MASTER SERVICES AGREEMENT This Master Services Agreement (this "Agreement") is entered into as of January 15, 2024 (the "Effective Date"), by and between: (1) MegaGlobal Enterprise, Inc., a Delaware corporation with offices at 2357 N. Market Street, Wilmington, DE 19801 ("Customer"), and (2) CPaaS Global, Ltd., a Cayman Islands exempted company with offices at 12 Queen's Lane, George Town, Grand Cayman, KY1-1104 ("Provider"). WHEREAS, Customer desires to procure, and Provider agrees to supply, certain communications platform-as-a-service solutions and related services, each as more fully described herein and in associated Orders. NOW, THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

1. Definitions. 1.1 "Affiliate" means, concerning any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity, where "control" denotes the direct or indirect ownership of more than ■fty percent (50%) of the voting securities or equity interests of the subject entity, ■r the power to direct the management and policies of such entity by contract or otherwise. 1.2 "Applicable Law" means all international, federal, state, local, or other applicable laws, statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, or other requirements of any governmental authority with competent jurisdiction, including, without limitation, privacy, data protection, export, and telecommunications laws. 1.3 "Confidential Information" denotes all business, technical, pricing, customer, or product data, and other information disclosed by a party or ■ts Affiliates (the "Discloser") to the other party (the "Recipient") in written, electronic, or oral form, which is marked or identified as confidential or would reasonably be understood to be confidential under the circumstances. 1.4 "CPaaS" means Provider's proprietary communications platform-as-a-service, ■ including software, APIs, documentation, and all related support, maintenance, and professional services as may be further described in each applicable Order. 1.5 "Order" means a written or electronic ordering document executed by Customer (or its Affiliate) and accepted by Provider, referencing this Agreement and specifying the applicable Services, pricing, Service Levels, and any supplementary terms. 1.6 "Personal Data" shall have the meaning given to it under the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any similar or successor laws, to the extent applicable to the Services ■r performance hereunder. 1.7 "Services" means the CPaaS and any related implementation, support, consulting, or professional services provided by Provider to Customer or its Affiliates under this Agreement or any Order. 1.8 "SLA" means any service level agreement or schedule attached hereto or referenced in an Order, which sets forth uptime, quality, response, or credit metrics applicable to the Services. 1.9 "Usage Data" means data generated by or derived from Customer's or its End Users' use of the Services, including logs, traffic patterns, metadata, and analytics, but excluding Customer Data or Personal Data. 1.10 "Term" means the period commencing on the Effective Date and continuing until terminated in accordance with § 13. 2. Scope of Services. 2.1 Subject to and conditioned upon full and timely compliance by Customer with the terms of this Agreement, Provider shall deliver to Customer the Services described in each Order, and grant to Customer a non-exclusive, non-transferable, worldwide license to access ■nd use the CPaaS solely for its internal business purposes and subject to volume, usage, and functional restrictions set forth in the applicable Order(s); provided, however, that nothing herein shall be construed as granting any right or license not expressly set forth herein or in an Order. 2.2 Provider reserves the right to modify, enhance, or discontinue functionality of the Services, provided that no such modification shall materially degrade the core features or performance metrics applicable to the Services as specified in any then-effective Order or SLA, unl■ss required by Applicable Law, governmental order, or in order ■ to mitigate imminent security, fraud, or network integrity risks, in which case Provider will use reasonable efforts to notify Customer in advance. 