

[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: CLIENTCORP, INC., a Delaware corporation with offices at 123 Main Street, Wilmington, DE 19801 (“Client”); and SERVICEPROVIDER LLC, a Delaware limited liability company with offices at 456 Commerce Avenue, New York, NY 10001 (“Provider”). RECITALS WHEREAS, Client desires to procure certain communications and associated technology services; and WHEREAS, Provider is willing to supply such s■rv■■■■s under the terms and conditions herein. NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

As used in this Agreement, the following terms shall have the respective meanings set forth below: (a) “Affiliate” means, with respect to a party, any entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with such party. (b) “Business Day” means any day except a Saturday, Sunday, or any day on which commercial banks are authorized or required to close in New York, NY. (c) “Confidential Information” means any information disclosed by one party to the other, in any form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. (d) “Deliverable” means any work product, item, or result to be provided to Client as expressly identified in an Order or SOW. ■ (a) “Order” means any order form, statement of work (“SOW”), or similar document executed by the parties referencing this Agreement. (b) “Personal Data” means any information relating to an identified or identifiable natural person processed by Provider in connection with the Services. (c) “Service(s)” means the services to be provided by Provider to Client as described in an applicable Order or SOW, including any Deliverables. (d) “Term” means the period described in Section 13.1. (a) “Third Party” means any entity other than Client, Provider, or their respective Affiliates. 1.2 Scope This Agreement governs the provision of Services by Provider and all Orders entered into hereunder; all Orders are governed by this Agreement, except as expressly set forth in a particular Order. 1.3 Interpretation In the event of any inconsistency between this Agreement and any Order or SOW, the terms of the Order or SOW shall prevail solely with respect to the subject matter thereof, except where this Agreement expressly states otherwise. Section headings are for reference only and do not affect the interpretation of this Agreement. 1.4 Construction The parties acknowledge that each has participated in the drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision. 2. SCOPE OF SERVICES; ORDERS 2.1 Orders Provider shall provide the Services described in each Order or SOW executed by the parties. No Services will be provided except pursuant to a duly executed Order or SOW. In ■ the event of a conflict between an Order and this Agreement, the Order shall control solely as to the subject matter therein. 2.2 Changes to Services Either party may request changes to the scope, nature, or timing of Services; any such change shall be subject to the other party’s written approval, and, upon mutual execution of a change order or amended SOW, such changes shall be binding. Provider is not required to commence work on any requested change until a written amendment is executed. 2.3 Subcontracting Provider may subcontract performance of the Services to qualified third parties, provided that Provider remains responsible for all obligations under this Agreement and any acts or omissions of its subcontractors. 2.4 Non-Exclusivity Except as expressly stated in an Order, nothing herein limits either party’s right to contract with any third party for products or services similar to the Services. 2.5 Relationship of the Parties The relationship of the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or employment relationship between the parties. 2.6 Section intentionally omitted 3. PRICING, FEES, AND TAXES 3.1 Fees Fees for Services shall be set forth in each Order or SOW. Unless otherwise specified, all fees are payable in U.S. dollars within thirty (30) days of the date of invoice. 3.2 Taxes All fees are exclusive of applicable taxes, duties, or governmental charges, which shall be the responsibility of Client (excluding taxes based on Provider’s net income or employment taxes). 3.3 Expenses Provider may invoice Client for pre-approved reasonable travel and out-of-pocket expenses incurred in connection with the Services, supported by receipts. 3.4 Disputed Charges Client shall notify Provider in writing of any disputed charges within fifteen (15) days of receipt of the relevant

invoice, identifying the specific items disputed and the basis for such dispute; undisputed amounts shall remain payable in accordance with Section 3.1. 3.5 Late Payment Any undisputed amounts not paid when due are subject to a late fee at the lower of 1.5% per month or the maximum rate permitted by law, calculated from the date due until paid.

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4. SERVICE LEVELS; CREDITS

4.1 Service Level Commitments Provider shall use commercially reasonable efforts to meet or exceed the service levels set forth in Exhibit A (the “SLAs”). In the event of a failure to meet an SLA, Client’s sole and exclusive remedy shall be the service credits described in Section 4.2 below.

