

[Sig-Block-α] \_\_\_\_\_ MASTER SERVICES AGREEMENT This Master Services Agreement (“Agreement”) is entered into as of June 28, 2024 (“Effective Date”) by and between: ClientCo, Inc., a Delaware corporation with its principal office at 1234 Main Street, Wilmington, DE 19801 (“Client”); and Vendor Solutions LLC, a New York limited liability company with its principal office at 9878 Broadway Avenue, New York, NY 10012 (“Vendor”). RECITALS WHEREAS, Client desires to engage Vendor to provide certain communications platform services and related professional services; WHEREAS, Vendor agrees to provide such services to Client, subject to the terms and conditions set forth below; NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

For purposes of this Agreement, the following terms have the meanings set forth below or in the body of the Agreement: (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, where “control” means the ownership of more than fifty percent (50%) of the voting interests of such entity. (b) “Applicable Law” means all federal, state, local, and international laws, regulations, and rules applicable to a Party’s performance hereunder. (c) “Authorized User” means an individual employee, contractor, or agent of Client who is authorized by Client to access or use the Services, subject to the terms of this Agreement. (d) “Confidential Information” has the meaning set forth in Section 8.1. (a) “Disclosing Party” has the meaning set forth in Section 8.1. (b) “Documentation” means written or electronic materials describing the features, functions, and use of the Services, as provided by Vendor to Client. (c) “Fees” means the amounts payable by Client for Services as set forth in an Order or SOW. (d) “Order” means a written order form, statement of work (“SOW”), or other ordering document, executed by authorized representatives of both Parties, referencing this Agreement and specifying the Services to be provided. 1.2 Scope. “Services” means Vendor’s provision of communications platform services, including, without limitation, SMS transmission, voice connectivity, messaging APIs, reporting tools, and related support, as further described in each applicable Order or SOW. (a) “Service Disruption” means a period during which the Services are unavailable or materially degraded, excluding downtime resulting from (a) scheduled maintenance with prior notice; (b) events of force majeure; or (c) failures attributable to Client’s systems. (b) “Service Level Agreement” or “SLA” means the commitments set forth in Section 5 and Annex 2 as applicable to the Services. 1.3 Construction. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the applicable Order, SOW, or Annex. (a) Headings are for reference only and shall not affect interpretation. (b) References to “include,” “including,” or similar terms shall be construed to mean “including without limitation.” (c) All references to “days” shall mean calendar days unless specified as “Business Days.” (d) The terms “hereof,” “herein,” “hereunder,” and similar expressions refer to this Agreement as a whole, and not to any particular provision.

## 2. SCOPE OF SERVICES; ORDERS

2.1 Orders. The Parties may enter into one or more Orders or SOWs under this Agreement.

Each Order or SOW shall describe the applicable Services, deliverables, Fees, and any additional terms agreed by the Parties. (a) Each Order or SOW shall be governed by and subject to the terms of this Agreement (including any Annexes), unless expressly stated otherwise, and any conflicting terms in an Order or SOW shall only supersede this Agreement to the extent expressly stated in such Order or SOW. (b) No Order or SOW is binding unless executed by both Parties' authorized representatives. (c) In the event of a conflict between the terms of this Agreement and an Order or SOW, the terms of the Order or SOW shall prevail with respect to the Services described therein, except as otherwise provided in Section 3.2.

2.3 Changes to Services. Either Party may propose changes to the scope, specifications, or timing of Services under an Order or SOW. No change will be binding unless documented in a written amendment executed by both Parties. Vendor shall use commercially reasonable efforts to

accommodate requested changes; however, any such change may be subject to additional Fees and/or adjustments to delivery timelines. (a) If Client requests an Emergency Message (meaning, a message required to be delivered urgently to mitigate or prevent harm), Vendor

will use reasonable efforts to prioritize such delivery, provided that Vendor makes no guarantee of transmission or delivery time. (b) Orders may specify additional or modified SLAs, provided such modifications are documented and mutually agreed in writing.