2.3 Customer acknowledges and agrees that, except as expressly set forth herein, Provider retains all right, title, and interest in and to the Services, CPaaS, Usage Data, and all associated intellectual property, and that all feedback, suggestions, or improvements provided by Customer or its Affiliates relating thereto shall be owned exclusively by Provider. 3. Orders and Statements of Work. 3.1 The parties may enter into one or more Orders or statements of work ("SOWs"), each of which shall be deemed incorporated herein by reference upon execution, and shall specify the nature, scope, and schedule for the Services to be provided, as well as applicable fees, milestones, deliverables, and any supplemental terms or variations from this Agreement. 3.2 In the event of any direct and irreconcilable conflict between the terms of an Order (or SOW) and this Agreement, the terms of the Order (or SOW) shall govern with respect to the subject matter thereof, provided that no Order or SOW may amend or override §§ 8 (Indemnity), 9 (Limitation of Liability), or 11 (Insurance) except by express reference to this Agreement and mutual written agreement of the parties. 3.3 Orders and SOWs may be executed by Affiliates of either party, in which case all references to "Customer" or "Provider" in such Order or SOW shall be deemed to refer to the executing Affiliate, and such Affiliate shall be deemed a party hereto solely for purposes of such Order or SOW. 3.4 § 3.4 intentionally omitted. 4. Fees and Taxes. 4.1 Customer shall pay Provider the fees, charges, and other amounts set forth in each applicable Order, in accordance with the payment terms specified therein or, if not specified, within thirty (30) days of the invoice date, without setoff or deduction, except as expressly permitted by Applicable Law or as expressly set forth herein; all fees are non-cancellable and non-refundable unless expressly stated otherwise in the relevant Order. 4.2 Fees d■ not include, and Customer shall b■ solely responsible for, all applicable sales, use, excise, value-added, withholding, telecommunications, or similar taxes, levies, or duties imposed by any governmental authority in connection with the Services (excluding taxes based on Provider's net income, franchise, or employment), provided that Provider shall provide reasonable cooperation to support Customer's tax exemption claims as may be required by law. 4.3 Late payments may accrue interest at the l■ss■r of 1.5% per month or the maximum rate permitted by law, computed from the date due until paid in full, and Provider may (without prejudice to other remedies) suspend the provision of Services upon ten (10) days' written notice if undisputed fees remain unpaid after such notice period, provided that Provider shall not suspend Services for fees subject to a reasonable and good-faith dispute, so long as Customer pays all undisputed amounts and cooperates to resolve any disputed amounts promptly. 5. Service Levels and Service Credits. 5.1 Provider shall use commercially reasonable ■ff■rts to achieve or exceed the ■ Service Levels set forth in the SLA annexed hereto or referenced in the applicable Order, subject always to the exclusions, scheduled maintenance windows, and force majeure events described therein or in § 15. 5.2 In the event of Provider's failure to meet a Service Level, Customer's exclusive remedy (subject to § 9) shall be to receive the applicable service credits set forth in the SLA, provided that Customer must request such credits in writing within thirty (30) days ■f the end of the applicable measurement period, and such credits shall be applied against future fees ■nly and shall not entitle Customer to any cash refund or offset, except as otherwise required by Applicable Law. 5.3 Service credits shall not accrue (a) during any period of suspension or limitation of the Services in accordance with this Agreement, (b) due to failures or delays caused by Customer, its Affiliates, End Users, or third parties acting on Customer's behalf, or (c) for outages or degradations caused by force majeure, denial-of-service attacks, or other ■ events outside Provider's reasonable control. 5.4 Notwithstanding the foregoing, persistent or material failures by Provider to meet Service Levels for three (3) or more consecutive measurement periods sh■ll entitle Customer, upon thirty (30) days' written notice and an opportunity to cure, to terminate the affected Order without penalty, in which case Provider shall refund any prepaid, unus■d fees relating to the terminated Services.

