

MASTER SERVICES AGREEMENT This Master Services Agreement ("Agreement") is entered into by and between: (i) Acme Global Enterprises, Inc., a Delaware corporation with offices at 1400 Main Street, Wilmington, DE 19801 ("Customer"); and (ii) Connectify, Ltd., a company organized under the laws of England and Wales with a U.S. registered branch at 99 Market Square, Suite 500, San Francisco, CA 94105 ("Provider"). Effective Date: 17 June 2024. WHEREAS, the Customer desires to procure, and Provider is willing to supply, certain cloud communications services, subject to the terms and conditions set forth herein. NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:



1. Definitions 1.1 For purposes of this Agreement, the following capitalized terms have the meanings set forth below, whether used in the singular or plural form: (a) "Affiliate" means any entity directly or indirectly controlling, controlled by, or under common control with a Party; (b) "Applicable Law" refers to all statutes, treaties, ordinances, regulations, directives, and rules in any jurisdiction governing the performance of the Services or a Party's obligations under this Agreement; (c) "Confidential Information" means any non-public technical, commercial, or business information disclosed by a Party to the other, whether in oral, written, electronic, or other form, which is identified as confidential at the time of disclosure or which, given the nature of the information or circumstances surrounding disclosure, reasonably should be considered confidential; (d) "Order" means any ordering document, statement of work ("SOW"), or online order referencing this Agreement and executed by both Parties; (e) "Services" mean the communications platform as a service ("CPaaS") offerings, including messaging, voice, and related services, to be provided by Provider hereunder; (f) "Service Levels" are the performance metrics and uptime commitments set forth in the Commercial Annex. 1.2 Other capitalized terms used herein, but not defined in this § 1, shall have the meanings ascribed to such terms elsewhere in this Agreement or in the applicable Order. 2. Scope of Agreement 2.1 This Agreement establishes the general terms under which Provider will make available to Customer, and Customer shall have the right to access and use, the Services described in the relevant Order(s), solely for the internal business use of Customer and its Affiliates, subject at all times to the restrictions, limitations, and exclusions set forth herein and therein. 2.2 No provision of this Agreement shall obligate Customer to order any minimum quantity of Services nor prevent Customer from engaging other providers for similar or identical services; provided, however, that Provider shall not be required to provide any Service except pursuant to a mutually executed Order, which shall incorporate by reference and be governed by the terms of this Agreement, except as expressly stated to the contrary in such Order. 2.3 In the event of any conflict between the terms of this Agreement and those of any Order, the terms of the Order shall control solely with respect to that Order, but only to the extent of such conflict; all other terms of this Agreement shall remain in full force and effect. 2.4 The Parties acknowledge and agree that Affiliates of Customer may place Orders under this Agreement, provided that such Affiliates shall be deemed to have agreed to be bound by the terms hereof as if they were an original signatory, and Customer shall remain liable for the performance of all obligations of its Affiliates. 3. Ordering and Statements of Work 3.1 Orders. The specific details of the Services, including any customization, implementation services, or integrations, shall be described in Orders executed by authorized representatives of the Parties. Each Order shall reference this Agreement and specify, among other things, the scope of Services, deliverables, Fees, term, and any applicable milestones. 3.2 Changes. Either Party may propose changes to the scope or performance of the Services set forth in an Order; however, no such change shall be binding unless documented in a written amendment to the relevant Order, executed by both Parties. To the extent a change affects the Fees, schedule, or other material terms, the Parties shall negotiate in good faith to agree on an equitable adjustment. 3.3 Suspension. Provider may suspend performance of any Order upon written notice to Customer if Customer fails to pay undisputed Fees when due and such failure remains uncured for ten (10) days after receipt of notice; provided, however, that Provider shall promptly resume performance upon Customer's cure of such default, and Customer shall not be liable for any Service Level failure or damages solely attributable to any period of suspension under this Section. 