

[Sig-Block-α] _____ MASTER SERVICES AGREEMENT This Master Services Agreement (“Agreement”) is entered into as of March 18, 2024 (the “Effective Date”), by and between: ClientCo, Inc., a Delaware corporation with offices at 1100 Market Avenue, San Francisco, CA 94103 (“Client”); and Service Provider LLC, a New York limited liability company with offices at 77 Park Place, New York, NY 10007 (“Provider”). WHEREAS, the Parties wish to establish terms governing the provision of certain telecommunications and related commercial services by Provider to Client; and WHEREAS, the Parties desire to set forth such terms in this Agreement.

CONFIDENTIAL – DRAFT 2024-03-18 – Page 1 of 12

1. DEFINITIONS

1.1 Defined Terms. For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below. Other capitalized terms used but not defined herein shall have the meanings assigned in the applicable Order or SOW. (a) “Affiliate” means, as to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity, where “control” means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities, by contract, or otherwise). (b) “Confidential Information” has the meaning assigned in Section 8.1. (c) “Documentation” means Provider’s standard user manuals, technical requirements, and guides relating to the Services, as updated from time to time and provided to Client by Provider. (d) “Order” means any mutually executed document, including any Statement of Work (“SOW”), by which Client purchases Services under this Agreement. (a) “Personal Data” means any information relating to an identified or identifiable natural person, as defined under applicable Data Protection Laws. (b) “Service(s)” means the telecommunication, messaging, software, or other services to be provided by Provider as set forth in any applicable Order or SOW. (c) “Third Party” means any person or entity other than Provider, Client, or their respective Affiliates.

1.2 Scope. This Agreement governs all Orders, SOWs, and services provided by Provider to Client, unless otherwise agreed in writing by both Parties. Provider shall provide the Services in accordance with the applicable Order or SOW and this Agreement. All Orders are governed by and subject to the terms of this Agreement, except as expressly stated otherwise in such Order.

1.3 Interpretation. Headings are for convenience only and do not affect interpretation; use of the singular includes the plural and vice versa; references to “including” mean “including, without limitation.” Where a term is defined, grammatical variations of such term have corresponding meanings.

2. SCOPE OF SERVICES

2.1 Provider Obligations. Provider shall provide the Services to Client in accordance with the applicable Order or SOW, using reasonable efforts to meet the delivery schedules and service levels specified therein. (a) Provider shall assign qualified personnel and maintain all necessary authorizations to deliver the Services. (b) Provider may utilize subcontractors to perform its obligations, provided that Provider remains responsible for all acts and omissions of such subcontractors as if they were Provider’s own.

2.2 Client Responsibilities. Client shall (a) provide Provider with access to facilities, personnel, and information reasonably necessary for Provider to perform the Services; (b) comply with all applicable laws and regulations in connection with its receipt and use of the Services; and (c) use the Services solely for legitimate business purposes.

2.3 Affiliates. Affiliates of either Party may enter into Orders or SOWs under this Agreement, provided that such Affiliate agrees in writing to be bound by this Agreement as if it were an original party hereto.

2.4 Ordering Process. Orders or SOWs must reference this Agreement, specify the scope of Services, and be mutually executed by authorized representatives of both Parties.

2.5 Service Disruption. Provider will use commercially reasonable efforts to minimize Service Disruption, provided that emergency maintenance or events outside Provider’s reasonable control may result in temporary unavailability.

CONFIDENTIAL – DRAFT 2024-03-18 – Page 2 of 12

3. ORDERS; STATEMENTS OF WORK

3.1 Orders. Each Order or SOW shall be governed by and incorporated into this Agreement. An Order or SOW may not modify the terms of this Agreement unless it expressly states the specific section(s) to be modified and the extent of such modification.

3.2 Change Orders. Either Party may request changes to the scope or schedule of Services under an Order or SOW. No change shall be effective unless agreed in writing by both Parties. If a Change Order affects fees, schedule, or deliverables, the Parties shall negotiate in good faith to adjust such terms accordingly.

