

CADASTRAL TERMS OF SERVICE

Last updated: November 13th, 2025

These Cadastral Terms of Service (this “**Agreement**”) govern your or the company or entity on whose behalf you entered this Agreement (“**Customer**”) use of the Services as made available by Cadastral, Inc. (“**Cadastral**”). In the event Customer has entered into a separate written agreement (“**MSA**”) with Cadastral regarding the Services, such MSA shall govern your use of the Services to the extent it conflicts with this Agreement. Cadastral and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

1. AGREEMENT TO TERMS AND CONDITIONS.

This Agreement is effective, and you agree to be bound by this Agreement, the earlier of the date (i) of your creation of an account on <https://www.cadastral.ai> (the “**Site**”), or (ii) of your first use of the Site or Services (“**Effective Date**”). If you are accepting this Agreement on behalf of Customer, you represent and warrant that you have the authority to bind Customer to the terms and conditions of this Agreement.

2. DEFINITIONS.

(a) “**Account Data**” means anonymized statistics, metrics, analytics, and data regarding the performance and operation of the Cadastral Services (or any part thereof) that Cadastral collects in connection with the use of the Cadastral Services by Customer or its Authorized Users, and other operational and technical metrics necessary to manage and perform the Cadastral Services.

(b) “**Aggregate Data**” means any data that is derived or aggregated in deidentified form from (i) any Customer Materials; (ii) any Output; or (iii) Customer’s and/or its Authorized Users’ use of the Services, including, without limitation, any usage data or trends with respect to the Services.

(c) “**AUP**” means the Acceptable Use Policy as outlined in the Information Security Policy available at www.cadastral.ai/aup, which forms part of this Agreement.

(d) “**Authorized Users**” means employees, agents, or consultants authorized by Customer to use the Services.

(e) “**Cadastral IP**” means the Services, the underlying software provided in conjunction with the Services, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Services, Documentation and Aggregate Data, all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all Intellectual Property Rights in and to any of the foregoing.

(f) “**Customer Materials**” means all information, data, conversations, content and other materials, in any form or medium, that is provided, communicated, stored or otherwise uploaded, by or on behalf of Customer or Customer’s Authorized Users through the Services or in

connection with Customer or Customer's Authorized Users' use of the Services, excluding any Cadastral IP, Account Data or Aggregate Data.

(g) **“Documentation”** means the documentation relating to the Services if and as provided by Cadastral to Customer (including any revised versions thereof), which may be updated from time to time without notice to customer.

(h) **“Intellectual Property Rights”** means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

(i) **“Services”** means the AI-powered software designed to automate back-office workflows for commercial real-estate companies offered by Cadastral to its customers and any updates, patches, bug fixes and/or upgrades thereto that may be provided by Cadastral.

3. PRIVACY POLICY. Please review Cadastral's Privacy Policy, available at <https://www.cadastral.ai/privacy-policy> which also governs how Cadastral collects, uses and shares Customer's and Account Data.

4. ACCESS AND USE.

(a) Services. Subject to the terms and conditions of this Agreement, Cadastral hereby grants Customer a limited, non-exclusive, non-transferable (except in compliance with Section 13(b)) right to use (and permit Authorized Users to and use) the Services in accordance with the Documentation and the terms of this Agreement. Customer is responsible for all acts or omissions by its Authorized Users in connection with their use of the Services and their compliance with the terms and conditions of this Agreement, including, without limitation, with Customer's obligations and the restrictions set forth in Section 4(b).

(b) Use Restrictions. Customer will not and will not permit any person or entity (including, without limitation, Authorized Users) to, directly or indirectly: (i) copy, modify or create any derivative work of any portion of the Services or the Documentation; (ii) reverse engineer, decompile, decode, or disassemble or otherwise attempt to derive or gain improper access to any software component of the Services, in whole or in part; (iii) frame, mirror, sell, resell, market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan any portion of the Services to any other person or entity, or otherwise allow any person or entity to use the Services for any purpose other than for the benefit of Customer in accordance with this Agreement; (iv) use the Services in a manner that violates the AUP; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person or entity, or that violates any applicable law.

(c) Third-Party Services. Certain features and functionalities within the Services integrate with and depend upon third-party services, products, technology and content (collectively, **“Third-Party Services”**). Cadastral does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Services or Third-

Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto.

