

MASTER SERVICES AGREEMENT This Master Services Agreement (“Agreement”) is entered into by and between: (i) VERTEX TELECOM, INC., a Delaware corporation (“Provider”), with principal offices at 400 Atlantic Drive, Wilmington, DE 19801; and (ii) AURELIA SYSTEMS LLC, a California limited liability company (“Customer”), with offices at 1551 Lawton Street, San Francisco, CA 94122. Effective Date: June 28, 2024 RECITALS WHEREAS, Provider offers certain telecommunications, messaging, and related managed IT services; and WHEREAS, Customer desires to obtain and Provider agrees to supply such services under the terms set forth herein.

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**1. DEFINITIONS**

**1.1** Certain capitalized terms used herein but not otherwise defined shall have the meanings specified in this Section 1. (a) “Affiliate” means, with respect to a Party, any entity directly or indirectly controlling, controlled by, or under common control with such Party, where “control” means ownership of more than fifty percent (50%) of voting interests. (b) “Applicable Law” means any statute, regulation, rule, ordinance, or order of any governmental authority having jurisdiction over the relevant Party or this Agreement, including, as applicable, telecommunications and data protection laws. (c) “Confidential Information” means all nonpublic information disclosed by either Party to the other in any form that is marked or otherwise identified as confidential or that a reasonable person would understand to be confidential, including, without limitation, trade secrets, pricing, technical data, and customer lists. (d) “CPNI” means Customer Proprietary Network Information as defined under 47 U.S.C. § 222(h) and any successor provisions. (e) “Order” means a document executed by both Parties referencing this Agreement and specifying particular Services, including applicable pricing and service parameters. (f) “Services” means the telecommunications, messaging, and related managed IT services described in Annex 1 and as may be further specified in Orders or Statements of Work entered into pursuant to this Agreement. (g) “Service Level Agreement” or “SLA” means the performance standards and associated service credits set forth in Section 6 and Annex 2. (h) “Statement of Work” or “SOW” means an addendum executed by the Parties describing project-specific deliverables or additional obligations relating to the Services. (i) “Taxes” means all sales, use, value-added, excise, gross receipts, and other taxes, levies, or similar governmental charges (excluding taxes on income or net worth), however designated, imposed by any governmental authority in connection with the transactions contemplated by this Agreement.

**1.2 Interpretation** (a) References to “including” or “includes” mean “including, without limitation.” (b) Headings are for convenience only and do not affect interpretation or construction. (c) Unless expressly stated otherwise, references to Sections, Schedules, or Annexes are to those of this Agreement. (d) The singular includes the plural and vice versa, and references to any gender include all genders. (e) Any reference to “will” or “shall” imposes a mandatory obligation, except as otherwise expressly provided in this Agreement. (f) Use of the word “or” shall not be exclusive unless expressly indicated otherwise.

**2. SCOPE OF SERVICES**

**2.1** Provider shall furnish the Services to Customer in accordance with the terms and conditions of this Agreement, applicable Orders, and each SOW, provided that in the event of a conflict among such documents, the following order of precedence shall apply: (i) the main body of this Agreement, (ii) the relevant SOW, (iii) the relevant Order, and (iv) the Annexes, except to the extent an Order or SOW expressly and specifically overrides a provision of this Agreement with reference to the affected Section; provided further that any such override shall apply solely to the subject matter therein and not to any other provision or transaction under this Agreement.

**2.2 Modifications to Services** From time to time, Provider may modify, enhance, or discontinue features of the Services upon not less than thirty (30) days’ prior written notice to Customer; provided, however, that no such modification or discontinuation shall materially diminish the core functionality or security of any Service ordered and prepaid by Customer for a fixed term, except as required by Applicable Law or to address bona fide security risks.

**2.3 Suspension of Services** Provider may suspend provision of any Service without liability if: (a) required by Applicable Law or competent governmental authority; (b) Customer fails to pay undisputed Fees within fifteen (15) days after written notice of nonpayment; (c) Provider reasonably determines suspension is necessary to prevent imminent harm to the Provider Network, any third party, or the Services; or (d) Customer is in material breach of Section 8 (Security; CPNI), and such breach is not

