

ROAR Safety Solutions—Master Service Agreement

This ROAR Safety Solutions Master Service Agreement, together with the ROAR Safety Solutions Agreement and any and all attachments hereto (collectively the “Agreement”) governs the purchase of equipment and the installation and subsequent use of the ROAR Solutions. This Agreement incorporates the capitalized terms defined in the ROAR Safety Solutions Agreement.

1. **STATEMENTS OF WORK.** Any orders for ROAR Solutions are subject to the mutual execution of a Statement of Work in the form provided by ROAR setting forth the terms thereof (each, a “Statement of Work”), including the Statement of Work attached hereto as Exhibit B, which will become effective on the Effective Date. Each Statement of Work is subject to the terms of this Agreement and shall contain the specific terms related to the ROAR Solutions being procured by Customer, and will include the quantity and purchase price of specific components of ROAR Solutions and the number of Connected Spaces being ordered, and the Annual Subscription Fee. As used herein, “Connected Spaces” means the number of guest rooms and common areas (as applicable) on the Property in which ROAR Equipment will be deployed. Customer acknowledges the prices reflected in the Estimate may be different from those in a Statement of Work due to additional information discovered after the preparation of the Estimate. Unless ROAR and Customer sign an agreement that amends the provisions of this Agreement and/or ROAR and Customer sign an agreement that amends the provisions of a Statement of Work by express reference to the specific sections of this Agreement and/or a Statement of Work, no other document may supplement or vary the terms of this Agreement and/or any Statement of Work, and the terms of this Agreement and/or any applicable Statement of Work shall control and supersede the terms of any such other order documentation.

2. **INSTALLATION.**

a. **Shipping.** All ROAR Equipment acquired by Customer under this Agreement will be packaged for shipment in ROAR's standard containers, marked for shipment to Customer at the Property and delivered to Customer or the forwarding agent selected by Customer within the United States or Canada. Shipment of equipment under this Agreement and passage of title to such equipment shall be F.O.B ROAR's warehouse or related facility.

ROAR shall use commercially reasonable efforts to ship ROAR Equipment to Customer within 1 to 3 weeks of a mutually agreed installation date. Customer understands that ROAR cannot guarantee date of delivery. Any expense for any special packaging or any special delivery requested by Customer shall be borne solely by Customer.

b. **Right to Delay or Cancel.** ROAR reserves the right to refuse, cancel or delay any shipment to Customer or complete the Installation Services when (i) Customer is more than ten [10] days late in any payment, (ii) payment for a shipment has not been arranged to ROAR's reasonable satisfaction, or (iii) Customer has failed to perform any of its material obligations under this Agreement or any Statement of Work.

c. **Installation of ROAR Equipment by ROAR.** ROAR will provide all Installation Services at the rates set forth in the applicable Statement of Work. The completion of Installation Services is contingent on installing beacons at a rate of 100 Connected Spaces/ day, and Customer will use reasonable efforts to accommodate that schedule. If ROAR is unable to install at that rate, ROAR may adjust the price and schedule to complete the Installation Services. ROAR's prior written approval is required for re-scheduling any Installation Services, and such re-scheduling may involve the payment of an additional fee. Upon completion of the Installation Services, ROAR will transmit to Customer a complete set of instruction, operation and maintenance manuals for all operating equipment and systems.

d. **Customer Worksite Responsibilities.** Customer shall (i) ensure that the Property worksite (“Worksite”) is fully accessible pursuant to the Installation Schedule, including, without limitation, by making all Connected Spaces available to ROAR Personnel for Installation Services; (ii) provide all information and authorizations necessary for ROAR to perform Installation Services at the Worksite (e.g., access permissions and credentials); (iii) ensure that the Worksite has all permits, power, network capabilities, systems, environmental controls, materials, and physical space necessary for the Installation Services and subsequent operation of the ROAR System at the Worksite; (iv) ensure that the Worksite is safe for

ROAR Personnel, (v) provide reasonable assistance to ROAR (including, in a hospitality facility, any ROAR Personnel lodging accommodations required under a Statement of Work), and cooperate with ROAR's reasonable requests, in connection with completing the Installation Services; and (vi) perform any mutually agreed Installation Services required to complete the installation of the ROAR Platform in conformance with the Documentation or other installation instructions. For the avoidance of doubt, ROAR Personnel shall not move any furniture at the Worksite; Customer shall remain responsible for moving all furniture at the Worksite to allow ROAR Personnel to place the Equipment as required and return moved furniture to its original location. To that end ROAR and Customer Personnel will coordinate as reasonably necessary. Customer acknowledges that if Customer or its service provider changes the configuration settings for Customer's internet access after the date Installation Services are completed, or if power is lost to the Worksite, including any means by which the Property is connected to the Internet, then the ROAR Platform will fail to operate as intended until configuration settings are adjusted or power is restored. ROAR shall have no responsibility for any delays or defects in Installation Services, or the subsequent unavailability of the ROAR System that result from (A) Customer's failure to fulfill the foregoing obligations, (B) the acts or omissions of Customer Personnel, including changing internet configuration settings without coordinating with ROAR, (C) loss of power for any reason, or (D) Customer-performed Installation Services. Customer's failure to install ROAR Equipment in accordance with and to comply with and maintain ROAR's recommended deployment and mounting locations for ROAR Equipment. Installation Services performed by Customer, or its agent will comply with the installation documentation provided by ROAR. As used herein, “Personnel” means the directors, officers, employees, partners, agents, advisers, independent contractors and subcontractors of a party. Also as used herein, “Documentation” means any training, technical or user manuals, and other documentation for the ROAR Equipment and ROAR Solutions.

e. **Error Reporting and Maintenance Services.** Customer will promptly report any Errors to ROAR using the manner identified by ROAR from time to time. Customer agrees to cooperate with ROAR to the extent necessary for ROAR to perform its warranty obligations and Maintenance Services. Such cooperation shall include, but not be limited to, providing ROAR with all information and assistance reasonably requested by ROAR Personnel to provide the Maintenance Services. ROAR may, upon reasonable notice, cease providing Maintenance Services or limit the availability of Maintenance Services if, in ROAR's reasonable judgment, Customer is abusing ROAR's client support system. By way of example and not of limitation, such abuse may include excessive requests for assistance unrelated to Errors or lack of cooperation with the reasonable requests of ROAR Personnel for Error documentation.

