

MASTER SERVICES AGREEMENT This Master Services Agreement (the "Agreement") is entered into as of April 17, 2024 ("Effective Date"), by and between: (1) MegaCorp, Inc., a Delaware corporation with offices at 1000 Main Street, Wilmington, DE 19803 ("Customer"), and (2) CloudVoice Networks LLC, a Delaware limited liability company with offices at 500 Market Street, San Francisco, CA 94105 ("Provider"). WHEREAS, Customer desires to procure certain communications platform services from Provider, and Provider desires to provide such services, all as further described below.



1. Definitions. For the purposes of this Agreement, the following terms shall have the stated meanings; capitalized terms used but not defined herein shall have the meanings ascribed in any Order or annex: 1.1 "Affiliate" means any entity directly or indirectly controlling, controlled by, or under common control with a party, where "control" means the ownership of more than 50% of the voting securities or other ownership interest. 1.2 "Applicable Law" means all international, federal, state, local, and foreign laws, statutes, regulations, ordinances, codes, and rules, applicable to the provision or use of the Services. 1.3 "Confidential Information" means non-public information disclosed by either party to the other or otherwise obtained by virtue of this Agreement, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information, including without limitation business, technical, pricing, or security information. 1.4 "Order" means any mutually executed ordering document, work order, or statement of work (SOW) referencing this Agreement for the purchase of Services. 1.5 "Services" means Provider's communications platform-as-a-service (CPaaS) offerings described in any Order, including all related support, APIs, documentation, and materials, but excluding Third-Party Content and Customer Data. 1.6 "Third-Party Content" means any data, software, service, or component provided by a party other than Provider or its Affiliates, regardless of whether such content is required for interoperability with the Services. 1.7 "Customer Data" means any data, content, or information submitted to the Services by or on behalf of Customer or its Affiliates. 2. Scope of Agreement. This Agreement establishes the terms and conditions under which Customer may procure, and Provider shall supply, Services. 2.1 Provider shall perform the Services as specified in each applicable Order and in accordance with the requirements in this Agreement, subject to the limitations set forth herein or in any annex; no right, title, or interest in any Provider intellectual property is granted except as expressly provided herein. 2.2 Customer may permit its Affiliates to order Services under this Agreement via Orders executed by such Affiliates and Provider; in such event, all references to "Customer" in such Order shall be deemed references to the relevant Affiliate, and such Affiliate shall be solely responsible for its performance, provided that Customer shall remain liable for any payment and non-monetary obligations if the Affiliate fails to fulfill them. 2.3 Except as otherwise set forth in an applicable Order, Provider's obligations hereunder are non-exclusive, and nothing herein prohibits Provider from providing services to third parties, including Customer's competitors, subject always to confidentiality and data security obligations. 2.4 In the event of a conflict between the terms of this Agreement and any Order, the terms of the Order shall prevail solely with respect to the subject matter of that Order, except that any limitation of liability, indemnity, or intellectual property provision in this Agreement shall control unless the Order specifically references the section to be overridden. 3. Orders and Statements of Work. 3.1 To order Services, Customer shall execute an Order specifying the type, scope, duration, and fees for such Services. Each Order shall reference this Agreement, incorporate by reference any applicable annexes, and become effective only upon signature by authorized representatives of both parties. 3.2 Orders may include Statements of Work ("SOWs") for professional or implementation services, which must specify deliverables, milestones, acceptance criteria, timeline, and project-specific terms as applicable; in the event of ambiguity between an SOW and the body of this Agreement, the SOW shall control solely with respect to the professional services described therein, except to the extent such SOW purports to modify any provision of § 10 (Insurance), § 11 (Term and Termination), or § 12 (Governing Law), which provisions may not be amended except by a signed amendment to this Agreement. 3.3 Customer's issuance of a purchase order or other procurement document, even if referenced in an Order, shall be for administrative convenience only, and any additional or conflicting terms in such documentation are expressly rejected and shall have no effect, no matter any statement to the contrary in such document or any act of Provider in proceeding with performance. 3.4 Each party shall ensure that its personnel assigned to perform under an SOW possess the requisite qualifications, background, and authorizations, and each party shall remain responsible for the acts and omissions of its personnel and subcontractors as if such acts or omissions were those of such party itself. 4. Fees and Taxes. 