

MASTER SERVICES AGREEMENT This MASTER SERVICES AGREEMENT ("Agreement") is entered into effective as of 2024-07-01 (the "Effective Date") by and between: Telecomera Solutions Inc., a Delaware corporation with principal offices at 1200 Market Street, Wilmington, DE 19801 ("Provider"); and Mercury-Atlas US Holdings LLC, a Delaware limited liability company with registered offices at 455 Mission Street, San Francisco, CA 94105 ("Customer"). This Agreement sets forth the terms and conditions under which Provider will deliver, and Customer will receive, certain telecommunications and data processing services, subject to the schedules and annexes attached hereto.

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1. DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below, and other capitalized terms used herein but not defined shall have the meanings ascribed to them in any applicable Order or Statement of Work (“SOW”): (a) “Affiliate” means, with respect to a party, any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where “control” means the ownership of more than fifty percent (50%) of the voting securities or equity interests of an entity, or the power to direct or cause the direction of the management and policies of such entity, whether through ownership, by contract, or otherwise. (b) “Applicable Law” means all statutes, regulations, rules, ordinances, codes, administrative orders, and judicial decrees (whether federal, state, local, or foreign) applicable to the subject matter of this Agreement or to either party’s performance hereunder, including without limitation those relating to privacy, data protection, and export controls. (c) “Confidential Information” means all non-public, proprietary, or trade secret information disclosed by one party (“Discloser”) to the other (“Recipient”) in any form or medium, whether marked confidential or not, that a reasonable person would understand to be confidential, including but not limited to business processes, pricing, technical documentation, customer lists, and Personal Data, except that Confidential Information shall not include information that: (i) is or becomes generally available to the public other than as a result of a breach by Recipient; (ii) is lawfully obtained by Recipient from a third party without restriction and without breach of any obligation; (iii) is independently developed by Recipient without reference to Discloser’s Confidential Information; or (iv) is approved for release by Discloser in writing. (d) “Personal Data” means any information relating to an identified or identifiable natural person, including without limitation any data that constitutes “personal data,” “personally identifiable information,” or similar term under Applicable Law. (e) “Service(s)” means the telecommunications, messaging, voice, and related data processing services, as further described in Annex 1 (Telecom Annex), Annex 2 (Commercial Annex), and any Order or SOW executed pursuant to this Agreement. (f) “Order” means any ordering document, electronic or otherwise, that is entered into by the parties referencing this Agreement, specifying the Service(s) to be provided, pricing, and any additional terms.

1.2 Interpretation. Except as otherwise expressly provided herein: (i) words importing the singular include the plural and vice versa, and words importing gender include all genders; (ii) references to “including” or “include” mean “including, without limitation”; (iii) references to days are to calendar days unless otherwise specified; (iv) section, schedule, and annex references are to this Agreement unless stated otherwise; (v) “will” and “shall” are used interchangeably to denote mandatory obligations; and (vi) headings are for convenience only and shall not affect interpretation; provided that any ambiguity in the language of this Agreement shall not be construed against either party by reason of authorship.

1.3 Construction. In the event of any conflict between the terms and conditions of this Agreement and any Order, SOW, annex, or schedule, the following order of precedent shall apply: (a) the main body of this Agreement; (b) the Telecom Annex; (c) the Commercial Annex; (d) the relevant Order or SOW; and (e) any other document expressly incorporated by reference herein, except to the extent expressly stated otherwise in such document.

2. INTERPRETATION

2.1 No Agency; Independent Contractors. Each party is an independent contractor and not an agent, partner, or joint venturer of the other, and neither party shall have authority to bind the other or incur any obligation on its behalf except as expressly provided herein. Nothing herein shall be construed to create an employment, partnership, or fiduciary relationship between the parties.

2.2 Entire Agreement. This Agreement, together with all properly executed Orders, SOWs, schedules, and annexes, constitutes the entire agreement

between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, negotiations, representations, or communications, whether written or oral, relating to such subject matter. Each party acknowledges and agrees that, in entering into this Agreement, it has not relied on any representation, warranty, or statement not expressly set forth herein or in any Order or SOW. [Sig-Block-α]

_____ 2.3 Amendment; Waiver. No amendment, supplement, or modification of this Agreement shall be binding unless in writing and signed by authorized representatives of both parties; no waiver of any provision shall be effective unless in writing and signed by the waiving party, and any waiver shall not be deemed a waiver of any subsequent breach or default of the same or similar nature. 2.4 Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not impair the validity, legality, or enforceability of the remaining provisions, and the parties shall negotiate in good faith to replace such invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the parties' original intent.