3. **ROAR SUBSCRIPTIONS; PLATFORM LICENSE.** ROAR Solutions. Subject to the terms and limitations set forth in this Agreement, and provided that Customer timely pays all applicable fees, including the Annual Subscription Fee, ROAR grants to Customer a limited, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicensable license to use the ROAR System during the Subscription Term solely in the Connected Spaces specified in the applicable Statement of Work. Customer may not use the ROAR Platform or ROAR Equipment for or in a manner that exceeds the number of Connected Spaces specified in the applicable Statement of Work or for any purpose other than in association with ROAR Services. If the Property exceeds the number of Connected Spaces stated in the Statement of Work, then Customer shall pay ROAR for (i) the incremental cost of providing Installation Services to the additional Connected Space(s), and (ii) the ROAR Subscription will be adjusted pursuant to ROAR's then-current pricing. The Roar System, including equipment and software must be dedicated solely to the operation of ROAR Solutions during the Subscription Term.

4. **PAYMENT TERMS.** All orders for ROAR Equipment, including subscription fees and payment terms, are specified in the relevant Statement of Work. For a period of sixty (60) days after the date on which the ROAR Platform is available for use by Customer in no fewer than 90% of the Connected Spaces (the “Go Live Date”), ROAR will continue to monitor the ROAR Platform to ensure that system deployment was successful (the

"Monitoring Period"). If after the conclusion of the Monitoring Period, ROAR determines, in its sole discretion, that the ROAR Platform has not been successfully deployed, ROAR will refund to Customer the Annual Subscription Fee and the ROAR Subscription will be immediately canceled as Customer's sole and exclusive remedy.

a. If applicable, Customer shall be responsible for any applicable sales, use, export, customs, value added or similar taxes and duties payable with respect to the purchase of ROAR Equipment and Annual Subscription Fee, or arising out of or in connection with this Agreement, unless such taxes levied or imposed are based upon ROAR's income or gross revenues. If Customer is a tax-exempt organization, then Customer shall provide written evidence of such status to ROAR. Payments due hereunder must be made in U.S. Dollars and by wire transfer, certified check, bank check, credit card or such other method as may be agreed upon by the parties. Customer shall have no right of set-off or withholding, and no deduction of amounts due from Customer to ROAR shall be made without ROAR's prior written approval. Any amounts not paid by Customer when due (including any charge-back or other reversal of payment, or return of a check for insufficient funds) shall be subject to interest charges from the date due until paid, at the rate of one and one-half percent (1.5%) per month, or the highest interest rate allowable by law (whichever is less), payable monthly. If Customer charges back or otherwise reverses payment, or if a check is returned for insufficient funds, ROAR may also assess an additional fee. If Customer fails to pay any amount owed under this Agreement when due, it shall also be responsible for any reasonable collection costs incurred by ROAR. Without limiting its other rights under the Agreement, if any amounts due to ROAR become past due for more than thirty (30) days, ROAR may at its option and without further notice withhold further shipment of ROAR Equipment and/or suspend the ROAR Services until all invoices have been paid in full.

5. TERM & TERMINATION

a. **Term; Termination.** This Agreement will commence on the Effective Date and shall continue in effect until the expiration of the Initial Subscription Term or a renewal term. Notwithstanding the foregoing, this Agreement may be terminated by either party in the event of: (i) a default as described in Section 7(c) below; or (ii) the other party's dissolution or bankruptcy, or the appointment of a receiver, trustee, custodian, or similar agent. Termination of this Agreement for cause shall result in the immediate termination of all outstanding Statements of Work hereto.

b. **Renewal Term.** The Initial Subscription Term will automatically renew and extend for a successive one (1) year terms at ROAR's then-current pricing, unless at least ninety (90) days prior to the end of any subscription term, either party gives written notice to the other of its desire not to renew this Agreement. ROAR may increase the Annual Subscription Fee for any renewal term by an amount equal to the same percentage as the increase in the consumer price index over the immediately preceding 12 months, as measured by the United States Bureau of Labor (<https://www.bls.gov/cpi/>) entitled "All Items" or a similar index should such index no longer be published.

c. **Default.** If either party fails to perform any material obligation under this Agreement which is not remedied within thirty (30) days following receipt of written notice of such failure, such failure shall constitute a default hereunder, entitling the non-defaulting party to (a) terminate this Agreement by written notice to the defaulting party; and/or (b) exercise any other right or remedy available under this Agreement or applicable law. The non-defaulting party shall be entitled to recover from the other its reasonable attorneys' fees, costs and expenses, including collection agency fees incurred in enforcing this Agreement or for a collection of amounts due and payable hereunder.

d. **Obligations Upon Termination.** Termination of this Agreement shall not discharge a party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Upon termination, (i) all licenses granted hereunder will automatically terminate, (ii) each party shall promptly return to the other or destroy (at the other party's instruction) all Confidential Information of the other party that is in its possession or control at the time of termination, and all Equipment shall remain the property of Customer. All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or

termination of this Agreement shall survive the expiration or termination of this Agreement.

