

## MASTER SERVICES AGREEMENT

This Master Service Agreement (the “Master Services Agreement” or “MSA”) governs the purchase and use of the Services (as defined below) provided by Radar Labs, Inc. (“Radar”), a Delaware corporation, by you (“you” or “Customer”). This MSA is incorporated by reference into each Order Form (as defined below).

This MSA will be implemented through one or more written Order Forms. Any change to the terms of this MSA within an Order Form will apply only to the Services described therein.

### 1. Definitions.

- a. “Agreement” means the MSA together with each Order Form of Customer.
- b. “API” means Radar’s application programming interface.
- c. “Authorized User” means individuals authorized by you to access and use the Services under the rights granted to you pursuant to this Agreement and for whom access to the Services has been purchased hereunder.
- d. “Customer Data” means data or other content or information provided by or on behalf of you using the Services.
- e. “Customer Properties” means mobile applications and websites owned, operated, developed, or licensed by you.
- f. “Documentation” means technical specifications, help information and other documentation concerning the Services, as delivered by Radar in paper, digital or electronic form.
- g. “End Users” means Customer’s employees, agents, independent contractors, and other individuals authorized by Customer to access and use the Services.
- h. “Intellectual Property Rights” means current and future worldwide rights under patent, copyright, design rights, trademark, trade secrets, domain names and other similar rights, whether registered or unregistered.
- i. “Order Form” means an order form executed by Radar and you that sets forth specific Services being provided to you pursuant to this Master Services Agreement.
- j. “Personal Data” means any information that relates to an identifiable, living individual.
- k. “Privacy Notice” means the Radar Privacy Notice, available at <https://radar.com/privacy> that details how Radar handles Personal Data.
- l. “Radar SDK” means Radar’s software development kit available at <https://radar.com/documentation/sdk>.
- m. “Services” means the products and services included in an Order Form, which may include, without limitation, the Radar SDK and APIs and related web services and other Radar software and all related Documentation, including any version or release thereof that is developed or otherwise made generally available by Radar.
- n. “User Account” means a Radar account accessible via a username and password or usage of an API key (collectively “Access Codes”).

### 2. License and Use of the Services.

- a. **Grant of Rights.** Subject to the terms of this Agreement, Radar: (i) grants you and your Authorized Users, during the Term of this Agreement, a limited, worldwide, revocable, non-transferable, non-sublicensable, non-exclusive license to access and use the Services within Customer Properties solely for your internal business use in order to collect, analyze, and act on location data collected and generated by Customer Properties and/or the Services; and (ii) will use commercially reasonable efforts to provide you access to the Services through the internet. You may not use the Services outside the scope of the license granted in this Section 2(a).
- b. **Restrictions and Responsibilities.** Use of the Services is governed by the Product Terms of Use, available at <https://radar.com/terms/enterprise>.

- c. **Support and Service.** Radar will provide you with technical support as set forth on an applicable Order Form and in the Radar Service Level Agreement (“SLA”), available at <https://radar.com/terms/enterprise>.
- d. **Third-Party Services.** Customer acknowledges and agrees that the Services operates on or with or using application programming interfaces (APIs) and/or other services (such as hosting services) operated or provided by third parties (“Third Party Services”).
- e. **Suspension.** Radar reserves the right to suspend your access to the Services: (i) as described in the SLA; (ii) or you are in material breach of this Agreement or the Product Terms of Use, including failure to pay any amounts due to Radar; (iii) if your Access Codes have been compromised, published, or shared; (iv) to prevent a security threat or breach; or (v) to mitigate harm to you, Radar, or any other customer.

