

[Sig-Block-α] \_\_\_\_\_ MASTER SERVICES AGREEMENT by and between ALPHACLOUD, INC., a Delaware corporation (“Provider”) and OMEGA MARKETS LLC, a New York limited liability company (“Customer”) Effective Date: March 11, 2024 This Master Services Agreement (the “Agreement”) is entered into by and between the parties identified above, and governs the provision and use of certain hosted communication and related professional services, all as more fully described herein. RECITALS: WHEREAS, Provider possesses technical expertise and infrastructure to deliver managed ■■■mmun■■■■t■■■n services; and WHEREAS, Customer desires to procure such services on the terms set forth below; NOW, THEREFORE, the parties agree as follows:

CONFIDENTIAL – DRAFT 2024-03-11 – Page 1 of 12

1. DEFINITIONS

1.1 Defined Terms. Capitalized terms used but not defined elsewhere in this Agreement shall have the meanings set forth below. (a) “Affiliate” means, as to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party. (b) “Applicable Law” means any statute, regulation, rule, ordinance, or other binding governmental requirement in effect during the Term and applicable to the Services or a party’s performance hereunder. (c) “Confidential Information” means any non-public, proprietary, or confidential information disclosed by one party (“Discloser”) to the other party (“Recipient”) in connection with this Agreement. (d) “Documentation” means Provider’s published user and technical manuals, service descriptions, and policies applicable to the Services. (a) “Order Form” means a mutually executed document referencing this Agreement and specifying the Services to be provided, applicable Fees, and any additional terms. (b) “Personal Data” means any information relating to an identified or identifiable individual as defined by Applicable Law, including, but not limited to, CPNI.

1.2 Scope. “Services” means the hosted telecommunication platform, related managed messaging and voice services, and professional services provided by Provider under this Agreement and any valid Order Form or Statement of Work (“SOW”). “Customer Data” means all electronic data, content, and materials submitted or transmitted to the Services by or on behalf of Customer or its Affiliates. (a) “Emergency Message” means any communication initiated for the express purpose of contacting public safety answering points (PSAPs) or other emergency response organizations. (b) “CPNI” means Customer Proprietary Network Information as defined by 47 U.S.C. § 222(h). (c) “Service Disruption” is defined as any unplanned interruption or material degradation of the Services, excluding Scheduled Maintenance. (d) “Scheduled Maintenance” means any routine or emergency maintenance windows communicated by Provider at least forty-eight (48) hours in advance, except where exigent circumstances require otherwise. (a) “Fees” means the amounts payable by Customer for Services, as set forth in the applicable Order Form or SOW. (b) “Taxes” means any sales, use, value-added, excise, or similar taxes assessed in connection with the Services, but excluding taxes on Provider’s net income.

1.3 Interpretation. (a) Unless otherwise expressly stated herein, the singular includes the plural and vice versa, and references to “including” shall mean “including without limitation.” (b) Headings are for convenience only and shall not affect interpretation. All fees are in U.S. dollars unless otherwise specified.

2. SCOPE OF SERVICES

2.1 General. Provider shall deliver the Services identified in each Order Form or SOW, subject to the terms and conditions of this Agreement. Customer may procure additional Services by executing further Order Forms or SOWs referencing this Agreement.

2.2 Affiliates. Customer's Affiliates may order Services under this Agreement by entering into separate Order Forms or SOWs; in such case, references to "Customer" herein shall be deemed to refer to the applicable Affiliate for purposes of the relevant Order Form or SOW, *mutatis mutandis*.

2.3 Changes. Either party may propose changes to the **scope** or nature of Services by submitting a written change request; no change will be effective unless agreed in writing by both parties, and any agreed change may result in adjustments to Fees or delivery timelines as specified in the applicable change order.

2.4 Customer Obligations. Customer shall: (a) provide all information, materials, and access required for Provider's performance; (b) ensure that all use of the Services by Customer or its Affiliates complies with this Agreement and Applicable Law; (c) not use the Services to transmit Emergency Messages except as expressly permitted in the Telecom Annex; and (d) cooperate with Provider's reasonable requests in support of service delivery.