4.2 Service Credits Service credits, if any, shall be calculated and applied to subsequent invoices in accordance with Exhibit A. Service credits shall not exceed twenty percent (20%) of the monthly fees for the affected Service in any month.

4.3 Exclusions Provider shall not be liable for any failure to meet an SLA where such failure is caused by: (a) Force Majeure Events; (b) acts or omissions of Client or its users; (c) scheduled maintenance with at least forty-eight (48) hours’ prior notice; or (d) suspension of Services as permitted under this Agreement.

4.4 Emergency Message For purposes of this Agreement, “Emergency Message” means any communication initiated by Client to notify recipients of an event posing an imminent threat to life, health, or safety, where the failure to deliver such communication may result in material harm.

5. SECURITY AND CONFIDENTIALITY

5.1 Security Measures Provider shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Client Data and Personal Data, in accordance with industry standards and applicable law.

5.2 Data Breach Notification In the event Provider becomes aware of any unauthorized access to or disclosure of Client Data maintained by Provider (a “Data Breach”), Provider shall promptly notify Client and provide reasonable cooperation, information, and assistance as required by applicable law.

5.3 Confidentiality Obligations Each party shall maintain the confidentiality of the other party’s Confidential Information, using at least the same degree of care as it uses to protect its own confidential information of like importance, but in no event less than a reasonable standard of care. Confidential Information may only be used for purposes of exercising rights or performing obligations under this Agreement.

5.4 Exclusions Confidential Information does not include information that: (a) is or becomes publicly available through no act or omission of the receiving party; (b) is lawfully obtained from a third party not under a duty of confidentiality; (c) is independently developed by the receiving party; or (d) is required to be disclosed by law or court order, provided that the receiving party gives prompt notice (to the extent legally permitted) and cooperates, at the disclosing party’s expense, in seeking a protective order or other remedy.

5.5 Return or Destruction Upon expiration or termination of this Agreement, each party shall, upon the written request of the other, return or destroy all Confidential Information of the other party in its possession or control, except as required to be retained by law or for recordkeeping purposes.

6. DATA PROTECTION

6.1 Compliance with Law Provider shall process Personal Data solely as necessary to perform its obligations under this Agreement and in accordance with applicable data protection laws.

6.2 Data Processing Addendum To the extent Provider processes Personal Data subject to applicable data protection laws, the parties shall execute a data processing addendum (“DPA”) in the form attached as Exhibit B, which is incorporated herein by reference.

6.3 Cross-Border Transfers Provider shall not transfer Personal Data outside the United States except as expressly permitted under the DPA or with Client’s prior written consent.

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7. INTELLECTUAL PROPERTY; LICENSES

7.1 Ownership Each party retains all right, title, and interest in and to its respective pre-existing intellectual property. Except as expressly granted herein, neither party grants any license or rights in or to its intellectual property.

7.2 Client Data Client retains all right, title, and interest in and to Client Data. Provider is granted a non-exclusive, non-transferable, limited license to use Client Data solely for the purpose of providing the Services and as otherwise permitted herein.

7.3 Deliverables Unless otherwise specified in an Order, all Deliverables (other than Provider Materials) created by Provider specifically for Client under this Agreement shall be owned by Client upon full and final payment of all amounts due with respect thereto, subject to Provider's retention of all rights in Provider Materials and any underlying technology, tools, or know-how.

7.4 Provider Materials Provider Materials means all materials, software, documentation, methodologies, tools, and data owned or developed by Provider outside the scope of this Agreement, and any derivatives thereof ("Provider Materials"). Provider grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use Provider Materials solely as embedded in or necessary to use the Deliverables.

7.5 Residuals Nothing in this Agreement shall restrict Provider's right to use ideas, concepts, know-how, or techniques retained in the unaided memory of Provider's personnel, provided such use does not result in disclosure of Client's Confidential Information or infringement of Client's intellectual property rights.