3.3 Conflicts. In the event of a conflict between the terms of this Agreement and any Order or SOW, the following order of precedence applies: (i) Order or SOW (solely with respect to the specific scope of Services set forth therein); (ii) this Agreement; and (iii) Documentation.

4. FEES AND TAXES

4.1 Fees. Client shall pay Provider the fees set forth in the applicable Order or SOW for the Services (“Fees”). Unless otherwise expressly stated in an Order, Fees are non-cancelable and non-refundable.

4.2 Invoicing and Payment. Provider shall invoice Client monthly in arrears unless otherwise specified in the applicable Order. Payment is due within thirty (30) days of the invoice date. Late payments shall accrue interest at the lower of 1.5% per month or the maximum rate permitted by law.

4.3 Taxes. All Fees are exclusive of taxes, levies, and similar governmental charges (collectively, “Taxes”). Client shall be responsible for payment of all Taxes associated with the Services, except for taxes based on Provider’s net income or employment taxes of Provider personnel. (a) If Provider is required to collect or remit any Taxes on Client’s behalf, Provider shall itemize such Taxes on the invoice, and Client agrees to pay such amounts promptly. (b) If Client is required by law to withhold or deduct any Taxes from payments to Provider, Client shall gross up such payments so that Provider receives the full amount invoiced.

4.4 Disputed Invoices. Client must notify Provider in writing of any disputed invoice amounts within fifteen (15) days of receipt, providing reasonable detail of the dispute. Undisputed amounts remain payable as set forth above. (a) Provider shall conduct a good faith review of any dispute; if the dispute is resolved in Client’s favor, Provider will issue a credit or refund as appropriate. (b) Failure to timely dispute an invoice constitutes acceptance of the charges.

4.5 Pricing Adjustments. Provider may adjust Fees upon at least sixty (60) days’ prior written notice to Client, provided such adjustment shall not exceed five percent (5%) annually unless otherwise agreed in writing.

5. SERVICE LEVELS AND CREDITS

5.1 Service Levels. Provider shall use commercially reasonable efforts to meet the service levels set forth in Annex 1 (the “SLA”), subject to the exclusions and limitations stated therein.

5.2 Credits. If Provider fails to meet the SLA, Client shall be entitled to the service credits set forth in Annex 1 as Client’s sole and exclusive remedy for such failure.

5.3 Exclusions. Service credits shall not apply to Service Disruption caused by (a) acts or omissions of Client or its Affiliates, (b) failures of third-party networks, (c) force majeure events, or (d) scheduled maintenance with at least forty-eight (48) hours’ prior notice to Client. (a) Provider shall provide Client with written notice of any scheduled maintenance that may impact Service availability.

5.4 Emergency Message Provision. For clarity, if Provider is unable to transmit a message designated by Client as an “Emergency Message” (meaning, for purposes of this Agreement, any message that Client identifies as critical to public safety or health), Provider’s liability shall be limited as set forth in Section 10.

CONFIDENTIAL – DRAFT 2024-03-18 – Page 3 of 12

6. SECURITY AND CUSTOMER PROPRIETARY NETWORK INFORMATION

6.1 Security Program. Provider shall implement and maintain an information security program that includes administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Client Data.

6.2 CPNI. To the extent Provider provides telecommunications Services subject to 47 U.S.C. § 222 or similar laws or regulations, Provider shall treat Customer Proprietary Network Information (“CPNI”) in accordance with applicable law.

6.3 Incident Notification. Provider shall notify Client without undue delay of any confirmed unauthorized access to Client Data in Provider’s possession or control, including the nature and extent of the incident, the affected data, and remediation steps taken. (a) Provider shall cooperate with Client in any reasonable efforts to mitigate the impact of such incident.

6.4 Data Retention. Provider shall retain Client Data only as long as necessary to perform the Services or as required by applicable law or regulation.