3. ORDERS AND STATEMENTS OF WORK

3.1 Order Process. The parties shall execute Order Forms or SOWs to document each engagement, which shall specify, inter alia, the Services to be provided, **applicable** Fees, performance milestones, **and** any special terms.

3.2 Precedence. In the event of a direct conflict between the terms of an Order Form, SOW, or this Agreement, the following order of precedence shall apply: (a) Order Form or SOW; (b) this Agreement; (c) Documentation.

3.3 Acceptance. Except as otherwise specified **in** the relevant Order Form or SOW, Services will be deemed accepted upon delivery, unless Customer provides written **notice** of material nonconformity within five (5) business days of delivery.

3.4 No Purchase Order Requirement. The execution of an Order Form or SOW is sufficient to create a binding obligation; use of purchase order numbers is for administrative convenience only.

3.5 Repetition. The requirements set forth in § 2.4(c) and § 2.4(d) shall apply to all Orders and SOWs.

4. FEES AND TAXES

4.1 Fees. Customer shall pay all Fees for Services in accordance with the payment terms set forth in each Order Form or SOW. Unless otherwise agreed, all amounts are due within thirty (30) days of invoice date.

4.2 Taxes. Provider shall invoice Customer for all Taxes imposed in connection with the Services, excluding taxes on Provider's net income. Customer shall timely pay all such Taxes unless it provides a valid tax exemption certificate.

4.3 Disputed Charges. Customer shall notify Provider in writing of any good faith dispute regarding invoiced amounts within ten (10) days of receipt; undisputed amounts shall be paid when due. The parties shall use reasonable efforts to resolve all disputes promptly.

4.4 Late Payments. **Overdue** amounts shall accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. Provider may suspend Services for non-payment upon at least ten (10) days' prior written notice.

4.5 Offsets. Customer may not offset or withhold any payment due hereunder, except to the extent expressly permitted in an Order Form or SOW.

**5. SERVICE LEVELS AND CREDITS**

**5.1 Service Levels.** Provider shall use commercially reasonable efforts to meet or exceed the service levels set forth in the Commercial Annex (“SLAs”). Service Credits, if any, shall be Customer’s exclusive remedy for any failure to achieve the applicable SLA, except where such failure results from a Service Disruption caused by Provider’s gross negligence or willful misconduct.

**5.2 Exclusions.** SLAs do not apply to: (a) Scheduled Maintenance; (b) Service Disruption caused by Customer’s equipment, acts, or omissions; (c) force majeure events; or (d) suspension of Services in accordance with this Agreement.

**5.3 Reporting.** Provider shall make available monthly reports detailing SLA performance and any Service Credits earned by Customer.

**5.4 Credits.** Service Credits will be calculated as set forth in the Commercial Annex and applied to the next invoice. Service Credits are not refundable nor convertible to cash.

**5.5 Sole Remedy.** Except as provided in § 5.1, Service Credits constitute Customer’s sole and exclusive remedy for any failure to meet SLAs.

**6. SECURITY & CPNI**

**6.1 Security Measures.** Provider shall implement and maintain administrative, technical, and physical safeguards designed to protect Customer Data and CPNI against unauthorized access, loss, or disclosure, in accordance with industry best practices and Applicable Law.

**6.2 Incident Response.** Provider shall notify Customer without undue delay following discovery of a confirmed breach of security resulting in the unauthorized access to Customer Data or CPNI. Provider shall cooperate with Customer’s reasonable requests regarding breach notification and mitigation.

**6.3 Customer Responsibilities.** Customer is solely responsible for the security of its own systems and credentials used to access the Services, and for promptly notifying Provider of any suspected compromise thereof.

**6.4 CPNI Compliance.** Provider shall comply with all Applicable Laws governing the use, disclosure, and safeguarding of CPNI, including 47 U.S.C. § 222.

**6.5 Security Audit.** Upon Customer’s written request, no more frequently than once per twelve (12) month period, Provider shall make available summary reports of its most recent third-party security audit, subject to reasonable confidentiality restrictions.