6. **INTELLECTUAL PROPERTY RIGHTS** As between the parties, ROAR owns or has a valid right to use all intellectual property and other proprietary rights in and to the Equipment Software, ROAR Equipment, the Documentation, and the ROAR Solutions, including, but not limited to, any copyrights, patents, trademarks, service marks, trade names, trade dress, mask works, industrial design rights, trade secrets and any other proprietary rights that are associated with the foregoing throughout the world, and Customer acknowledges that it receives no right, title or interest in or to the ROAR Equipment, Equipment Software, Documentation, and/or the ROAR Solutions except for the limited rights expressly provided within this Agreement. Customer may not obfuscate or remove any proprietary notices on any ROAR Equipment or Documentation. Customer agrees not to contest ROAR's and/or its licensor's intellectual property or proprietary rights in or to the ROAR Equipment, Equipment Software, Documentation, and/or the ROAR Solutions. All feedback, suggestions, improvements and similar information relating to the ROAR Equipment, Equipment Software, Documentation, and ROAR Solutions provided by Customer to ROAR shall be the sole property of ROAR, which may freely use them without any obligation to obtain consent or pay compensation to Customer or any other person. Customer authorizes ROAR to anonymize and internally use metrics from Customer's users' use of the ROAR Solutions and ROAR Equipment (such as performance data) to continually improve ROAR's products and services for the benefit of its customer base, and Customer further authorizes ROAR to aggregate such anonymized metrics with other customers' anonymized metrics and disclose the resulting aggregated, anonymized, non-customer-specific metrics in the form of industry metrics.

As used herein:

"ROAR Equipment" means equipment and hardware (including Equipment Software, to the extent contained on such equipment and/or hardware), provided by ROAR to Customer under this Agreement.

"Equipment Software" means any firmware, middleware, and other software code contained on ROAR Equipment provided by ROAR under this Agreement. For clarity, Equipment Software does not include the ROAR Platform.

7. **ADDITIONAL RESTRICTIONS** Customer may not copy the ROAR Solutions or any part thereof, extract the Equipment Software from the ROAR Solutions, reverse-engineer, decompile or attempt to derive the source code or protocols for the ROAR Solutions or any part thereof, install, or attempt to install, any additional software on the ROAR Solutions without the express prior written consent of ROAR, use the ROAR Solutions in a service bureau capacity or to provide services to a third party, combine the ROAR Solutions or any part thereof with any other products or service, copy or emulate the features or functionality of the ROAR Solutions, or use the ROAR Solutions to develop or provide another product or service.

8. REPRESENTATIONS AND WARRANTIES

a. **Functional Warranty - ROAR Equipment.** ROAR warrants that for a period of twelve (12) months following delivery of the ROAR Equipment (the "Warranty Period"), each unit of ROAR Equipment, when used in normal use and in accordance with the Documentation, will be free of defects in materials and workmanship and operate without material Errors. If Customer notifies ROAR in writing of a breach of the foregoing warranty during the Warranty Period and fully complies with any instructions of ROAR regarding returns (including, if applicable, shipping only after receiving a return authorization from ROAR), then ROAR shall, at its expense, and on an exchange basis, repair or replace the ROAR Equipment, or any part thereof, with a conforming unit or part within a reasonable time and shall bear all costs of shipping the repaired or replaced unit or part back to Customer. The foregoing is ROAR's sole liability, and Customer's sole and exclusive remedy, for any breach of the warranty in this Section 3(a). The foregoing warranty does not apply to any failure or Error in a unit of ROAR Equipment that results from (i) misuse or improper or negligent handling or storage by Customer or any of its Personnel or End Users or any other third party not under ROAR's control, (ii) Customer's failure to adequately package or ship a unit or a part in accordance with ROAR's instructions, (iii) Customer's failure to use, install, or maintain the ROAR Equipment in accordance with the Documentation or as otherwise specified by ROAR in writing, (iv) Customer's failure to maintain the proper hardware, systems and applications

for use of the ROAR Equipment as required by the Documentation or otherwise specified by ROAR in writing, (v) use of ROAR Equipment, or any part thereof, in a manner or for a purpose not expressly permitted in the Documentation, (vi) failures of Customer or third-party hardware, software, equipment, platforms or network or networks, or (vii) an event described in Section 13(k). In addition, any modification of ROAR Equipment by a person other than ROAR or its agents shall render the warranty on the such modified ROAR Equipment null and void. ROAR may use either new or refurbished ROAR Equipment and/or parts to fulfill its obligations with respect to the warranty in this Section 3(a). Resolution of some Errors may require installation of Updates to the ROAR Solutions.

- b. **Functional Warranty.** ROAR warrants that the ROAR Solutions, as delivered or provided by ROAR to Customer will materially conform to the specifications as described in their then-current Documentation during the Subscription Term. As Customer's sole and exclusive remedy, and ROAR's sole liability, for any breach of the foregoing warranty, ROAR shall take reasonable steps to correct or repair the ROAR Solutions so that they materially conform to their applicable Documentation. Notwithstanding the foregoing warranty, ROAR shall not be obligated to remedy any failure or defect in the ROAR Solutions that cannot be adequately repeated. The foregoing warranty does not apply to any failure or defect in the ROAR Solutions that result from (i) Customer's failure to maintain the hardware, systems and applications required by the Documentation or otherwise specified by ROAR in writing, (ii) use of the ROAR Solutions in a manner or for a purpose not expressly permitted in this Agreement or the Documentation, (iii) as a result of an event described Section 13.(k); or (iv) Customer's failure to properly install ROAR Equipment (if applicable) in accordance with and to comply with and maintain ROAR's recommended deployment and mounting locations for ROAR Equipment.
- c. **Performance Warranty- Maintenance Services and Installation Services.** ROAR represents and warrants to Customer that it will perform the Maintenance Services and Installation Services in a workmanlike and professional manner using qualified Personnel. In the event of any breach of the foregoing warranty, as Customer's sole and exclusive remedy, and ROAR's sole liability, ROAR will re-perform the defective Services at no additional cost to Customer. Installation Services will be deemed accepted upon performance.
- d. **Customer Acknowledgement and Warranty.** Customer acknowledges its selection of a ROAR service tier may create circumstances where access to power or changes in configuration settings will prevent the ROAR Solutions from operating as intended. Customer represents and warrants to ROAR that (i) it will obtain prior to use all consents and permissions from end users of the ROAR Equipment ("End Users") for their use of the ROAR Equipment, including, without limitation, consent to location-based tracking of End Users who trigger emergency alerts via ROAR Equipment; (ii) it will (a) train End Users on proper use of the ROAR Equipment, and (b) will notify End Users that the ROAR Equipment is not a replacement for 911, and if an End User is suffering from a medical emergency or is the victim of a crime, the End User should call 911; (iii) Customer's use of the ROAR Equipment and ROAR Solutions shall comply with all applicable laws, rules, and regulations; (iv) Customer shall not provide any personally identifiable information of End Users to ROAR via the ROAR Solutions or ROAR Equipment or otherwise; (v) Customer shall perform any services, including deployment and mounting services, required to launch the ROAR Solutions that are specifically assumed by Customer as set forth on a Statement of Work (or other writing) and the Documentation and with ROAR's recommended deployment and mounting locations for ROAR Equipment; and (vi) it is aware of the risk associated with loss of power and changes in configuration settings.
- e. **Mutual Warranties.** Each party warrants to the other party that it is duly authorized and has full authority to enter into this Agreement and to carry out its obligations under this Agreement (including, in Customer's case, making the purchases specified in each Statement of Work).
- f. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ROAR MAKES NO OTHER WARRANTIES, EXPRESS OF IMPLIED, WITH RESPECT TO THE ROAR EQUIPMENT, SOFTWARE, DOCUMENTATION, ROAR SUBSCRIPTION, ROAR SOLUTIONS, OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, SECURITY, FITNESS

FOR A PARTICULAR PURPOSE, FREEDOM FROM VIRUSES, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION, OR THAT THE ROAR SOLUTIONS OR ROAR EQUIPMENT WILL PREVENT THE OCCURRENCE OF INCIDENTS INVOLVING END USERS. ALL REPRESENTATIONS AND WARRANTIES OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE IN THESE TERMS ARE HEREBY DISCLAIMED. ROAR DOES NOT GUARANTEE THAT ALL DEFECTS AND ERRORS CAN OR WILL BE CORRECTED. ROAR'S DEVELOPMENT AND IMPLEMENTATION OF AN INSTALLATION PLAN IS NOT A REPRESENTATION THAT THE PROPERTY WILL BE IN COMPLIANCE WITH ANY LOCAL, STATE OR FEDERAL RULES FOR WORKPLACE SAFETY DEVICES.

9. INDEMNIFICATION

- a. **ROAR Indemnity.** ROAR shall indemnify and hold harmless Customer from any damages awarded by a court of competent jurisdiction in a final, non-appealable ruling or from any amounts agreed upon by ROAR in a settlement, where such damages or settlement amounts arise from a third-party claim or cause of action alleging that the ROAR Equipment, the Equipment Software, or the ROAR Solutions infringes any United States patent, trademark or copyright (an "Infringement Claim").

Should any of the foregoing become, or in ROAR's opinion be likely to become, the subject of an Infringement Claim, ROAR shall, at its option and expense either: (i) procure for Customer the right to continue to use the allegedly infringing element, or (ii) replace or modify the allegedly infringing element to make its use non-infringing without loss of substantial functionality. Notwithstanding the foregoing, if ROAR, in its sole discretion, determines that neither of the said options is reasonably available to it, ROAR, at its option, may require Customer to return the infringing element (or ROAR may disable the infringing element) and refund to Customer a pro-rated portion of the purchase price paid for the infringing element, with the pro-ration determined (a) on a straight-line basis over a period of two (2) years from the date of shipment in the case of ROAR Equipment or Equipment Software as the infringing element, and (b) by the amount of prepaid, unused fees for the Annual Subscription Fee in the case of the ROAR Solutions as the infringing element.

Notwithstanding the foregoing, ROAR shall have no liability or obligation to Customer with respect to any Infringement Claim that is based on or is related to: (i) use of the ROAR Equipment, ROAR Solutions, and/or the Equipment Software in combination with other business processes, products, devices, software, services or components which were not furnished to Customer by ROAR or which were not explicitly approved in writing by ROAR, if the infringement would not have occurred but for the combination; (ii) modification or alteration of the ROAR Equipment, ROAR Solutions, and/or the Equipment Software by any person other than ROAR or its agents, if the infringement would not have occurred but for the modification or alteration; (iii) any content, data, information, instructions or specifications provided by Customer; (iv) use of the ROAR Equipment, ROAR Solutions, and/or the Equipment Software for a purpose other than that for which it was designed or in a manner not expressly permitted by the Documentation; or (v) Customer's indemnification obligations under Section 4(b) or 4(c). THIS SECTION 4(a) STATES THE ENTIRE LIABILITY OF ROAR WITH RESPECT TO ANY INFRINGEMENT CLAIM OR THE INFRINGEMENT OF ANY COPYRIGHTS, PATENTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS RELATED TO THE ROAR EQUIPMENT, ROAR SOLUTIONS, ROAR SUBSCRIPTION, THE DOCUMENTATION, AND/OR THE SOFTWARE OR THEIR USE.

- b. **Mutual Indemnity.** Each party shall indemnify, defend and hold the other party, its Affiliates, and its and their respective officers, directors, members, managers, principals, employees, contractors and representatives harmless from and against any and all out-of-pocket costs and expenses, losses and/or damages, including reasonable attorneys' fees, arising out of, related to or resulting from a third party action or claim alleging facts that, if true would, constitute gross negligence or willful misconduct by the other party or its Personnel.
- c. **Customer Indemnity.** Customer shall indemnify, defend and hold ROAR, its Affiliates, and its and their respective officers, directors, members, managers, principals, employees, contractors and representatives harmless from and

against any and all out-of-pocket costs and expenses, losses and/or damages, including reasonable attorneys' fees, arising out of, related to or resulting from a third-party action or claim arising from (i) the operation or management of the Property or events that occur therein ; (ii) any claim alleging facts, that, if true, would constitute Customer's breach of any of its representations, warranties, covenants or obligations under this Agreement, including, without limitation, those set forth in Section 3(d); (iii) Customer's use of the ROAR Equipment, ROAR Solutions in combination with other business processes, products, devices, software, services or components which were not furnished to Customer by ROAR or which were not explicitly approved in writing by ROAR; (iv) modification or alteration of the ROAR Solutions by Customer; (v) any content, data, information, instructions or specifications provided by Customer; (vi) use of the ROAR Solutions for a purpose other than that for which it was designed or in a manner not expressly permitted by the Documentation; or (vii) Customer's failure to properly install ROAR Solutions (if applicable) and in accordance with and to comply with and maintain ROAR's recommended deployment and mounting locations for ROAR Equipment. As used herein, "Affiliates" means an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" means ownership or the power to dispose of greater than fifty percent (50%) of any outstanding class of equity securities or interests in the subject entity.

10. ROAR SOLUTIONS SECURITY Customer acknowledges that the ROAR Solutions will be hosted and delivered from a data center operated by Amazon Web Services or another provider which is subject to industry-standard external auditing. (The audit certifications maintained by ROAR's current data center are available at <https://aws.amazon.com/compliance/>). Such data center will maintain a written information security program incorporating reasonable administrative, physical and technical safeguards, and compliant with all privacy and data security laws and regulations generally applicable to U.S. technology service providers, to protect the security and integrity of the ROAR Solutions. In the event that ROAR becomes aware of a security incident resulting in the unauthorized use or access to Customer's instance of the ROAR Solutions, ROAR shall notify Customer promptly after confirming the same, shall provide all reasonable available information about the nature and extent of the incident, and shall cooperate with Customer's reasonable requests in connection with investigating and remediating the effects of any such incident.

11. CONFIDENTIALITY Each party (as the "receiving party") agrees not to permit access to or to disclose the other party's (the "disclosing party") Confidential Information (as defined below), except to the receiving party's authorized employees and contractors who are bound by confidentiality agreements with terms no less restrictive than those of this Section 10 and who need to use or have access to the disclosing party's Confidential Information for the purposes contemplated by this Agreement. "Confidential Information" means documents, data, software, and information which, when provided by the disclosing party to the receiving party: (a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; (b) are disclosed orally or visually, and identified as Confidential Information at the time of disclosure; or (c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Receiving party shall use at least the same degree of care in protecting the disclosing party's Confidential Information as receiving party generally exercises in protecting its own confidential information of a similar nature, and shall inform its employees and contractors having access to disclosing party's Confidential Information of its confidential nature. In no event shall receiving party use less than a commercially reasonable degree of care in protecting the disclosing party's Confidential Information. The ROAR Solutions, Equipment Software, and Documentation, as well as results of benchmark and other tests run by either party with respect to the ROAR Equipment, shall be deemed ROAR's Confidential Information without any need for any markings or legends.

Notwithstanding the foregoing, the receiving party shall have no obligation of confidentiality with respect to any information which the receiving party can demonstrate by written documentation: (i) is already known to the receiving party at the time of disclosure; (ii) is or subsequently becomes publicly available through no wrongful act of the receiving party; (iii) is disclosed or provided to the receiving party by a third party without

restriction and without having violated any confidentiality agreement of any party; or (iv) is developed independently by the receiving party without use of or access to the disclosing party's Confidential Information. In addition, receiving party may disclose Confidential Information of the disclosing party to the extent required by law or a judicial or regulatory order; provided, however, that the receiving party furnishes the disclosing party with as much advance written notice as possible under the circumstances and permitted by applicable law, and cooperates reasonably with the disclosing party's efforts to obtain a suitable protective order. The receiving party shall immediately notify the disclosing party of any unauthorized access, use, disclosure, alteration, or loss of the disclosing party's Confidential Information, and shall cooperate with the disclosing party's reasonable requests in connection with investigating and remediating any such incident.

12. LIMITATION OF LIABILITY EXCLUDING CUSTOMER'S BREACH OF SECTION 3(d), SECTION 6, AND TERMINATION RIGHTS OR OBLIGATIONS IN THIS AGREEMENT (INCLUDING ALL EXHIBITS, ATTACHMENTS), NEITHER PARTY (NOR SUCH PARTY'S AFFILIATES NOR THEIR MEMBERS, MANAGERS, SHAREHOLDERS, PRINCIPALS, OFFICERS, DIRECTORS OR PERSONNEL) WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR DAMAGES FOR LOSS OF DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE, OMISSION OF PERFORMANCE, OR TERMINATION HEREOF WITHOUT REGARD TO THE NATURE OF THE CLAIM (E.G., BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, NEITHER ROAR (NOR ITS AFFILIATES NOR THEIR MEMBERS, MANAGERS, SHAREHOLDERS, PRINCIPALS, OFFICERS, DIRECTORS OR PERSONNEL) WILL BE LIABLE TO CUSTOMER FOR ANY OTHER DAMAGES EXCEEDING, IN THE AGGREGATE, THE TOTAL FEES PAID TO ROAR BY CUSTOMER UNDER THE AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE LATEST SUCH CLAIM, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11 WILL BE DEEMED TO PRECLUDE ROAR FROM RECOVERING AMOUNTS OWED TO IT BY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT.

13. GENERAL

a. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; except that ROAR may, without Customer's consent, assign this Agreement in connection with the sale or transfer of all or substantially all of its assets or business to which this Agreement relates. This Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, permitted successors, and assigns. Without limiting the generality of any of the foregoing, ROAR may utilize subcontractors and agents to perform aspects of the Services and its other obligations under this Agreement, provided, however, that ROAR shall remain primarily responsible for compliance with its obligations under this Agreement.

b. Governing Law. This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the United States and the State of New York without regard to the conflict of law provisions thereof. Each party agrees that any litigation arising directly or indirectly out of, or that in any way relates to, this Agreement, shall be adjudicated exclusively in the federal and state courts in and for New York County, New York, and each party by this Agreement consents to the jurisdiction and venue of these courts.

c. Notices Except as otherwise expressly set forth in this Agreement, all notices given by one party to the other under this Agreement shall be in writing, shall be deemed effective upon receipt, must be sent by: (i) personal delivery; (ii) certified or registered US mail, return receipt requested and with first class postage prepaid, or; (iii) overnight mail; or (iv) certified or registered mail, return receipt requested, to Customer at Customer's address as set forth on the signature page of this Agreement, and to ROAR at 512 W Lancaster Ave Unit C, Wayne, PA 19087. All notices will be effective upon receipt. A party may change its notice by

- giving the other party written notice in a form permitted by this Section 8(c).
- d. **Attorneys' Fees.** If either party brings an action at law or in equity related to this Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and all court costs, in addition to all other appropriate relief provided that the judgment or other relief granted to the prevailing party is greater than the best settlement offer made by the other party prior to judgment.
 - e. **Publicity.** ROAR may issue a press release regarding Customer's entry into this Agreement and use of the ROAR Equipment and ROAR Platform, the contents of which shall be subject to Customer's prior approval, which shall not be unreasonably withheld, delayed, or conditioned. ROAR may also, without prior consent, refer to Customer as a customer or user of the ROAR Equipment and ROAR Platform in marketing materials, trade shows, and other promotional or industry-focused communications.
 - f. **Export Controls.** Regardless of whether Customer is a U.S.-based entity, Customer shall not export or re-export any of the ROAR Equipment, ROAR Platform, or Documentation (in whole or in part) to any country without ensuring that such export complies with the Export Administration Regulations of the U.S. Department of Commerce, or any other agency of the U.S. Government, or similar laws governing the export of software or products of any other government having jurisdiction over such export, re-export, or use, pursuant to any applicable statute, regulation, or governmental order. Customer agrees to remain at all times in full compliance with U.S. Government export policy and regulations and failure of such compliance shall constitute a material breach of this Agreement.
 - g. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, then such provision shall be deemed modified to the extent necessary to make such provision enforceable by such court, and the invalidity in whole or in part of any portion of this Agreement shall not impair or affect the validity or enforceability of the remaining provisions of this Agreement.
 - h. **No Waiver** No waiver of any right arising under this Agreement by either party shall be effective unless in writing. Any waiver by either party of any default, delinquency, or other breach by the other party shall not be deemed to be a waiver of any other or subsequent default, delinquency or breach.
 - i. **Cumulative Remedies.** All rights and remedies under this Agreement are cumulative, and the exercise of any right or remedy shall be without prejudice to the right to exercise any other right or remedy provided herein, at law or in equity.
 - j. **Entire Agreement.** This Agreement, together with all appendices, exhibits, schedules, other attachments to this Agreement, Statements of Work, and privacy policy (available at <https://www.roarforgood.com/privacy-policy>) constitute the complete and final agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions with respect to such subject matter. No modification of this Agreement or any part hereof shall be binding unless executed in writing by the parties. In the event of any conflict between the terms and conditions of this Agreement and, the Statement of Work the terms of the Statement of Work shall prevail.
 - k. **Force Majeure.** Neither party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including without limitation labor disputes, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, pandemic, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, civil commotion, unlawful or malicious acts of third parties, or acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement (a "Force Majeure"), for so long as such Force Majeure is in effect.
 - l. **Signatures.** This Agreement and any Purchase Agreement hereto may be executed in counterparts, which together constitute one and the same agreement. Each party may rely on a facsimile or electronic signature of this Agreement. The exchange of copies of this Agreement of signature pages by electronic transmission (including via email and/or portable document format (.pdf)), shall constitute effective execution of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.
 - m. **Audit; Suspension.** Upon reasonable prior written notice and in a manner that does not unreasonably disrupt Customer's day-to-day operations, ROAR and its designated representatives may, at ROAR's expense, audit, examine, and make copies of data and other information in the possession or control of Customer that relate to or concern Customer's compliance with this Agreement. Additionally, ROAR may remotely monitor Customer's use of the ROAR Equipment and ROAR Platform for purposes of evaluating compliance with this Agreement. ROAR may suspend Customer's access to the ROAR Platform and Customer's ROAR Subscription if ROAR reasonably suspects a material breach of this Agreement or if any undisputed fees remain unpaid for more than thirty (30) days following any due date. ROAR will use commercially reasonable efforts to notify Customer prior to any suspension.
 - n. **Relationship of the Parties; No Third-Party Beneficiaries.** ROAR is an independent contractor of Customer. The Agreement does not create any employment, agency, partnership, or joint venture relationship between the parties. Neither party has any authority to contract for or bind the other in any manner or make any representation or commitment on behalf of the other. There are no third-party beneficiaries under this Agreement.

EXHIBIT A

EQUIPMENT MAINTENANCE SERVICES

Overview: ROAR provides Maintenance Services for Errors caused by Equipment Software and the ROAR Platform in the form of Error Corrections and Updates (as each are defined below) (collectively, “**Support**”).

1. ERROR CORRECTIONS AND UPDATES

1.1. Error Corrections

ROAR shall use commercially reasonable efforts to correct and/or provide a work-around for any “Error” (defined as the ROAR Solutions not performing in accordance with the Documentation) reported by Customer that is caused by the Equipment Software or the ROAR Platform in accordance with the priority level reasonably assigned to such Error by ROAR, and within the targeted time set forth in Section 2 below (“Error Corrections”). If the Error Corrections cannot reasonably be cured within such targeted times, the length of such targeted times shall be extended for the period reasonably required to make such Error Corrections, as determined in ROAR’s sole discretion, as long as ROAR commences reasonable efforts to correct and/or provide a work-around for any Error within the targeted times set forth below and continues such efforts with reasonable diligence and continuity. If ROAR is unable to provide Error Corrections within thirty (30) days of Customer notifying ROAR of any Level 1 or Level 2 Error, ROAR will issue a credit to Customer for the ROAR Subscription for the length of time it takes to effectuate such Error Corrections.