6.5 Data Destruction. Upon expiration or termination of the Agreement, Provider shall, at Client’s written request, delete or return all Client Data in Provider’s possession, except where retention is required by law or necessary to defend Provider’s legal interests.

7. COMPLIANCE; EXPORT CONTROL

7.1 Compliance with Law. Each Party represents and warrants that it shall comply with all applicable laws, rules, and regulations in connection with its performance under this ■ Agreement.

7.2 Export Compliance. Provider shall not provide, and Client shall not receive or use, any Service in violation of U.S. export control laws or regulations, including but not limited to the Export Administration Regulations or any Office of Foreign Assets Control (“OFAC”) restrictions.

7.3 Anti-Bribery. Each Party represents that it has not and will not, directly or indirectly, offer, promise, or give any undue financial or other advantage to any person in violation of the U.S. Foreign Corrupt Practices Act or similar anti-bribery laws.

7.4 Sanctions. Client represents that it is not (a) a person or entity designated on any U.S. government list of prohibited or restricted parties, or (b) owned or controlled by such a party.

7.5 Compliance Audit. Provider may, upon reasonable notice and during normal business hours, audit Client’s use of the Services solely to verify compliance with the terms of this Agreement. Provider shall bear the costs of such audit unless material non-compliance is found.

[Sig-Block-α] _____ 8. CONFIDENTIALITY & DATA PROTECTION 8.1
12 pt bold Confidential Information. Each Party (“Recipient”) acknowledges that it may receive or have access to confidential or proprietary information (“Confidential Information”) belonging to the other Party (“Discloser”) in connection with this Agreement. Confidential Information includes, without limitation, all technical, financial, business, and customer information provided by Discloser, as well as the terms of this Agreement; provided, however, that Confidential Information does not include information that (a) is or becomes publicly available through no wrongful act of Recipient, (b) is lawfully received from a third party without restriction, (c) is independently developed without use of or reference to Discloser’s information, or (d) is approved for release by written authorization of Discloser. 8.2 11 pt bold Obligation of Confidentiality. Recipient shall employ commercially reasonable measures to protect Discloser’s Confidential Information, at least as protective as those it uses to safeguard its own similar information, but in no event using less than a reasonable standard of care. Recipient shall not disclose Discloser’s Confidential Information to any third party except to its Representatives who have a need to know for purposes of this Agreement and are bound by obligations of confidentiality no less stringent than those herein. (a) Recipient shall be responsible for any breach of this Section 8 by its Representatives. (b) Recipient shall promptly notify Discloser of any actual or suspected unauthorized use or disclosure of Confidential Information. 8.3 11 pt bold Compelled Disclosure. If Recipient is required by law, regulation, or court order to disclose any of Discloser’s Confidential Information, Recipient shall (to the extent permitted by law) provide prompt written notice to Discloser and cooperate with Discloser’s reasonable efforts to seek a protective order or other appropriate remedy. 8.4 Use of Data. Provider may Process Client Data only as necessary to perform its obligations under this Agreement, except as otherwise required by law. Provider shall not sell, rent, or otherwise disclose Client Data except as expressly permitted herein. (a) “Process” means to collect, store, use, access, disclose, transfer, or otherwise handle. (b) Provider shall comply with all applicable data protection laws, including but not limited to the CCPA if Client Data includes personal information of California residents. 8.5 Data Subject Requests. Provider shall, to the extent required by law, reasonably assist Client in responding to data subject requests relating to Client Data. 8.6 Return or Deletion of Data. Upon expiration or termination of this Agreement, Provider shall, upon written request of Client, return or delete all Client Data in its possession except as required to be retained by law or to defend actual or threatened legal claims. 8.7 § 8.7 intentionally omitted.

CONFIDENTIAL – DRAFT 2024-06-13 – Page 5 of 12

9. INTELLECTUAL PROPERTY; LICENSES

9.1 12 pt bold Reservation of Rights. Each Party retains all right, title, and interest in and to its pre-existing Intellectual Property, and nothing in this Agreement shall be construed as granting any right, title or interest in or to such Intellectual Property ■ except as expressly set forth herein.