3.4 § 3.4 intentionally omitted. 4. Fees and Taxes 4.1 Fees. Customer shall pay Provider the Fees set forth in each Order or as otherwise detailed in the Commercial Annex, subject to any discounts or credits agreed in writing. Except as expressly provided in the applicable Order, all Fees are non-cancellable and non-refundable; no additional charges shall be imposed except as expressly authorized herein or in the Order, and Provider shall not invoice for any item not expressly set forth in the Order. 4.2 Invoicing and Payment Terms. Provider shall invoice Customer monthly in arrears (unless otherwise specified in the applicable Order), and Customer shall pay all undisputed amounts within thirty (30) days of the invoice date. Customer may withhold payment of any amounts disputed in good faith, provided that Customer notifies Provider of the basis of such dispute within fifteen (15) days of receipt of the relevant invoice, and any undisputed portion shall remain payable. The Parties shall cooperate in good faith to resolve any such dispute promptly. 4.3 Taxes. All Fees are exclusive of applicable sales, use, excise, value-added, or similar taxes ("Taxes"). Customer shall be responsible for all Taxes arising out of this Agreement, except for taxes based on Provider's net income, employment taxes of Provider personnel, or taxes from which Customer is exempt under Applicable Law (in which case Customer shall provide Provider with appropriate exemption documentation). Provider shall itemize all Taxes on its invoices. 4.4 Late Payment. Any undisputed Fees not paid when due shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by Applicable Law, commencing on the date payment was due and continuing until paid in full; provided, however, that no interest shall accrue on amounts subject to a bona fide dispute pending resolution thereof.



5. Service Levels and Credits 5.1 Provider shall deliver the Services in accordance with the Service Levels set forth in the Commercial Annex; in the event Provider fails to meet any applicable Service Level, Provider shall issue to Customer the corresponding service credits as the sole monetary remedy for such non-performance, except as otherwise provided in § 10 or as required by Applicable Law. 5.2 Service Level Measurement. Service Levels shall be measured on a monthly basis using Provider's standard monitoring tools and methodologies, which shall be made available for audit by Customer upon reasonable written request. Provider shall provide monthly reports within ten (10) business days after the end of each calendar month, setting forth performance against each Service Level metric. 5.3 Service Credits. Service credits shall be calculated as set forth in the Commercial Annex and applied to the next invoice following the month in which the Service Level failure occurred. Service credits shall not accrue or be payable during any period in which Customer is in material breach of its payment obligations, nor for any Service Level failure attributable to a Force Majeure Event, Customer's acts or omissions, or scheduled maintenance performed with at least seventy-two (72) hours' advance notice. 5.4 Escalation. In the event of repeated or material Service Level failures, Customer may escalate the issue in accordance with the escalation matrix in the Commercial Annex, and Provider shall cooperate promptly to implement any mutually agreed remediation plan. 6. Security and Customer Proprietary Network Information 6.1 Security Program. Provider shall implement and maintain an information security program, consistent with industry standards and practices for cloud-based CPaaS providers, designed to safeguard the confidentiality, integrity, and availability of Customer Data and to protect against unauthorized access, destruction, use, modification, or disclosure. Such program shall include, at a minimum: access controls, encryption of data in transit and at rest, regular vulnerability assessments, and annual penetration testing. 6.2 CPNI. If Provider processes Customer Proprietary Network Information ("CPNI") as defined under 47 U.S.C. § 222, Provider shall comply with all applicable CPNI rules and regulations, and shall not use, disclose, or permit access to CPNI as required to provide the Services or as otherwise authorized in writing by Customer. 