5. FEES. In order to use the Services, Customer must purchase service credits which get consumed as Customer continues to use or access aspects of the Services (the “Credits”). These Credits must be purchased in advance for Customer to use the Services. All charges associated with the purchase of Credits, and any other payments to use the Services, whether in advance or arrears (the “Fees”) are set forth on the Site or as otherwise agreed to in writing between Customer and Cadastral in a purchase order, invoice, or other ordering document. For credit card payments, payment is due immediately and you hereby authorize Cadastral or our authorized agents, as applicable, to bill your credit card upon purchase of any Credits. For payments through other accepted methods, payment is due and payable in full within thirty (30) days from the invoice date. Payment obligations are non-cancelable, regardless of your utilization (or lack thereof) of the Credits and all Fees are non-refundable. Subject to applicable law, any Credits purchased that remain unused at the end of each month will expire and be removed from your account automatically. If Customer fails to make any payment when due, Cadastral may suspend Services until all payments are made in full. Customer is responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to Cadastral hereunder, other than any taxes imposed on Cadastral’s income.

6. OWNERSHIP AND CONTENT RIGHTS

(a) Cadastral IP. Subject to the limited rights expressly granted hereunder, Cadastral reserves and, as between the Parties will solely own, the Cadastral IP and all rights, title and interest in and to the Cadastral IP. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

(b) Customer Materials. As between Customer and Cadastral, Customer owns and retains all right, title and interest in and to all Customer Materials. You are solely responsible for all your Customer Materials. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your Customer Materials under these Terms. You represent and warrant that neither your Customer Materials, nor your use and provision of your Customer Materials to be made available through the Services, nor any use of your Customer Materials by Cadastral on or through the Services will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation, or violate the AUP.

(c) Output. The Services may generate output for you (“Output”) in response to your Customer Materials uploaded or submitted to influence the Output or Services. As between Cadastral and you, to the extent permitted by applicable law, you are the owner of such Output and Cadastral assigns and will assign to you all right, title and interest in and to the Output generated by your Customer Materials.

(d) Use of Customer Materials and Output. By choosing to use the Services, Customer hereby grants to Cadastral a non-exclusive, worldwide, royalty-free right and license to use,

reproduce, display, perform and modify the Customer Materials or Output to (i) enforce these Terms; (ii) enforce the AUP; (iii) to provide, maintain, develop and improve the Services and Cadastral's other related products, services and technologies; and (iv) for the purpose of creating Aggregate Data. Customer hereby grants Cadastral a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform any Aggregate Data for any lawful purpose in connection with its business.

(e) Feedback. From time to time Customer or its employees, contractors, representatives may provide Cadastral with suggestions, comments, feedback or the like with regard to the Services (collectively, "**Feedback**"). Customer hereby grants Cadastral a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with Cadastral's business purposes, including, without limitation, the testing, development, maintenance and improvement of the Services. For clarity, Feedback is not considered Confidential Information (as defined below).

7. **CONFIDENTIAL INFORMATION.**

(a) Confidentiality. "**Confidential Information**" means any information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Services and the Documentation will be deemed Confidential Information of Cadastral. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement; provided that Cadastral may use and modify Confidential Information of Customer in deidentified form for purposes of developing and deriving Aggregate Data. The Receiving Party may disclose Confidential Information of the Disclosing Party only: (i) to those of its employees, contractors, agents and advisors who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

(b) Exclusions. Confidential Information will not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without access to or use of any Confidential Information of the Disclosing Party that can be evidenced in writing; or (iv) is rightfully obtained by the Receiving Party from a third-party without restriction on use or disclosure.

8. **PUBLICITY**. Either Party may, with the other Party's prior written consent (which will not be unreasonably withheld), use or refer to the other Party's name, trademarks, service marks, or logos in any marketing materials, business development activities, press releases or other

publicity-related matter for the purpose of marketing, publicizing or promoting a Party's business.

9. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

(a) Mutual Representations. Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into this Agreement; and (ii) the execution, delivery and performance of this Agreement by it have been duly authorized by all necessary actions and do not violate its organizational documents.

(b) Customer Additional Representations. Customer represents and warrants that Cadastral's use of the Customer Materials in accordance with this Agreement will not violate any applicable laws or regulations or infringe or violate any intellectual property or other rights of any third party or cause a breach of any agreement or obligations between Customer and any third-party.

(c) Disclaimer. THE SERVICES AND OTHER CADASTRAL IP ARE PROVIDED ON AN "AS IS" BASIS, AND CADASTRAL MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR TO ANY OTHER PARTY REGARDING THE CADASTRAL IP, THE SERVICES OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER.

(d) Accuracy of Output. GIVEN THE PROBABILISTIC NATURE OF MACHINE LEARNING, THE SERVICES MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE CUSTOMER MATERIALS PROVIDED AND YOUR COMPLIANCE WITH THESE TERMS, AND NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, CADASTRAL WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM CUSTOMER MATERIALS, OUTPUT OR USE OR SUCH CUSTOMER MATERIALS OR OUTPUT. You will evaluate the content, nature and accuracy of any Output as appropriate for the applicable use case, including by using human review of the Output.

