

MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into as of **Effective Date** between “you” (either an individual or an entity, referred to herein as “you”) and (“**Supplier**”): Radarr Technologies Pte Ltd (201223317H)

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY, INCLUDING, WITHOUT LIMITATION, ANY LINKED OR REFERENCED TERMS AND CONDITIONS, WHICH ARE HEREBY MADE PART OF THIS AGREEMENT. BY ENTERING INTO AN ORDER OR OTHER DOCUMENT REFERENCING THIS AGREEMENT, CLICKING A BUTTON OR CHECKING A BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, OR BY OTHERWISE ACCESSING OR USING THE LICENSED MATERIAL OR SERVICES, OR ANY PORTION THEREOF, YOU ARE AGREEING THAT YOU HAVE READ THIS AGREEMENT, AND THAT YOU AGREE TO COMPLY WITH AND TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, THEN YOU MAY NOT ACCESS OR USE ANY PORTION OF THE LICENSED MATERIAL OR SERVICES. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE SET FORTH IN AN ORDER, THE DATE YOU INDICATE YOUR ACCEPTANCE OR, IF NO SUCH DATE IS SPECIFIED, THE FIRST DATE THAT YOU ACCESS OR USE ANY PORTION OF THE LICENSED MATERIAL OR SERVICES (“**AGREEMENT EFFECTIVE DATE**”).

IF YOU ARE AN INDIVIDUAL REPRESENTING AN ENTITY, YOU ACKNOWLEDGE THAT YOU HAVE THE APPROPRIATE AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF SUCH ENTITY. YOU MAY NOT USE THE LICENSED MATERIAL AND MAY NOT ACCEPT THIS AGREEMENT IF YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH RADARR TECHNOLOGIES, OR IF YOU ARE BARRED FROM USING OR RECEIVING THE LICENSED MATERIAL UNDER APPLICABLE LAW.

“You” desire to have Supplier perform the services provided on the applicable Statement of Work for Radarr Social Media Analytics Data and Services (“Services”) and Supplier desires to perform such services for “You” subject to and in accordance with the terms and conditions of this Agreement. References to “You” will include any affiliate of “You” that expressly agrees to the terms and conditions hereunder or is otherwise legally bound to such terms and conditions. “You” and Supplier are each referred to individually as a “party,” and collectively as the “parties.”

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

“**Agreement**” means this Master Services Agreement, and any Statements of Work, amendments, addenda, exhibits, schedules, specifications or other documents, incorporated by reference or attached hereto.

“**Confidential Information**” means the proprietary information exchanged between the parties, which is (i) marked “confidential” or “proprietary” at the time of disclosure by the disclosing party; or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the receiving party, and includes, without limitation, information (tangible or intangible) regarding a party’s technology, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information,.

“**Intellectual Property Rights**” means all right, title and interest in and to the Work Product, including

all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights.

“Moral Rights” means any rights to claim authorship of any Work Product, to object to or prevent the modification or destruction of any Work Product, to withdraw from circulation or control the publication or distribution of any Work Product, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a “moral right.”

“Open Source License” means a license under an OSI-approved (Open Source Initiative) open source license.

“Open Source Technology” means any source code, API, object code, compiled code or linked code, in software or hardware, that is included in, linked to, conveyed by network, or otherwise distributed by (or on behalf of) Supplier or Supplier’s Subcontractor, under an Open Source License, to “You” and/or its customers.

“Related Rights” means Supplier owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights, which Supplier owns and that block or interfere with the rights assigned to “You” under this Agreement.

“Services” means those services and deliverables described in the applicable Statement of Work, including but not limited to the provision of the Work Product, consulting, support, and maintenance.

“Service Levels” means the performance standards set by the parties for the Services. The Service Levels may be set out in this Agreement or the applicable Statement of Work.

“Statement of Work” means the document executed by “You” and Supplier describing the specific Services to be performed by Supplier, including any work product to be delivered by Supplier. The parties may add Services under this Agreement by executing additional Statements of Work.

“Subcontractor” means any third party, such as a person, firm or corporation that may be directly or indirectly contracted by Supplier for all or part of the Services.

“Work Product” means all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, code, computer languages, computer programs, databases, user interfaces, encoding techniques, and other developments, materials and innovations of any kind that Supplier may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection.

2. SCOPE OF THE AGREEMENT.

2.1. Statements of Work. This is a general procurement agreement that contemplates Supplier and “You” entering into one or more Statements of Work to this Agreement. Each Statement of Work will expressly refer to this Agreement and be subject to and governed by the terms and conditions contained herein. Each party acknowledges that the Agreement and any Statement(s) of Work are non-exclusive and “You” may contract with other parties for the procurement of comparable Services.

2.2. Order of Precedence. In the event of a conflict between the provisions of this Agreement and those of any Statement of Work, the provisions of such Statement of Work will control (with respect to

such Statement of Work only); provided, however, that the terms and conditions set forth in this Agreement will always control with respect to limitations of liability, indemnification obligations, representation and warranties, confidentiality and governing law.

2.3. “You” Affiliates as Beneficiary to a Statement of Work. Supplier acknowledges and agrees that Services performed for “You” under a Statement of Work may include providing Services for an affiliate of “You”.

2.4. Changes to Scope. If either party wishes to change the scope or performance of the Services, that party will submit the details of the requested change to the other party in writing. Within a reasonable time after such request (and, if the request is made by “You”, not more than three (3) business days after receipt of “You”’s request), provide a written estimate to “You” of: (a) the likely time required to implement the change; (b) any variations to the fees or other charges for the Services; (c) any likely effect of the change on the Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after the receipt of the written estimate, if the parties agree to such change in the scope or performance of the Services, the parties will mutually agree in writing to such change (each a “Change Order”).

3. PAYMENT; TAXES

3.1. Payment. Unless otherwise specified in the Statement of Work, “You” will pay each invoice, referencing “You”’s purchase order number, submitted by Supplier within fourteen (14) days following receipt thereof, and will not reimburse Supplier for any expenses incurred by Supplier in connection with performing Services. “You” will pay Supplier undisputed fees in accordance with the terms set forth in each Statement of Work. Unless there is 300% breach in Service Level Agreement (SLA), “You” may not cancel this contract before the end date.

3.2. Taxes. Amounts payable to Supplier under this Agreement are exclusive of any transaction taxes (including sales, use, consumption, value-added and similar transaction taxes) that may be imposed in connection with fees received by Supplier pursuant to this Agreement. For any payments made under this Agreement, Supplier may charge and “You” will pay applicable transaction taxes, provided that such transaction taxes are stated on the original invoice related to the Service rendered, that Supplier timely provides to “You” and Supplier’s invoices state such transaction taxes separately.

4. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.

4.1. Assignment of Work Product. “You” agrees that, to the fullest extent legally possible, all Work Product will be works made for hire owned exclusively by Supplier. “You” agrees that, regardless of whether the Work Product are legally works made for hire, all Work Product will be the sole and exclusive property of Supplier. “You” agrees that, regardless of whether the Work Product are legally works made for hire, all Work Product will be the sole and exclusive property of Supplier, except for any information and data which have been provided or collected by Supplier and downloaded prior to Contract Termination Date in connection with this Services and Agreement.

4.2. Open Source. To the extent any Open Source Technology, including any in the Work Product, is subject to an Open Source License, “You” will perfect its rights to meet the requirements of this section, to the fullest extent legally possible consistent with such Open Source License.

4.3. Intellectual Property Warranty and Indemnity. Supplier represents and warrants that none of the Services will violate, misappropriate or infringe on any patent, copyright, trademark, trade secret, right of publicity or privacy, confidentiality or other intellectual property right of any third party, and shall defend, indemnify and hold harmless “You” (including its officers, employees and Directors) from and against any and all costs, liabilities, demands, claims, suits, actions, damages, losses, injuries, restitution or other remedies at law or in equity, lawsuits, arbitrations, administrative proceedings, regulatory proceedings, other adversarial proceedings, judgments and expenses, including without

limitation, attorneys' fees, (collectively, "**Damages**") associated with any allegation that the Services infringe a patent, copyright, trademark, trade secret, right of publicity or privacy or other intellectual property right.

5. CONFIDENTIAL INFORMATION & PERSONAL DATA PROTECTION.

5.1. Obligations. Each party agrees to hold Confidential Information in confidence and to not use or disclose it to a third party for a period of five (5) years from the date of termination or expiration of this Agreement. The receiving party will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care (including reasonable security measures), to prevent the unauthorized use, dissemination or publication of Confidential Information as the receiving party uses to protect its own confidential information of like nature. If either party authorizes the other to make copies of Confidential Information, the other party's proprietary rights notices will be reproduced in the same manner as the original Confidential Information. The receiving party may disclose the Confidential Information to its employees, agents, financial advisers and independent contractors, only as necessary to fulfill the Services and provided such parties have executed a written nondisclosure agreement substantially as protective of the Confidential Information as this Agreement. The receiving party will promptly notify the disclosing party of any actual or suspected misuse or unauthorized disclosure of the disclosing party's Confidential Information.

5.2. Exclusions. Confidential Information will not include information that (a) is made generally available in the public domain prior to time of disclosure; (b) is or becomes publicly available through no act or omission by the receiving party; (c) was already in the receiving party's possession without restriction before receipt from the disclosing party and was not subject to a duty of confidentiality; (d) is rightfully disclosed to the receiving party by a third party without confidentiality restrictions; or (e) that the receiving party independently developed without use of or reference to Confidential Information. The receiving party may disclose the disclosing party's Confidential Information as required by law or court order provided: (i) the receiving party reasonably notifies the disclosing party in writing of the requirement for disclosure, unless notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required. Any such disclosure of Confidential Information will not otherwise relieve receiving party of any of its obligations hereunder.

5.3. Personal Data. The Supplier will comply with all its obligations under any applicable data protection and privacy laws. The Supplier shall not retain any Personal Data obtained from "You" (or any documents or records containing Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of the Agreement. For purposes of this Agreement, Personal Data means any data whether true or not, about an Individual who can be identified; (i) from the data; or (ii) from that data and other information to which the data controller has or is likely to have access.