CONFIDENTIALITY 8.1 Security Measures. Provider shall implement and maintain, throughout the Term, commercially reasonable administrative, physical, and technical safeguards designed to: (a) protect the security, availability, and integrity of Service infrastructure and Customer Data, including Personal Data, in Provider's possession or control; (b) prevent unauthorized access to or disclosure of such information; and (c) comply with all applicable privacy and data security laws and regulations, provided that Customer acknowledges that no system can be guaranteed to be 100% secure and that Provider's obligations hereunder do not extend to vulnerabilities introduced by Customer or by third parties under Customer's control. 8.2 Confidentiality Obligations. Each party, as Recipient, shall: (i) use Discloser's Confidential Information solely for purposes of performing its obligations under this Agreement; (ii) limit access to such Confidential Information to those of its employees, agents, or contractors with a demonstrable need to know in furtherance of the Agreement, who are bound by substantively similar Confidentiality obligations; and (iii) protect such Confidential Information with the same degree of care as Recipient uses to protect its own confidential information of like nature, but not less than reasonable care. Disclosure in response to a valid court order or governmental demand shall not constitute breach, provided that Recipient gives prompt notice to Discloser (to the extent legally permitted), affords opportunity to seek protective order, and discloses only that portion required by law. 8.3 Return or Destruction. Upon expiration or termination of this Agreement, or upon written request, Recipient shall promptly return or destroy all Confidential Information in its possession or control, except as required to be retained by law or for archival purposes in accordance with Recipient's standard backup procedures, subject to continuing confidentiality obligations. 9. COMPLIANCE; EXPORT CONTROL 9.1 Compliance with Law. Each party will, at its own expense, comply with all Applicable Law in connection with its performance under this Agreement, including export control, anti-bribery, economic sanctions, and data protection laws. Customer shall not use, transfer, or permit access to any Service in, or by any resident or national of, any country or region subject to comprehensive U.S. embargo or sanction, or in violation of any other applicable export restrictions. 9.2 Regulatory Cooperation. Provider may, upon reasonable notice, suspend or modify any Service to comply with Applicable Law or carrier, supplier, or regulatory requests, and shall use reasonable efforts to notify Customer in advance unless legally prohibited. Customer shall reasonably cooperate with Provider's compliance efforts, including by providing information or documentation upon request. 9.3 No Fines Pass-Through. Notwithstanding anything to the contrary, neither party shall be liable to the other for any regulatory penalty, fine, or sanction imposed on the other Party due to the latter's own violation of law or regulatory obligations. 10. INDEMNIFICATION 10.1 Mutual Indemnity. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its Affiliates, and their respective officers, directors, employees, and agents (collectively, "Indemnitees") from and against any third-party claims, demands, losses, damages, or expenses (including reasonable attorneys' fees) arising from: (a) Indemnitor's breach of this Agreement, including violation of law or misappropriation of intellectual property; or (b) gross negligence or willful misconduct of Indemnitor or its personnel in connection with the performance of this Agreement. 10.2 Procedure. The Indemnitee shall: (i) promptly notify Indemnitor in writing of any indemnifiable claim (delay in notice does not relieve Indemnitor except to the extent prejudiced); (ii) permit Indemnitor sole control of the defense and settlement of such claim, provided that no settlement imposing any obligation on Indemnitee or affecting its rights is made without Indemnitee's prior written consent (not to be unreasonably withheld); and (iii)

