

## **DATA EVALUATION AND MUTUAL NONDISCLOSURE AGREEMENT**

This Data Evaluation and Mutual Nondisclosure Agreement ("**Agreement**") is made as of the date of the last signature below ("**Effective Date**") by and between Quadrant Global Pte Ltd., a Singapore corporation, with the registered office located at 420 North Bridge Road, #04-07 North Bridge Centre, Singapore 188727 ("**Licensor**") and **Swiss Federal Institute of Technology in Lausanne - EPFL**, a Public Establishment of Higher Education and Research, having its registered office at Bâtiment CE – 3.316, Station 1, 1015 Lausanne, Switzerland, c/o **Chair of Policy and Sustainability PASU** ("**EPFL**"). Each of the Licensor and Licensee are referred to as a "**Party**" and are collectively referred to as "**Parties**" in this Agreement.

The Parties agree as follows:

### **1. DEFINITIONS**

- 1.1 "Software" shall mean any computer-based programs or code provided by the Licensor to assist with the use or extraction of Data (as defined herein).
- 1.2 "Data" shall mean all data sets including but not limited to device ID, time stamp, latitude, longitude, IP address and URL information, including, but not limited to, the data in Schedule A of this Agreement.
- 1.3 "Evaluation Material" shall collectively mean both Software and Data.
- 1.4 "Evaluation Period" shall mean the period commencing on the Effective Date and ending thirty (30) days thereafter.
- 1.5 "Affiliate" shall mean any entity that, directly or indirectly, controls, is controlled by, or is under common control with Licensee.

### **2. LICENSE AND USAGE RIGHTS**

- 2.1. License Grant. Licensor grants Licensee and its Affiliates a non-exclusive, non-transferable, non-sublicensable and royalty-free license to reproduce, install, and use the Evaluation Material internally for purposes of evaluating the Evaluation Material and/or testing it in connection with Licensee products and services, and/or Licensee's equipment and systems, during the Evaluation Period. Such evaluation and testing may include but is not limited to merging the Data with Licensee's own data sets.
- 2.2. Internal Use Only. For avoidance of doubt, the License in paragraph 2.1 is meant solely for the Licensee's internal evaluation purposes.
- 2.3. No commercial license. This Agreement does not provide a commercial license and the Licensee's access to and use of the Data after the Evaluation Period is subject to the Parties' entering into and executing a separate commercial license agreement.
- 2.4. Usage. The Licensee represents its stated intention to conduct a non-commercial evaluation of the data for the purposes of determining the business value of incorporating the data into their products and/or services. Licensee will evaluate the Evaluation Material in compliance with this clause 2.4 and in accordance with the laws of its country of business registration as noted above.
- 2.5. No Re-identification. With respect to the use of the Evaluation Material, Licensee represents and warrants that: (i) it does not have the intention to use the Evaluation Material to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Evaluation Material to determine the identity of any person; (iii) it will not accept any information from any third party that permits the use of the Evaluation Material to make such an identification; and that (iv) it will make no such identification.
- 2.6. Delivery. Licensor shall deliver the Evaluation Material from its server to Licensee's server by electronic means, such as an FTP download site, and not by tangible media, such as compact discs, tapes, or disks.

### **3. TERM AND TERMINATION**

- 3.1. Term. Unless earlier terminated pursuant to the terms of this Agreement, the term of this Agreement shall begin on the Effective Date and continue for thirty (30) days, terminating at the end of the Evaluation Period (the "Term").
- 3.2. Right of Termination. Licensor shall have the right to terminate this Agreement before the end of the Term should Licensee fail to cure any breach of this Agreement within five (5) business days of receipt of notice of such breach, or upon purchase by Licensee of a license to the Evaluation Material for commercial use (at which time Licensee's rights and obligations regarding the Evaluation Material will be set forth in a separate definitive license agreement mutually agreed upon by the Parties).
- 3.3. Termination Procedure. Within fifteen (15) business days after the termination of this Agreement, Licensee agrees that it will destroy any copy of the Evaluation Material provided to Licensee by Licensor and upon request by Licensor, certify in writing to said destruction, including any original, backup or archival copy Licensee may have installed, downloaded or recorded on any computer, memory system, or magnetic or optical medium. Licensee will return such materials only upon written request from Licensor.
- 3.4. Extension. The Evaluation Period may be extended for thirty (30) day periods upon written approval by Licensor of a written request for such extension by Licensee, which such request and approval may be provided by email with a confirmed receipt.

