

[Sig-Block-α] \_\_\_\_\_ MASTER SERVICES AGREEMENT This Master Services Agreement (“Agreement”) is made ■s of June 28, 2024 (“Effective Date”) by and between: (1) Acme Technologies, Inc., a Delaware corporation with offices at 100 Innovation Way, Wilmington, DE 19801 (“Provider”); and (2) ClientCo LLC, a New York limited liability company with offices at 500 Commerce Ave, New York, NY 10010 (“Client”). RECITALS WHEREAS, Provider is in the business of delivering technology-enabled communications and related services; and WHEREAS, Client desires to obtain, and Provider is willing to provide, such services on the terms and conditions set forth herein.

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**1. DEFINITIONS**

1.1 For purposes of this Agreement, the following terms shall have the meanings set forth below, and other capitalized terms used herein without definition shall have the meanings assigned in the applicable Order or SOW: (a) “Affiliate” means, with respect to a party, any entity, directly or indirectly, controlling, controlled by, or under common control with such party. (b) “Business Day” means any day other than a Saturday, Sunday, or federal holiday in the United States. (c) “Confidential Information” means any non-public or proprietary information, in any form, disclosed by either party to the other, whether before or after the Effective Date. (d) “Order” means a purchase order, statement of work (“SOW”), or other ordering document executed by the parties referencing this Agreement. (e) “Services” means the products or services provided by Provider as described in this Agreement or any Order. (f) “Service Disruption” shall mean any period during which the Services are unavailable to Client due to Provider’s failure. (g) “Third Party” means any person or entity other than the parties and their Affiliates.

1.2 Additional terms may be defined in the body of this Agreement or in any Order.

**2. SCOPE OF AGREEMENT**

2.1 This Agreement establishes the general terms and conditions under which Provider will provide, and Client will receive, the Services as described in one or more Orders or SOWs referencing this Agreement. (a) Each Order shall set forth the specific Services, deliverables, fees, and other terms applicable to such engagement. (b) In the event of any conflict between this Agreement and any Order, the terms of the Order shall prevail solely with respect to the subject matter thereof, except where this Agreement expressly states otherwise.

2.2 Nothing in this Agreement obligates Client to purchase any minimum volume of Services, nor does it restrict either party from entering into similar agreements with Third Parties, provided that such activities do not violate § 8.1 or § 11.2.

2.3 Orders and SOWs may be entered into from time to time during the Term, and shall be effective upon execution by authorized representatives of both parties.

2.4 § 2.4 intentionally omitted.

2.5 The parties acknowledge and agree that the Services are provided for business use only and not for personal, family, or household purposes.

**3. ORDERS; STATEMENTS OF WORK**

3.1 All Services to be provided under this Agreement shall be set forth in one or more Orders or SOWs, which shall reference this Agreement and describe, at a minimum: (a) the Services to be provided; (b) the applicable fees and payment terms; (c) any milestones, deliverables, or acceptance criteria; and (d) the term or duration of the engagement.

3.2 Orders and SOWs may be amended only in a writing signed by authorized representatives of both parties.<sup>1</sup>

3.3 Provider shall use reasonable efforts to perform all Services in accordance with the applicable Order or SOW, and shall notify Client promptly of any material delay or anticipated failure to meet any milestone or delivery date.

3.4 In the event of a conflict between the terms of an Order and the body of this Agreement, the Order shall control solely with respect to the specific Services described therein.

3.5 For avoidance of doubt, the parties agree that the execution of an Order or SOW does not obligate Provider to deliver, or Client to pay for, any services or deliverables not expressly described therein.

3.6 Each Order or SOW may specify additional or alternative terms applicable to the particular Services being provided, including, but not limited to, service levels, acceptance criteria, reporting requirements, or key personnel.

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4. FEES AND TAXES

4.1 Client shall pay to Provider the fees set forth in each Order or SOW, in accordance with the payment terms specified therein. (a) Unless otherwise stated in the applicable Order, all invoices are due and payable within thirty (30) days of the invoice date.

