly provide BEAMR with Feedback that infringes upon third parties' intellectual property rights. You further

acknowledge that notwithstanding anything herein to the contrary, any and all rights, including intellectual property rights in such Feedback shall belong exclusively to BEAMR and that such shall be considered BEAMR's Confidential

Information. It is further understood that use of Feedback, if any, may be made by BEAMR at its sole discretion, and that BEAMR in no way shall be obliged to make use of any kind of the Feedback or part thereof.

Term and Termination. This Agreement is valid for as long as you use the Software. Your failure to comply with the terms of this Agreement shall terminate your license and this Agreement. Upon termination of this Agreement: (i) the license granted to you in this Agreement shall expire and you, upon termination, shall discontinue all further use of the Software; and (ii) you shall promptly return to BEAMR all tangible property representing BEAMR's intellectual property rights and all copies thereof and/or shall erase/delete any such information held by you in electronic form.

Modification. BEAMR reserves the right to modify this Agreement at any time by publishing the revised Agreement on the Amazon Market Place. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the Software and/or the Services thereafter means that you accept those changes.

General. This Agreement constitutes the entire agreement between the parties and may not be modified except as set forth in this Agreement. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement shall continue in full force and effect. You may not assign this Agreement without BEAMR's prior written approval. BEAMR shall be entitled to assign this Agreement at its discretion. No waiver of any breach shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and only the competent courts of New York, New York shall have jurisdiction over any dispute arising from this Agreement.

Sections 4, 5, 9, 11 and 14 shall survive the termination of this Agreement.