reasonably cooperate with Indemnitor at Indemnitor's expense. Indemnitee may participate in the defense at its own cost. 10.3 IP Infringement. Provider shall, at its own expense, defend and indemnify Customer Indemnitees against any third-party claim alleging that the Service (excluding Customer Data or third-party materials) infringes any U.S. patent, copyright, or trademark, or misappropriates a trade secret, provided that Provider may, at its discretion and expense, (a) procure the right for Customer to continue using the Service; (b) modify the Service so it is non-infringing without material loss of functionality; or (c) terminate the affected Service with pro-rata refund of prepaid, unused fees. This Section 10.3 states Provider's sole liability and Customer's exclusive remedy in connection with infringement claims. 10.4 Exclusions. Provider shall have no obligation under Section 10.3 to the extent any claim arises from: (a) use of the Service not in accordance with this Agreement or applicable documentation; (b) combination, operation, or use with Customer Data, hardware, software, or services not provided or authorized by Provider; or (c) modifications by Customer or third parties. 11. LIMITATIONS OF LIABILITY 11.1 Limitation of Damages. Except for liability arising from a party's gross negligence or willful misconduct, breach of Section 8 (Security and Confidentiality), or a party's indemnification obligations under Section 10, in no event shall [REDACTED] party's aggregate liability under this Agreement exceed the greater of (a) \$2,500,000 or (b) the total fees paid or payable by Customer to Provider under this Agreement in the twelve (12) months preceding the event giving rise to liability. 11.2 Exclusion of Consequential Damages. In no event shall either party be liable to the other for any indirect, incidental, special, punitive, exemplary, or consequential damages (including loss of profits, revenue, data, or use), whether in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages. 11.3 Carve-Outs. The limitations and exclusions in this Section 11 shall not apply to: (a) liability for death or bodily injury caused by a party's negligence; (b) a party's gross negligence, fraud, or willful misconduct; or (c) a party's payment obligations for amounts properly due and payable under this Agreement. [Sig-Block-α] 12. INSURANCE REQUIREMENTS 12.1 Insurance. Each party shall maintain, at its own expense, throughout the Term and for at least two (2) years thereafter, insurance coverage including (a) Commercial General Liability insurance with a minimum limit of \$5,000,000 per occurrence; (b) Technology Errors and Omissions (E&O) insurance with a minimum limit of \$5,000,000 per claim; (c) Cyber Liability insurance with a minimum limit of \$5,000,000 per claim, including coverage for privacy liability, breach response, and regulatory defense; and (d) Workers' Compensation as required by law. 12.2 Evidence of Coverage. Upon written request, a party shall provide the other with certificates of insurance evidencing the required coverage; such certificates shall provide for at least thirty (30) days' advance notice of cancellation or material change. 12.3 Subcontractors. Provider shall ensure that all subcontractors providing Services maintain insurance coverage consistent with industry standards and sufficient to cover Provider's liabilities under this Agreement.

13. TERM AND TERMINATION

13.1 Term. The initial term of this Agreement (“Initial Term”) commences on the Effective Date and continues for three (3) years, unless earlier terminated in accordance with this Agreement. Thereafter, the Agreement shall automatically renew for successive one (1) year periods (“Renewal Term”) unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.

13.2 Termination for Cause. Either party may terminate this Agreement or any Order/SOW, in whole or in part, upon thirty (30) days’ written notice if the other party materially breaches the Agreement and such breach is not cured within the notice period.

Either party may terminate immediately upon written notice if the other party (a) is adjudicated insolvent or bankrupt, (b) makes an assignment for the benefit of creditors, (c) has a receiver appointed for substantially all of its assets, or (d) ceases to do business in the ordinary course.

13.3 Termination for Convenience. Customer may terminate any Service or Order/SOW for convenience upon ninety (90) days’ prior written notice, provided that, unless otherwise stated in the relevant Order/SOW, Customer shall pay

all fees due or committed for the remainder of the then-current Service term.

13.4 Effect of Termination. Upon any expiration or termination of this Agreement, (i) all rights and licenses

granted hereunder shall revert to the granting party; (ii) Customer shall cease all use of the

terminated Services; (iii) each party shall return or destroy the other’s Confidential Information as required under Section 8.3; and (iv) any accrued but unpaid fees shall become immediately

due and payable. Sections 1, 8, 9, 10, 11, 12, 13.4, 14, and 15 shall survive expiration or

termination.

13.5 Transition Assistance. Upon written request during the ninety (90) days

following expiration or termination, Provider shall, for an agreed fee, provide reasonable

transition assistance to facilitate orderly migration of Services, subject to mutually agreed

terms.

14. GOVERNING LAW; VENUE

14.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without

regard to its conflicts of law principles.

14.2 Venue; Jury Trial Waiver. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state

or federal courts located in Wilmington, Delaware, and the parties irrevocably submit to the

personal jurisdiction of such courts.

EACH PARTY WAIVES ANY RIGHT TO TRIAL BY

JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS

AGREEMENT.

14.3 Construction. The United Nations Convention on Contracts for the

International Sale of Goods and the Uniform Computer Information Transactions Act

(UCITA), as enacted in any jurisdiction, do not apply to this Agreement.