4.2 All fees are exclusive of applicable sales, use, value-added, or similar taxes; Client shall be responsible for all such taxes, except for taxes imposed on Provider's income.

4.3 In the event Client reasonably and in good faith disputes any portion of an invoice, Client shall provide written notice of the dispute within fifteen (15) days of receipt, identifying the disputed amount and the basis for the dispute, and shall timely pay all undisputed amounts.

4.4 If Client fails to make any payment when due, Provider may, without waiving any other rights or remedies, charge interest on the overdue amount at the lesser of 1.5% per month or the maximum rate permitted by law, calculated from the date such amount was due until paid.

4.5 Provider reserves the right to suspend Services upon not less than ten (10) days' prior written notice in the event any undisputed amount remains unpaid for more than thirty (30) days following the due date, provided that Services shall be promptly reinstated upon payment in full.

4.6 All payments shall be made in U.S. Dollars unless otherwise specified in the applicable Order.

5. SERVICE LEVELS AND CREDITS

5.1 Provider shall use commercially reasonable efforts to meet or exceed the service levels set forth in the applicable Order, SOW, or Telecommunications Annex.

5.2 If Provider fails to meet any service level set forth in an Order or SOW, Client may be eligible for the service credits described therein as Client's sole and exclusive remedy for such failure.

5.3 Service credits, if any, shall be calculated and applied as set forth in the applicable Order, SOW, or Annex and shall not be redeemable for cash.

5.4 Notwithstanding any other provision of this Agreement, Provider shall have no obligation to provide service credits for any Service Disruption caused by: (a) acts or omissions of Client or its Affiliates; (b) scheduled maintenance or emergency repairs, provided that Provider gives reasonable advance notice to Client (except in the case of emergency repairs); or (c) force majeure events as described in § 14.2.

5.5 Provider's records shall be deemed conclusive for purposes of calculating service levels and credits, absent manifest error.

6. SECURITY AND CPNI

6.1 Provider shall implement and maintain reasonable administrative, technical, and physical safeguards intended to protect the security, confidentiality, and integrity of Client Data, including Customer Proprietary Network Information ("CPNI"), in accordance with applicable law and industry standards.

6.2 Without limiting the foregoing, Provider shall: (a) restrict access to Client Data and CPNI to personnel with a need to know for purposes of performing the Services; (b) maintain an incident response plan and promptly notify Client upon discovery of any unauthorized access to or disclosure of Client Data or CPNI; and (c) cooperate with Client, at Client's expense, in investigating and remediating any such incident.

6.3 Provider shall not use or disclose Client Data or CPNI except as necessary to perform the Services or as required by law.

6.4 Provider's obligations under this Section 6 shall survive termination of this Agreement.

6.5 For purposes of this Agreement, "Client Data" means all data, content, or information provided or made available by Client or its Affiliates to Provider in connection with the Services.

6.6 Provider shall maintain cyber liability insurance, including coverage for privacy and network security, with limits of not less than five million dollars (USD \$5,000,000) per occurrence and in the aggregate.