6.3 Security Incidents. Provider shall notify Customer within forty-eight (48) hours of becoming aware of any Security Incident affecting Customer Data or CPNI, describing the nature and scope of the incident, the data types affected, and the remediation steps taken or planned. Provider shall cooperate fully with Customer and, upon request, provide all information reasonably necessary for Customer to comply with its own legal obligations or to respond to regulatory inquiries relating to such incident. 7. Compliance with Laws; Export Control 7.1 Each Party shall comply with all Applicable Law in connection with the performance of this Agreement and the use or provision of the Services, including but not limited to laws relating to data privacy, telecommunications, and export controls. 7.2 Provider represents and warrants that it, its Affiliates, and their respective personnel are not listed on any U.S. or other applicable government denied-party list, and shall not provide Services to, or allow access by, any person or entity in violation of any applicable export control or economic sanctions law. 7.3 Customer shall not use the Services for any purpose prohibited by Applicable Law, including but not limited to the transmission of unlawful, infringing, or otherwise prohibited content, or for the benefit of any person or entity in a U.S. embargoed country or on any denied-party list. The foregoing shall be interpreted "mutatis mutandis" with respect to Provider's performance. 8. Indemnification 8.1 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, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that the Services infringe, misappropriate, or otherwise violate the intellectual property rights of a third party, except to the extent such claim arises from (a) use of the Services in combination with any product, software, or data not provided by Provider, or (b) modification of the Services by Customer not authorized or performed by Provider. 8.2 Customer shall defend, indemnify, and hold harmless Provider and its Affiliates from and against any and all claims, losses, or liabilities arising out of Customer's use of the Services in violation of this Agreement, Applicable Law, or the rights of any third party, except to the extent that such claim arises from Provider's gross negligence or willful misconduct. 8.3 The indemnified Party shall promptly notify the indemnifying Party of any claim subject to indemnification hereunder, and shall permit the indemnifying Party to control the defense and settlement of such claim; provided, however, that no settlement shall be entered into without the indemnified Party's prior written consent if such settlement imposes any monetary or non-monetary obligations on the indemnified Party, other than payment of amounts fully indemnified hereunder. 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7. Security; Confidentiality 7.1 Each Party shall implement and maintain, throughout the Term, administrative, technical, and physical safeguards consistent with the prevailing standards for global cloud-based communications infrastructure, designed to ensure the security, confidentiality, and integrity of all Customer Data, and to prevent unauthorized access, disclosure, alteration, or destruction thereof, provided that Provider shall employ cryptographic controls for data at rest and in transit, access management based on least-privilege principles, and periodic risk assessments, with remediation of identified vulnerabilities in a commercially reasonable timeframe, except that Customer shall not unreasonably withhold approval of any enhanced security measure reasonably proposed by Provider in response to industry developments or legal requirements. 7.2 Provider shall promptly notify Customer, in no event later than forty-eight (48) hours after confirmation, of any Security Incident affecting Customer Data or Confidential Information, such notice to describe (a) the nature and scope of the incident, (b) the categories and approximate volume of data affected, and (c) the steps taken or planned to mitigate adverse effects, with Provider to cooperate with Customer's investigation and mitigation efforts, including by providing any forensic or audit reports reasonably requested, provided that such cooperation shall not be construed to waive Provider's rights with respect to privileged or proprietary information. 7.3 Confidentiality. Each Party (the "Recipient") shall maintain in strict confidence all non-public business, technical, or financial information disclosed by the other Party (the "Discloser") in connection with this Agreement that is marked as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure, and Recipient shall not disclose or use such Confidential Information except as necessary to perform its obligations under this Agreement or as otherwise expressly permitted herein, save that such restrictions shall not apply to information (i) already in Recipient's lawful possession without restriction, (ii) independently developed by Recipient without use of or reference to Discloser's information, (iii) lawfully obtained from a third party not under an obligation of confidentiality to Discloser, or (iv) required to be disclosed pursuant to legal process, provided that Recipient gives prompt written notice and reasonable cooperation to Discloser to seek protective treatment. 