9.2 11 pt bold Provider Materials. All software, documentation, processes, and other materials provided by Provider under this Agreement (collectively, “Provider Materials”) are and shall remain the sole property of Provider or its licensors. Subject to timely payment of all applicable Fees, Provider grants Client a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to use the Provider Materials solely in connection with the Services.

9.3 11 pt bold Client Data. Client retains all right, title, and interest in and to Client Data. Client grants Provider a limited, non-exclusive license to Process Client Data solely as necessary to perform the Services.

9.4 Feedback. Provider may use any suggestions or feedback provided by Client without restriction or obligation, provided that Provider does not publicly disclose Client as the source of such feedback without Client’s prior written consent. (a) Provider will not incorporate any Feedback in a manner that would require Provider to license its Intellectual Property to Client or any third party. (b) Notwithstanding the foregoing, Feedback does not include any Client Confidential Information.

9.5 Third-Party Materials. If any third-party software or other materials are provided or used in connection with the Services, such materials are subject to the applicable third-party terms, which will be provided upon request.

9.6 Open Source. To the extent the Services include open-source software, such software is licensed under the applicable open-source license terms and not under this Agreement. Provider makes no additional warranties with respect to open-source components.

9.7 ■ DRAFT—Internal Use Only Provider shall, at its cost and expense, obtain and maintain any third-party licenses required to provide the Services hereunder, except to the extent expressly allocated to Client in an Order.

CONFIDENTIAL – DRAFT 2024-06-13 – Page 6 of 12

10. INDEMNIFICATION

10.1 12 pt bold By Provider. Provider shall defend, indemnify, and hold harmless Client, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any allegation that the Services infringe any U.S. patent, copyright, or trademark or misappropriate any trade secret; (b) gross negligence or willful misconduct by Provider; or (c) Provider's material breach of its obligations under Section 8. (a) Provider shall have no liability under this Section 10.1 to the extent the alleged infringement arises from (i) modifications of the Services by anyone other than Provider, (ii) combination of the Services with any products or services not provided by Provider, or (iii) Client's use of the Services in violation of this Agreement.

10.2 11 pt bold By Client. Client shall defend, indemnify, and hold harmless Provider, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Client's use of the Services in violation of applicable law; (b) Client's provision of Client Data in violation of law or third-party rights; or (c) Client's material breach of Section 8. (a) Client shall have no liability under this Section 10.2 to the extent the claim arises from Provider's breach of this Agreement.

10.3 Indemnification Procedures. The indemnified Party shall (a) promptly notify the indemnifying Party in writing of any claim (provided that failure to provide prompt notice will not relieve the indemnifying Party of its indemnification obligations except to the extent it is materially prejudiced thereby), (b) permit the indemnifying Party to control the defense and settlement of the claim, and (c) reasonably cooperate in such defense at the indemnifying Party's expense, except that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent if the settlement imposes any obligation or assumption of liability on the indemnified Party.

10.4 Exclusive Remedy. The remedies provided in this Section 10 are the sole and exclusive remedies of each Party with respect to third-party claims described herein.

