

[Sig-Block-α] _____ MASTER SERVICES AGREEMENT between ALPINE DATA LLC, a Delaware limited liability company (“Provider”) and PIVOTAL RETAIL SOLUTIONS, INC., a Delaware corporation (“Customer”) Effective Date: July 1, 2024 This Master Services Agreement (“Agreement”) is entered into as of the Effective Date above by and between Provider and Customer (each, a “Party” and collectively, the “Parties”). RECITALS: WHEREAS, Provider offers certain data, communications, and managed services; and WHEREAS, Customer desires to obtain and Provider agrees to provide such services pursuant to the terms and conditions set forth herein;

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1. DEFINITIONS

1.1 For purposes of this Agreement, the following terms shall have the meanings set forth below. Other capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in any applicable Order. (a) “Affiliate” means, with respect to a Party, any entity that controls, is controlled by, or is under common control with such Party, where “control” means ownership of more than fifty percent (50%) of the voting interests of such entity. (b) “Applicable Law” means all statutes, regulations, rules, ordinances, and other laws of any governmental authority having jurisdiction over a Party or the performance of this Agreement. (c) “Business Day” means any day except Saturday, Sunday, or a day on which banks in New York, NY are authorized or required to close. (d) “Confidential Information” means all non-public information disclosed by one Party to the other Party, including, without limitation, all business, technical, financial or personal data, in any form or medium, whether or not marked as confidential, except to the extent such information is excluded under § 8.3. (e) “Order” means mutually executed order form, statement of work, or other ordering document that references this Agreement, including all exhibits, appendices, and amendments thereto. (f) “Personal Data” means any information relating to an identified or identifiable natural person, in accordance with Applicable Law.

1.2 Scope This Agreement governs all Orders for the Services entered into by the Parties during the Term, and sets forth the general terms and conditions applicable to the provision and use of the Services by Customer and its Affiliates.

1.3 “Service Disruption” means a material, unplanned interruption to the Services that prevents Customer from utilizing the Services in accordance with the applicable Order.

1.4 All references to “including” mean “including, without limitation.” Words of a technical or commercial meaning shall be construed in accordance with applicable industry usage.

1.5 “Emergency Message” means any communication, whether SMS, voice, or other, initiated by Customer and designated as urgent by Customer in the applicable Order.

2. SCOPE OF SERVICES

2.1 Provider shall supply the Services described in each Order, subject to the terms and conditions of this Agreement. Customer may purchase additional Services by executing subsequent Orders.

2.2 Provider shall use commercially reasonable efforts to ensure the Services are available in accordance with the applicable Service Levels, except for scheduled maintenance, force majeure, or as otherwise provided herein.

2.3 Changes to Services (a) Either Party may request changes to the scope or nature of the Services by delivering a written change request. (b) Provider shall promptly evaluate any such request and notify Customer of any adjustments to fees, timelines, or other terms. (c) No change shall be effective unless agreed in writing by authorized representatives of both Parties. (d) Unless otherwise agreed, Provider shall continue performing the Services in accordance with the existing Order pending resolution of any change request.

2.4 Affiliates Customer’s Affiliates may order Services under this Agreement by executing Orders. Each such Affiliate shall be deemed a “Customer” hereunder and shall be bound by the terms of this Agreement as if it were an original signatory.

3. ORDERS AND STATEMENTS OF WORK

3.1 Each Order shall specify the Services to be provided, any applicable service levels, fees, and other relevant terms. In the event of a conflict between the terms of an Order and this Agreement, the Order shall control solely with respect to the subject matter therein, except as otherwise expressly stated. 3.2 Orders may not be cancelled or modified except as expressly provided in this Agreement or the relevant Order. 3.3 Provider shall have no obligation to commence any Services until the corresponding Order is fully executed and delivered by both Parties. 3.4 Customer acknowledges that certain Services may be subject to additional terms and conditions, which shall be incorporated by reference in the applicable Order.

4. FEES AND TAXES

4.1 In consideration for the Services, Customer shall pay Provider the fees set forth in each applicable Order, in U.S. Dollars unless otherwise specified.

4.2 Except as expressly provided in the applicable Order, all fees are non-cancellable and non-refundable.

4.3 Invoicing and Payment (a) Provider shall invoice Customer for fees upon execution of each Order, or as otherwise specified in the Order. Customer shall pay all undisputed amounts within thirty (30) days of the invoice date. (b) If Customer disputes any invoice amount, Customer shall notify Provider in writing within fifteen (15) days of receipt of the invoice and provide a reasonably detailed description of the dispute. (c) All undisputed amounts must be paid promptly, and the Parties shall work together in good faith to resolve any disputed amounts within thirty (30) days. (d) Overdue payments shall accrue interest at a rate of 1.5% per month or the maximum rate permitted by Applicable Law, whichever is lower.