4.1 Customer shall pay all fees as set forth in each applicable Order or annex, without offset or deduction, in U.S. dollars unless otherwise specified. All fees are non-cancellable and non-refundable except as expressly set forth herein or in the applicable Order. 4.2 Unless otherwise specified in the applicable Order, Provider shall invoice Customer monthly in arrears; undisputed amounts shall be due and payable within thirty (30) days of the date of invoice. Past due amounts shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by Applicable Law, whichever is less, from the date due until paid, without prejudice to any other Provider right or remedy. 4.3 Fees are exclusive of all taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, withholding, and excise taxes (collectively, "Taxes"). Customer shall be responsible for all Taxes associated with its purchase of Services, excluding taxes based solely on Provider's net income, property, or employees; if Provider is required to collect and remit Taxes on Customer's behalf, Provider shall invoice such amounts and Customer shall pay such amounts in accordance with this Section. 4.4 If Customer is required by Applicable Law to withhold any Taxes from payments to Provider, Customer shall furnish to Provider the original or a certified copy of a receipt evidencing payment thereof, and the parties shall cooperate in good faith to minimize any such withholding taxes, applying treaty relief or other exemption if available. 5. Service Levels and Credits. 5.1 Provider shall use commercially reasonable efforts to provide the Services in accordance with the service levels set forth in Annex 2 (Commercial Annex), subject to the exceptions and limitations specified therein and in § 14 (Force Majeure), and to maintain the availability and performance of the Services in a manner consistent with generally accepted industry standards excluding scheduled maintenance, emergency maintenance, and downtime caused by Customer, its Affiliates, or third parties not under Provider's control. 5.2 In the event of a failure to meet the applicable service level for a Service in a given measurement period, Customer's sole and exclusive remedy, and Provider's entire liability, shall be the service credits specified in Annex 2, provided Customer requests such credit in writing within thirty (30) days of the end of the period in which the failure occurred and the credit is not subject to setoff against other fees. 5.3 Service credits shall not entitle Customer to any refund or payment in cash except where required by Applicable Law, shall not accumulate or carry over beyond the term of the relevant Order, and shall in no event exceed, in aggregate for any calendar quarter, 20% of the fees paid by Customer for the affected Service during such quarter. 5.4 Notwithstanding the foregoing, Customer acknowledges that Provider's obligations with respect to the telecommunications networks, carriers, and third-party platforms utilized to deliver the Services are subject to the availability and performance of such third parties, and any failure or delay by such third parties shall be deemed a force majeure event under § 14, except as otherwise expressly provided in Annex 1 (Telecom Annex).



6. Security and CPNI. Provider shall maintain administrative, technical, and physical safeguards reasonably designed to protect the security, confidentiality, and integrity of Customer Data, including Customer Proprietary Network Information ("CPNI") as defined under 47 U.S.C. § 222 and implementing FCC rules. 6.1 Provider shall implement and maintain a written information security program consistent with the requirements of ISO 27001 or SOC 2 Type II standards, including access controls, encryption of Customer Data in transit and at rest, vulnerability management, incident response, and regular employee security training. 6.2 In the event of a confirmed security incident resulting in unauthorized access to or acquisition of unencrypted Customer Data or CPNI ("Security Incident"), Provider shall notify Customer without undue delay (and in any event within seventy-two (72) hours of discovery), set forth the known facts, steps taken to mitigate harm, and cooperate reasonably with Customer's investigation and remediation efforts. Notifications may be delayed where law or court orders request confidentiality, and nothing herein shall require disclosure of Provider's own confidential information or security protocols unless required by law. 6.3 Provider shall restrict access to Customer Data and CPNI solely to those of its employees, agents, and subcontractors with a need to know and who are bound by written confidentiality and security obligations at least as restrictive as those set forth herein, and Provider shall remain liable for any breach of this Section by its personnel or subcontractors. 6.4 At Customer's written request, but not more than once annually (or more frequently if required by Applicable Law or following a Security Incident), Provider shall provide a copy of its then-current third-party security assessment or certification (e.g., SOC 2 Type II report or ISO 27001 certificate), subject to reasonable confidentiality restrictions, and shall reasonably cooperate with Customer's security due diligence inquiries, provided such cooperation does not unreasonably disrupt Provider's operations or expose Provider's proprietary information. 7. Compliance with Law; Export. 