7.4 § 7.4 intentionally omitted. 7.5 Notwithstanding the foregoing, Customer may disclose the existence and general nature of this Agreement, including the identity of the Provider, to its Affiliates, auditors, regulators, and legal counsel, subject to customary confidentiality obligations, and Provider may disclose Customer's identity as a client solely in its marketing materials without reference to the terms hereof unless otherwise agreed in writing. 8. Compliance with Laws; Export Controls 8.1 Each Party shall, in the performance of its obligations hereunder, comply with all applicable federal, state, local, and international laws, statutes, ordinances, and regulations, including, without limitation, those relating to data privacy, anti-bribery, anti-corruption, telecommunications, and export control, except that Customer shall not be responsible for Provider's compliance with laws uniquely applicable to Provider's business or personnel. 8.2 Provider represents and warrants that neither it, nor any of its Affiliates or personnel, are subject to U.S. or EU export restrictions, denied-party lists, or economic sanctions, and shall not, directly or indirectly, provide the Services, or permit access thereto, in a manner that would cause Customer or its Affiliates to be in violation of any applicable export, re-export, or sanctions law, including, but not limited to, the U.S. Export Administration Regulations or the International Traffic in Arms Regulations. 8.3 Customer shall not use the Services for any purpose prohibited by applicable law or regulation, including the transmission of content that is unlawful, harassing, infringing, or otherwise prohibited, nor shall Customer permit access to or use of the Services by any individual or entity in a U.S. embargoed country, on the U.S. Treasury Department's list of Specially Designated Nationals, or otherwise subject to similar restrictions, and any breach of this Section shall be deemed a material breach not subject to cure. 9. Indemnification 9.1 Provider shall defend, indemnify, and hold harmless Customer, its Affiliates, and their respective officers, directors, employees, and agents (the "Customer Indemnified Parties") from and against any and all losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs, arising from or relating to any third-party claim, action, suit, or proceeding (a) alleging that the Services or any component thereof infringe, misappropriate, or otherwise violate any intellectual property right, trade secret, or proprietary right of any third party, except to the extent such claim results from (i) combination of the Services with products or data not provided by Provider, (ii) modification of the Services by or on behalf of Customer without Provider's express authorization, or (iii) Customer's use of the Services in breach of this Agreement, or (b) arising from Provider's gross negligence or willful misconduct. 9.2 Customer shall indemnify, defend, and hold harmless Provider and its Affiliates from and against any and all claims, losses, damages, and expenses arising out of or relating to (a) Customer's use of the Services in violation of applicable law, regulation, or this Agreement, (b) Customer's content transmitted or processed using the Services, or (c) Customer's instructions or specifications provided to Provider, except to the extent such claim arises from Provider's breach of this Agreement or applicable law. 9.3 The indemnified Party shall promptly notify the indemnifying Party in writing of any claim subject to indemnification hereunder, and the indemnifying Party shall have sole control of the defense and settlement of such claim, provided that (a) the indemnified Party may participate in the defense at its own expense, and (b) the indemnifying Party shall not settle any claim in a manner that imposes any admission of liability or obligation on the indemnified Party without its prior written consent, such consent not to be unreasonably withheld. 9.4 The indemnities set forth in this Section shall be the sole and exclusive remedies for claims described herein, except as otherwise provided in § 21.4(c)(iv), and subject to the limitations set forth in Section 10.