4.4 Taxes Customer shall be responsible for all applicable taxes, levies, or duties imposed by taxing authorities, excluding taxes based on Provider's net income. If Provider is required to pay any such taxes, Customer shall reimburse Provider promptly upon receipt of notice.

4.5 Deductions; Set-off Except as required by Applicable Law, Customer shall not withhold, deduct, or set off any amounts owed to Provider under this Agreement.

5. SERVICE LEVELS AND CREDITS

5.1 Provider shall use commercially reasonable efforts to meet the service levels set forth in Exhibit A ("Service Levels"). 5.2 In the event of a Service Disruption, Provider's sole liability and Customer's exclusive remedy shall be the service credits specified in Exhibit A, subject to the procedures and limitations set forth therein.

5.3 Customer shall notify Provider of any Service Disruption within five (5) Business Days after becoming aware thereof, or shall be deemed to have waived any right to service credits with respect to such incident.

5.4 Service credits shall be applied to future invoices and are not redeemable for cash. Service credits shall not accrue or be payable in respect of any period during which Customer is in material breach of this Agreement.

5.5 Notwithstanding anything to the contrary, the maximum aggregate service credits in any calendar quarter shall not exceed ten percent (10%) of the fees payable by Customer for the affected Services during such quarter.

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6. SECURITY AND CUSTOMER PROPRIETARY NETWORK INFORMATION

6.1 Provider shall implement and maintain administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data and Customer Proprietary Network Information (“CPNI”) in accordance with Applicable Law and industry standards.

6.2 Provider shall promptly notify Customer in writing of any actual or suspected unauthorized access to or acquisition of Customer Data or CPNI (“Security Incident”), and shall cooperate with Customer to investigate and mitigate the effects of any such incident.

6.3 Customer acknowledges that certain telecommunications and messaging services are subject to regulatory requirements, and agrees to cooperate with Provider in complying with all applicable CPNI regulations.

6.4 Provider’s obligations under this Section shall survive the termination or expiration of this Agreement for so long as Provider retains any Customer Data or CPNI.

7. COMPLIANCE WITH LAWS; 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 data privacy, communications, and export control.

7.2 Customer agrees not to use or permit the use of the Services in violation of any U.S. export control laws or regulations, or to provide access to the Services to any person or entity prohibited by Applicable Law.

7.3 Provider may suspend or terminate the Services immediately upon written notice to Customer if Provider determines, in its reasonable discretion, that Customer’s use of the Services violates any Applicable Law or regulation.

7.4 Provider shall have no obligation to perform or provide any Services to the extent that such performance or provision would violate any Applicable Law or expose Provider to any sanction, penalty, or other liability under Applicable Law.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1 Each Party agrees to maintain the confidentiality of the other Party’s Confidential Information and to use such information solely for the purposes of performing its obligations under this Agreement.

8.2 The receiving Party shall not disclose the disclosing Party’s Confidential Information to any third party, except to its employees, contractors, or Affiliates who have a need to know such information for the purposes of this Agreement and are bound by confidentiality obligations no less restrictive than those herein.

8.3 The obligations in this Section shall not apply to information that: (a) is or becomes publicly available other than through a breach of this Agreement; (b) is lawfully received from a third party without restriction; (c) was known to the receiving Party prior to disclosure; or (d) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information.

8.4 Each Party shall comply with all Applicable Laws relating to the processing of Personal Data under this Agreement. The Parties agree to execute such data protection agreements, addenda, or other documentation as may be required under Applicable Law.