8. COMPLIANCE AND EXPORT

8.1 Each party shall comply with all applicable federal, state, and local laws, regulations, and orders in connection with its performance under this Agreement, including but not limited to those relating to anti-corruption, data privacy, and export control. 8.2 Provider represents and warrants that neither it nor any of its Affiliates is named on any U.S. government denied-party list. Provider shall not provide access to the Services to any individual or entity located in a country subject to U.S. embargo or sanctions. 8.3 If Provider becomes aware of any actual or suspected violation of applicable law in connection with the Services, Provider shall promptly notify Client and take appropriate remedial action. 8.4 The parties acknowledge that the Services, and any software or technical data provided hereunder, may be subject to U.S. export control laws and regulations, including the Export Administration Regulations (“EAR”), and each party agrees to comply with such laws and regulations in connection with its performance under this Agreement. 8.5 Client shall not use, export, or re-export the Services or any related software or technical data in violation of any applicable laws or regulations. 8.6 Provider makes no representation that the Services are appropriate or available for use in any particular location, and Client is solely responsible for compliance with all applicable laws in the jurisdiction(s) in which it uses the Services. 8.7 Provider shall have no liability for any failure to perform its obligations under this Agreement to the extent such failure is attributable to Client’s failure to comply with applicable export control laws. 8.8 The provisions of this Section 8 shall survive termination of this Agreement.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1 Each party (the “Recipient”) agrees to hold in confidence and not use or disclose any Confidential Information of the other party (the “Discloser”) except as expressly permitted by this Agreement. 9.2 The Recipient shall protect the Discloser’s Confidential Information using at least the same degree of care it uses to protect its own confidential information of like importance, but in no event less than reasonable care. 9.3 Confidential Information does not include information that: (a) is or becomes generally available to the public through no breach of this Agreement by the Recipient; (b) was in the Recipient’s possession prior to receipt from the Discloser; (c) is received from a Third Party without restriction and without breach of any obligation to the Discloser; or (d) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information. 9.4 The Recipient may disclose Confidential Information to its Affiliates, employees, agents, and contractors who have a need to know such information for purposes of performing this Agreement and who are bound by obligations of confidentiality at least as protective as those set forth herein. 9.5 If the Recipient is required by law or court order to disclose Confidential Information, the Recipient shall, to the extent permitted by law, give the Discloser prompt written notice and cooperate with the Discloser in seeking a protective order or other remedy. 9.6 Upon expiration or termination of this Agreement, or upon the Discloser’s written request, the Recipient shall promptly return or destroy all Confidential Information of the Discloser in its possession or control, except as otherwise required by law or as necessary to enforce its rights under this Agreement. 9.7 The obligations of this Section 9 shall survive termination of this Agreement for five (5) years.



[Sig-Block-α] \_\_\_\_\_ 8. COMPLIANCE AND EXPORT 8.1 Provider and Client shall each comply with all applicable federal, state, and local laws, regulations, and orders in connection with performance of this Agreement, including those relating to anti-corruption, data privacy, and export controls; each party further represents that it has not and will not knowingly facilitate or permit any act in violation of U.S. export law, and Client shall not, directly or indirectly, cause the Provider to be in violation thereof. 8.2 Provider represents and warrants that neither it nor any of its Affiliates is named on any United States government denied-party list, and Provider shall not provide access to the Services to any party located in a country or territory then subject to United States embargo or sanctions. 8.3 Provider shall promptly notify Client upon becoming aware of any actual or suspected violation of law in connection with the Services and shall, at Client's expense, reasonably cooperate with Client in any related investigation. 8.4 The parties acknowledge the Services and any software or technical data provided hereunder may be subject to U.S. export control laws and regulations, including the Export Administration Regulations ("EAR"); each party agrees to comply with such laws in connection with its activities under this Agreement. 8.5 Client shall not use, export, or re-export the Services or related software or technical data in violation of any applicable laws or regulations. 8.6 Provider makes no representation that the Services are appropriate or available for use in any particular location, and Client is solely responsible for compliance with all applicable laws in the jurisdiction(s) in which it uses the Services. 8.7 Provider shall have no liability for any failure to perform its obligations hereunder to the extent such failure is attributable to Client's failure to comply with applicable export control laws. 8.8 § 8.8 intentionally omitted. 8.9 The provisions of this Section 8 shall survive termination of this Agreement. 9. CONFIDENTIALITY AND DATA PROTECTION 9.1 Each party (the "Recipient") agrees to hold in confidence and not use or disclose any Confidential Information of the other party (the "Discloser") except as expressly permitted herein. (a) The Recipient shall protect the Discloser's Confidential Information using at least the same degree of care it uses to protect its own confidential information of like importance, but in no event less than reasonable care. (b) The obligations of this Section 9 shall survive for five (5) years after the termination or expiration of this Agreement. (c) Confidential Information does not include information that: (i) is or becomes generally available to the public through no breach of this Agreement by the Recipient; (ii) was known to the Recipient prior to receipt from the Discloser; (iii) is received from a third party without restriction and without breach of any obligation to the Discloser; or (iv) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information. (d) The Recipient may disclose Confidential Information to its Affiliates, employees, agents, and contractors who have a need to know such information for purposes of performing this Agreement and who are bound by obligations of confidentiality at least as protective as those set forth herein. 9.2 If the Recipient is required by law or court order to disclose Confidential Information, the Recipient shall, to the extent permitted by law, give the Discloser prompt written notice and reasonably cooperate with the Discloser in seeking a protective order or other appropriate remedy. 9.3 Upon expiration or termination of this Agreement, or upon the Discloser's written request, the Recipient shall promptly return or destroy all Confidential Information in its possession or control, except as otherwise required by law or as necessary to enforce its rights hereunder. 9.4 The obligations of this Section 9 shall survive termination of this Agreement. 10. INTELLECTUAL PROPERTY; LICENSES 10.1 All rights, title, and interest in and to the Services, including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, shall remain the exclusive property of Provider and its licensors, subject only to the limited rights expressly granted to Client herein. 10.2 Provider hereby grants to