7-B. WARRANTIES & REPRESENTATIONS

7-B-i. Mutual Warranties Each party represents and warrants that: (a) it has full power and authority to enter into this Agreement; (b) this Agreement constitutes its valid and binding obligation; and (c) its performance hereunder will not violate any contractual or legal obligations.

7-B-ii. Provider Warranties Provider further represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with industry standards; ■ (b) it will comply with all applicable laws in performing the Services; (a) it has obtained and will maintain all necessary rights, licenses, and consents to perform its obligations under this Agreement; and (b) no Deliverable will, to the knowledge of Provider, infringe the intellectual property rights of any third party.

7-B-iii. Exclusions EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. COMPLIANCE; EXPORT

8.1 Compliance with Laws Each party shall comply with all applicable laws and regulations in connection with its activities under this Agreement, including without limitation, export control and anti-corruption laws.

8.2 Export Controls Client shall not export, re-export, or otherwise transfer any Services, Deliverables, or technical data provided under this Agreement except in compliance with applicable export control laws and regulations.

8.3 Anti-Bribery Each party represents that it and its Affiliates, and their respective directors, officers, employees, and agents, have not and will not directly or indirectly offer, promise, give, or authorize the giving of anything of value to any person for the purpose of improperly influencing any act or decision in connection with this Agreement.

[Sig-Block-α] _____ 8. COMPLIANCE WITH LAWS AND

REGULATIONS 8.1 Compliance Each party will, at its own expense, comply with all applicable federal, state, and local laws, rules, regulations, and orders of any governmental authority having jurisdiction over its activities under this Agreement, including, without limitation, export control, anti-bribery, and data protection laws, except to the extent that a party's failure to comply results from the other party's express written instructions or obligations, and any such instructions or obligations shall be promptly communicated in writing to avoid ambiguity regarding compliance responsibilities. 8.2 Export Controls Neither party shall export, re-export, transmit, or cause to be exported or re-exported, any Deliverables, software, or technical data provided under this Agreement, or any direct product thereof, to any destination or person prohibited by applicable export laws or regulations, or permit the use of the Services in any country or by any person designated as restricted or prohibited under such laws; provided, however, that if either party becomes aware that any use or transfer may violate such laws, it shall promptly notify the other party and cooperate to mitigate any resulting liability. 8.3 Anti-Bribery & Anti-Corruption Each party represents, warrants, and covenants that neither it nor any of its Affiliates, directors, officers, employees, agents, or representatives has offered, authorized, or provided, directly or indirectly, anything of value to any public official or private individual to procure an improper advantage in connection with this Agreement; and each party shall maintain policies and procedures designed to ensure compliance with applicable anti-bribery and anti-corruption laws. 8.4 § 8.4 intentionally omitted. 8.5 Regulatory Changes If a change in applicable law or regulation materially alters either party's ability to perform its obligations under this Agreement, the parties shall use reasonable efforts to negotiate in good faith such amendments as may be necessary to comply; if no agreement is reached within thirty (30) days, either party may terminate this Agreement upon written notice, without further liability except for accrued payment obligations. 9. CONFIDENTIALITY AND DATA PROTECTION 9.1 Confidentiality Obligations Each party (the "Receiving Party") shall hold in strict confidence and not disclose to any third party any Confidential Information of the other party (the "Disclosing Party"), except as expressly authorized by this Agreement or with the Disclosing Party's prior written consent. The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own similar information, but in no event less than reasonable care. 9.2 Permitted Disclosures The Receiving Party may disclose Confidential Information to its Affiliates, employees, contractors, or professional advisors who have a bona fide need to know such information for purposes of performing or exercising rights under this Agreement, provided that such recipients are bound by confidentiality obligations at least as protective as those herein; provided, further, that the Receiving Party remains responsible for any breach by its recipients. 9.3 Exceptions The obligations of § 9.1 shall not apply to information that: (a) was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party; (b) becomes publicly available through no breach of this Agreement; (c) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; or (d) is required to be disclosed pursuant to law, regulation, or court order, provided the Receiving Party gives prompt notice (to the extent legally permitted) and cooperates, at the Disclosing Party's expense, in seeking protective measures. 9.4 Return or Destruction Upon the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all Confidential Information of the Disclosing Party (including all copies thereof), except where retention is required by law or bona fide internal compliance policy, in which case the Receiving Party shall continue to protect such retained information as