2.4 Subcontractors. Vendor may engage subcontractors to perform Services, provided Vendor remains responsible for the compliance and performance of each subcontractor with the terms of this Agreement. Vendor shall ensure that each subcontractor is bound by confidentiality and data protection obligations at least as protective as those set forth herein. 2.5 Exclusivity.

Nothing herein shall prevent Client from obtaining services similar or identical to the Services from third parties, nor obligate Client to purchase any minimum volume of Services except as expressly set forth in an Order or SOW.

## 3. FEES; PAYMENT; TAXES

### 3.1 Fees.

Client agrees to pay Vendor all Fees set forth in each Order or SOW in accordance with this Section 3 and the applicable payment terms. (a) Unless otherwise specified in an Order or SOW, all Fees

shall be invoiced monthly in arrears and are due and payable within thirty (30) days of invoice date. (b) Fees for usage-based Services will be calculated based on Vendor's records, which shall be deemed conclusive absent manifest error. (c) Vendor reserves the right to increase Fees

upon thirty (30) days' prior written notice to Client, provided that such increases shall not apply to Orders or SOWs already in effect prior to the notice date.

3.2 Taxes. All Fees are exclusive of applicable taxes, duties, or other governmental assessments ("Taxes"). Client is solely responsible for payment of all Taxes associated with the Services, excluding taxes based

on Vendor's net income, property, or employees. (a) If Vendor is required by law to collect Taxes, Vendor will invoice Client for such Taxes, and Client shall pay such amounts unless Client provides a valid tax exemption certificate. (b) Each Party shall bear responsibility for its

own income and employment-related taxes.

3.3 Disputed Invoices. If Client disputes any portion of an invoice in good faith, Client shall notify Vendor in writing within fifteen (15) days of receipt, identifying the disputed amounts and the basis for dispute. Client shall pay all

undisputed amounts when due. The Parties shall cooperate to resolve disputes expeditiously. (a) Client's failure to provide timely notice of a dispute shall be deemed acceptance of the invoice. (b) Payment of an invoice shall not be deemed a waiver of any rights or remedies

available to Client under this Agreement or Applicable Law.

3.4 Late Payments. Overdue amounts not subject to a bona fide dispute shall accrue interest at a rate of 1.5% per month (or the maximum rate permitted by law, if less), calculated from the due date until paid in full. (a) Vendor may, in its discretion and upon written notice to Client, suspend performance of

Services if any undisputed Fees remain unpaid more than fifteen (15) days after written notice of non-payment, provided that Vendor resumes performance promptly upon ■ receipt of all past-due amounts. 3.5 No Setoff. Client shall not withhold, offset, or deduct any amounts from Fees due, except with Vendor's prior written consent or as required by Applicable Law.

CREDITS 4.1 Service Levels. Vendor will provide the Services in accordance with the availability, response, and resolution metrics set forth in Annex 2 (“Service Level Agreement”), subject to the exclusions stated therein. No credits or remedies shall be available for Service Disruptions except as expressly set forth in Annex 2 or in this Agreement.

4.2 Reporting. Vendor will provide periodic reports regarding Service performance, downtime, and incidents, at such frequency as set forth in Annex 2 or as mutually agreed by the Parties.

4.3 Service Credits. If Vendor fails to meet the applicable SLA metrics, Client’s sole and exclusive remedy shall be the receipt of service credits as calculated in Annex 2, provided that Client requests such credits in writing within thirty (30) days after the end of the applicable measurement period. (a) Service credits shall be applied to future invoices, may not be redeemed for cash, and shall not exceed, in aggregate, ten percent (10%) of the Fees payable for the affected Service in the applicable calendar month. (b) Service credits are not cumulative and shall not carry forward beyond the twelve (12) month period following the measurement period in which they accrue. 4.4 Exclusions. Vendor shall not be liable for failure to achieve SLA metrics to the extent resulting from: (a) Client’s or its Authorized Users’ acts or omissions; (b) scheduled maintenance with reasonable advance notice; (c) force majeure events as defined in Section 13.1; (d) failures of third-party carriers or networks outside Vendor’s reasonable control; or (e) suspension of Services in accordance with Section 3.4(a). (a) The Parties acknowledge that network latency and transmission delays are inherent in telecommunications services and that Vendor does not guarantee end-to-end delivery times for messages or calls. 4.5 Emergency Maintenance. Vendor reserves the right to perform emergency maintenance as necessary to ensure security, integrity, or availability of the Services, provided that Vendor will use commercially reasonable efforts to notify Client in advance when practicable. (a) In the event of an Emergency Message, Vendor shall prioritize delivery subject to technical feasibility and network conditions, and shall have no liability for delays or failures in transmission resulting from circumstances beyond Vendor’s reasonable control.