Client, during the Term and subject to Client's timely payment of all Fees, a non-exclusive, non-transferable, non-sublicensable license to access and use the Services solely for Client's internal business purposes. 10.3 Client shall not (a) modify, adapt, ■r create derivative works of the Services; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Services; (c) remove or alter any proprietary notices; or (d) permit any third party to do any of the foregoing. 10.4 Client shall retain all rights, title, and interest in and t■ Client Data, subject to the limited licenses granted herein. 10.5 Provider may use Client Data solely as necessary to perform its obligations under this Agreement and to improve the Services, provided that any use for such improvement purposes shall be on an aggregated and de-identified basis only. 10.6 Nothing in this Agreement shall be construed as granting to either party any rights, by implication, estoppel, or otherwise, not expressly set forth herein. 10.7 In the event Provider develops any deliverables or w■rk product specifically for Client under an Order or SOW, the parties will specify their respective intellectual property rights in such deliverables in the applicable Order or SOW; absent such specification, Provider shall retain all right, title, and interest therein, subject to Client's license rights under § 10.2. 10.8 DRAFT—Internal Use Only For purposes of this Section 10, "Client Data" means all data, content, or information provided or made available by Client or its Affiliates to Provider in connection with the Services. 10.9 The terms of § 10.3 above shall also apply to any software, documentation, or other materials provided to Client under this Agreement. 10.10 The obligations under this Section 10 shall survive termination of th■s Agreement. CONFIDENTIAL – DRAFT 2024-06-28 – Page 5 of 12