11. LIMITATIONS OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, and except as expressly provided in Section 10 and Section 12.3, in no event shall either Party be liable to the other (whether in contract, tort, strict liability or otherwise) for any indirect, incidental, special, exemplary, punitive, or consequential damages (including, but not limited to, loss of revenue, loss of profits, loss of data, or loss of goodwill) arising out of or in connection with this Agreement, including any Order or SOW, or the performance or breach thereof, provided, however, that the foregoing limitation shall not apply with respect to (a) a Party's gross negligence, fraud, or willful misconduct; (b) breaches of Section 8 (Confidentiality & Data Protection); or (c) infringement or misappropriation of the other Party's Intellectual Property Rights; and notwithstanding the foregoing, except as otherwise set forth in Section 10, in no event shall the aggregate liability of either Party arising out of or relating to this Agreement exceed the total amounts paid or payable by Client to Provider under the applicable Order or SOW giving rise to the claim during the twelve (12) month period immediately preceding the event giving rise to such liability, except where such liability cannot be limited under applicable law or as otherwise provided in this Agreement, and in any event, the Parties acknowledge and agree that the limitations of liability herein shall apply even if any remedy fails of its essential purpose; Les parties reconnaissent et acceptent que les limitations de responsabilité énoncées dans la présente section constituent une base essentielle de la négociation et que, sans ces limitations, les conditions économiques du présent Accord seraient substantiellement différentes, provided further that any Service Disruption resulting from acts or omissions of Client or its Affiliates, or from force majeure events, shall not give rise to liability of Provider, except to the extent Provider has failed to use commercially reasonable efforts to mitigate the effects of such disruption, and except as provided in Section 21.4(c)(iv) and subject to the exclusions set forth in Section 11. Notwithstanding the previous sentence, either Party's liability for death or personal injury caused by its negligence or for any other liability which cannot be excluded or limited by law shall not be limited.

11.2 Notices and Procedures. Any notice required or permitted under Section 11 shall be given as provided in Section 16.1, and the Parties shall reasonably cooperate with each other in mitigating damages arising from any Service Disruption.

11.3 Conflicting Carve-Out. Notwithstanding the foregoing, in the event of a Service Disruption resulting from Provider's gross negligence, the liability cap in Section 11 shall not apply, provided, however, that this sentence does not limit any other exclusions in this Section 11.

11.4 Run-on Limitation. Except as otherwise provided in this Agreement, neither Party shall be liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, war, terrorism, labor disputes, embargoes, government orders, pandemic, or failure of suppliers, and in no event shall either Party be liable for any indirect, incidental, special, or consequential damages or for loss of profits, data, or goodwill, even if advised of the possibility thereof, and except as set forth herein, the total liability of either Party for all claims arising out of or related to this Agreement shall not exceed the aggregate amounts paid by Client under the relevant Order during the twelve (12) months preceding the claim.

12. INSURANCE

12.1 Coverage. Provider shall, at its sole cost and expense, maintain during the Term of this Agreement and for a period of twelve (12) months thereafter, (a) Commercial General Liability Insurance with minimum limits of \$5,000,000 per occurrence and in the aggregate, (b) Cyber Liability and Technology Errors & Omissions Insurance in an amount not less than \$5,000,000 per claim and in the aggregate, and (c) Workers' Compensation Insurance as required by applicable law. (a) Provider shall deliver certificates of insurance evidencing such coverage to Client upon request. (b) All insurance required under this Section 12 shall be primary and

non-contributory with respect to any insurance maintained by Client. 12.2 11 pt bold Notice of Cancellation. Provider shall use commercially reasonable efforts to provide at least thirty (30) days' prior written notice to Client in the event of cancellation or material reduction of coverage. 12.3 11 pt bold Waiver of Subrogation. To the extent permitted by law, each Party hereby waives, and shall cause its insurers to waive, all rights of subrogation against the other Party and its affiliates, directors, officers, and employees.