10. TERM AND TERMINATION.

(a) Term. This Agreement shall commence on the Effective Date and will remain in effect until terminated by either party in accordance with the terms and conditions of this Agreement (the "**Term**").

(b) Termination. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. Further, Cadastral may terminate this Agreement for its convenience at any time by giving Customer 30 days' notice. Customer may terminate this Agreement for its convenience at any time by contacting Cadastral, as provided in Section 14 of this Agreement (Contact), and requesting their account be deleted. Upon termination of your account in accordance

with the terms and conditions of this Agreement, any remaining unused Credits in your account will be removed. Further, any purchased Credits in your account that remain unused for twelve (12) months will expire and be removed from your account automatically. The expiration of Credits will not affect the Term.

(c) Survival. This Section 10(c) and Sections **Error! Reference source not found.**, 2, **Error! Reference source not found.**, 5, 6, 7, 9, 10(d), 11, 12 and 13 survive any termination or expiration of this Agreement.

(d) Effect of Termination. Upon expiration or termination of this Agreement: (i) the rights granted pursuant to Section **Error! Reference source not found.** and Section 8 will terminate; and (ii) Customer will return or destroy, at Cadastral's sole option, all Cadastral Confidential Information in its possession or control, including permanent removal of such Cadastral Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in Customer's possession or under Customer's control, and at Cadastral's request, certify in writing to Cadastral that the Cadastral Confidential Information has been returned, destroyed or, in the case of electronic communications, deleted. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due or otherwise accrued through the effective date of expiration or termination, or entitle Customer to any refund.

11. LIMITATION OF LIABILITY.

(a) Limitation of Liability. EXCEPT FOR (I) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (II) FRAUD OR WILLFUL MISCONDUCT BY EITHER PARTY, OR (III) BREACH OF CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(b) Total Liability. IN NO EVENT WILL CADASTRAL'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER OR ITS AUTHORIZED USERS ARISING FROM ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO CADASTRAL IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE APPLICABLE CLAIM MADE UNDER OR RELATED TO THIS AGREEMENT, LESS ALL AMOUNTS PAID BY CADASTRAL TO CUSTOMER FOR ALL PAST CLAIMS OF ANY KIND MADE UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT CADASTRAL WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

12. INDEMNIFICATION.

(a) Indemnification by Cadastral. Subject to Section 12(a), Cadastral will defend Customer against any claim, suit or proceeding brought by a third-party (“**Claims**”) alleging that Customer’s use of the Services infringes or misappropriates such third party’s Intellectual Property Rights, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by Cadastral (including reasonable attorneys’ fees) resulting from such Claim.

(b) Exclusions. Cadastral’s obligations under Section 12(a) will not apply if the underlying Claim arises from or as a result of: (i) Customer’s breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Customer Materials; (iii) Customer’s failure to use any enhancements, modifications, or updates to the Services that have been provided by Cadastral; (iv) modifications to the Services by anyone other than Cadastral; or (v) combinations of the Services with software, data or materials not provided by Cadastral.

(c) Indemnification by Customer. Customer will defend, indemnify and hold harmless Cadastral from and against any damages and liabilities (including court costs and reasonable attorneys’ fees) awarded in a final judgment against Cadastral, and amounts agreed to in settlement with respect to each of the foregoing, to the extent arising from a Claim against Cadastral that: (i) the Customer Materials or its use by Cadastral in accordance with this Agreement infringes, misappropriates or violates a third-party’s Intellectual Property Rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; (ii) is based on Customer’s or an Authorized User’s use of the Services or Documentation to the extent such use was not in accordance with this Agreement; (iii) is based on the manufacture, sale, distribution or marketing of any Customer’s products or services; or (iv) is based on a breach of Section Error! Reference source not found. by Customer.

13. GENERAL.

(a) Entire Agreement. This Agreement, including its exhibits, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties.

(b) Assignment. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party’s prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, Cadastral may assign or transfer this Agreement to a third party that succeeds to all or substantially all of Cadastral’s business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns.

(c) Notices. All notices required to be sent hereunder will be in given via email as set forth in Section 14 of this Agreement. The email will be deemed to have been given on the date the email was sent without a bounce back message if sent during normal business hours of the

receiving party, and on the next business day if sent after normal business hours of the receiving party.

(d) Relationship of the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.

(e) Waiver. Either Party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

(f) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

(g) Export Regulation. Customer will comply with all applicable export, sanctions and foreign corruption laws and regulations of the United States ("**Trade Laws**") to ensure that the Services are not: (i) exported or re-exported directly or indirectly in violation of Trade Laws; or (ii) used for any purposes prohibited by the Trade Laws.

(h) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New York and the Parties irrevocably consent to the personal jurisdiction and venue therein.

14. CONTACT. If you have any questions about these Terms or the Services, please contact Cadastral at wakeup@cadastral.ai.