**8. COMPLIANCE AND EXPORT**

**8.1 Legal Compliance.** Each party shall comply with all Applicable Laws in connection with its performance under this Agreement. Provider shall promptly notify Customer in writing of any material non-compliance relating to the Services.

**8.2 Export Controls.** Customer shall not export, re-export, or transfer any Services or related technology except in compliance with all applicable export control laws and regulations of the United States and any other relevant jurisdiction.

**8.3 Anti-Corruption.** Each party represents and warrants that it has not and will not offer or provide any improper payment or benefit to any government official or third party in connection with this Agreement.



CONFIDENTIAL – DRAFT 2024-06-11 – Page 5 of 12

**6. CONFIDENTIALITY AND DATA PROTECTION**

**6.1 Confidentiality Obligations.** Each party (the “Recipient”) acknowledges and agrees that, during the Term and for a period of five (5) years thereafter, it shall (a) maintain all Confidential Information received from the other party (the “Discloser”) in strict confidence, (b) use such Confidential Information solely for the purposes set forth in this Agreement, and (c) not disclose such Confidential Information to any third party except to its employees, agents, or subcontractors who have a need to know and are bound by no less restrictive confidentiality obligations.

**6.2 Exclusions.** Confidential Information does not include information that: (a) was publicly available at the time of disclosure; (b) becomes publicly available other than as a result of Recipient’s breach; (c) Recipient can demonstrate was already in its possession without restriction; or (d) is independently developed without use of or reference to the Confidential Information.

**6.3 Compelled Disclosure.** If Recipient is compelled by law, regulation, or court order to disclose Confidential Information, Recipient shall provide prompt written notice to Discloser (unless prohibited by law), and reasonably cooperate with Discloser to seek a protective order or limit disclosure to the minimum required.

**6.4 Data Protection.** Provider shall implement and maintain industry standard technical and organizational measures designed to protect Customer Data against unauthorized access, loss, or destruction, including, without limitation, controls meeting or exceeding the requirements of the Commercial Annex, and shall process Customer Data only in accordance with Customer’s documented instructions and Applicable Law.

**6.5 Security Incident.** In the event of any actual or reasonably suspected unauthorized access to Customer Data or CPNI, Provider shall notify Customer without undue delay and provide all information reasonably requested by Customer to assess and mitigate the incident; all such communications and mitigation efforts shall be coordinated in good faith and subject to the confidentiality obligations herein.

**6.6 Return or Destruction.** Upon expiration or termination of this Agreement, or upon Customer’s written request, Provider shall promptly return or destroy all Confidential Information and Customer Data, except as required to comply with applicable legal or regulatory retention obligations.

**6.7 Survival.** The obligations set forth in this Section 6 shall survive termination or expiration of this Agreement for so long as any Confidential Information remains in the Recipient’s possession.

**7. INTELLECTUAL PROPERTY RIGHTS**

**7.1 Ownership.** As between the parties, all right, title, and interest in and to the Services, Documentation, and any and all improvements, enhancements, or derivative works thereof, and all related Intellectual Property Rights, shall remain the exclusive property of Provider. Customer retains all right, title, and interest in and to Customer Data.

**7.2 License Grant.** Subject to payment of all applicable Fees, Provider hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use the Services and Documentation during the Term solely for Customer’s internal business purposes, in accordance with this Agreement and all restrictions set forth in the applicable Order Form or SOW.

**7.3 Restrictions.** Customer shall not (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Services, except to the limited extent expressly permitted by Applicable Law; (b) modify, adapt, translate, or create derivative works based on the Services or Documentation; (c) resell, sublicense, lease, rent, or otherwise transfer rights to the Services to any third party; or (d) remove, alter, or obscure any proprietary notices on the Services or Documentation.

**7.4 Feedback.** Customer grants Provider a perpetual, irrevocable, royalty-free, transferable license to use, reproduce, modify, and otherwise exploit any suggestions, enhancement requests, recommendations, or other feedback provided by Customer relating to the Services.