required herein. 9.5 Data Security Provider shall maintain, throughout the Term, commercially reasonable administrative, technical, and physical safeguards for the protection of Client Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, which shall include, at a minimum, (a) encryption in transit and at rest, (b) access controls, and (c) regular penetration testing. 9.6 Data Breach Notification In the event of any actual or suspected unauthorized access to or disclosure of Client Data in Provider's possession or control (a "Data Breach"), Provider shall notify Client without undue delay upon becoming aware, provide such information as Client may reasonably request regarding the nature and scope of the Data Breach, and cooperate with Client in any investigation, notification, or remediation efforts required by applicable law. CONFIDENTIAL – DRAFT 2024-06-19 – Page 5 of 12

9.7 Data Processing To the extent Provider processes Personal Data on behalf of Client, the parties shall execute a data processing addendum in the form attached as Exhibit B (the “DPA”), which is incorporated by reference herein *mutatis mutandis*. Provider shall process Personal Data only in accordance with Client’s documented instructions and the requirements of the DPA.

9.8 Cross-Border Transfers Provider shall not transfer Personal Data outside of the United States or the jurisdiction agreed in the DPA, except as expressly permitted by the DPA or with Client’s prior written consent. Provider shall implement appropriate safeguards to ensure the lawful transfer and protection of Personal Data.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership Except as expressly set forth in this Agreement, each party retains all right, title, and interest in and to its respective pre-existing intellectual property and Confidential Information. No rights are granted by either party to the other except as expressly stated herein.

10.2 Client Data As between the parties, Client retains all right, title, and interest in and to Client Data. Provider shall not access, use, or disclose Client Data except as necessary to provide the Services, as permitted under this Agreement, or as required by law.

10.3 Deliverables Subject to § 10.4, upon full and final payment, Client shall own all Deliverables (excluding Provider Materials) created specifically for Client under this Agreement. Provider hereby assigns to Client all right, title, and interest therein, except that Provider retains **own** of any of its pre-existing materials, know-how, tools, or **methodologies** (“Provider Materials”) incorporated into the Deliverables.

10.4 Provider Materials License Provider grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use, copy, modify, and prepare derivative works of Provider Materials solely as embedded in or necessary to use the Deliverables, provided that such license does not include the right to separately exploit Provider Materials.

10.5 Residuals Notwithstanding anything to the contrary, Provider shall be free to use for any purpose the general knowledge, skills, and experience acquired in the course of performing this Agreement, provided that no Client Confidential Information is disclosed or used in violation of this Agreement.

10.6 Third-Party Materials If any Deliverable includes any third-party materials, Provider shall identify such materials in the applicable Order and shall secure for Client at Provider’s expense all rights necessary for Client’s use thereof consistent with the intended use of the Deliverable.

11. INDEMNIFICATION

11.1 By Provider Provider shall defend, indemnify, and hold harmless Client and its Affiliates, and their respective directors, officers, employees, and agents from and against **all** claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees) arising from any third-party claim that the Services or Deliverables infringe, misappropriate, or otherwise violate any intellectual property rights of a third party, except to the extent such claim arises from (a) Client’s modification of the Deliverable not authorized by Provider, (b) use of the Deliverable in combination with items not provided or specified by Provider, or (c) Client Data or materials supplied by Client.

11.2 By Client Client **shall** defend, indemnify, and hold harmless Provider and its Affiliates, and their respective directors, officers, employees, and agents from and against all claims, damages, liabilities, losses, costs, and expenses arising from (a) Client’s breach of applicable law in connection with its use of the Services, or (b) Client Data or materials supplied by Client infringing or misappropriating the intellectual property rights of a third party.