11. INDEMNIFICATION 11.1 Each party (“Indemnitor”) shall defend, indemnify, and hold harmless the other party, its Affiliates, and their respective officers, directors, employees, and agents (“Indemnitees”) from and against any and all third-party claims, demands, suits, proceedings, damages, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees) arising from or relating to (a) the Indemnitor’s gross negligence or willful misconduct; (b) any material breach by the Indemnitor of its representations, warranties, or obligations under this Agreement; or (c) the Indemnitor’s violation of applicable law. 11.2 Provider shall defend, indemnify, and hold harmless Client Indemnitees from and against any third-party claim alleging that the Services (excluding Client Data or third-party materials provided by Client) infringe any United States patent, copyright, or trademark, or misappropriate any trade secret, ~~to the extent such claim arises from~~ (a) Client’s combination or use of the Services with products, software, or data not supplied or approved by Provider; (b) modification of the Services by Client or any third party; or (c) Client’s failure to use updates or modifications provided by Provider to avoid infringement. 11.3 If the Services become, or in Provider’s reasonable opinion are likely to become, the subject of an infringement claim, Provider may, at its option and expense: (a) procure for Client the right to continue using the Services; (b) modify the Services to make them non-infringing; or (c) terminate the affected Order and refund to Client any prepaid, unused Fees attributable to the terminated portion of the Services. 11.4 The indemnified party shall: (a) promptly notify the Indemnitor in writing of any claim; (b) permit the Indemnitor to control the defense and settlement of the claim; and (c) reasonably cooperate with the Indemnitor, at the Indemnitor’s expense, in connection with such defense or settlement. The Indemnitor shall not settle any claim without the indemnified party’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. 11.5 The foregoing states the parties’ exclusive remedy for any third-party claim of infringement or misappropriation. 11.6 The provisions of this Section 11 shall survive termination of this Agreement. 12. LIMITATION OF LIABILITY 12.1 EXCEPT FOR LIABILITY ARISING FROM A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF § 9 (CONFIDENTIALITY), OR OBLIGATIONS UNDER § 11 (INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EXCEPT WHERE SUCH DAMAGES ARISE FROM CLIENT’S FAILURE TO PAY FEES OR EITHER PARTY’S BREACH OF § 10. 12.2 EXCEPT FOR LIABILITY ARISING FROM A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF § 9, OR OBLIGATIONS UNDER § 11, THE AGGREGATE LIABILITY OF EACH PARTY (INCLUDING ITS AFFILIATES) TO THE OTHER PARTY (INCLUDING ITS AFFILIATES) UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. 12.3 The limitations set forth in this Section 12 shall apply notwithstanding the failure of essential purpose of any remedy. 12.4 The parties acknowledge and agree that the limitations of liability set forth in this Section 12 are an essential basis of the bargain between the parties and that absent such limitations the terms of this Agreement would be substantially different. 12.5 This Section 12 shall survive termination or expiration of this Agreement.<sup>1</sup> <sup>1</sup> See obsolete reference: § 17.3. 13. INSURANCE 13.1 Provider shall maintain, at its sole expense and throughout the Term, insurance coverage with reputable insurers as follows: (a) commercial general liability



with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate; (b) professional liability (errors & omissions) with limits of not less than \$5,000,000 per claim and in the aggregate; (c) cyber liability insurance, including coverage for privacy and network security, with limits of not less than \$5,000,000 per occurrence and in the aggregate; and (d) workers' compensation as required by applicable law. 13.2 Upon Client's written request, Provider shall furnish certificates of insurance evidencing the required coverage. 13.3 Provider shall provide Client with at least thirty (30) days' prior written notice of any cancellation or material reduction in coverage. 13.4 The maintenance of insurance shall not limit Provider's liability under this Agreement, except as expressly provided herein. CONFIDENTIAL – DRAFT 2024-06-28 – Page 6 of 12