7.1 Each party shall comply with all Applicable Law in connection with its performance or use of the Services, including, without limitation, all anti-corruption, anti-bribery, export control, and economic sanctions laws. 7.2 Provider shall not be required to perform, and Customer shall not request performance of, any activity under this Agreement that would cause Provider or its Affiliates to violate any Applicable Law, including any law of the United States or of any jurisdiction in which Provider or its Affiliates operate, and Provider's performance shall be excused to the extent required to avoid such violation, but Provider shall use reasonable efforts to notify Customer promptly of any anticipated non-performance. 7.3 Customer shall not, directly or indirectly, export, re-export, divert, or transfer any Service, technology, or technical data provided under this Agreement to any country, person, or entity prohibited by U.S. export control laws or regulations, nor use the Services for any purpose prohibited by such laws, including but not limited to nuclear, chemical, or biological weapons proliferation or military end use in embargoed countries. 7.4 If Customer is a U.S. government entity or is otherwise subject to U.S. procurement regulations, Customer acknowledges that the Services are "commercial items" as defined in FAR 2.101 and, to the maximum extent permitted by law, the terms of this Agreement shall govern Customer's use of the Services, notwithstanding any conflicting federal acquisition regulation or other government procurement provision. 8. Indemnification. 8.1 Provider shall defend, indemnify, and hold harmless Customer and its Affiliates, and their respective officers, directors, employees, and agents, from and against any and all third-party claims, demands, suits, or proceedings, and all associated liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees), arising out of or related to: (a) any alleged or actual infringement or misappropriation of a third party's intellectual property rights by the Services provided by Provider under this Agreement (excluding Customer Data, Third-Party Content, or modifications made by Customer); or (b) Provider's gross negligence or willful misconduct in the performance of its obligations hereunder. 8.2 Customer shall defend, indemnify, and hold harmless Provider and its Affiliates, and their respective officers, directors, employees, and agents, from and against any and all third-party claims, demands, suits, or proceedings, and all associated liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees), arising out of or related to: (a) Customer's or its Affiliates' use of the Services in violation of Applicable Law or this Agreement; (b) any alleged or actual infringement or misappropriation of a third party's intellectual property rights by Customer Data or any content, data, or technology provided or directed by Customer. 8.3 The indemnified party shall promptly notify the indemnifying party in writing of any claim subject to indemnification hereunder, provide reasonable cooperation at the indemnifying party's expense, and grant sole control of the defense and settlement (provided that no settlement admitting liability or imposing obligations on the indemnified party may be entered into without the indemnified party's prior written consent, not to be unreasonably withheld). Failure to provide prompt notice shall not relieve the indemnifying party of its obligations except to the extent prejudiced thereby. [Sig-Block-α]

8.4 The remedies in this Section are exclusive of damages for breach or statutory duties, except as may be otherwise required by Applicable Law, and are subject to the limitations and exclusions set forth in § 9 (Limitation of Liability), but not to any limitation or exclusion for liability arising from gross negligence or willful misconduct, which shall apply *mutatis mutandis*.









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Limitation of Liability 9.1 Except as otherwise provided in this Agreement, including but not limited to each party's indemnity obligations under § 8, Provider's aggregate liability for any and all claims, losses, damages, costs, or causes of action arising under or relating to this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, shall in no event exceed the greater of (a) the total amounts paid or payable by Customer under Orders issued in the twelve (12) months immediately preceding the event giving rise to such liability, or (b) five million dollars (\$5,000,000); provided, however, that for liability arising from Provider's breach of its data security obligations pursuant to § 6, such liability shall not exceed ten million dollars (\$10,000,000) in the aggregate, regardless of the number or nature of claims. 9.2 In no event shall either party be liable to the other or any third party for any incidental, consequential, indirect, special, exemplary, punitive, or similar damages (including lost profits, loss of business or revenue, or loss or corruption of data), whether foreseeable or unforeseeable, and regardless of the theory of liability asserted, except to the extent arising from gross negligence, willful misconduct, or liability that may not, as a matter of law, be excluded, even if such party has been advised of the possibility of such damages or such damages were otherwise foreseeable. 