**7.5 Open Source.** The Services may include software subject to open source or third-party license terms; such terms are incorporated herein by reference and shall

govern solely with respect to such software. 7.6 No Implied Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to grant either party any rights or licenses, whether by implication, estoppel, or otherwise, under any Intellectual Property Rights of the other party. 7.7 Provider Developments. DRAFT—Internal Use Only Provider shall be free to use any general knowledge, skills, or experience acquired in connection with performing the Services, provided that such use does not disclose or incorporate Customer's Confidential Information. [TABLE\_HARD\_1]

CONFIDENTIAL – DRAFT 2024-06-11 – Page 6 of 12

**8. INDEMNITY**

**8.1 Provider Indemnity.** Provider shall defend, indemnify, and hold harmless Customer, its Affiliates, and their respective officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any third-party claim that the Services, as provided by Provider and used in accordance with this Agreement, infringe or misappropriate any U.S. patent, copyright, or trade secret right of such third party.

**8.2 Customer Indemnity.** Customer shall defend, indemnify, and hold harmless Provider, its Affiliates, and their respective officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of (a) Customer's use of the Services in violation of Applicable Law or this Agreement; (b) Customer Data, including any claim that Customer Data infringes any third party's rights; or (c) any breach by Customer of Section 6 (Confidentiality and Data Protection).

**8.3 Indemnity Conditions.** The indemnified party shall (a) promptly notify the indemnifying party of any claim subject to indemnification (provided that failure to give prompt notice shall not relieve the indemnifying party of its obligations except to the extent materially prejudiced thereby); (b) permit the indemnifying party to control the defense and settlement of such claim; and (c) cooperate with the indemnifying party, at the indemnifying party's expense, in defending or settling such claim.

**8.4 Exclusions.** Provider shall have no obligation under Section 8.1 with respect to claims arising from (a) modifications to the Services by anyone other than Provider; (b) use of the Services in combination with hardware, software, or data not provided or authorized by Provider, where the claim would not have arisen but for such combination; or (c) use of the Services not in accordance with this Agreement or the Documentation.

**8.5 Mitigation.** In the event of any claim or potential claim described in Section 8.1, Provider may, at its option and expense, (a) procure for Customer the right to continue using the Services; (b) modify the Services so that they are non-infringing but functionally equivalent; or (c) terminate the affected Services and refund any prepaid, unused Fees.

**8.6 Sole Remedy.** The remedies set forth in this Section 8 constitute the exclusive liability of Provider, and the sole and exclusive remedy of Customer, for any third-party claim of intellectual property infringement relating to the Services.

**9. LIMITATION OF LIABILITY**

**9.1 Cap on Liability.** Except for liability arising from a party's gross negligence, willful misconduct, or fraud, and except for liability for each party's indemnification obligations under Section 8, in no event shall either party's aggregate liability arising out of or relating to this Agreement exceed the total Fees paid or payable by Customer to Provider under the applicable Order Form during the twelve (12) month period immediately preceding the event giving rise to such liability.

**9.2 Exclusion of Damages.** Except for liability arising from either party's breach of Section 6 (Confidentiality and Data Protection), or from willful misconduct, in no event shall either party be liable to the other for any consequential, incidental, special, punitive, or exemplary damages, including, *inter alia*, loss of profits, revenue, or data, whether in contract, tort, or otherwise, even if such party has been advised of the possibility of such damages.

**9.3 Service Disruption.** Provider's liability for any Service Disruption shall be limited as set forth in Section 5 (Service Levels and Credits); for clarity, Service Credits shall constitute Customer's sole and exclusive remedy, except where such Service Disruption results from Provider's gross negligence or willful misconduct.

**9.4 Carve-Out Conduct.** For the avoidance of doubt, neither party excludes or limits liability for death or personal injury caused by its negligence; provided, however, that, except as otherwise provided in Section 8, nothing herein shall require either party to indemnify the other for indirect damages, and, notwithstanding the foregoing, this Section 9.4 shall control in the event of any conflict with Section 9.2.