14.1 Without heading, and with the express intent that this provision shall be interpreted *\*mutatis mutandis\** with respect to both Parties, it is agreed that, notwithstanding anything to the contrary in this Agreement, including but not limited to § 11 (Indemnification) and § 12 (Limitation of Liability), neither Party shall be liable for any delay or failure in performance (excluding payment obligations) resulting from any cause beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, labor disputes, pandemics, embargoes, governmental actions, or failures of suppliers, utilities, or communications, provided, however, that the affected Party shall promptly notify the other Party in writing of the occurrence of such event and exercise reasonable efforts to mitigate the effects thereof, and further provided that if the duration of such event exceeds sixty (60) days, either Party may terminate the affected Order or Statement of Work upon written notice, except where the Parties mutually agree in writing to extend such period, and, notwithstanding the foregoing, le présent Article ne saurait être interprété comme exonérant une Partie de toute obligation de paiement échue avant la survenance de l'événement de force majeure, moreover, for avoidance of doubt, the obligations in this Section 14.1 shall not be construed to limit or waive rights under § 10 or any indemnification expressly surviving termination, and the Parties expressly allocate the risk of such events as provided herein, provided that, in the event of a conflict between this Section 14.1 and any other provision of this Agreement, this Section shall control except as to obligations expressly stated to survive force majeure; in the event of a dispute as to the applicability of this provision, the Parties shall refer the matter for expedited resolution as set forth in § 15 below, and, for purposes of this Section, “reasonable efforts” shall include, but not be limited to, commercially reasonable steps to secure alternate sources or workaround solutions to maintain Service continuity to the extent feasible, with both Parties agreeing that a failure to do so may affect the allocation of risk and remedies available under this Agreement. 14.2 DRAFT—Internal Use Only For purposes of this Agreement, “Emergency Message” means any message reasonably believed to relate to a threat to life, health, or property, whether or not such message is ultimately substantiated, provided that the originator of the message had a good faith belief in the need for urgency at the time of transmission. 14.3 Any notice required or permitted to be given hereunder shall be in writing and delivered by hand, by reputable overnight courier, or by certified mail (return receipt requested) to the address of the receiving party set forth in the Order or such other address as may be designated by notice, and shall be effective upon receipt. 14.4 All references in this Agreement to “days” shall mean calendar days, unless otherwise specified. 14.5 This Section 14 shall survive termination or expiration of this Agreement. XV. GOVERNING LAW AND DISPUTE RESOLUTION 15.1 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 Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be resolved exclusively as follows: (a) the Parties shall first attempt in good faith to resolve the dispute through executive-level negotiation; (b) if unresolved within thirty (30) days, either Party may refer the matter to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, sitting in Wilmington, Delaware, with one arbitrator appointed by mutual agreement or, failing that, by the AAA; (c) judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. 15.3 Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief at any time in any court of competent jurisdiction to prevent irreparable harm or unauthorized use or disclosure of Confidential Information or intellectual property. 15.4 The Parties agree to continue performing their respective obligations under this Agreement pending the final resolution of

any dispute, except for the specific obligations that are the subject of such dispute. 15.5 This Section 15 shall survive termination or expiration of this Agreement. 15.6 See § 21.4(c)(iv) regarding additional remedies not otherwise specified herein. CONFIDENTIAL – DRAFT  
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16. TERM AND TERMINATION 16.1 The term of this Agreement (“Term”) shall commence on the Effective Date and, unless terminated earlier in accordance with this Section 16, shall continue until all Orders and SOWs ■ have expired or been terminated. 16.2 Either Party may terminate this Agreement (a) for material breach by the other Party that remains uncured thirty (30) days after written notice thereof; or (b) immediately upon written notice if the other Party becomes insolvent, files for bankruptcy, or has a receiver appointed for substantially all of its assets. 16.3 Client may terminate any Order or SOW for convenience upon sixty (60) days’ prior written notice, provided that all accrued but unpaid Fees shall become immediately due and payable, and except where such termination rights are expressly limited in the applicable Order. 16.4 Upon expiration or termination of this Agreement for any reason, all licenses and rights granted to Client hereunder shall immediately terminate, and each Party shall ■r■m■tly return or destroy all Confidential Information of th■ other Party, except as otherwise provided in Sections 9 and 10 of this Agreement; for clarity, the obligations of Sections 8, 9, 10, 11, 12, 14, ■nd 15 shall survive. 16.5 Provider shall, upon written request and at Client’s expense, provide reasonable transition assistance for up to thirty (30) days following termination, provided that such assistance shall not include the development of new features or customizations. 16.6 Any termination under this Section 16 shall be without prejudice to any other rights or remedies available to either Party at law or in equity. 16.7 This Section 16 shall survive termination or expiration of this Agreement. 17. MISCELLANEOUS 17.1 This Agreement, together with all Orders, SOWs, and Annexes ■ hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. 17.2 No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties. 17.3 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 a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties. 17.4 Neither Party may assign 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 such consent to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all ■f its assets, provided that the assignee assumes all obligations hereunder in writing. 17.5 Nothing in this Agreement shall be construed ■s creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other in any m■nn■r whatsoever. 17.6 Any failure or delay by either Party to exercise any right or remedy under this Agreement shall not constitute a waiver thereof or of any other right or remedy. 17.7 Except as expressly set ■ forth herein, all remedies under this Agreement are cumulative and not exclusive of any other remedies at law or in equity. 17.8 This Section 17 shall survive termination or expiration of this Agreement. CONFIDENTIAL – DRAFT 2024-06-28 – Page 8 of 12