6. Security, Data Protection, and CPNI. 6.1 Provider shall implement and maintain appropriate technical and organizational measures designed to protect the security, confidentiality, and integrity of Customer Data and Personal Data, including (a) access controls, (b) encryption of data at rest and in transit, (c) regular vulnerability assessments, and (d) incident response procedures, all consistent with industry standards and ■■■I■■■bl■ legal requirements. 6.2 To the extent Provider processes Personal Data on behalf of Customer, the parties shall enter into a data processing addendum (the "DPA") containing terms required by the GDPR and other applicable data protection laws, which shall be incorporated herein by reference. Provider shall not access, use, or disclose Customer's Personal Data except as necessary to provide the Services, prevent or address technical or service problems, comply with law, or as expressly permitted by Customer in writing. 6.3 Provider shall comply with all legal requirements relating to the confidentiality, handling, and protection of Customer Proprietary Network Information ("CPNI") as defined under 47 U.S.C. § 222 and associated regulations, ■ and shall not use, disclose, or permit access to CPNI except as required to perform the Services or as otherwise r■qu■r■d by law, subject to Provider implementing reasonable safeguards to prevent unauthorized access, use, or disclosure thereof. 6.4 In the event Provider becomes aware of any actual or reasonably suspected unauthorized access t■ or disclosure of Customer Data, Personal Data, or CPNI in Provider's custody or control (a "Security Incident"), Provider shall promptly (within seventy-two (72) hours) notify Customer, provide a description of the nature and scope of the Security Incident, and cooperate with Customer to investigate, mitigate, and remediate the effects thereof, including providing reasonable assistance in complying with any applicable notification or regulatory obligations. 7. Compliance and Export Controls. 7.1 Each party shall comply with all Applicable Laws in connection with its performance under this Agreement, including, without limitation, laws relating to anti-bribery and anti-corruption (such as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), export controls, economic sanctions, telecommunications, and data privacy. 7.2 Without ■ limiting the foregoing, Customer shall not (a) permit any End User to access or use any Service in any embargoed country or region (including, but not limited to, Cuba, Iran, North Korea, Syria, or Crimea), or (b) permit access or use by any person or entity listed on any U.S. government or EU restricted party list, or (c) export, re-export, or transfer any Service or technical data except in full compliance with all applicable export control and sanctions regulations, and shall be solely responsible for obtaining any licenses or approvals required thereunder. 7.3 Provider m■y suspend or terminate access to the Services immediately upon notice if continuing to provide such Services would violate any applicable export control or sanctions law, provided that Provider shall use reasonable efforts to minimize the scope and duration of any such suspension or termination. 7.4 Each party represents that neither it nor any of its Affiliates, directors, officers, or employees is identified as a sanctioned or prohibited party under any applicable government list or regulation, and that it will promptly notify the other party upon becoming aware of any change in such status. 8. Indemnity. 8.1 Provider shall defend, indemnify, and hold harmless Customer, its Affiliates, and their respective directors, officers, employees, and agents, from and against any and all claims, actions, suits, proceedings, damages, liabilities, fines, penalties, ■■sts, and expenses (including reasonable attorneys' fees) to the extent arising out of or relating to (a) any third-party claim alleging that the Services infringe any patent, copyright, trademark, or trade secret right of a third party in any jurisdiction in which the Services are provided, (b) Provider's gross negligence or willful misconduct, or (c) Provider's violation of Applicable Law in connection with its provision of the Services. 8.2 Customer shall defend, indemnify, and hold harmless Provider, its Affiliates, and their respective directors, officers, employees, and agents, from and against any and all claims, actions, suits, proceedings, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or relating to (a) Customer's use of the Services in violation of this Agreement, Applicable Laws, or the rights of ■ny third party, or (b) Customer's gross negligence or willful misconduct. 8.3 As a condition to the indemnifying party's obligations under this § 8, the indemnified party must: (a) promptly notify the indemnifying party in writing of any claim for which indemnity is sought (provided that failure to do so shall not relieve the indemnifying party of its obligations hereunder except to the extent materially prejudiced thereby); (b) permit the indemnifying party to assume sole control of the defense and settlement of such claim, provided that the indemnifying party may not settle any claim that imposes any liability or obligation on the indemnified party without its prior written consent (not to be unreasonably withheld, conditioned, or delayed); and (c) provide reasonable cooperation and assistance at the indemnifying party's expense.