**9.5 Run-On Limitation.** NOTWITHSTANDING ANY



PROVISION TO THE CONTRARY IN THIS AGREEMENT, BUT SUBJECT TO ANY EXPRESS EXCLUSIONS OR CAPS IN THIS SECTION 9, AND EXCEPT FOR AMOUNTS DUE UNDER SECTION 4 (FEES AND TAXES), NEITHER PARTY SHALL BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT CAUSED BY CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, PROVIDED THAT SUCH PARTY SHALL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE THE EFFECT OF SUCH CIRCUMSTANCES AND RESUME PERFORMANCE AS PROMPTLY AS PRACTICABLE, AND ■ FURTHER PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO ANY PAYMENT OBLIGATIONS, CONFIDENTIALITY OBLIGATIONS, OR TO THE EXTENT THE FAILURE TO PERFORM COULD HAVE BEEN AVOIDED BY THE EXERCISE OF REASONABLE DILIGENCE OR THE IMPLEMENTATION OF REASONABLE BUSINESS CONTINUITY MEASURES. 9.6 Section 9.6 intentionally omitted. 10. INSURANCE 10.1 Coverage. During the Term, Provider shall maintain the following insurance coverage at its sole cost and expense: (a) Commercial General Liability insurance with a limit of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate; (b) Technology Errors and Omissions insurance, including cyber liability, with a limit of not less than \$5,000,000 per claim and in the aggregate; and (c) Workers' Compensation and Employer's Liability insurance in accordance with Applicable Law. 10.2 Certificates. Upon Customer's written request, Provider shall furnish current certificates of insurance evidencing the coverage required by this Section 10, and shall provide at least thirty (30) days' notice of any non-renewal or material change in such coverage. 10.3 Subcontractors. Provider shall require all subcontractors performing Services under this Agreement to maintain insurance coverage substantially similar to that required herein.

11. TERM AND TERMINATION 11.1 Term. This Agreement shall commence on the Effective Date and continue for the Initial Term specified on the cover page. Thereafter, this Agreement shall automatically renew for successive one-year Renewal Terms unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term. 11.2 Termination for Cause. Either party may terminate this Agreement or any Order Form or SOW upon written notice to the other party if: (a) the other party materially breaches this Agreement or such Order Form or SOW and fails to cure such breach within thirty (30) days after receipt of written notice; or (b) the other party becomes insolvent, makes a general assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against such party and is not dismissed within sixty (60) days. 11.3 Termination for Convenience. Customer may terminate this Agreement or any Order Form or SOW for convenience by providing at least one hundred eighty (180) days' prior written notice to Provider, provided that Customer shall remain liable for all Fees accrued through the effective date of termination. 11.4 Effect of Termination. Upon expiration or termination of this Agreement for any reason: (a) all licenses and rights granted to Customer hereunder shall immediately terminate; (b) Customer shall promptly pay all outstanding Fees; (c) each party shall return or destroy all Confidential Information of the other party in accordance with Section 6.6; and (d) any provisions which by their nature should survive termination shall so survive. 11.5 Transition Services. Upon Customer's written request received within thirty (30) days of termination, Provider shall cooperate in good faith to provide reasonable transition or wind-down services for up to ninety (90) days at Provider's then-current rates, provided that all Fees are paid in advance. 11.6 Suspension Rights. Provider may suspend provision of any Services immediately upon written notice to Customer if Customer fails to pay any undisputed Fees within ten (10) days after receipt of a second notice of non-payment; such suspension shall not relieve Customer of its payment obligations. 11.7 Survival. Sections 1 (Definitions), 4 (Fees and Taxes), 6 (Confidentiality and Data Protection), 8 (Indemnity), 9 (Limitation of Liability), 11.4, 11.5, and 14 (Governing Law; Disputes) shall survive termination or expiration of this Agreement. 12. GOVERNING LAW; DISPUTES 12.1 Governing Law. This Agreement and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. 12.2 Dispute Resolution. The parties shall use commercially reasonable efforts to resolve any dispute, controversy, or claim arising out of or relating to this Agreement through good faith negotiations between senior executives of each party; if such dispute is not resolved within thirty (30) days, either party may refer the dispute to binding arbitration administered by the American Arbitration Association in New York, New York, in accordance with its Commercial Arbitration Rules. 12.3 Equitable Relief. Notwithstanding the foregoing, either party may seek temporary, preliminary, or permanent injunctive relief in any court of competent jurisdiction to prevent or enjoin any actual or threatened unauthorized disclosure or misuse of its Confidential Information or Intellectual Property Rights. 12.4 Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. 12.5 Prevailing Party. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief to which it may be entitled. 12.6 Section 12.6 intentionally omitted.