14. GOVERNING LAW AND DISPUTE RESOLUTION 14.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to its conflict of law principles. 14.2 Any dispute, controversy, or claim arising out of or relating to this Agreement, its breach, or the subject matter hereof will be resolved as follows: (a) the Parties shall first attempt in good faith to resolve the dispute through executive-level negotiation for a period of at least thirty (30) days; (b) if not resolved, then either Party may submit the dispute to final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with a single arbitrator, conducted in Wilmington, Delaware, and the language of proceedings shall be English; (c) notwithstanding the foregoing, either Party may seek interim or equitable relief in any court of competent jurisdiction to prevent irreparable harm, unauthorized disclosure of Confidential Information, or infringement of intellectual property rights. 14.3 All notices under this Agreement shall be in writing and addressed to the Parties at the addresses specified in the signature block or such other address as either Party may designate by notice, and shall be deemed received (a) when delivered personally, (b) one business day after deposit with a reputable overnight courier, or (c) three business days after being sent by certified or registered mail, return receipt requested. Any notice by email shall only be effective if acknowledged by the recipient. 14.4 Each Party shall continue performance of its obligations, except for those disputed in good faith, during the pendency of any dispute resolution process outlined herein. 14.5 For clarity, see § 21.4(c)(iv) regarding remedies not otherwise specified.<sup>1</sup> 15. MISCELLANEOUS 15.1 This Agreement, together with all Orders, SOWs, and Annexes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. 15.2 No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties. 15.3 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 a valid, legal, and enforceable substitute that most nearly reflects the intent of the original provision. 15.4 Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other, except that either Party may assign this Agreement without such consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assignee assumes all obligations hereunder in writing. 15.5 Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have the authority to contract for or bind the other in any manner whatsoever. 15.6 Any waiver or failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision. 15.7 Except as expressly set forth herein, all remedies under this Agreement are cumulative and not exclusive of any other remedies at law or in equity. 15.8 This Section 15 shall survive expiration or termination of this Agreement. <sup>1</sup> See obsolete cross-reference at § 18.5. CONFIDENTIAL – DRAFT 2024-06-28 – Page 10 of 12

ANNEX 1: TELECOMMUNICATIONS & EMERGENCY SERVICES 1.1 Provider and Client shall each comply with all applicable laws, rules, and regulations governing telecommunications, including but not limited to federal and state wiretap laws, the Telephone Consumer Protection Act (TCPA), and regulations of the Federal Communications Commission (FCC) and any analogous foreign authorities. 1.2 Provider shall not be liable for any Service Disruption or failure to deliver Emergency Messages (where “Emergency Message” means any communication marked as urgent or necessary for life-safety) resulting from acts or omissions of telecommunications carriers, third-party service providers, or regulatory authorities, provided that Provider shall use commercially reasonable efforts to restore Service as soon as practicable. 1.3 Client shall not use the Services to transmit Emergency Messages or to facilitate access to emergency service providers (e.g., “911”, “112”) unless the applicable Order or SOW expressly authorizes such use, and Provider provides written confirmation of compliance with local and federal emergency-service requirements. 1.4 Each Party shall maintain records of all telecommunications traffic for not less than one (1) year or such longer period as required by law, provided, however, that nothing herein shall require Provider to store or archive any message content beyond industry-standard retention periods or as set forth in an applicable Order. 1.5 Client acknowledges and agrees that the Services are not intended to replace traditional telephone services nor serve as a primary means of access to emergency services. 1.6 Provider reserves the right to block or suspend any message traffic that, in its reasonable discretion, violates applicable law, carrier requirements, or industry codes of conduct. 1.7 In the event of a subpoena or governmental request for information relating to telecommunications services provided hereunder, Provider shall promptly notify Client (unless legally prohibited), and cooperate with Client in responding to such request, subject to reimbursement of Provider’s reasonable costs. 1.8 Provider shall comply with all carrier registration, A2P messaging, and spam mitigation obligations as required by applicable law or carrier terms, and Client shall provide accurate sender identification and obtain all necessary consents from message recipients. CONFIDENTIAL – DRAFT 2024-06-28 – Page 11 of 12