### 3. Intellectual Property Rights

- a. **Radar Intellectual Property.** Radar shall own and retain all right, title and interest in and to (i) the Services, all improvements, enhancements or modifications thereto; (ii) any software, applications, inventions or other technology developed in connection with the Services; and (iii) all Intellectual Property Rights related to any of the foregoing.
- b. **Customer Data.** As between the parties, you retain ownership of all Intellectual Property Rights in your Customer Data. You grant Radar, solely for the purpose of enabling your use of the Services, a worldwide, limited, non-transferable, revocable, non-sublicensable, non-exclusive, royalty-free license to use, copy, access, process, reproduce, perform, display, modify, distribute and transmit the Customer Data, and to allow others to do so.
- c. **Feedback.** All your (i) suggestions for correction, change or modification to the Services, (ii) evaluations, (iii) benchmark tests, and (iv) other feedback, information and reports provided to Radar hereunder (collectively, “Feedback”), will be the property of Radar and Customer shall and hereby does assign any rights in such Feedback to Radar. Customer agrees to assist Radar, at Radar’s expense, in obtaining intellectual property protection for such Feedback, as Radar may reasonably request.
- d. **General & Aggregate.** Notwithstanding the foregoing, you agree that Radar may reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) acquired during provision of the Services hereunder, including that it could have acquired performing the same or similar services for another customer. You further agree that Radar shall have a perpetual, worldwide, non-exclusive, irrevocable, royalty-free right and license to use, store, copy, create derivatives, and archive Customer Data solely (i) to create anonymized compilations and analyses of Customer Data that is combined with data from numerous other customers (“Aggregate Data”); and (ii) to create reports, evaluations, benchmarking tests, studies, analyses and other work product from Aggregate Data (“Analyses”). Radar shall have exclusive ownership rights to, and the exclusive right to use, Aggregate Data and Analyses for any purpose, including, but not limited to product improvement and marketing to other customers of the Services. Radar shall not distribute Aggregate Data and Analyses in a manner that is identifiable as Customer Data.
- e. **Customer Identification.** Radar may use and display your name and logo on Radar’s website and other materials solely for the purposes of identifying you as a customer.

### 4. Charges & Payment

- a. **Obligation to Pay.** You will pay Radar the fees as set forth in the Order Form (the “Fees”). Unless otherwise described in your Order Form, Radar will invoice you in advance and all payments are due in US Dollars, net thirty (30) days from the invoice date.
- b. **Interest, Taxes, and Withholdings.** Unpaid undisputed amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. You are responsible for all taxes and withholdings associated with Services other than U.S. taxes based on Radar’s property, employees or income. In the case

of any withholding requirements, you will pay any required withholding itself and will not reduce the amount paid to you on account thereof.

- c. **Overage.** If your use of the Services exceeds the capacities set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of the Order Form or this Agreement), Radar will invoice you for such usage and you agree to pay the additional fees in the manner provided herein.
- d. **Renewal Pricing.** Radar reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term (defined below) or then current renewal term, upon thirty (30) days prior notice to you (which may be sent by email). Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in repricing at renewal without regard to the prior term's per-unit pricing.

## 5. Term & Termination

- a. **Term.** Unless otherwise defined in the initial Order Form, the initial service term shall be one year ("Initial Service Term") and shall renew automatically for additional periods equal to the expiring Initial Service Term (the Initial Service Term and any renewal terms, together the "Term"), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term.
- b. **Termination.** In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (ten (10) days' notice in the case of nonpayment of fees), if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within the applicable notice period. Either party may terminate this Agreement immediately upon written notice to the other if a bankruptcy or insolvency proceeding is commenced by or against the other party (unless such proceeding is dismissed within ninety (90) days) or if the other party is dissolved, liquidated, deemed insolvent, or ceases to do business. You will pay in full for the Services up to and including the last day on which the Services are provided.
- c. **Post-Termination.** Upon any termination, (i) all outstanding amounts owed by you under this Agreement will become immediately due and payable; and (ii) all rights and licenses granted to you hereunder shall immediately terminate, and you shall cease using the Services. You acknowledge that upon termination of the Services Radar may, but is not obligated to, delete your stored Customer Data. You are responsible for backing up Customer Data.