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## 8. CONFIDENTIALITY AND DATA PROTECTION

### 8.1 Confidential Information.

Each Party acknowledges that it may receive (“Recipient”) Confidential Information from the other Party (“Discloser”) in connection with this Agreement. Confidential Information means any business, technical, or financial information or materials disclosed by Discloser to Recipient, whether orally, in writing, or by observation, and that is marked “confidential” or would reasonably be understood as confidential under the circumstances. Notwithstanding the foregoing, Confidential Information does not include: (a) information already known by Recipient without restriction; (b) information that is or becomes publicly available through no fault of Recipient; (c) information independently developed by Recipient without use of or reference to Discloser’s Confidential Information; or (d) information rightfully received from a third party without duty of confidentiality.

#### 8.1.1 Obligations.

Recipient shall use Confidential Information solely as necessary to perform its obligations under this Agreement, and shall not disclose Confidential Information to any third party except to its employees, agents, or contractors who have a need to know for such purpose, provided that such third parties are bound by written obligations at least as protective as those herein. Recipient will use reasonable efforts to protect Confidential Information, which shall be no less than the degree of care Recipient uses to protect its own similar information but not less than a commercially reasonable standard. If Recipient is compelled by law to disclose Confidential Information, Recipient shall provide prompt notice to Discloser (to the extent legally permitted) and reasonably cooperate, at Discloser’s expense, if Discloser seeks a protective order.

#### 8.1.2 Return or Destruction.

Upon written request by Discloser, Recipient shall promptly return or destroy all copies of Confidential Information, except that Recipient may retain one archival copy solely for compliance purposes, subject to ongoing confidentiality obligations.<sup>1</sup>

## 8.2 Data Protection.

Each Party shall comply with all applicable Data Protection Laws in connection with its performance under this Agreement. Vendor shall implement reasonable technical and organizational measures to protect Personal Data processed on behalf of Client against unauthorized or unlawful processing, and against accidental loss, destruction, or damage. Where Vendor processes Personal Data as a processor on behalf of Client, the Parties shall execute a data processing addendum (“DPA”), which shall be incorporated by reference herein.

### 8.2.1 Security Incidents.

Vendor shall notify Client without undue delay upon becoming aware of a Security Incident affecting Client’s Personal Data, providing sufficient information to permit Client to meet its obligations under Data Protection Laws.

### 8.2.2 Subprocessors.

Vendor may engage Subprocessors for the processing of Personal Data, provided Vendor imposes data protection obligations substantially similar to those in this Agreement and the DPA.

## 8.3 Reserved.

### 8.3.1 No heading.

Vendor shall not be liable for any disclosure or use of information to the extent required by law, regulation, or valid order of a court or governmental agency, provided that Vendor provides prior notice to Client where legally permitted and cooperates with Client to limit the scope of such disclosure.

## 9. INTELLECTUAL PROPERTY AND OWNERSHIP

### I.1 Ownership.

As between the Parties, Vendor retains all right, title, and interest in and to the Services, the Platform, any software, documentation, or materials provided, and all related Intellectual Property Rights. No rights are granted to Client except as expressly stated in this Agreement.

### I.2 License.

Subject to the terms and conditions herein, Vendor hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable right during the Term to access and use the Services solely for Client’s internal business purposes.