ANNEX 2: COMMERCIAL TERMS AND SERVICE LEVELS 2.1 Fees and Billing: All Fees shall be invoiced monthly in arrears, net thirty (30) days from invoice date, and subject to the pricing tiers set forth in [TABLE\_HARD\_1]. 2.2 Service Level Commitments: Provider shall use reasonable efforts to maintain Monthly Uptime Percentage of at least 99.9%, excluding Scheduled Maintenance and Force Majeure events. Service Credits for failure to meet this SLA shall be calculated as set forth in [TABLE\_HARD\_2]. 2.3 Escalation Matrix: For Service Disruption incidents, Client may escalate issues according to the matrix in [TABLE\_HARD\_3], and Provider shall assign a severity level and respond within the corresponding time frame. 2.4 Price Adjustments: Provider may increase Fees upon ninety (90) days' prior written notice, provided that any such increase shall not exceed five percent (5%) per Renewal Term, except where increased costs are due to changes in law, regulation, or third-party provider fees, in which case Provider may pass through such increases on thirty (30) days' notice. 2.5 Taxes: All Fees are exclusive of taxes, levies, and governmental charges, which shall be the sole responsibility of Client (other than taxes on Provider's net income). 2.6 DRAFT—Internal Use Only Provider reserves the right to withhold or offset any Service Credits against amounts due from Client under this Agreement or any Order, and any such withholding shall not be deemed a waiver of Provider's other rights or remedies under Section 7 or Section 11 herein. 2.7 If any provision of this Annex is found unenforceable, the remaining provisions shall continue in effect, and the Parties shall negotiate in good faith a substitute provision as required under Section 15.3. 2.8 The obligations of this Annex shall survive expiration or termination of the Agreement and any Order or SOW. 2.9 In the event that Provider fails to achieve the Monthly Uptime Percentage as measured and calculated in accordance with [TABLE\_HARD\_2], then, notwithstanding any provision to the contrary herein, Service Credits shall constitute Client's sole and exclusive remedy for such failure, provided, however, that if the cumulative Service Credits in any three (3) consecutive calendar months exceed fifteen percent (15%) of the Fees for such period, Client may, at its sole discretion, terminate the affected Order for cause upon thirty (30) days' prior written notice, except that, notwithstanding the foregoing, termination under this clause shall not relieve Client of its obligation to pay for all undisputed Fees accrued prior to the effective date of termination, et, si une telle résiliation intervient, le Fournisseur s'engage à restituer à la Clientèle toute avance versée au titre des Services non fournis, provided further, in the event that Provider demonstrates, by clear and convincing evidence, that the Service Disruption was ■ caused by acts or omissions of Client, or by Force Majeure, then no Service Credit or termination right shall arise under this Section, ■ ■ ■■■■■ ■■■■■■■■ ■■■■ ■■■■■■, ■■■■■■■■■■■■ ■■■■■■■■ ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■; all calculations of Service Credits shall be final and binding absent manifest error. CONFIDENTIAL – DRAFT 2024-06-28 – Page 12 of 12