11.3 Indemnification Procedure The

indemnified party shall provide prompt written notice of any claim for which indemnification is sought, permit the indemnifying party to control the defense and settlement of such claim (provided that the indemnifying party may not settle any claim without the indemnified party's prior written consent if such settlement imposes any liability or obligation on the indemnified party), and reasonably cooperate (at the indemnifying party's expense) in the defense or settlement of the claim. CONFIDENTIAL – DRAFT 2024-06-19 – Page 6 of 12

12. LIMITATION OF LIABILITY

12.1 Limitation of Damages EXCEPT FOR LIABILITY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF § 9 (CONFIDENTIALITY AND DATA PROTECTION) OR § 11 (INDEMNIFICATION), OR CLIENT'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Aggregate Cap EXCEPT FOR LIABILITY EXCLUDED UNDER § 12.1 AND SUBJECT TO THE PROVISIONS OF § 12.3, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF (A) USD \$5,000,000 OR (B) THE AMOUNTS PAID OR PAYABLE BY CLIENT TO PROVIDER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 Carve-Outs and Conflicts

Notwithstanding § 12.1, nothing in this Agreement shall limit either party's liability for (a) death or bodily injury caused by its negligence, (b) its fraud or fraudulent misrepresentation, or (c) breach of its obligations under § 9 or § 11, but in no event shall any limitation herein be construed to expand a party's liability beyond that permitted by applicable law,¹ and any liability for Service Disruption shall be subject to applicable SLA credits, except as otherwise expressly provided herein.

12.4 Service Disruption If Provider fails to meet the Service Levels set forth in the applicable Commercial Annex, Client's exclusive remedy shall be the receipt of service credits as specified therein; provided, however, that such credits shall not exceed 10% of the monthly Fees for the affected Services, and in no event shall Provider be liable for any Service Disruption resulting from acts or omissions of Client, force majeure, or scheduled maintenance, except as otherwise expressly provided.

12.5 No Double Recovery No party shall be entitled to recover damages or losses more than once with respect to the same event, circumstance, or injury under any theory of liability. ¹ Notwithstanding the foregoing, see obsolete § 6.2(g) regarding insurance requirements.

13. INSURANCE

13.1 Required Coverage

Each party shall, at its own expense, maintain during the Term and for a period of two (2) years thereafter, insurance coverage with financially sound and reputable insurers as follows: (a) commercial general liability insurance with a limit of not less than USD \$2,000,000 per occurrence and \$4,000,000 in the aggregate; (b) professional liability (errors & omissions) insurance, including cyber liability, with a limit of not less than USD \$5,000,000 per claim; and (c) workers' compensation insurance as required by applicable law.

13.2 Evidence of Insurance Upon written request, each party shall provide certificates of insurance evidencing the coverage required under this Section. No such insurance shall be deemed to limit a party's liability hereunder.

13.3 Notice of Cancellation or Material Change Each party shall provide the other with at

least thirty (30) days' prior written notice of any cancellation or material reduction in the coverage required herein. CONFIDENTIAL – DRAFT 2024-06-19 – Page 7 of 12

14. TERM AND TERMINATION Notwithstanding any provision to the contrary herein, the Term of this Agreement shall commence on the Effective Date and continue for three (3) years, unless earlier terminated as provided herein, and shall automatically renew for successive one (1) year periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the then-current expiration date, provided, however, that either party may terminate this Agreement for cause upon thirty (30) days' prior written notice to the other party in the event of a material breach that remains uncured at the expiration of such period, except where such breach is incapable of cure, in which case termination shall be effective immediately upon notice, and provided further that if termination is due to a breach by Provider relating to data security, Client may, at its sole election, accelerate the effective date of termination to no less than ten (10) days after written notice, notwithstanding the foregoing, either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, is the subject of any bankruptcy, receivership, or liquidation proceeding, makes an assignment for the benefit of creditors, or ceases to do business in the ordinary course, and in the event of any such termination, all outstanding payment obligations shall become immediately due and payable, and each party shall, upon request, return or destroy the other party's Confidential Information in accordance with § 9.4, except as otherwise provided for herein, sous réserve des droits acquis de chaque partie, and for the avoidance of doubt, the provisions of § 1, § 6, § 9, § 10, § 11, § 12, § 13, § 15, and § 21.4(c)(iv) shall survive any termination or expiration of this Agreement.