15. GENERAL

PROVISIONS

15.1 Notices. All notices, consents, approvals, and other communications

required or permitted under this Agreement must be in writing and delivered to the respective

addresses set forth on the cover page (or as updated by notice), by recognized overnight

courier, certified mail (return receipt requested), or by electronic mail with confirmation of

receipt, and shall be deemed given upon delivery. Routine operational communications may be

sent by email.

15.2 Assignment. Neither party may assign or transfer this Agreement, whether

by operation of law or otherwise, without the prior written consent of the other party, except

that either party may assign this Agreement, without consent, (a) to an Affiliate or (b) in

connection with a merger, reorganization, acquisition of substantially all assets, or similar

corporate transaction, provided that assignee assumes all obligations hereunder in writing. Any

attempted assignment in violation of this Section is null and void.

15.3 Subcontracting. Provider may subcontract performance of any Service to qualified third parties, provided that

Provider remains responsible for the acts and omissions of its subcontractors as if performed by

Provider itself, and provided further that all subcontractors are bound by obligations of

confidentiality and data protection at least as protective as those herein.

15.4 Relationship of

Parties. Nothing in this Agreement shall be deemed to create a partnership, agency, fiduciary, or joint venture relationship between the parties. 15.5 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts (including by facsimile, PDF, or other electronic means), each of which shall be deemed an original and all of which together shall constitute one and the same instrument. 15.6 Force Majeure. Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, civil unrest, labor disputes, pandemic, power failures, or interruptions of telecommunications networks or internet services (provided that financial obligations to pay accrued fees are excluded from this force majeure relief). The affected party shall provide prompt notice and resume performance as soon as practicable. See § 21.4(c)(iv) for further restrictions on assignment. § 15.7 intentionally omitted

ADDENDUM 1. SMS/Voice Transmission. Provider shall transmit SMS and voice traffic to recipient endpoints strictly in accordance with applicable carrier, regulatory, and industry requirements, with Customer solely responsible for the accuracy of originating and destination data, message content, and compliance with all applicable consent and disclosure laws.

Provider does not guarantee delivery or timing due to reliance on third-party networks and expressly disclaims liability for delays, message filtering, or message loss outside Provider's direct control.

2. Emergency Services Disclaimer. Customer acknowledges and agrees that the Service is not intended or authorized for use in connection with emergency calling (e.g., 911, E911, or equivalent), and that any attempt to use such Service for emergency purposes is at Customer's sole risk. Provider shall have no liability for any failure, delay, or inability to connect to emergency services, and Customer shall indemnify, defend, and hold harmless

Provider from any claim arising from unauthorized emergency use.

3. Carrier and Supplier Compliance. Provider may, without liability, suspend or terminate any Service, in whole or part, immediately upon notice if required by any telecommunications carrier, aggregator, or governmental authority, or if Customer's use creates a risk of regulatory non-compliance, network integrity issues, or reputational harm. Provider shall use reasonable efforts to restore Service once compliant use is assured.

4. A2P Messaging Duties. Customer shall comply with all A2P (application-to-person) messaging requirements, including registration, sender ID management, and opt-in/opt-out mechanisms, as may be required by carrier, aggregator, or regulatory authorities. Customer is solely responsible for securing and documenting all necessary consents and lawful bases for message transmission.

ANNEX 2 – COMMERCIAL & SLA SCHEDULE 1. Price Table.

	Service	Unit	Price (USD)
	SMS Termination (US)		
per message	\$0.0042		
Voice Origination	per minute	\$0.0078	
Dedicated Short Code	per month	\$850.00	
Setup Fee	one-time	\$2,000.00	

2. SLA Table.

Metric	Commitment	Credit
Schedule	Uptime	99.95%
monthly	5-25% of monthly fee on	affected Service, pro-rata
Latency	≤ 450 ms (avg)	
\$50 per incident	> 2 min	

3. Escalation Matrix.

Severity	Initial Response	Escalation
Sev 1 (Critical)	15 min (24x7)	CTO after 1 hr
Sev 2 (Major)	1 hr (business)	Dir. Ops 4 hrs
Sev 3 (Minor)	1 business day	Mgr. Support

SIGNATURE PAGE IN

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. Telecomera Solutions Inc. By:

Name: _____ Title: _____
Date: _____ Mercury-Atlas

US Holdings LLC By: _____ Name: _____
Title: _____ Date: _____