[Sig-Block-α] _____ 8. INTELLECTUAL PROPERTY; LICENSES 8.1 Ownership. All Intellectual Property Rights in and to the Services, the Provider Materials, and any derivatives or improvements thereof shall remain vested in Provider or its licensors. No rights are granted to Customer other than as expressly set forth herein. 8.2 License. Subject to timely payment of all applicable fees and compliance with the terms of this Agreement, Provider grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use the Services and Provider Materials solely for Customer's internal business purposes. 8.3 Restrictions. Customer shall not (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of the Services; (b) copy, modify, translate, or create derivative works based on the Services or Provider Materials; (c) rent, lease, distribute, sell, or otherwise commercially exploit the Services or Provider Materials except as expressly permitted herein; (d) remove or obscure any proprietary notices on the Services or Provider Materials. 8.4 Open Source. To the extent the Services contain or incorporate any open source software components, such components are subject to the applicable open source license(s) and not this Agreement. Provider shall provide a list of such components upon Customer's written request. 8.5 Feedback. Any feedback, suggestions, or recommendations provided by Customer to Provider regarding the Services ("Feedback") may be used by Provider for any purpose without obligation or restriction of any kind. 9. INDEMNIFICATION 9.1 By Provider. Provider shall indemnify, defend, and hold harmless Customer and its ■ Affiliates, officers, directors, and employees from and against any and all third-party claims, demands, suits, actions, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or relating to: (a) any allegation that the Services infringe or misappropriate any United States patent, copyright, or trade secret of a third party; or (b) Provider's gross negligence or willful misconduct in connection with the performance of the Services. 9.2 By Customer. Customer shall indemnify, defend, and hold harmless Provider and its Affiliates, officers, directors, and employees from and against any and all third-party claims, demands, suits, actions, damages, liabilities, 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 or Applicable Law; or (b) Customer Data or any materials provided by Customer. 9.3 Procedures. The indemnified Party shall promptly notify the indemnifying Party in writing of any claim subject to indemnification; failure to provide such notice shall not relieve the indemnifying Party of its obligations except to the extent prejudiced by such failure. The indemnifying Party shall have sole control of the defense and settlement of any claim, provided that the indemnifying Party may not settle any claim without the indemnified Party's prior written consent (not to be unreasonably withheld or delayed) if such settlement imposes any liability or obligation on the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party at the indemnifying Party's expense. 9.4 Limitations. Provider shall have no obligation under § 9.1 with respect to any claim to the extent arising out of: (a) Customer's use of the Services other than as authorized herein; (b) modifications to the Services by anyone other than Provider; or (c) combination of the Services with any products, software, or data not provided by Provider. 9.5 Exclusive Remedy. This Section states each Party's sole and exclusive liability, and the other Party's sole and exclusive remedy, for any third-party intellectual property infringement claims. CONFIDENTIAL – DRAFT 2024-07-01 – Page 5 of 12

10. LIMITATION OF LIABILITY

10.1 Aggregate Cap. EXCEPT FOR (A) LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER § 9, AND (C) CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO PROVIDER UNDER THE APPLICABLE ORDER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

10.2 Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED THAT THIS EXCLUSION SHALL NOT APPLY TO DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER § 8 OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS,¹ except where expressly stated otherwise in this Agreement, and, for the avoidance of doubt, the Parties acknowledge that the limitations set forth herein shall apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and shall survive termination or expiration of this Agreement.

10.3 Carve-Outs. Notwithstanding § 10.1 or § 10.2, nothing herein shall limit either Party's liability for death ■r personal injury caused by its negligence ■r for any liability that cannot be excluded by Applicable Law. ¹ For obsolete cross-reference, see § 13.7.

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11. INSURANCE

11.1 Coverage. During the Term and for a period of one (1) year thereafter, each Party shall maintain, at its own expense, the following insurance coverage with insurers rated A- or better by A.M. Best: (a) Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) Technology Errors and Omissions (E&O;) Insurance, including cyber liability, with limits of not less than \$5,000,000 per claim and in the aggregate; and (c) Workers' Compensation as required by Applicable Law.

11.2 Certificates. Upon request, each Party shall provide the other with certificates of insurance evidencing the required coverage. All policies shall be primary and non-contributory with respect to any insurance maintained by the other Party.

11.3 Subcontractors. Provider shall require its subcontractors, if any, to maintain insurance coverage commensurate with the scope of their services and consistent with industry standards.

11.4 Coverage Not Limiting. The maintenance of insurance under this Section shall not be deemed to limit or restrict either Party's liability under this Agreement.

11.5 § 11.5 intentionally omitted.

12. TERM AND TERMINATION

12.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and continue for three (3) years, unless earlier terminated as provided herein. Thereafter, the Term shall automatically renew for successive one (1) year periods unless either Party gives written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Term.

12.2 Termination for Convenience. Either Party may terminate this Agreement or any Order, in whole or in part, for convenience upon not less than ninety (90) days' prior written notice to the other Party.

12.3 Termination for Cause. Either Party may terminate this Agreement or any Order, in whole or in part, immediately upon written notice if the other Party (a) materially breaches this Agreement (including any Order) and fails to cure such breach within thirty (30) days after receipt of written notice; (b) becomes insolvent, files a petition for bankruptcy, or has a receiver appointed over its assets; or (c) ceases to do business in the ordinary course.

12.4 Effect of Termination. Upon expiration or termination of this Agreement for any reason: (a) all licenses and rights granted to Customer hereunder shall terminate; (b) Customer shall cease all use of the Services and Provider Materials and, upon request, certify in writing to Provider that it has done so; and (c) each Party shall return or destroy all Confidential Information of the other Party in its possession or control, except as required to be retained under Applicable Law.