cured within five (5) business days after written notice. Any suspension under this Section shall be limited in scope and duration to the minimum necessary to address the underlying cause and shall not ■ relieve Customer of its payment obligations. 2.4 § 2.4 intentionally omitted. 3. ORDERS AND STATEMENTS OF WORK 3.1 Execution Customer may from time to time request Services by submitting Orders or SOWs in the form agreed by the Parties. No Order or SOW shall be binding unless and until executed by authorized representatives of each Party. Any preprinted or supplemental terms on Customer purchase orders, invoices, or other documentation shall be void and of no effect unless expressly incorporated by written amendment referencing this Agreement and signed by both Parties. 3.2 Changes to Orders or SOWs Either Party may propose written amendments to any Order or SOW. No change or addition shall be effective unless memorialized in a written amendment executed by both Parties, except that minor administrative changes (e.g., contact information updates) may be confirmed via email exchange between authorized contacts. 3.3 Project Management Each Party shall appoint a primary contact for day-to-day operational matters relating to each Order or SOW. The project contacts may mutually agree, via email ■ or written notice, t■ non-material adjustments to project timelines or deliverable schedules, provided that any changes impacting Fees, scope, or the allocation of risk shall require a signed written amendment. [SIG-BLOCK-α] \_\_\_\_\_ 4. FEES, PAYMENT, AND TAXES 4.1 Fees Customer shall pay all Fees in accordance with the rates and terms set forth in the relevant Order, SOW, and Annex 2. Except as otherwise expressly stated herein or in an Order or SOW, all Fees are non-refundable and exclusive of Taxes. 4.2 Invoicing and Payment Provider shall invoice Customer monthly in arrears for recurring Fees and in advance for non-recurring or usage-based Fees, unless otherwise specified in the relevant Order ■r SOW. All undisputed invoices are due and payable within thirty (30) days of receipt. Payment shall be made in U.S. dollars by wire transfer or such other method as Provider may reasonably designate. 4.3 Taxes Customer shall be responsible for and shall pay all applicable Taxes imposed or assessed in connection with the Services, except for Provider's income or net worth taxes. If Provider is required by Applicable Law to collect or remit Taxes, such Taxes shall be separately stated on the invoice and paid by Customer, unless Customer provides a valid tax exemption certificate. Each Party shall be responsible for its own employment-related taxes and contributions. 4.4 Disputed Amounts If Customer disputes any amount invoiced in good faith, Customer shall notify Provider in writing (with reasonable detail) within fifteen (15) days of receipt ■f the disputed invoice, and the Parties shall cooperate to resolve the dispute promptly. Customer shall pay all undisputed amounts by the applicable due date, and any disputed amounts determined to be payable upon resolution shall be paid within five (5) business days thereafter, without prejudicing either Party's rights or remedies.









SERVICE CREDITS 6.1 Service Level Agreement Provider shall use commercially reasonable efforts to meet or exceed the service levels set forth in Annex 2 during the Term. Service credits, as specified in Annex 2, constitute Customer's sole and exclusive remedy for

Provider's failure to meet any service levels, except where such failure constitutes material

breach not remedied within thirty (30) days following written notice. 6.2 Service Credit

Process Customer must request any applicable service credit in writing within forty-five (45) days after the end of the month in which the relevant service impact occurred. Provider shall, within thirty (30) days of receipt of such request, either apply the credit to Customer's next invoice or provide a written statement setting forth the basis for denying the credit request.

6.2.1 Credits may not be exchanged for cash or applied against ■ny amounts due under any other agreement. 7. SECURITY; CUSTOMER PROPRIETARY NETWORK

INFORMATION 7.1 Data Security ■ Provider shall maintain administrative, physical, and technical safeguards for the protection of Customer Data and CPNI consistent with prevailing

industry standards and as further detailed in Annex 1. Without limiting the foregoing, Provider shall promptly notify Customer of any confirmed unauthorized access to Customer Data or

CPNI, and shall cooperate in good faith to investigate and mitigate such incident, provided that nothing herein shall obligate Provider to disclose information in violation of Applicable Law or

compromise Provider's own security protocols. 7.2 CPNI Provider acknowledges that, to the extent it processes Customer's CPNI in connection with the Services, it will (i) access, use, and

disclose such CPNI solely as required to perform its obligations under this Agreement or as

permitted by law; (ii) implement reasonable measures to prevent unauthorized access or use;

and (iii) comply with 47 U.S.C. § 222 and corresponding FCC rules. 7.2.1 Customer represents

and warrants that it has obtained all necessary consents and authorizations t■ permit Provider

to process CPNI and any other data as contemplated herein. 7.3 Security Audits Upon no less

than thirty (30) days' written notice and not more than once annually, Customer may, at its own

expense and during normal business hours, audit Provider's relevant security controls, provided

such audit shall not unreasonably disrupt Provider's operations, and Provider may require

execution of a mutually agreeable non-disclosure agreement covering Provider's proprietary

information. 7.4 § 7.4 intentionally omitted. 8. COMPLIANCE AND EXPORT CONTROLS

8.1 Compliance with Laws Each Party shall comply with all Applicable Laws in connection

with its performance under this Agreement, including, without limitation, all laws and

regulations relating to anti-bribery, anti-corruption, economic sanctions, and export controls.

8.2 Export Controls Neither Party shall export, re-export, or transfer (directly or indirectly) any

product, software, or technical data r■■■■v■d under this Agreement in violation of any

applicable export laws or regulations, including, without limitation, U.S. Export Administration

Regulations and U.S. Department of Treasury sanctions programs. 8.2.1 Customer shall not

permit any Service or deliverable to b■ accessed or used by any person or entity in ■ a country

embargoed by the United States, or by any person or entity on any denied party lists published

by the United States government. 8.3 Provider will cooperate r■■s■n■bly with Customer to

provide information on Provider's compliance measures, s■l■ly to the extent reasonably

necessary for Customer to satisfy its own legal or regulatory obligations. [SIG-BLOCK-α]