



## REAL-TIME INNOVATIONS, INC.

### PROJECT TERMS - OEM

The Real-Time Innovations, Inc. (RTI) Project Terms is an exhibit to the RTI License Acknowledgment Certificate (LAC). The Project Terms specifies the particular terms and licenses that You are granted. All use is subject to the terms of the RTI Software License Agreement (SLA). In case of conflict, the order of precedence is the LAC, these Project Terms, and then the SLA. Capitalized terms that are not defined herein are defined in the SLA.

RTI offers several different Project Types:

#### 1. OEM Project

An OEM Project may develop Target Applications and then ship Target Applications to third parties.

##### a. Developer Licenses:

Users within the OEM Project are charged only for Development. Other uses (testing, demonstrations, etc.) are without charge. You must procure a paid Developer license for each User that uses the Software for Development. There are two types of Developer Licenses within an OEM Project:

- Full Developer Licenses allow any use subject to the above.
- Application Developer Licenses allow any use subject to the above except to design or manipulate Quality of Service (QoS) parameters, or modify configuration files. QoS settings and configuration files may be designed, created, or modified only by Full Developer Licensees via “usage profile” files or within a “wrapper” layer of custom software.

##### b. CPU Licenses:

OEM Projects may use any number of CPU Licenses internal to the Project at the Site without charge.

##### c. OEM Runtime CPU Licenses:

- OEM Projects are required to have OEM Runtime CPU Licenses for external distribution of Target Applications to third parties or beyond the Site or Project.
- OEM Projects may not use the Software for Internal End Use.

#### 2. OEM Project-Wide Subscriptions

An annual OEM Project “Development subscription” includes Developer Licenses for all Users in the Project during the Term. An OEM Project “Runtime subscription” includes permanent OEM Runtime CPU Licenses for all CPUs distributed by the Project in Target Applications during the Term. If You license the Software under such a subscription, you must notify RTI of your anticipated usage for each year (or other Term) in good faith and pay the required fees in advance.

OEM Project-Wide Subscriptions may not use the Software for Internal End Use.

#### 3. OEM Pilot Project

If You qualify for, are approved by RTI in its sole discretion, and have accepted these terms for an OEM Pilot Project, then RTI grants You up to three (3) Developer Licenses within the Project, and You may distribute up to 100 OEM Runtime CPU Licenses in Target Applications to third parties over the life of the Project. An OEM Pilot Project may use the Software solely for prototype and test marketing purposes, including market and product validation. At any time, if You wish to use the Software for other purposes, if RTI discontinues approval of the Project, or if the Project exceeds any of the above limits, then You must obtain an appropriate alternate license to continue use.