## 6. Privacy and Data Protection.

- a. **Data Processing Addendum.** To the extent that Radar is a processor of Personal Data that is subject to certain Data Protection Laws (as defined in the Data Processing Addendum (the "DPA")), the DPA available at <https://radar.com/terms/enterprise> is hereby incorporated into this Agreement.
- b. **CCPA.** The parties acknowledge and agree that Radar is a service provider for the purposes of the California Consumer Privacy Act (the "CCPA") and may be receiving personal information from you pursuant to the Agreement for a business purpose. Radar shall not sell any such personal information. Radar shall not retain, use or disclose any personal information provided by you pursuant to the Agreement except as necessary for the specific purpose of performing the services for you pursuant to the Agreement, or otherwise as set forth in the Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA.
- c. **Reasonableness.** Radar has, considering the state of the art, cost of implementation, the nature, scope, context and purposes of the Services, and the level of risk, implemented appropriate technical and organizational measures to enable a level of security appropriate to the risk of unauthorized or unlawful processing, accidental loss of and/or damage to Customer Data. At reasonable intervals, Radar tests and evaluates the effectiveness of these technical and organizational measures for enabling the security of the processing.

## 7. Confidentiality

- a. **Confidential Information.** Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Radar includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes Customer Data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information.
- b. **Exceptions.** The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes generally available to the public through no fault of the Receiving Party; or (ii) was in its rightful possession or known by it prior to receipt from the Disclosing Party; or (iii) was rightfully disclosed to it without restriction by a third party; or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party.
- c. **Compelled Disclosure.** Nothing in this Agreement will prevent the Receiving Party from disclosing the Disclosing Party’s Proprietary Information if compelled by law to do so, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure (to the extent legally permissible) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.

## 8. Representations and Warranties; Disclaimer.

- a. **Mutual Representations and Warranties.** Each party represents and warrants to the other that: (i) such party is duly organized and in good standing under the laws of its jurisdiction of organization and in each other jurisdiction as may be required for the performance of this Agreement; (ii) such party’s entry into and performance under this Agreement has been duly approved by all necessary corporate action and does not violate any constituent instrument of such party; and (iii) such party’s entry into and performance under this Agreement does not violate any law or regulation, judicial or executive order, or contractual commitment by which such party is bound.
- b. **Customer Representations, Warranties and Covenants.** You represent, covenant, and warrant that: (i) you will use the Services only in compliance with the terms of this Agreement and all applicable laws and regulations, including without limitation all applicable data privacy laws; and (ii) you have obtained all necessary consents, approvals, and permissions from its end users to allow Radar to (x) provide the Services to you and (y) collect and use Customer Data and information in accordance with Radar’s Privacy Notice.
- c. **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND RADAR (AND ITS LICENSORS) DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. RADAR (OR ITS LICENSORS) DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT (OR ITS LICENSORS) MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES SHOULD NOT BE USED IN ANY MANNER THAT DEFICIENCIES, OMISSIONS, INACCURACIES OR ERRORS COULD RESULT IN DEATH, LOSS, DAMAGES, OR INJURY. YOU MUST MAKE YOUR OWN JUDGMENT ABOUT THE ACCURACY OF RESULTS PROVIDED BY THE SERVICES.

## 9. Indemnification

- a. **By Radar.** If a third party reasonably claims that the Services Radar provides to you infringe or misappropriate that party’s Intellectual Property Rights, Radar will defend you against such claim at its expense and pay all costs, damages and attorney’s fees that a court finally awards or that are included in a settlement approved by Radar. However, in no event will Radar have any indemnification obligations or liability arising from: (i) use of

any Services in a modified form or in combination with software, technologies, products, processes or devices not provided by Radar or intended as part of the use of the Services; or (ii) any content or data provided by Customer, End Users, or third parties; (iii) where you continue the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; (iv) where your use of the Services is not strictly in accordance with this Agreement or (v) Services for which there is no fee or charge. If Radar believes the technology used to provide the Services may infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Radar may, at its option and expense: (x) obtain the right for Customer to continue using the Services; (y) provide a non-infringing functionally equivalent replacement; or (z) modify the Services so that they no longer infringe. If Radar does not believe that the foregoing options are commercially reasonable, then Radar may suspend or terminate Customer's use of the impacted Services and provide a pro rata refund of any fees prepaid by Customer applicable to the period following the termination of such Services.