1.2. Platform Updates

ROAR shall provide Customer with ROAR’s officially released 1) bug fixes, 2) maintenance releases, and 3) updates to the ROAR Platform or Equipment Software that ROAR makes generally commercially available to all of its customers utilizing the ROAR Platform and Equipment Software at the same service tier as Customer (“**Updates**”). For the purposes of clarity, Updates are limited to incremental improvements to the ROAR Platform and Equipment Software licensed under the Agreement. Updates do not include other products developed by ROAR, beta products or equipment, or platforms under development (“**Additional Products**”). Additional Products may be able to be licensed separately from ROAR for an additional fee, in ROAR’s discretion.

1.3. Support

Requests for Support can be initiated by email (support@roarforgood.com) or telephone (833-275-7627), or such other email address and/or phone number the Customer is notified to use, and Support will be provided remotely. Customer agrees that Support phone calls may be recorded by ROAR or its service provider for quality assurance or training purposes, and information provided by Customer in requesting and receiving Support may also be retained by ROAR for quality assurance or training purposes. ROAR personnel are available to respond to Errors due to the Equipment Software or Platform only. The development of custom applications for and/or from the ROAR Equipment, Equipment Software, or ROAR Platform or other products will be managed through a separate Statement of Work.

2. PRIORITY LEVELS OF ERRORS AND RESPONSES

Levels	Service Impact	Definition	Response Times	Targeted Time to Resolution
<u>Level 3 Errors</u>	<ul style="list-style-type: none"> • 50% or more of a sites network impacted • Alert Console(s) offline • Access Point(s) offline 	Reproducible Errors due to the Equipment Software or Platform that cause severe impact to Customer’s use of the ROAR Equipment. (e.g., work stoppages or system crashes.)	ROAR will use commercially reasonable efforts to respond to requests for Support from Customer within one (1) Business Day (as defined below).	ROAR will use commercially reasonable efforts to provide a resolution, which may consist of a fix, workaround or other solution within two (2) Business Days (as defined below).
<u>Level 2 Errors</u>	<ul style="list-style-type: none"> • 10% rooms or more offline • Single gateway offline • Location accuracy concerns 	Reproducible Errors due to the Equipment Software or Platform that cause inconsistencies or impairments in Customer’s use of the ROAR Equipment.	ROAR will use commercially reasonable efforts to respond to requests for Support from Customer within two (2) Business Days.	ROAR will use commercially reasonable efforts to provide a resolution, which may consist of a fix, workaround or other solution within ten (10) Business Days.
<u>Level 1 Errors</u>	<ul style="list-style-type: none"> • Scattered beacons offline that do not affect floor or location accuracy • Alert Device issues when more than the affected device is available to be used 	Reproducible errors in the ROAR Equipment due to the Equipment Software or Platform that cause minimal impact to Customer’s use of the ROAR Equipment.	ROAR will use commercially reasonable efforts to respond to requests for Support from Customer within three (3) Business Days.	Provide a resolution, which may consist of a fix, workaround or other solution, in ROAR’s reasonable determination, in the next Update or release of the ROAR Equipment Software or the Platform.

“Business Day” means Monday through Friday, excluding holidays observed by the Federal Reserve Bank of New York. “Business Hours” means the time period between 9:00 a.m. to 5:00 p.m. Eastern Standard/Daylight Savings Time on a Business Day.

3. CUSTOMER COOPERATION

ROAR’s obligation to provide Support is conditioned upon the following: (i) Customer’s reasonable effort to resolve the Error after communication with ROAR; (ii) Customer’s provision to ROAR of sufficient information, resources, and Customer Personnel to correct the Error, including replicating the Error; and (iii) Customer’s procurement and installation and maintenance of all hardware and browser software necessary to access and use the ROAR Equipment, Equipment Software, and Platforms in accordance with the Documentation. With respect to Level 1 Errors, Customer shall make available continuous access to appropriate Customer Personnel during ROAR’s response related to the Level 1 Error, failing which ROAR shall be permitted to change the status of the Error. Customer may request support from ROAR to reproduce an Error, in which case ROAR will invoice Customer at its then-current hourly rate for technical support.

4. REPRODUCING PROBLEMS

Support assistance is limited to Customer’s use of the ROAR Equipment unaltered and in accordance with the Documentation and this Agreement. Where applicable for a reported Error due to the Equipment Software or Platform, ROAR will use commercially reasonable efforts to reproduce the problem so that the results can be analyzed.

5. SUPPORT CONDITIONS

5.1. Support Issues Not Attributable to ROAR

ROAR is not obligated to provide Support for problems related to: (i) modifications and/or alterations to the ROAR Equipment or ROAR Platform not performed by ROAR, (ii) use of the ROAR Equipment or ROAR Platform in manner not in accordance with the Agreement or the Documentation, (iii) problems caused by Customer’s negligence, hardware malfunction, or third-party software; (iv) Customer’s failure to replace and/or charge (as applicable) batteries in the ROAR Equipment, keep ROAR Equipment connected to power at all times (as applicable), reset ROAR Equipment as directed by ROAR, guest theft or tampering, or Customer’s failure to replace ROAR Equipment following guest theft or tampering. ROAR is also not obligated to provide Support to Customer (v) during any time period in which the Customer has not paid fees when due, or (vi) due to events beyond ROAR’s reasonable control, as contemplated in Section 13.11 of the Agreement.

5.2. Exclusions from Support

The following items, as reasonably determined by ROAR, are excluded from Support:

- a. If the Support request is deemed to be a request for in-depth training, and as such will require an extended amount of time, the Customer will be referred to ROAR's training or consulting departments.
- b. Assistance in the customization of any products, equipment, hardware, or software. Support does not include assistance with any customization.
- c. Information and assistance related to third-party products or services. Issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications, and use and/or integration thereof with Customer's own software or any hardware, software, or other technology not provided under the Agreement, are not included in Support.