13.1 Term. This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with this Section 13, continue for an initial term of thirty-six (36) months (“Initial Term”), automatically renewing for successive one (1) year periods 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 upon thirty (30) days’ prior written notice for any material breach by the other Party, provided that such breach remains uncured at the expiration of such cure period; for avoidance of doubt, non-payment of undisputed Fees outstanding for more than thirty (30) days constitutes a material breach, except as provided in § 4.3. 13.3 Termination for Convenience. Client may terminate this Agreement or any Order or SOW, in whole or in part, for convenience by providing at least sixty (60) days’ prior written notice to Provider, subject to payment for all Services performed and expenses incurred up to the effective date of such termination. 13.4 Termination for Insolvency. Either Party may terminate this Agreement immediately upon written notice if the other Party (a) becomes insolvent, (b) files or has filed against it a petition in bankruptcy or for reorganization, (c) makes an assignment for the benefit of creditors, or (d) ceases to do business in the ordinary course. 13.5 Effect of Termination. Upon the effective date of any termination or expiration of this Agreement: (a) all rights and licenses granted to Provider and Client hereunder shall immediately terminate; (b) each Party shall return or destroy any Confidential Information of the other Party in its possession or control in accordance with Section 8.5; and (c) Sections 1 (Definitions), 8 (Confidentiality & Data Protection), 9 (Intellectual Property), 10 (Indemnification), 11 (Limitations of Liability), 12 (Insurance), 14 (Dispute Resolution & Governing Law), and this Section 13.5 shall survive termination or expiration of this Agreement. 13.6 Transition Assistance. For a period of thirty (30) days following any termination or expiration of this Agreement for any reason other than termination by Provider for Client’s uncured material breach, Provider shall use commercially reasonable efforts to assist Client in the orderly transition of Services to Client or a third party designated by Client, subject to mutually agreed terms and fees. 13.7 § 13.7 intentionally omitted. 14. DISPUTE RESOLUTION & GOVERNING LAW 14.1 Dispute Resolution. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement (“Dispute”), the Parties shall first use reasonable efforts to resolve the Dispute through good faith negotiations between business executives of each Party. If the Dispute is not resolved within thirty (30) days after delivery of written notice of the Dispute, either Party may refer the matter to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. If the Dispute remains unresolved after mediation, either Party may commence legal proceedings in accordance with Section 14.2. 14.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law principles. Each Party irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York. 14.3 Equitable Relief. Notwithstanding anything to the contrary in this Agreement, either Party may seek injunctive or other equitable relief at any time in any court of competent jurisdiction to prevent actual or threatened misappropriation of Intellectual Property Rights or breach of confidentiality obligations. 14.4 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. 14.5 Prevailing Party. The prevailing Party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys’ fees and costs. 14.6 Survival. This Section 14 shall survive termination or expiration of this Agreement.

CONFIDENTIAL – DRAFT 2024-06-13 – Page 10 of 12

15. NOTICES

15.1 Method of Notice. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) when sent by electronic mail (with confirmation from the recipient's system), (c) one (1) business day after being sent by a nationally recognized overnight courier (with confirmation of delivery), or (d) three (3) business days after being mailed by certified or registered mail, return receipt requested, postage prepaid, to the address specified in the applicable Order or as otherwise designated by written notice.¹

15.2 Notice Addresses. Each Party's notice address shall be as set forth in the initial Order or SOW unless updated by written notice in accordance with Section 15.1 above.

15.3 Language. All notices required or permitted under this Agreement shall be in the English language.

15.4 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission (including PDF or DocuSign) shall be as effective as delivery of a manually executed original.

15.5 Cross-Reference—For further requirements regarding notice of Service Disruption, see § 21.4(c)(iv).

16. GENERAL

16.1 Entire Agreement. This Agreement (including all Orders, SOWs, annexes, and exhibits) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, relating to such subject matter.

16.2 Amendment; Waiver. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized representatives of both Parties. No waiver of any provision of this Agreement shall be deemed or construed as a continuing waiver unless expressly provided.

16.3 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 without consent in connection with a merger, reorganization, or sale of all or substantially all of its assets, provided that the assigning Party provides written notice of such assignment and the assignee agrees in writing to be bound by the terms of this Agreement.

16.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law, and the Parties shall negotiate in good faith a valid, enforceable substitute provision that most nearly reflects the original intent of the Parties.

16.5 No Third-Party Beneficiaries. Except as expressly provided herein, nothing in this Agreement shall confer any rights or remedies on any person other than the Parties and their respective successors and permitted assigns.