Notices. All notices required or permitted under this Agreement shall be in writing and delivered by hand, overnight courier, or certified mail (return receipt requested) to the addresses specified on the cover page (or such other address as either party may designate in writing), and shall be deemed given upon receipt. 13.2 Entire Agreement; Amendments. This Agreement, together with all Order Forms, SOWs, and Annexes, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous agreements, proposals, and representations, whether written or oral. No amendment or modification of this Agreement shall be binding unless in writing and signed by both parties. 13.3 Assignment. Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, except that either party may assign this Agreement to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets without such consent, provided that the assignee agrees in writing to be bound by this Agreement. 13.4 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to substitute a valid, enforceable

provision that most nearly reflects the parties' original intent. 13.5 Waiver. No failure or delay by either party to exercise any right or remedy under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. 13.6 Relationship of the Parties. The parties are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship between them. Neither party has any authority to bind the other in any respect whatsoever. 13.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. 13.8 No Third-Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement is intended to confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns. 13.9 U.S. Government End Users. The Services are "commercial items," as that term is defined at 48 C.F.R. §2.101, and are provided to U.S. Government end users only as "commercial items" and with only those rights as are granted to all other end users pursuant to the terms and conditions herein. 13.10 Section 13.10 intentionally omitted. 14. ADDITIONAL TERMS 14.1 Publicity. Neither party shall

issue any press release or make any public statement relating to this Agreement without the prior written consent of the other party, except as required by law or the rules of any stock exchange. 14.2 Non-Solicitation. During the Term and for one (1) year thereafter, neither party shall knowingly solicit for employment or engagement, directly or indirectly, any employee or contractor of the other party who was involved in the performance of this Agreement, except as a result of a general public solicitation not targeted at such employees or contractors. 14.3 Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent caused by an event or circumstance beyond its reasonable control, provided that such party uses reasonable efforts to mitigate the effect of such event and resumes performance as soon as practicable. 14.4 Section 14.4 intentionally omitted. 15. TELECOM ANNEX; COMMERCIAL ANNEX 15.1 The Telecom Annex and Commercial Annex attached hereto are hereby incorporated into and form part of this Agreement; in the event of any conflict between this Agreement and either Annex, the terms of the applicable Annex shall control with respect to its subject matter (but see § 21.4(c)(iv) for exceptions). CONFIDENTIAL – DRAFT 2024-06-11 – Page 8 of 12

[Sig-Block-α] \_\_\_\_\_ 14. INSURANCE 14.1 Each party shall, at its own expense, maintain in full force and effect throughout the Term (a) commercial general liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, (b) workers' compensation insurance as required by applicable law, and (c) errors and omissions/cyber liability insurance with limits not less than \$5,000,000 per claim and in the aggregate, naming the other party as an additional insured with respect to liability arising hereunder, and providing that such coverage will not be cancelled or materially reduced without at least thirty (30) days' prior written notice to the other party; each party shall furnish to the other certificates evidencing such insurance upon request. 14.2 DRAFT—Internal Use Only Notwithstanding the foregoing, in the event of any Service Disruption, the affected party shall promptly notify the other party and use reasonable efforts to mitigate the impact thereof; and, except as otherwise provided in § 13.3 or § 12.1,<sup>1</sup> neither party shall be liable for failure to perform its obligations hereunder to the extent such failure is caused by an event beyond its reasonable control (including, but not limited to, acts of God, natural disasters, terrorism, labor disputes, or government actions); provided, however, that payment obligations shall not be excused as a result of any such event. 14.3 § 14.3 intentionally omitted. 14.4 If either party's insurance is written on a claims-made basis, such coverage shall be maintained for a minimum of two (2) years following expiration or termination of this Agreement. 14.5 In the event of a Service Disruption, each party will cooperate in good faith to facilitate any insurance claims arising in connection therewith, and shall provide reasonable assistance as may be requested by the other party or its insurer. CONFIDENTIAL – DRAFT 2024-06-11 – Page 9 of 12