9.3 Each party acknowledges that the limitations and exclusions set forth in this § 9 are a material inducement to the other party's entry into this Agreement and that the pricing and other terms herein reflect such allocation of risk. 9.4 The foregoing limitations shall apply even if any remedy fails of its essential purpose, except that nothing herein limits a party's liability for death, personal injury, or fraudulent misrepresentation to the extent such liability cannot be excluded by Applicable Law, and the parties agree that the provisions of this Section shall survive any expiration or termination of this Agreement. 10. Insurance 10.1 During the term of this Agreement and for a period of two (2) years thereafter, Provider shall maintain, at its own expense and with financially sound insurers, (a) commercial general liability insurance with limits not less than \$5,000,000 per occurrence and annual aggregate, (b) cyber liability and technology errors and omissions coverage with limits of not less than \$5,000,000 per claim and annual aggregate, and (c) workers' compensation and employer's liability in accordance with legal requirements in each jurisdiction in which Services are provided. 10.2 Upon Customer's reasonable written request, but not more than once per policy year, Provider shall deliver to Customer certificates of insurance evidencing the required coverage and naming Customer as an additional insured with respect to general liability and cyber coverage, and Provider shall provide at least thirty (30) days' advance written notice of any cancellation, non-renewal, or material change to required policies. 10.3 Insurance maintained by Provider pursuant to this Section shall be primary and non-contributory with respect to any insurance maintained by Customer, whether collectable or not, and the maintenance of insurance shall not limit Provider's liability hereunder. 11. Term and Termination 11.1 This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years, unless earlier terminated as provided herein; thereafter, it 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 expiration of the then-current term. 11.2 Either party may terminate this Agreement or any Order upon thirty (30) days' prior written notice if the other party is in material breach of any obligation under this Agreement and such breach is not cured within such thirty (30) day period, except that termination for non-payment shall require only ten (10) days' written notice and opportunity to cure. 11.3 Notwithstanding the foregoing, Customer may terminate this Agreement or any Order immediately upon written notice if Provider becomes insolvent, files for bankruptcy, ceases business operations, or undergoes a change of control resulting in ownership by a direct competitor of Customer. 11.4 Upon expiration or termination of this Agreement for any reason, unless otherwise agreed, Provider shall promptly cease all performance, deliver to Customer any work in progress (at Customer's election), and, upon written request, return or destroy all Customer Data, except as required by law or as otherwise set forth in § 21.4(c)(iv). 12. Governing Law; Dispute Resolution 12.1 This Agreement and any dispute arising hereunder or in connection herewith shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws principles, and each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New York County, New York, for any action or proceeding arising out of or relating to this Agreement, except that Provider may seek injunctive or equitable relief in any court of competent jurisdiction. 12.2 The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. 12.3 Prior to commencing any legal proceeding (other than for injunctive relief), the parties shall attempt in good faith to resolve any dispute, controversy, or claim through executive-level negotiations for a period of at least forty-five (45) days from written notice of such dispute. 12.4 No action, regardless of form, arising out of or relating to this Agreement may be brought more than two (2) years after the cause of action has accrued, unless a longer period is required by Applicable Law. 13. Survival; Miscellaneous 13.1 Any provision of this Agreement which, by its nature, should survive expiration or termination (including but not limited to § 4 (Fees & Taxes), § 6 (Security & CPNI), § 8 (Indemnity), § 9 (Limitation of Liability), and § 12 (Governing Law)), shall survive any expiration or termination for so long as necessary to give full effect to its terms. 13.2 No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach, and no waiver shall be valid unless in writing signed by an authorized representative of the waiving party. 13.3 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate in good faith to replace such provision with a valid and enforceable provision that most closely reflects the parties' original intent. 13.4 This Agreement, including all Orders, annexes, and exhibits hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, or communications, whether written or oral, relating to such subject matter. 13.5 Except as expressly set forth herein, any amendment or modification to this Agreement must be in a writing signed by authorized representatives of both parties. 13.6 The parties are independent contractors, and nothing herein shall be construed as creating any partnership, joint venture, employment, agency, or fiduciary relationship. 13.7 The headings used herein are for convenience only and shall not affect interpretation of the Agreement.