- b. By Customer.** If a third party claims that the Customer Data infringes or misappropriates that third party's Intellectual Property Rights or if Customer's use of the Services violates the Radar Product Terms of Use, Customer will defend Radar against any such claim or investigation at Customer's expense and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by Customer.
- c. Indemnity Procedures.** A party seeking indemnification will promptly notify the other party of the claim and reasonably cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the indemnified party to admit liability, perform any act or to pay any money will require that indemnified party's prior written consent (such consent not to be unreasonably withheld or delayed) and (ii) the indemnified party may join in the defense with its own counsel at its own expense. The provisions of this Section 9 state each party's entire liability and constitute the other party's sole and exclusive financial remedy for any indemnification claims. Notwithstanding the foregoing, nothing in this Agreement will prevent either party from seeking injunctive relief with respect to a violation of Intellectual Property Rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

## **10. Limitation of Liability and Damages.**

- a. RADAR AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, LICENSORS, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY AMOUNTS THAT, IN THE AGGREGATE, EXCEED THE FEES PAID OR PAYABLE BY YOU TO RADAR FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE APPLICABLE CLAIM , IN EACH CASE, WHETHER OR NOT RADAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- b. NOTWITHSTANDING THE FOREGOING, RADAR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS RELATED TO A RADAR'S BREACH OF ITS OBLIGATIONS UNDER SECTION 6 ("PRIVACY AND DATA PROTECTION"), SECTION 7 ("CONFIDENTIALITY"), AND THE DATA PROCESSING AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.**
- c. SECTIONS 10a AND 10b SHALL NOT APPLY TO CLAIMS RELATED TO: (A) FRAUD OR WILLFUL MISCONDUCT, OR (B) DEATH OR BODILY INJURY OF A PERSON.**

## 11. Additional Terms

- a. **Notice.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- b. **Jurisdiction & Dispute Resolution.** This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. All disputes arising from or relating to the subject matter of this Agreement shall be finally settled by the courts located in New York County, New York. Each party hereby consents and irrevocably submits to the exclusive jurisdiction of such courts.
- c. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- d. **Force Majeure.** Except for payment obligations, neither party will be liable for any delay, inadequate performance or failure to perform any obligations under this Agreement to the extent caused by a condition (including, but not limited to, natural disaster, act of war or terrorism, earthquake, pandemic or health crisis, riot, governmental order, action or inaction, utility or internet service provider failure, delay or disturbance or denial of service attack) that was beyond the party's reasonable control.
- e. **Export Controls.** You may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- f. **Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, proprietary rights, warranty disclaimers, indemnification, and limitations of liability.
- g. **Relationship.** The relationship between Radar and Customer is that of independent contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Radar in any respect whatsoever.
- h. **Assignment.** This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party; provided, however, that the sale of substantially all of the assets of a party (or any of its subsidiaries) or its acquisition by or merger into another company or similar strategic transaction, shall not be deemed an assignment of this Agreement by such party. This Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.
- i. **Order of Precedence.** In the event of a conflict between the documents comprising this Agreement, the documents will control in the following order (from most to least controlling): the Order Form, this Master Services Agreement, the Product Terms of Use, the Service Level Agreement, and the Data Processing Agreement
- j. **Entire Agreement.** This Master Services Agreement, any applicable Order Form pursuant hereto, and the applicable Product Terms of Use, Service Level Agreement, and Data Processing Agreement referenced therein, collectively constitute the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

- k. Modifications.** All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach.