

## **GAMING ADDENDUM**

This Gaming Addendum (the "Gaming Addendum") supplements and is pursuant to the Master Services Agreement between Radar Labs, Inc. ("Radar") and Customer ("Customer" or "you") and sets out the additional obligations of a Customer who is also a Gaming Customer (as defined below). Any terms used in this Gaming Addendum but not otherwise defined have the definitions given to them in the Order Form or Master Services Agreement. As our business evolves, Radar may update this Gaming Addendum. Customers can review the most current version of this Gaming Addendum at any time by visiting <https://radar.com/terms/enterprise>.

### **1. Additional Defined Terms.**

- a. "Gaming Approvals" means any and all required approvals, authorizations, licenses, permits, consents, findings of suitability, registrations, clearances, exemptions and waivers of or from any Gaming Authority, including those relating to the offering or conduct of gaming and gambling activities, or the use of gaming devices, equipment, supplies and associated equipment in the operation of a casino or other gaming enterprise or the receipt or participation in revenues directly or indirectly derived therefrom.
- b. "Gaming Authority" means, collectively, those international, federal, state, local, foreign and other governmental, regulatory and administrative authorities, agencies, commissions, boards, bodies and officials responsible for or involved in the regulation of gaming or gaming activities or the ownership of an interest in any person that conducts gaming in any jurisdiction, including, within a state.
- c. "Gaming Customer" means the Customer, if the Customer offers directly to consumers, or powers another company's direct-to-consumer offering of, one or more of the following regulated or unregulated gaming products:
  - Online sports betting;
  - Online casino gambling (or iGaming);
  - Fantasy sports, including but not limited to season-long fantasy sports and all forms of daily fantasy sports;
  - Sweepstakes casinos or sweepstakes sportsbooks, including but not limited to "social sweeps";
  - Social games, including but not limited to all "freemium", "free-to-play" or "social casino" games;
  - Skill games, including all peer-to-peer contests, trivia contests between two or more players, esports contests between two or more players, or any other games where players stake their own performance;
  - Online lottery games;
  - Lottery courier services;
  - Horse race wagering, including but not limited to pari-mutuel and fixed odds racing; and
  - Class II tribal gaming, including but not limited to on-premise class II and mobile class II gaming.
- d. "Gaming Prohibited Person" means: (1) a person who is identified by any Gaming Authority as unsuitable to be associated with a gaming facility; (2) a person who has been denied a Gaming Approval in any jurisdiction; or (3) a person who has been subject to a suspension or revocation of a Gaming Approval in any jurisdiction.
- e. "Unsuitable Person" means a person who (1) is a Gaming Prohibited Person, (2) causes a party or any of its affiliates to lose or to be threatened with the loss of any Gaming Approvals, or (3) is deemed likely, in the reasonable discretion of a party based on verifiable information or information received from the Gaming Authority or other reliable sources such as background checks, credit searches and searches of the public records, to (i) preclude or materially delay, impede, impair, threaten or jeopardize any Gaming Approval or a party's or its affiliate(s)' application for or ability to obtain or retain any Gaming Approval, or (ii) result in the imposition of materially burdensome terms and conditions on any Gaming Approval.

### **2. Additional Termination.** In addition to any other remedies Radar may have, Radar may terminate the Agreement:

- a. In the event that Customer or any of its officers, directors or investors is an Unsuitable Person (as determined in good faith by Radar's compliance department, legal counsel, or recognized external regulatory counsel,

provided that Radar shall afford Customer with (i) a thirty (30) day advance notice of termination, except where Radar determines in its sole discretion such advance notice would be detrimental to Radar, and (ii) an opportunity to discuss such determination prior to the effective date of the termination;

- b. Upon notice, in the event the Agreement is disapproved by the Gaming Authority in any jurisdiction in which Radar operates, or such Gaming Authority indicates the continuance of Agreement would materially jeopardize any of Radar's Gaming Approvals or subject Radar to any disciplinary action by any such Gaming Authority, and the parties, acting together in good faith, are not able, without materially detrimentally frustrating the commercial intent of the Agreement, to amend the Agreement in a timely manner so that the applicable Gaming Authority no longer disapproves the Agreement; or
- c. Upon notice, in the event state or federal law prohibits Radar from lawfully performing under the Agreement.

**3. Additional Representations, Warranties and Covenants of Gaming Customers.** In addition to Customer's representations, warranties and covenants in Section 8 of the MSA, Customer acknowledges that Radar is licensed by or is otherwise subject to the authority of various Gaming Authorities. Customer further acknowledges that Radar's Gaming Approvals are of vital importance to its business. Customer represents and warrants that Customer has adopted and follows regulatory compliance policies, and Customer agrees to provide Radar with such documentation, information and assurances regarding Customer as may be reasonably necessary in order for Radar to comply with Radar's regulatory compliance policies and requests and with the requests or requirements of relevant Gaming Authorities. Customer shall promptly notify Radar of any material change regarding Customer that may adversely affect Customer's Gaming Approvals, including, without limitation, any cease-and-desist (or other similar notice from a Gaming Authority), or arrest, criminal charge, plea or conviction of Customer or its officers. In addition, Customer agrees to (a) perform routine diligence checks on its policies and procedures on at least an annual basis, (b) notify, at least 72 hours in advance, before launching or suspending a product for which it uses the Services, and (c) notify, at least 72 hours in advance (or such shorter time if required by an applicable Gaming Authority), before accepting or denying End Users in any new jurisdiction. The foregoing representations and covenants shall be fundamental obligations of Customer.

**4. Additional Indemnification Obligations of Gaming Customers.** In addition to Customer's indemnification obligations in Section 9 of the MSA, Customer agrees to indemnify, defend, and hold harmless Radar and its affiliates and subsidiaries and the officers, directors, shareholders, employees, accountants, attorneys, agents, successors, and assigns of all of the foregoing persons and entities from and against any and all third party claims, investigations, damages, liabilities, costs (including reasonable defense costs), and expenses, including reasonable outside legal fees and expenses, resulting from, arising out of, or related to the suspension, revocation, cancellation, non-renewal, or termination of Customer's or Radar's Gaming Approval(s) due to the intentional or negligent act or omission of Customer in breach of the Agreement.