14. Force Majeure 14.1 Neither party shall be liable for any failure or delay in performance (except for payment obligations) to the extent caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, ■■■■■■ unrest, acts of government, embargoes, strikes, epidemics or pandemics, failures of third-party networks or utilities, or denial-of-service attacks (each, a "Force Majeure Event"), provided that the affected party provides prompt written notice to the other party and uses commercially reasonable efforts to mitigate the impact of such event. 14.2 If a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate the affected Order(s) upon written notice without further liability except for ■■■■ accrued but unpaid fees and any obligations that expressly survive under § 13. 15. Notices 15.1 All notices, consents, and other communications under this Agreement shall be in writing and deemed given when delivered by hand, sent by nationally recognized overnight courier, or sent via email with delivery confirmation to the addresses set forth below (or as otherwise designated by notice). 15.2 Notices to Customer shall be sent to the address specified on the Cover Page, Attn: Legal Department, with a copy to legal@customer.com; notices to Provider shall be sent to the address specified on the Cover Page, Attn: Legal, with a copy to legal@provider.com. 15.3 Notices by email shall be deemed given only upon confirmation of receipt, excluding automated replies. 15.4 Either party may change its notice address by providing notice in accordance with this Section. 16. § 16.1 intentionally omitted 17. Telecom Annex The provisions of the Telecom Annex attached hereto are incorporated by reference and govern the use of SMS, voice, and related carrier communication services, including, without limitation, A2P obligations, message content restrictions, emergency calling disclaimers, and compliance with applicable telecommunications law and carrier requirements. The Telecom Annex may be updated by Provider from time to time upon notice to Customer, ■■■■■■ any such update does not materially degrade Customer's rights or increase obligations hereunder without Customer's express written consent. For clarity, the Telecom Annex is subject to the limitation of liability set forth in § 9. 18. Commercial Annex The Commercial Annex attached hereto sets forth the pricing terms, SLA metrics, and escalation matrix applicable to the Services. In the event of any conflict between the Commercial Annex and the body of this Agreement, the body of this Agreement shall govern unless the Commercial Annex expressly states otherwise with reference to the specific provision to be superseded. The Commercial Annex may be updated by mutual written agreement of the parties from time to time.



TELECOM ANNEX 1. Scope; Carrier Compliance 1.1 This Telecom Annex applies to Provider's delivery of SMS, MMS, voice, and related CPaaS services (collectively, "Telecom Services") and is incorporated by reference into the Master Services Agreement ("Agreement"). 1.2 Customer acknowledges that Telecom Services are subject to the technical standards, content policies, and operational rules of applicable telecommunications carriers and network operators, as well as U.S. and foreign governmental authorities, and Customer agrees to comply with all such requirements. 1.3 Provider may suspend or terminate Telecom Services as necessary to comply with applicable carrier, regulatory, or law enforcement requests, or to protect the integrity or security of the network, provided Provider uses commercially reasonable efforts to give advance notice where practicable. 2. Emergency Calling Disclaimer 2.1 Customer acknowledges that Telecom Services are not intended to support or carry emergency calls (e.g., 911, E911, or similar emergency access numbers), and Customer shall not use or permit use of the Telecom Services for any emergency or life-safety purpose. 2.2 Provider disclaims all liability for ■ any inability to access emergency services using Telecom Services, and Customer shall defend, indemnify, and hold Provider harmless from any claims arising therefrom. 3. A2P and Messaging Content 3.1 Customer shall ensure that all application-to-person ("A2P") messaging complies with applicable law, carrier policies, and industry guidelines (including, but not limited to, the CTIA Messaging Principles and Best Practices), and shall not use Telecom Services for the transmission of unsolicited messages, spam, or prohibited content. 3.2 Provider may, without liability, block or filter any message or traffic that, in Provider's reasonable judgment, violates applicable law, carrier policies, or this Telecom Annex. 3.3 Customer shall provide all required consents and opt-in/opt-out mechanisms and maintain adequate records of such consents in accordance with industry standards. 4. Data Security; CPNI 4.1 Provider shall implement security measures for Telecom Services consistent with § 6 of the Agreement. 4.2 Customer acknowledges that certain Telecom Services may require the use or transmission of Customer Proprietary Network Information (CPNI) as defined under 47 U.S.C. § 222 and applicable ■ FCC rules, and Customer consents to such use or transmission as necessary to provide the Services. 5. Cooperation; Audit 5.1 Customer shall cooperate with Provider in responding to carrier, regulatory, or law enforcement requests related to Telecom Services, including by providing information or records as reasonably requested. 5.2 Provider may, upon reasonable notice and during normal business hours, audit Customer's use of Telecom Services solely for the purpose of verifying compliance with this Telecom Annex and applicable law, provided such audit does not unreasonably disrupt Customer's operations or expose Customer's proprietary or confidential information.