15. GOVERNING LAW; DISPUTE RESOLUTION

15.1 Governing Law This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of law principles.

15.2 Jurisdiction The parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in New Castle County, Delaware, and each party hereby irrevocably submits to the personal jurisdiction and venue of such courts.

15.3 Dispute Resolution Process Prior to initiating any formal legal action, the parties shall use commercially reasonable efforts to resolve any dispute arising under or relating to this Agreement through good faith negotiations between senior executives; if the parties are unable to resolve the dispute within thirty (30) days of written notice of the dispute, either party may initiate legal proceedings, except that either party may seek injunctive or equitable relief at any time to prevent actual or threatened harm or infringement of that party's intellectual property, Confidential Information, or other proprietary rights.

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15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 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.

15.2 Jurisdiction; Venue. The parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in New Castle County, Delaware, and each party irrevocably submits to the personal jurisdiction and venue of such courts.

15.3 Dispute Resolution. Prior to initiating any formal legal action ~~■th■~~r than seeking interim equitable relief, the parties shall use commercially reasonable efforts to resolve any dispute arising under or relating to this Agreement through good faith negotiations between designated senior executives; if the parties are unable to resolve the dispute within thirty (30) days after receipt of written notice of such dispute, then either party may initiate proceedings as permitted in § 15.2; provided, however, nothing herein shall limit either party's right to seek injunctive or equitable relief at any time to prevent actual or threatened harm or infringement of that party's Intellectual Property, Confidential Information, or other proprietary rights, and for the avoidance of doubt, see § 21.4(c)(iv).

15.4 Arbitration—Intentionally Omitted. **CONFIDENTIAL**

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16. TELECOMMUNICATIONS ANNEX 16.1 Emergency Calls Disclaimer. CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS TO ANY EMERGENCY SERVICES (E.G., 911, E911); PROVIDER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ABILITY OF THE SERVICES TO CONNECT OR COMPLETE SUCH CALLS. 16.2 Regulatory Compliance. Provider shall, at its own expense, maintain all licenses, permits, and authorizations required under applicable telecommunications laws and regulations to perform the Services, and Client shall not use the Services in a manner that violates applicable law or causes Provider to be noncompliant with such laws or regulations. 16.3 A2P Messaging; Carrier Policies. Client shall comply with all applicable industry guidelines, CTIA rules, and carrier requirements relating to Application-to-Person (A2P) messaging, including, without limitation, consent, opt-out, and content restrictions, and shall indemnify Provider for any fines or penalties imposed by carriers or regulators as a result of Client's noncompliance. 16.4 Emergency Message Definition. For purposes of this Annex, "Emergency Message" means any SMS, voice, or data transmission intended to provide notification of or response to a situation posing imminent threat to life, health, or property, including, but not limited to, public safety alerts, severe weather warnings, or similar notifications. 16.5 Message Blocking; Filtering. Provider reserves the right to block or filter any messages that, in its sole discretion, violate applicable law, carrier policies, or this Agreement, and shall not be liable for any damages arising from such blocking or filtering, except as required by law. CONFIDENTIAL – DRAFT 2024-06-19 ■ – Page 11 of 12

17. COMMERCIAL ANNEX 17.1 Price Tiers. [TABLE_HARD_1] 17.2 SLA Metrics. [TABLE_HARD_2] 17.3 Escalation Matrix. [TABLE_HARD_3] 17.4 Miscellaneous. DRAFT—Internal Use Only Provider may, from time to time, modify the Commercial Annex to reflect changes in applicable taxes or regulatory fees upon thirty (30) days' prior written notice to Client; provided, however, that no such modification shall increase the Fees for Services except to the extent required by changes in law or regulation. This provision incorporates by reference the terms of § 4.2 and § 5.1, ■nd, for purposes of this Section, "Fees" shall include all charges payable by Client, whether fixed or variable, in connection with the Services. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. CLIENT: By: _____ Name: _____ Title: PROVIDER: By: _____ Name: _____ Title: CONFIDENTIAL – DRAFT 2024-06-19 – Page 12 of 12