6. Security, Con■dentiality, and Data Protection. 6.1 Provider shall, at all times, implement and maintain administrative, technical, and physical safeguards meeting or exceeding prevailing industry standards, reasonably designed to (a) protect against unauthorized or unlawful processing of Customer Data, including Personal Data, and to ensure the security, integrity, and con■dentiality of such information; (b) prevent accidental loss, destruction, alteration, or disclosure thereof; and (c) comply with all applicable data protection and privacy laws, including, where relevant, the GDPR, CCPA, and similar regimes, it being acknowledged that Customer Data may be processed in jurisdictions selected by Provider provided that (i) Provider maintains appropriate cross-border transfer mechanisms and (ii) gives Customer prior notice of any material change in hosting locations with a reasonable opportunity to object. Provider shall conduct periodic risk assessments and penetration testing, and shall promptly address identi■ed vulnerabilities. 6.2 Provider shall not access, use, disclose, or copy Customer Data except as necessary to perform Services, or as expressly authorized in writing by Customer, or as required by ■ law, provided that, prior to any disclosure compelled by law, Provider shall, to the extent legally permitted, give Customer prompt written notice and reasonable cooperation t■ challenge or limit such disclosure. Upon Customer's written request, or upon termination or expiration of this Agreement, Provider shall ■r■m■tly return or securely destroy all Customer Data in its possession or control, except to the extent retention is required by applicable law, in which case Provider shall continue to protect such retained data as set forth herein. 6.3 In the event of any actual or reasonably suspected breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data (a "Security Incident"), Provider shall notify Customer without undue delay (and in no event more than seventy-two (72) hours after becoming aware), such notice to include, to the extent known, a description of the nature of the Security Incident, likely consequences, categories and approximate number of data subjects affected, ■nd measures taken or proposed to address the breach. ■ Provider shall reasonably cooperate with Customer's investigation, mitigation, and any legally required notifications related to any Security Incident, at Provider's expense. 6.4 For clarity, nothing in this Agreement shall be construed to grant Provider any ownership rights in Customer Data; all right, title, and interest in ■nd to Customer Data remains exclusively with Customer, and, except as expressly provided herein, Provider shall not retain any copies thereof following termination or expiration. 7. Telecommunications and CPNI Obligations. 7.1 Provider shall comply with all applicable laws, regulations, and industry standards governing telecommunications services, including but not limited to the protection of Customer Proprietary Network Information ("CPNI") as de■ned under 47 U.S.C. § 222 and related FCC rules, and shall implement and maintain policies and controls reasonably designed to restrict access to and use of CPNI solely to those employees or subcontractors with a bona ■de need-to-know for purposes of performing the Services. 7.2 Provider shall not, except as required by law or as necessary to provide the Services, use, disclose, or permit ■ access to CPNI, nor shall Provider transfer or process CPNI in any jurisdiction not previously disclosed to Customer in writing, and shall immediately inform Customer upon becoming aware of any unauthorized access, use, or disclosure of CPNI. 7.3 Customer acknowledges and agrees that certain telecommunications regulations may require Provider to retain call detail records, message metadata, or similar information for regulatory or law enforcement purposes, and that, subject to the con■dentiality and security obligations herein, Provider may comply with lawful requests or compulsory legal process, provided that, unless legally prohibited, Provider shall provide Customer with prompt notice and reasonable cooperation to contest or limit such disclosure. 7.4 The Parties agree to enter into a supplemental data processing or CPNI protection addendum as may be required to address any region-speci■c or industry-speci■c compliance requirements, the terms of which shall be incorporated herein by reference, *mutatis mutandis*. 8. Compliance and Export Control. 8.1 Each Party shall, at its own expense, comply with all applicable laws, rules, and regulations, including (a) anti-bribery and anti-corruption laws such as the U.S. Foreign Corrupt Practices Act and UK Bribery Act, (b) economic sanctions and export control laws administered by U.S. and non-U.S. authorities, and (c) telecommunications, privacy, and data protection statutes in ■ll jurisdictions in which Services are provided ■r received. 8.2 Customer shall not, directly or indirectly, export, re-export, transfer, or use the Services or any underlying technology or data in violation of any applicable export control or sanctions law, ■n■lud■ng but not limited to (a) providing access to, or use of, the Services by persons or entities in countries or territories subject to comprehensive U.S. or EU s■n■t■■ns, or (b) to any end user listed on any U.S., EU, or UK restricted party list. Customer sh■ll obtain any licenses or approvals required by applicable law, and shall promptly notify Provider of any actual or suspected v■■■t■■n. 8.3 Provider reserves the right to suspend or terminate, upon written notice and without liability, any Service to the extent continued performance would, in its reasonable judgment, result ■ in a violation of applicable law, provided that Provider shall use reasonable efforts to minimize the scope and duration of any such suspension and shall refund any ■r■-■■■d fees for Services not delivered. 8.4 Each Party represents that, as of the Effective Date, neither it nor its Affiliates, nor any of its or their officers, directors, or employees, is the subject of any sanctions, embargoes, or export restrictions administered or enforced by the U.S., EU, UK, or United Nations, and each shall promptly notify the other if it becomes subject to any such restrictions during the Term.