10. Limitation of Liability 10.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT LIMIT (A) A PARTY'S LIABILITY FOR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (B) INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, (C) LIABILITY FOR DEATH, BODILY INJURY, OR FRAUD, OR (D) CUSTOMER'S PAYMENT OBLIGATIONS. 10.2 EXCEPT FOR LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, OR FOR WHICH A HIGHER LIMIT IS EXPRESSLY SET FORTH IN AN ANNEX OR ORDER, EACH PARTY'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) FIVE MILLION DOLLARS (\$5,000,000) OR (B) THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. 10.3 Provider acknowledges and agrees that the limitations and exclusions of liability set forth herein have been the subject of negotiation and are an essential basis of the bargain, without which Customer would not have entered into this Agreement; provided further that nothing herein shall limit either Party's liability for gross negligence or willful misconduct. 11. Insurance 11.1 Throughout the Term and for a period of at least two (2) years thereafter, Provider shall maintain, at its sole expense, the following minimum insurance coverage with reputable insurance companies: (a) Commercial General Liability with limits of not less than \$5,000,000 per occurrence and in the aggregate; (b) Professional Liability (Errors & Omissions) with limits of not less than \$5,000,000 per claim and in the aggregate; (c) Cyber Liability insurance covering unauthorized access, security incidents, and breach response costs, with limits of not less than \$5,000,000 per claim and in the aggregate; and (d) Workers' Compensation as required by applicable law. 11.2 Provider shall deliver to Customer, upon request and annually thereafter, certificates of insurance evidencing the coverage required hereunder, and such certificates shall provide that coverage shall not be canceled or materially reduced except upon thirty (30) days' prior written notice to Customer. 12. Term and Termination 12.1 The initial term of this Agreement shall commence on the Effective Date and continue for three (3) years, unless earlier terminated in accordance with this Section or as otherwise provided in any Order; thereafter, this Agreement shall automatically renew for successive one (1) year renewal terms 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 Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party in the event of a material breach which remains uncured at the expiration of such notice period, except that Provider may terminate for nonpayment of undisputed Fees only after providing ten (10) days' written notice and an opportunity to cure. 12.3 Either Party may terminate this Agreement with immediate effect upon written notice if (a) the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or is subject to a petition in bankruptcy or receivership which is not dismissed within sixty (60) days, or (b) required to do so by applicable law or governmental order. 12.4 Upon expiration or termination of this Agreement for any reason, each Party shall, within thirty (30) days and in accordance with Customer's written instructions, return or securely destroy all Confidential Information of the other Party in its possession or control, except as required to be retained under applicable law, and Provider shall, at Customer's option, provide Customer with a copy of all Customer Data in Provider's then-current format. 12.5 Termination or expiration of this Agreement shall not affect any accrued rights or obligations, nor any provisions of this Agreement which by their nature are intended to survive, including Sections 3.3, 7, 9–11, and 14.

13. Governing Law; Dispute Resolution 13.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law provisions that would result in the application of the law of any other jurisdiction; provided that issues relating to telecommunications regulatory compliance or data privacy shall, to the extent required, be governed by the laws and regulations directly applicable to the subject matter concerned. 13.2 Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, breach, or termination, shall be resolved as follows: (a) the Parties shall confer in good faith to resolve the matter within thirty (30) days after written notice of the dispute; (b) if unresolved, either Party may request executive escalation pursuant to the process set forth in the Commercial Annex; and (c) if still unresolved after escalation, the dispute shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with a single arbitrator and venue in New York County, New York, except that either Party may seek injunctive or equitable relief in any court of competent jurisdiction. 13.3 The prevailing Party in any arbitration or litigation proceeding hereunder shall be entitled to recover its reasonable attorneys' fees and costs; provided, however, that if each Party prevails on material issues, such fees and costs shall be apportioned by the arbitrator or court in their reasonable discretion. 14. Notices 14.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed given (a) upon receipt, if delivered by hand or reputable overnight courier, (b) three (3) business days after deposit in the U.S. mail, postage prepaid, certified or registered, return receipt requested, or (c) upon confirmation of delivery by email to the official notice address of the receiving Party set forth on the cover page or as otherwise updated by written notice. 14.2 Routine operational communications, such as service updates or invoice reminders, may be provided by electronic means, provided that legal or contractual notices relating to breach, termination, indemnification, or assignment must comply with Section 14.1. 15. Miscellaneous 15.1 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 without consent to an Affiliate or in connection with a merger, reorganization, or sale of substantially all of its assets, provided that the assigning Party provides prompt written notice and the assignee assumes all obligations hereunder. 15.2 Entire Agreement. This Agreement, including all Annexes and Orders, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior and contemporaneous agreements, proposals, and representations, written or oral, relating thereto; any amendment must be in writing and signed by authorized representatives of both Parties. 15.3 Waiver. No waiver of any right, power, or remedy under this Agreement shall be effective unless in writing and signed by the waiving Party; no waiver shall be deemed a waiver of any subsequent breach or default. 15.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the Parties' original intent. 15.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. [Sig-Block-α]

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