16.6 Force Majeure. Neither Party shall be liable for, nor deemed to be in default of, this Agreement for any delay or failure in performance (other than payment obligations) arising out of causes beyond its reasonable control, including acts of God, flood, fire, earthquake, war, terrorism, embargo, government order, labor dispute, pandemic, or interruption of utilities or communications, provided that the affected Party promptly notifies the other Party and resumes performance as soon as reasonably practicable.

16.7 Interpretation. The headings of sections and subsections herein are for convenience only and shall not affect the interpretation of this Agreement. References to "including" shall mean "including without limitation." In the event of a conflict between the terms of this Agreement and any Order or SOW, the terms of the Order or SOW shall control with respect to the relevant Services.

16.8 Construction. No provision of this Agreement shall be construed against either Party as the drafter. The Parties acknowledge that each Party has had the opportunity to review this Agreement with legal counsel.

16.9 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a

partnership, joint venture, or agency relationship.

CONFIDENTIAL – DRAFT 2024-06-13 – Page 11 of 12 TELECOM ANNEX I. Emergency Call Disclaimer 1.1 Emergency Message Routing. Provider’s Services are not intended to support or carry emergency calls to any emergency services such as 911, E911, or similar public safety answering points. Client acknowledges ■ and agrees that it is solely responsible for providing alternative arrangements for all emergency communications. 1.2 Limitation of Liability for Emergency Calls. Without limiting any provision of Section 11, Provider expressly disclaims all liability for the routing, handling, or delivery of emergency messages (“Emergency Message” means ■ny communication initiated to request emergency services from public authorities) via the Services, and Client waives any claim against Provider arising therefrom. II. SMS/Voice Compliance 2.1 Regulatory Compliance. Client shall ensure that all use of the Services for SMS or voice traffic complies with all ■ applicable laws, regulations, and industry guidelines, including, *inter alia*, those promulgated by the Federal Communications Commission and the CTIA. 2.2 Carrier Rules. Client is responsible for compliance with all carrier rules, codes of conduct, and acceptable use policies applicable to traffic transmitted through the Services. 2.3 A2P Messaging Obligations. Client shall not use the Services for unsolicited bulk messaging, phishing, spoofing, or any use that violates carrier restrictions or anti-spam regulations. III. Service Suspension and Remediation 3.1 Provider may suspend any messaging or voice Services immediately in the event of suspected non-compliance with this Telecom Annex or receipt of a credible complaint from a carrier or regulator, provided that Provider will use reasonable efforts to notify Client of such suspension and cooperate in good faith to restore Services as soon as practicable. 3.2 Provider will use commercially reasonable efforts to provide diagnostic information to Client regarding any Service Disruption caused by carrier action or regulatory enforcement.

CONFIDENTIAL – DRAFT 2024-06-13 – Page 12 of 12 COMMERCIAL ANNEX I. Pricing
Table [TABLE] Service Type | Price per Unit | Volume Tier | Minimum Commitment
-----|-----|-----|----- SMS | \$0.004 | 1–500,000 | \$500/month
Voice Minute | \$0.008 | 1–250,000 | \$500/month MMS | \$0.012 | 1–100,000 | \$500/month
Dedicated Number | \$2.00 | n/a | \$2/number/month II. SLA Metrics [TABLE] Metric |
Commitment | Credit -----|-----|----- Uptime | ≥ 99.95% monthly |
10% MRC Message Latency | ≤ 3.0 seconds avg | 5% MRC Incident Response | ≤ 1 hour ■
critical | 5% MRC III. Escalation Matrix [TABLE] Priority | Initial Response | Escalation
Contact | Max Resolution Time -----|-----|-----|-----
Critical | 1 hour | Director, Support | 4 hours High | 2 hours | Manager, Support | 8 hours
Normal | 6 hours | Support Analyst | 24 hours 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. [Signature block for CLIENT] By:

Name: Title: Date: [Signature block for PROVIDER] By:

Name: Title: Date: CONFIDENTIAL – DRAFT 2024-06-13
– Page 12 of 12