12.5 Survival. The following sections shall survive any expiration or termination of this Agreement: §§ 1 (Definitions), 4 (Fees and Taxes), 7 (Compliance with Laws; Export Controls), 8 (Confidentiality and Data Protection), 9 (Indemnification), 10 (Limitation of Liability), 11 (Insurance), 12.4 (Effect of Termination), 13 (Governing Law; Disputes), and any other provisions which by their nature should reasonably survive.

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13. GOVERNING LAW; DISPUTES

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles.

13.2 Jurisdiction. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan, New York, New York, for the purpose of any suit, action, or other proceeding arising out of or relating to this Agreement.

13.3 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13.4 Equitable Relief. Notwithstanding anything to the contrary, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its Confidential Information or Intellectual Property Rights.

13.5 Informal Dispute Resolution. Prior to initiating any legal proceeding (other than for injunctive relief), the Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiations between executives with authority to settle the dispute.

13.6 Continuity. Except as expressly provided herein, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

13.7 DRAFT—Internal Use Only. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect, provided that, if the essential terms of this Agreement are materially altered by such finding, the Parties shall negotiate in good faith to amend this Agreement *mutatis mutandis*.

13.8 Remedies Cumulative. All rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any other rights or remedies provided by law or equity.

14. TELECOM ANNEX

14.1 Emergency Message. For purposes of this Agreement, “Emergency Message” means any communication transmitted over the Services for the purpose of alerting authorities or individuals to the existence of an emergency situation, including but not limited to 911 calls or equivalent.

14.2 Disclaimer. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS TO ANY EMERGENCY SERVICES SUCH AS 911, AND THAT PROVIDER IS NOT LIABLE FOR ANY FAILURE TO PROVIDE ACCESS TO SUCH SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT END USERS HAVE ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICES.

14.3 Carrier Compliance. Provider shall comply with applicable telecommunications carrier regulations and shall reasonably cooperate with Customer in connection with Customer’s regulatory obligations relating to the use of the Services, provided, however, that Provider’s obligations hereunder shall not extend beyond those required by Applicable Law.

14.4 A2P Messaging. Customer represents and warrants that all application-to-person (“A2P”) messaging sent through the Services will comply with all applicable laws, regulations, and industry guidelines, including but not limited to the CTIA Messaging Principles and the Telephone Consumer Protection Act.

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CONFIDENTIAL – DRAFT 2024-07-01 – Page 9 of 12 14. TELECOMMUNICATIONS ANNEX 14.1 Emergency Message Disclaimer. Customer acknowledges and agrees that the Services are not designed nor intended to support or carry Emergency Messages, which, for purposes of this Agreement, means any communication transmitted for alerting authorities or individuals to the existence of an emergency situation, including 911 calls or their functional equivalent, and that Provider bears no responsibility for any failure to provide access to such emergency services; Customer shall ensure alternative means for end users to contact emergency services, and further, Customer waives any claims arising from the absence of such functionality except as may be expressly required by Applicable Law. 14.2 Carrier Compliance and Messaging Requirements. Provider shall comply with all applicable telecommunications carrier regulations and, subject to Customer's reasonable cooperation, will provide such information as may be reasonably necessary for Customer to fulfill any regulatory obligations relevant to the use of the Services; provided, that Provider's obligations shall not extend beyond those required by applicable law, nor shall Provider be obligated to support any messaging use case that is not expressly permitted under this Agreement. 14.3 A2P and Regulatory Representations. Customer represents and warrants that all application-to-person (A2P) messaging sent through the Services will comply with all applicable laws, regulations, and industry guidelines, including, without limitation, the CTIA Messaging Principles and the Telephone Consumer Protection Act; Customer acknowledges that certain use cases may be blocked or throttled at the discretion of telecom carriers or regulators without notice to either Party, and, as between the Parties, Customer accepts all risk associated with such blocking or throttling. 14.4 Fraud and Traffic Anomalies. Provider reserves the right to immediately suspend any Service in the event of suspected fraudulent activity or material traffic anomalies, provided that Provider shall use commercially reasonable efforts to notify Customer promptly of such suspension and to restore Service once the underlying issue is resolved. 15. COMMERCIAL ANNEX 15.1 Price Tiers. The following pricing schedule shall apply, subject to volume commitments and applicable Order Forms: [TABLE_HARD_1] 15.2 SLA Metrics and Credits. The Service Level Agreement metrics shall be as set forth below, with credits calculated on a monthly basis and applied to the next invoice cycle: [TABLE_HARD_2] 15.3 Escalation Matrix. The Parties shall adhere to the following escalation procedures in the event of a Service Disruption or unresolved technical issue: [TABLE_HARD_3] 15.4 Cross-Reference. For additional details regarding indemnification, see § 21.4(c)(iv). 15.5 § 15.5 intentionally omitted. [Sig-Block-α]