#### **4. RESTRICTIONS**

- 4.1. Except as expressly authorized by Licensor, Licensee may not directly or indirectly: (a) reproduce in whole or in part, modify or create any derivative works of the Evaluation Material or any documentation delivered therewith other than as described in section 2 herein; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software; (c) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Evaluation Material; or (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Evaluation Material.
- 4.2. Upon reasonable notice, Licensor may verify Licensee's compliance with this clause and the terms of use of this Agreement and will notify Licensee in writing of any breach of terms. Licensee agrees that the breach of its terms of use as set forth in section 2 of this Agreement or in the course of its business relationship with the Licensor may result in the termination of this Agreement.

#### **5. TECHNICAL SUPPORT**

Licensor shall provide the technical support reasonably necessary for Licensee to adequately evaluate the Evaluation Material.

#### **6. EVALUATION FEE**

Licensor agrees to waive its standard evaluation license fee and agrees that no license fees or other fees will be payable under this Agreement in exchange for the licenses granted under this Agreement. Licensee acknowledges and agrees that this fee arrangement waiver is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

#### **7. PROPRIETARY RIGHTS**

As between the Parties, Licensor retains exclusive ownership of any and all rights, title and interest (including patent rights, copyrights, trade secret rights, mask work rights and any other intellectual property and other proprietary rights throughout the world) in and to the Evaluation Material, and all copies (by whomever made) thereof. The license granted and this Agreement do not constitute a sale of the Evaluation Material, or any portion thereof. Each Party recognizes that Licensor grants no licenses except for the license expressly set forth herein.

#### **8. CONFIDENTIALITY**

- 8.1 As used herein, the term "Confidential Information" shall mean any and all information, technical data and know-how which one Party (the "Disclosing Party") discloses to the other Party (the "Receiving

Party”), provided that such information has been clearly labelled or designated as confidential at the time of disclosure, which is or may be related to (a) the business, present or future, of the Disclosing Party or its affiliates, (b) the technology or products of the Disclosing Party or its affiliates, (c) the research and development or investigations of the Disclosing Party or its affiliates, (d) the business of any customer of the Disclosing Party or its affiliates, (e) the terms of this Agreement, and (f) any other information which is or should be reasonably understood to be Confidential Information of the Disclosing Party or its affiliates. Confidential Information shall not include information which: (a) is previously rightfully known to the Receiving Party without restriction on disclosure; (b) is or becomes, from no act or failure to act on the part of the Receiving Party, generally known in the relevant industry or public domain; (c) is disclosed to the Receiving Party by a third party as a matter of right and without restriction on disclosure; (d) represents general conceptual information (as compared to, e.g., specific technical or financial information, specific offerings or specific product ideas) which is incidentally retained in the unaided memories of persons who have had access to the Confidential Information; or (e) is independently developed by the Receiving Party without use of the Confidential Information. For avoidance of doubt the existence of this MNDA or the existence of a business relationship between the Parties is not Confidential Information.

- 8.2 Each Receiving Party shall at all times, both during the term hereof and for a period of at least three (3) years after termination, keep in confidence all such Confidential Information using a standard of care such Party uses with its own information of this nature, but in no event less than reasonable care. The Receiving Party shall not use any Confidential Information other than in the course of its permitted activities hereunder. Without the prior written consent of the Disclosing Party, the Receiving Party shall not disclose any Confidential Information except on a bona fide “need to know” basis to an employee or contractor under binding obligations of confidentiality substantially similar to those set forth herein. If a Receiving Party is legally compelled to disclose any of the Disclosing Party’s Confidential Information, then, prior to such disclosure, the Receiving Party will (i) assert the confidential nature of the Confidential Information and (ii) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, the Receiving Party shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

## **9. DISCLAIMER OF WARRANTIES**

THE EVALUATION MATERIAL IS PROVIDED WITH ALL FAULTS ON AN “AS IS” BASIS. LICENSOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES THAT THE EVALUATION MATERIAL IS FREE OF DEFECTS, VIRUS FREE, AND ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THE FUNCTIONALITY OF THE EVALUATION MATERIAL WILL MEET LICENSEE’S REQUIREMENTS, OR THAT ERRORS IN THE DATA WILL BE CORRECTED, AND THE IMPLIED WARRANTIES THAT THE EVALUATION MATERIAL IS MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT, UNLESS SUCH IMPLIED WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. FURTHER, LICENSOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE EVALUATION MATERIAL IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

## **10. LIMITATION ON LIABILITY**

EXCEPT FOR BODILY INJURY OR DEATH OF A PERSON, EACH PARTIES INDEMNIFICATION OBLIGATIONS STATED IN SECTION 11 BELOW, AND THE BREACH BY EITHER PARTY OF THE OBLIGATIONS OF CONFIDENTIALITY IN SECTION 7 ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE ARISING OUT OF THE POSSESSION OF, USE OF, OR INABILITY TO USE THE EVALUATION MATERIAL, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM OR LIABILITY IS BASED UPON ANY CONTRACT, TORT, BREACH OF WARRANTY OR OTHER LEGAL OR EQUITABLE THEORY.

## **11. INDEMNITY**



Licensee agrees to indemnify, defend and hold Licensor and its Affiliates harmless from and against any third-party claim or action based on (i) any alleged infringement of any patent, copyright, trade secret, or other proprietary right as a result of its misuse of the Evaluation Material in connection with this Agreement, (ii) Licensee's violation of applicable laws or regulations, including without limitation those related to data security and data privacy and (iii) any gross negligence or willful misconduct by Licensee. Licensor agrees to indemnify, defend and hold Licensee harmless from and against any other third-party claim or action based on any alleged infringement of any patent, copyright, trade secret, or other proprietary right as it relates to the Evaluation Material provided by Licensor to Licensee.

## 12. SURVIVAL

The Parties' obligations under sections 7, 8, 9 and 11 will survive the termination and/or expiration of this agreement.

## 13. SALTING

Licensor may include salted data or seeds used to fingerprint up to 0.01% of the licensed Data; provided, however, such inclusion of salted data shall not materially alter the genuineness, completeness or accuracy of the Licensed Data.

## 14. EXPORT CONTROL

Each Party shall fully comply with all applicable import and export control laws, regulations, rules and orders of the United States and any foreign jurisdiction. Licensee shall not, without first obtaining written authorization from the United States and/or foreign government: (i) export, re-export, release or transfer, directly or indirectly, any Evaluation Material, including any direct products thereof to any proscribed country, entity or person (wherever located) (collectively, "Proscribed Entities") or for any proscribed end-use, or (ii) enter into any transactions with any Proscribed Entity or for any proscribed end-use. Each Party hereby agrees to assume all responsibility for, and to bear all expenses relating to, its compliance with the described laws, regulations, rules and orders, and for obtaining all necessary government authorizations and clearances in relation thereto. If any item is subject to U.S. export controls, the Parties shall provide an Export Classification Number ("ECCN") or export control list number to the receiving Party in writing ("Classified Item"). Before sending a Classified Item, the sending Party shall give the choice to the receiving Party to accept or refuse the reception or exposure of the Classified Item. In no event will the Parties provide a Classified Item that is controlled for export on a munitions list.

## 15. NOTICES

Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed email; (ii) on the delivery date if delivered personally to the Party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt. In the case of Licensor, such notice will be provided to the Licensor representative identified below. In the case of Licensee, notice shall be sent to the individual at the address identified below.

For Licensee

Name	Franziska Zollner
Title	Doctoral Assistant
Address	EPFL CDM MTEI PASU, ODY 4 16 (Odyssea), Station 5, 1015 Lausanne, Switzerland
Email	franziska.zollner@epfl.ch

For Licensor

Name	Tim Solt
Title	VP Sales & Business Development
Address	420 North Bridge Road, #04-07 North Bridge Centre, Singapore 188727

Email	tim@quadrant.io
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## 16. GENERAL PROVISIONS


- 16.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings and communications between the Parties with respect to such subject matter. No modification or amendment to this Agreement shall be effective unless in writing and executed by a duly authorized representative of each Party.
- 16.2. Governing Law. This Agreement is governed by and construed in accordance with the laws of the defendant Party. Any legal dispute may be settled according to the laws of the defendant Party, which shall have the jurisdiction to settle all disputes arising out of or in connection with the present Agreement.
- 16.3. Assignment. Neither party shall assign this Agreement in whole or part without the prior written consent of the EPFL except that either party may assign this Agreement in connection with a merger, reorganization or sale of a substantial part of the assets or business to which this Agreement relates. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and assigns.
- 16.4. Partial Invalidity; Waiver. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- 16.5. Force Majeure. Neither Party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.
- 16.6. Subject Headings. The subject headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any provision of this Agreement.
- 16.7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both together shall constitute one and the same document and such original signatures may be delivered to the EPFL by facsimile transmission or by email.
- 16.8. Public Statements. Neither Party will make any public statements regarding the existence of this Agreement, nor the relationship described herein, without the prior written consent of the EPFL, except as required by law or as otherwise provided for herein.
- 16.9. Electronic Signatures. This Agreement and the related documents entered into in connection with this Agreement are signed when a party's signature is executed through handwriting or through electronic signature technology. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature, and that such electronic signature has the same validity and meaning as their handwritten signature.

IN WITNESS WHEREOF, the undersigned representatives of the Parties have executed this Agreement to be executed on their behalf, as of the Effective Date.

**Licensor: Quadrant Global Pte Ltd.**

Signature	
Name	Tim Solt
Title	VP Sales & Business Development
Date	

**Licensee: EPFL**

Signature	
Name	Prof. Michaël Aklin
Title	Head of the PASU
Date	Nov. 3. 2025

**Evaluation Period Ends thirty (30) days following the date of data sample delivery**

## SCHEDULE A

### File Format

- Each row IS an individual location record
- Records will NOT include users who have limited ad tracking or otherwise opted out
- Record WILL include the data fields listed below (e.g. device\_id, id\_type, latitude, etc.)
- File WILL NOT include a header row and fields will be in the exact order written below
- Quadrant will PUSH file(s) to Company cloud storage

### Location Data Field Details

Data Field	Data Type	Sample Value	Description
device_id	String	8d1437b1-0e2c-462b-a4e8-41bf58...	Unique device advertising identifier
id_type	String	ADID	Ad ID device type: IDFA (iOS) or ADID (Android)
latitude	Float	18.864864	Latitude of the event
longitude	Float	76.39176	Longitude of the event
horizontal_accuracy	Float	19	GPS accuracy in meters
timestamp	Long	1564623910000	Unix timestamp of the event (millisecond)
ip_address	String	157.33.161.132	IP address of the event
device_os	String	Android	Device operating system: iOS or android
os_version	String	9	Device operating system version
user_agent	String	Mozilla/5.0 (Linux; Android 9; SM...	Web browser version and operating system
country	String	IN	ISO2 2-digit alpha country code of the event
source_id	String	24	Quadrant unique identifier for data source
publisher_id	String	ebd8ecea1479f86f75e2f54d6 aac7	Unique developer identifier
app_id	String	2bfef19b8fdbfe3b5bf0cd388831d0df	Unique application identifier
location_context	String	0	0= foreground   1= background
geohash	String	teq7664zc1d5	Unique location alphanumeric string
consent	String	1	0 = NA   1 = yes
quad_id	String		Quadrant's unique device identifier

### POI Data Field Details

Data Field	Sample Value
LocationID	4d40963eae8799d827d0ee1507068dfd
name	7-Eleven
website	<a href="http://7-eleven.com">7-eleven.com</a>
BrandID	1f12f79901b84906deffc0bff68eb89e
claimed	Y
phone	(310) 393-7330
streetAddress	630 Wilshire Blvd
city	Santa Monica
state	CA
country_code	US



zip	90411
zip+4	90411-1502
lat	34.0208943
lng	-118.49549
poi_status	open
geoHash8	9q59x964
plusCode11	85632GC3+9R2
category	Convenience store
specialty	Convenience store
workHours	Monday Open 24 hours, Tuesday Open 24 hours, Wednesday Open 24 hours, etc.
tier1_naics_code	44
tier1_naics_category	
tier2_naics_code	445
tier2_naics_category	
tier3_naics_code	4451
tier3_naics_category	
tier4_naics_code	44512
tier4_naics_category	
tier5_naics_code	445120
tier5_naics_category	Convenience Stores
sic_code	
Sic_Category	
6_digit_Sic_code	
8_digit_Sic_Code	
stock_ticker	SVNDY
address_components	[{"long_name": "Chilonzor district, Block 31", "short_name": "Chilonzor district, etc.
formatted_address	Chilonzor district, Block 31, Toshkent, Toshkent, Uzbekistan
geometry_bounds	{"northeast": { "lat": 41.2373644, "lng": 69.2144752 }, "southwest": { "lat": 41.2371556, etc.
geometry_location	{"lat":34.0208933,"lng":-118.49541}
geometry_location_type	ROOFTOP
geometry_viewport	{"northeast":{"lat":34.02112,"lng":-118.4952},"southwest":{"lat":34.02111,"lng":-118.49519}}
types	street_address
building_id	way_559939957
building_type	commercial
building_name	Dynasties Restaurant Wok
shape_type	polygon
shape_polygon	POLYGON ((-118.4955766 34.0207802, -118.4956121 34.0208106, -118.4956272, etc.
geometry_id	559939957
reviewsCount	12
rating	5.0
numberOfPictures	5