9. Indemnification. 9.1 Provider shall indemnify, defend, and hold harmless Customer, its Affiliates, and their respective officers, directors, employees, and agents against any and all third-party claims, actions, proceedings, damages, liabilities, fines, penalties, losses, and expenses (including reasonable attorneys' fees) arising from: (a) any actual or alleged infringement or misappropriation by the Services, as provided or used in accordance with this Agreement, of any U.S. or foreign patent, copyright, trademark, or trade secret; (b) Provider's gross negligence or willful misconduct; or (c) Provider's breach of its confidentiality or data protection obligations. 9.2 Customer shall indemnify, defend, and hold harmless Provider, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, actions, proceedings, damages, liabilities, fines, penalties, losses, and expenses arising from: (a) Customer's or any user's violation of law or third-party rights in connection with its use of the Services (other than to the extent caused by Provider); (b) Customer's gross negligence or willful misconduct; or (c) Customer's breach of its obligations under § 8.2. 9.3 The obligations in §§ 9.1 and 9.2 are subject to the indemnified Party (a) promptly notifying the indemnifier in writing of any claim (provided that failure to do so shall not relieve the indemnifier unless prejudiced thereby), (b) granting sole control of defense and settlement to the indemnifier (except that the indemnifier may not settle any claim which admits liability or imposes obligations on the indemnified Party without its express written consent, not unreasonably withheld), and (c) providing reasonable cooperation at the indemnifier's expense. 9.4 Notwithstanding the foregoing, Provider shall have no indemnity obligation for any claim to the extent arising from: (a) modification of the Services by anyone other than Provider or at Provider's direction; (b) use of the Services in combination with products or services not supplied or authorized in writing by Provider, if the claim would not have arisen but for such combination; or (c) use of the Services not strictly in accordance with this Agreement or applicable documentation. 10. Limitation of Liability. ■ 10.1 EXCEPT FOR LIABILITY ARISING FROM (a) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (b) BREACH OF § 6, 7, 9, OR 11, (c) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, OR (d) EITHER PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE (REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. 10.2 EXCEPT AS SET FORTH IN § 10.1, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) FIVE MILLION DOLLARS ($5,000,000), OR (B) THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER TO PROVIDER UNDER ALL ORDERS IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. 10.3 The foregoing limitations shall not apply to liability ■ for death or personal injury caused by either Party's negligence, or to any liability which cannot be lawfully limited or excluded under applicable law. 11. Insurance. 11.1 Provider shall, at its sole cost and throughout the Term, maintain and keep in force insurance policies with reputable carriers rated A- or better by A.M. Best, including (a) Commercial General Liability insurance with minimum per occurrence and aggregate limits of not less than $2,000,000, (b) Cyber Liability and Technology Errors & Omissions insurance covering data breaches, privacy liability, and technology professional services, with limits of not less than $5,000,000 per claim and in the aggregate, and (c) Workers' Compensation and Employer's Liability insurance as required by applicable law. 11.2 Upon Customer's request, Provider shall furnish certificates of insurance evidencing compliance with the foregoing requirements; such insurance shall be primary and non-contributory with respect to any insurance maintained by Customer, and shall not be canceled or materially altered without at least thirty (30) days' prior written notice to Customer. 11.3 The maintenance of ■ insurance by Provider shall not limit or affect its liability under this Agreement, except to the extent proceeds are actually paid to satisfy any such liability. [Sig-Block-α] _____