CONFIDENTIAL – DRAFT 2024-07-01 – Page 10 of 12 16. EXECUTION 16.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. 16.2 Electronic Signatures. The Parties agree that electronic signatures, whether digital or encrypted, shall be deemed to have the same legal effect as original signatures. 16.3 Entire Agreement. This Agreement, including all annexes, schedules, exhibits, and Order Forms, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, representations, and understandings, whether written or oral. 16.4 Amendments; Waivers. Any amendment or waiver of this Agreement must be in writing and executed by authorized representatives of both Parties. No failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. 16.5 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect, provided that, if the essential terms of this Agreement are materially altered by such finding, the Parties shall negotiate in good faith to amend this Agreement **mutatis mutandis**. 16.6 Assignment. Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement without such consent in connection with a merger, acquisition, or sale of substantially all of its assets, provided that the assignee assumes all obligations hereunder in writing. 16.7 Notices. All notices under this Agreement shall be in writing and delivered by (a) personal delivery, (b) certified mail (return receipt requested), (c) nationally recognized overnight courier, or (d) electronic mail with confirmation of transmission, in each case to the addresses set forth in the signature block or as otherwise designated by a Party in writing. 16.8 Third Party Beneficiaries. Except as expressly provided herein, no third party shall have any rights or benefits under this Agreement. 16.9 DRAFT—Internal Use Only Each Party represents and warrants that its execution, delivery, and performance of this Agreement have been duly authorized, and that this Agreement constitutes a valid and binding obligation enforceable against such Party in accordance with its terms.

CONFIDENTIAL – DRAFT 2024-07-01 – Page 11 of 12 17. Notwithstanding any ■■■■■ herein to the contrary, and except as may be otherwise required by applicable law, neither Party shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive, or special damages, including but not limited to lost profits, loss of goodwill, loss of data, or business interruption, arising out of or in connection with this Agreement or the provision of the Services, whether based on contract, tort (including negligence), strict liability, or otherwise, even if such Party has been advised of the possibility of such damages, provided, however, that the foregoing limitation of liability shall not apply to (a) a Party's gross negligence or willful misconduct, (b) breach of its obligations under § 8 (Confidentiality and Data Protection) or § 9 (Indemnification), or (c) Customer's payment obligations under § 4, and further provided that, en aucun cas, la responsabilité totale de chaque Partie au titre du présent Contrat, toutes causes confondues, n'excédera le montant total payé ou payable par le Client au Prestataire en vertu des douze (12) mois précédant l'événement générateur de responsabilité, except where a Party is required to indemnify the other Party for third-party claims related to bodily injury, death, or tangible property damage, in which case such Party's liability shall not exceed five million U.S. dollars (USD 5,000,000) in the aggregate, and for the avoidance of doubt, the allocation of risk reflected in this Section 17 is an essential basis of the ■■■■ bargain between the Parties, provided, however, that any conflicting, comma-spliced carve-out in this Section 17 shall prevail over any inconsistent provision elsewhere in this Agreement. 18. Except where expressly stated otherwise herein and subject to the express limitations set forth in § 17, neither Party shall be liable for any delay or failure to perform its obligations hereunder (other than payment obligations) arising from any cause or event beyond its reasonable control, including, without limitation, acts of God, war, terrorism, civil unrest, labor disputes, pandemics, embargoes, denial-of-service attacks, or failures of telecommunications or third-party services, provided that the affected Party shall use commercially reasonable efforts to mitigate the effect of such force majeure event and to resume performance as soon as practicable, and provided further that the other Party may terminate this Agreement if such event continues for more than sixty (60) consecutive days upon written notice, and further provided, notwithstanding the foregoing, that payment obligations shall not be excused by force majeure, et si une Partie omet d'aviser promptement l'autre Partie de la survenance d'un cas de force majeure, elle ne pourra s'en prévaloir aux fins d'exonération de sa responsabilité, and except where Customer is entitled to credits or remedies as specifically set forth in the SLA ■■■■ Commercial Annex.

CONFIDENTIAL – DRAFT 2024-07-01 – Page 12 of 12 SIGNATURE PAGE IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed by their duly authorized representatives as of the Effective Date. PROVIDER:

Name: Title: Date: CUSTOMER:

Name: Title: Date: CONFIDENTIAL – DRAFT

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