**15. TELECOMMUNICATIONS ANNEX**

**15.1 Emergency Services Disclaimer.** The Services are not intended to support or carry emergency calls to any law enforcement agencies, medical care unit, or any other kind of emergency services of any kind (“Emergency Services”); neither party shall be liable under any legal theory for any inability to access Emergency Services through the Services, and Customer acknowledges and agrees to inform all end-users accordingly.

**15.2 Regulatory Compliance.** Provider shall use commercially reasonable efforts to ensure that all outbound and inbound SMS and voice transmissions facilitated by the Services comply with applicable telecommunications laws, industry standards, and carrier requirements (including, but not limited to, A2P messaging rules, anti-spam regulations, and lawful intercept obligations); Customer shall not use the Services in violation of such requirements and shall promptly cooperate with Provider in the event of any regulatory investigation or enforcement action.

**15.3 CPNI and Data Handling.** Each party shall implement and maintain appropriate technical and organizational measures, consistent with industry standards, to protect the confidentiality and security of Customer Proprietary Network Information (“CPNI”) processed in connection with the Services, including (a) limiting access to CPNI to personnel with a legitimate need to know, (b) training such personnel on applicable legal obligations, and (c) promptly notifying the other party of any unauthorized access, use, or disclosure of CPNI.

**15.4 Emergency Message Routing.** Notwithstanding anything herein to the contrary, messages marked as “Emergency Message” (for the purposes of this clause, “Emergency Message” means any transmission reasonably believed by Provider to relate to a life-threatening situation) may be subject to special routing or blocking, and Provider shall not be liable for any delay, misdirection, or non-delivery of any such Emergency Message, except to the extent caused by Provider’s gross negligence or willful misconduct.

**15.5 [TABLE\_HARD\_1]**

**15.6** In the event of a conflict between this Annex and the main body of the Agreement, the terms of this Annex shall control with respect to telecommunications matters, except as set forth in § 21.4(c)(iv).

**CONFIDENTIAL – DRAFT 2024-06-11 – Page 10 of 12**

16. COMMERCIAL ANNEX 16.1 Service Pricing and Volume Tiers  
Monthly Units | Per-Unit Price (USD) | Notes  
0–100,000 | \$0.0090 | Base Rate  
100,001–500,000 | \$0.0075 | Tier 2  
500,001–2,000,000 | \$0.0061 | Tier 3  
2,000,001+ | \$0.0048 | Tier 4  
16.2 SLA Metrics  
Metric | Target | Service Credit (% of MRC)  
Uptime | 99.95% monthly | 5% (if below 99.95%)  
Message Delivery Latency | ≤ 5 seconds | 3% (if above 5 sec)  
Support  
Response Time | ≤ 1 hour | 2% (if above 1 hr)  
16.3 Escalation Matrix  
Level | Contact/Role | Time to Engage  
1 | Service Desk | Immediate  
2 | Technical Lead | 2 hours  
3 | Account Manager | 8 hours  
4 | Executive Sponsor | 1 business day  
16.4 The parties agree to review pricing annually and negotiate in good faith any adjustments required to reflect material changes in costs, regulatory requirements, or market conditions; such adjustments shall not exceed five percent (5%) per year unless otherwise mutually agreed. 16.5 Notwithstanding § 16.4, any rate changes mandated by law or regulation shall become effective immediately upon notice to Customer. CONFIDENTIAL – DRAFT 2024-06-11 – Page 11 of 12

**17. 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. [Party A Name] By:**

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_ [Party B  
Name] By: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CONFIDENTIAL – DRAFT 2024-06-11 – Page 12 of 12**