6. ANTI-BRIBERY.

6.1. Supplier and "You", including its officers, directors, and employees, will comply with all laws applicable to the parties under the Agreement relating to bribery and/or corruption ("Anti-Corruption Laws"); (b) will not directly or indirectly offer, give, authorize, solicit, or accept the giving of money or anything else of value to or from any person, whether a government official or private party, to obtain an improper advantage for "You", Supplier, or any third party, or secure the improper performance of that person's function or misuse of that person's position; (c) will not directly or indirectly offer, give or authorize the giving of money or anything else of value to any government official in his or her personal capacity, to facilitate or expedite government action or approvals; (d) will not do, or omit to do, any act that will cause "You" or Supplier to be in breach of the Anti-Corruption Laws; (e) will not directly or indirectly offer, give or authorize to any Supplier employee or contractor any gift, gratuity, service, favor, or anything else of value to influence or reward that employee or contractor in connection with the Agreement; (f) will not accept, and will promptly report to Supplier, any request or demand for any undue financial or other advantage of any kind received by Supplier in connection

with the performance of the Agreement; and (g) represents and warrants that it has, with regard to any past action or omission related to the Agreement, acted consistently with each requirement set forth above.

7. REPRESENTATIONS AND WARRANTIES.

7.1. General Warranties. Each party represents and warrants that:

(a) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representative whose signature is set forth in the signature has been duly authorized by all necessary corporate action of the party.

7.2. Supplier & Client (“You”) Warranties. Supplier & “You” represents and warrants to that:

(a) its facilities, personnel, experience, and expertise are sufficient to perform the Services as described in any executed Statement of Work;

(b) it will perform the Services in a professional and workmanlike manner, conforming to industry standards and practices;

(c) it will use industry-standard and commercially-reasonable organizational and technical safeguards to protect Confidential Information;

(d) its performance of the Services will be in compliance with all applicable foreign, federal, state, and local laws, rules, and regulations;

(e) it has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with, or that would hinder Supplier’s performance of its obligations under this Agreement;

8. TERM AND TERMINATION.

8.1. Term. The term (the “Term”) of this Agreement will commence on the Effective Date and continue in effect for a period of 3 Years or until terminated in accordance with the terms of this Agreement. The term of each Statement of Work will be as set forth in the Statement of Work itself.

8.2. Termination for Breach. Either party may terminate this Agreement (including all Statements of Work) if the other party breaches any material term of this Agreement and fails to cure such breach (if amenable to cure) within ten (10) days following written notice thereof from the non-breaching party or 300% of Service Level Agreement is breached.

9. GENERAL.

9.1. Force Majeure. Neither party will be liable for any delay or failure of or in performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, acts of the public enemy, government acts, fire, floods, epidemics, quarantine restrictions, strikes, civil commotions, or freight embargoes (“Force Majeure Event”) provided that the affected party has taken reasonable precautions, including, where appropriate, the installation, maintenance and operation of suitable back-up systems, consistent with industry standards in order

to guard against the event causing such delay. If a Force Majeure Event delays, disrupts or interrupts performance of Services, then "You" will not be required to continue to pay the fees for the affected period and Supplier will use its best efforts to restore Services at its expense. If a Force Majeure Event or disaster requires Supplier to allocate limited resources among customers, performance of Services for "You" will enjoy a priority at least equal to any other customer.

9.2. Assignment. "You" may not assign or transfer any of Supplier's rights or delegate any of Supplier's obligations under this Agreement, in whole or in part, without Supplier's express prior written consent. Any attempted assignment, transfer or delegation, without such consent, will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and assigns.

9.3. Equitable Remedies. Because the Services are personal and unique and because "You" will have access to Confidential Information of Supplier, Supplier will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that Supplier may have for a breach of this Agreement.

9.4. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Singapore, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the Singapore courts located and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

9.5. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

9.6. Survival. Those terms that by their nature should survive either expiration or termination of this Agreement, will survive including but not limited to the parties obligations with respect to confidential information, ownership, indemnification and limitation of liability.

9.7. Notices. All notices required or permitted under this Agreement will be in writing and delivered by: (a) confirmed facsimile transmission; (b) by courier or overnight delivery service; (c) by certified mail; or (d) in the case of Radarr Technologies, via email to info@radarr.com, and in each instance will be deemed delivered upon receipt. All notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section.

9.8. Waiver. The waiver of any breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same or other provisions hereof.

9.9. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.10 Entire Agreement. This Agreement, together with all Statements of Work, constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. No other document provided by Supplier, including but not limited to Supplier's quotation, confirmation, acknowledgement, shipping or other sales forms, will be part of this Agreement, unless specifically agreed to by Supplier as evidenced by documentation executed by the parties. This Agreement may not be supplemented, modified or governed by any shrink-wrap, click-wrap or end-user license agreements of Supplier, unless Supplier first agrees in writing by an authorized representative that is not an electronic communication to be bound by such purported



agreements. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.