12. Term and Termination. 12.1 This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years ("Initial Term"), unless earlier terminated in accordance with th■s section or as otherwise provided herein. Thereafter, it shall automatically renew for successive one (1) year periods unless either Party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. 12.2 Either Party may terminate this Agreement or any Order (a) for material breach by the other Party that remains uncured thirty (30) days after written notice specifying the breach, except that Provider may suspend Services immediately upon written notice if Customer fails to pay undisputed amounts due within ten (10) days after additional notice of delinquency; or (b) if the other Party becomes insolvent, enters bankruptcy, or ceases business in the ordinary course. 12.3 Upon expiration or termination of this Agreement, (a) all rights and licenses granted hereunder shall immediately cease, (b) Customer shall pay all amounts due and owing for Services performed through the effective date of termination, and (c) Provider shall, upon written request, return or destroy all Customer Data in accordance with § 6.2. Sections intended by their nature to survive (including §§ 1, 4.3, 6, 7, 8, 9, 10, 11, 12.3, 13, and 14) shall so survive. 12.4 Termination of this Agreement or any Order shall be without prejudice to either Party's rights or remedies at law or in equity arising prior to the effective date of termination, provided that neither Party shall be liable to the other for damages solely as a result of lawful termination in accordance with this section. 13. Notices. 13.1 All notices, consents, and approvals required or permitted under this Agreement shall be in writing and delivered by hand, reputable overnight courier, or email (with con■rmation of delivery), and shall be effective (a) upon receipt if delivered by hand, (b) one (1) business day after dispatch if sent by overnight courier, or (c) upon con■rmation of delivery if sent by ■ email to the addresses set forth on the Cover Page (or such other address as ■ Party may designate by notice pursuant to this section). 13.2 Notices relating to breach, indemnity, or termination must be sent to the attention of the General Counsel (or equivalent senior legal officer) of the recipient. 14. Governing Law and Dispute Resolution. 14.1 This Agreement and any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, shall be governed by and construed in accordance with the laws of the State ■f New York, without regard to its con■icts of law principles. 14.2 Any dispute that cannot be resolved by negotiations between executives of the Parties within thirty (30) days shall, at the written request of either Party, be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, conducted in New York, New York, in the English language, before a single arbitrator appointed ■ursu■nt to said rules. Judgment upon ■ the award may be entered in any court of competent jurisdiction. 14.3 Notwithstanding the foregoing, either Party may seek temporary or permanent injunctive relief or other equitable remedies ■n any court of competent jurisdiction to prevent or curtail actual or threatened unauthorized use or disclosure of Con■dential Information or infringement of intellectual property rights. 15. Miscellaneous. 15.1 Neither Party may assign, delegate, or transfer ■ny of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, except that either Party may assign this Agreement without consent to a successor in interest by merger, acquisition, or sale of substantially all assets, provided that (a) such successor is not a direct competitor of the non-assigning Party, and (b) prompt written notice of assignment is given. 15.2 This Agreement, including all Orders, annexes, and addenda, constitutes th■ entire agreement between the Parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, proposals, and representations, oral or written, relating ■ thereto; any waiver or modification must be in writing and signed by authorized representatives of both Parties. 15.3 In the event any ■r■v■s■■n of this Agreement is held invalid, illegal, or unenforceable, such provision shall be construed, as nearly as possible, to reflect the original intent of the parties, and the validity and enforceability of the remaining provisions shall not be affected. 15.4 No failure or delay by either Party to exercise any right or remedy provided hereunder shall constitute a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy. 15.5 Each Party represents that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder. 15.6 For avoidance of doubt, nothing herein shall create any agency, partnership, joint venture, or employment relationship between the Parties. 15.7 For further provisions regarding change control, see § 21.4(c)(iv).