5.3. Additional Services

If Customer desires to have ROAR perform the services excluded under Sections 5.1 and 5.2, ROAR may, in its discretion, provide them to Customer at its then-current services fees pursuant to a professional services agreement mutually executed by the parties.

EXHIBIT B STATEMENT OF WORK

This Statement of Work (“SOW”) is issued pursuant to and, in the event of any conflict between the terms hereof and the ROAR Safety Solutions Master Agreement (“Agreement”), the terms of this SOW will govern. Capitalized terms not defined in this Statement of Work have the meanings given to them in the Agreement. Sections 1, 2, and 4 of this SOW do not apply if your ROAR Solutions are self-installed.

The Estimate attached hereto as Appendix A is incorporated herein by reference.

Terms and Conditions

1. Installation Services

Customer is responsible for arranging the timing, room locations, access and communication to room occupants, if any, in advance of beacon installation. Customer authorizes ROAR to purchase additional Equipment and other equipment or material necessary to complete the installation and arrive at the Go-Live Date in an amount equal to up to 10% of the value of this Statement of Work without Customer’s written authorization (“Additional Equipment”). If such required purchases are greater than 10%, then Customer and ROAR will execute a change order.

1.1 If the Go-Live Date is not available at or before the end of the last day of the initial Installation Services, ROAR and Customer will promptly identify the next mutually convenient date to complete the Installation Services (“Remediation Date”) and execute a project change order with all necessary details. Such change order will include at a minimum reimbursement for ROAR Travel Expenses and labor costs. If the Go-Live Date does not occur within 90 days after the commencement date of providing Installation Services, beginning on the 91st day Customer will pay ROAR a monthly fee of \$150 in advance to reserve its place in ROAR’s installation queue until the Go-Live Date, at which time such monthly fee will cease.

1.2 For Tier 1 Installations: Customer acknowledges that conditions outside of ROAR’s control may prevent a fully functioning Tier 1 installation, and that such conditions may not be discovered until ROAR Personnel is on the Property, in which case Customer hereby agrees that ROAR may proceed with a Tier 3 installation at an additional estimated cost of \$499.99 per Access Point for Hardware Equipment and \$250.00 per Access Point for Annual Subscription Fee. All other terms of this Statement of Work and the Agreement will still apply.

2. Customer Completion of Installation

Customer will provide reasonable assistance to ROAR Personnel during the delivery of Installation Services. If ROAR Personnel is unable to complete the Installation Services for any reason outside of ROAR’s reasonable control, including installing at the rate of 100 Connected Spaces per day, Customer may be required to complete the installation using its Personnel and pursuant to the specific instructions provided by ROAR and the Documentation.

3. Hardware and Installation Invoicing

Customer will pay the cost of this SOW as described in the attached Estimate as follows:

3.1 50% invoiced of the upfront Equipment and Installation Services, excluding sales taxes, due upon receipt after the execution of this SOW and Agreement;

3.2 40% invoiced on the date identified on the Site Preparation form to be prepared and approved by both parties;

3.3 10% invoiced after the conclusion of the first visit providing Installation Services, along with:

- 3.3.1 Any applicable sales, use, export, customs, value added or similar taxes and duties payable for all Equipment and Installation Services;
- 3.3.2 Additional Equipment, if any, and additional installation, shipping or other expenses arising from upgrades or changes to the Installation Services or required by conditions on the Property;
- 3.3.3 All Travel Expenses for ROAR personnel providing Installation Services during such visit. Receipts are available upon request and include a daily Per Diem per installer; and
- 3.3.4 If the cost of any items of Equipment increases after the Effective Date and prior to the commencement of Installation Services, ROAR will increase the invoice amount by an amount equal to the price increase it must pay for such equipment and, for the avoidance of doubt, will not mark up the price for any such Equipment beyond the actual increase ROAR must pay. Customer agrees to pay such increases, if any.

3.4 All invoices are due upon receipt unless otherwise provided.

For the avoidance of doubt, the phrase “Installation Services” in this Section 3 does not apply to ROAR self-installation solutions.

4. Lodging

Customer will provide complimentary lodging and parking for ROAR staff members implementation while they provide Installation Services. If lodging is not provided, ROAR will include lodging expenses within the Travel Expenses invoice at-cost.

5. ROAR Subscription

The Annual Subscription Fee, including any applicable tax, is due on the Go-Live Date and on the anniversary of such date for the remainder of the Subscription Term.

6. Cancellation

Except as required to resolve warranty claims this Statement of Work is non-cancellable and non-refundable.

7. Acknowledgements

THIS STATEMENT OF WORK IS BASED ON THE WRITTEN INFORMATION PROVIDED BY CUSTOMER OR, IN CASES WHERE CUSTOMER HAS PROVIDED NO INFORMATION, IS BASED ON ROAR’S BEST ESTIMATE USING ALL AVAILABLE INFORMATION. REVISIONS TO THIS STATEMENT OF WORK MAY RESULT FROM DETAILED FLOOR PLAN REVIEW, ACTUAL SITE CONDITIONS, CHANGES TO PRODUCT REQUIREMENTS DESIRED BY CUSTOMER, OR OTHER FACTORS DETERMINED PRIOR TO OR DURING INSTALLATION. ROAR RESERVES THE RIGHT TO REVISE THE SPECIFICATIONS, ESTIMATE AND ASSOCIATED COSTS BASED ON CONDITIONS AT THE PROPERTY.

CUSTOMER HAS READ THIS STATEMENT OF WORK, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THOSE ON THE FOLLOWING PAGE.

THE PARTIES ACKNOWLEDGE THAT THIS STATEMENT OF WORK, THE AGREEMENT, AND ANY OTHER ATTACHMENTS OR DOCUMENTS INCORPORATED HEREIN ARE, AS OF THE DATE HEREOF, THE COMPLETE AND EXCLUSIVE STATEMENT OF THEIR AGREEMENT AND SUPERSEDE ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, AND COMMUNICATIONS, VERBAL AND WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS STATEMENT OF WORK.

Appendix A
Initial Estimate