#### I.2.1 Feedback.

Vendor may freely use, disclose, and otherwise exploit any suggestions, ideas, or feedback provided by Client relating to the Services, without restriction or obligation.

#### I.2.2 Third-Party Materials.

Certain features or components of the Services may



be provided by third parties subject to separate license terms, which shall be provided to Client upon request. I.3 Client Content. Client retains all right, title, and interest in and to Client Content. Client grants Vendor a non-exclusive, worldwide, royalty-free license during the Term to use, process, transmit, and store Client Content solely as necessary to provide the Services and perform Vendor's obligations herein. I.3.1 Restrictions. Client shall not (a) reverse engineer, decompile, disassemble, or attempt to discover the source code or underlying structure of the Services; (b) copy, modify, or create derivative works from the Services; (c) sublicense, sell, resell, lease or otherwise transfer rights to the Services; or (d) use the Services in violation of applicable laws or regulations. I.4 No Implied Rights. Except as expressly set forth in this Section I, no rights or licenses are granted by either Party under any patents, copyrights, trademarks, trade secrets, or other intellectual property rights. I.4.1 Survival. This Section I shall survive any termination or expiration of this Agreement for any reason.

Indemnification by Vendor. Vendor shall defend, indemnify, and hold harmless Client and its Affiliates, officers, directors, employees, and agents from and against any third-party claims, demands, actions, or proceedings (“Claims”) arising out of or relating to: (a) Vendor’s infringement of any third-party Intellectual Property Right; (b) Vendor’s gross negligence or willful misconduct in performing the Services; or (c) Vendor’s violation of applicable law in connection with this Agreement, **provided**, however, that Vendor shall have no liability for any Claims to the extent arising from (i) Client’s modification, combination, or use of the Services other than as authorized herein; (ii) Client’s Content or instructions; or (iii) use of the Services after Vendor has notified Client of an alleged infringement and offered a non-infringing alternative. 10.2 Indemnification by Client. Client shall defend, indemnify, and hold harmless Vendor and its Affiliates, officers, directors, employees, and agents from and against any Claims arising out of or relating to: (a) Client’s use of the Services in violation of this Agreement or applicable law; (b) Client Content, including any actual or alleged infringement, misappropriation, or violation of third-party rights; or (c) Client’s gross negligence or willful misconduct. 10.2.1 Process. The indemnified Party shall promptly **notify** the indemnifying Party of any Claim, and the indemnifying Party shall have sole control of the defense and settlement, provided that the indemnified Party may participate with its own counsel at its own expense. The indemnifying Party shall not settle any Claim without the prior written consent of the indemnified Party if such settlement imposes any liability or obligation on the indemnified Party. 10.2.2 Remedies. In the event the Services are, or in Vendor’s reasonable opinion are likely to become, the subject of a Claim under Section 10.1(a), Vendor may, at its option and **expense**: (i) procure the right for Client to continue using the Services; (ii) modify the Services so that they become non-infringing; or (iii) terminate the affected Services and refund any prepaid, unused Fees. 10.2.3 This Section 10 states each Party’s sole and exclusive liability and remedy for any claim of intellectual property infringement. § 10.3 intentionally omitted. 11. LIMITATION OF LIABILITY 11.1 Limitation. EXCEPT FOR (a) EITHER PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10; (b) BREACH OF SECTION 8 (CONFIDENTIALITY AND DATA PROTECTION); (c) CLIENT’S PAYMENT OBLIGATIONS; OR (d) EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY TO THE OTHER FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT TO VENDOR UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. 11.1.1 EXCLUSION OF DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, HOWEVER ARISING AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, except that nothing in this Agreement shall limit either Party’s liability for death or personal injury caused by its negligence, and provided that this exclusion shall not apply to Service Disruption or to the extent prohibited by applicable law; provided, further, that the foregoing carve-out shall supersede any conflicting limitation herein. 11.1.2 Cumulative Liability. All claims arising out of or related to this Agreement shall be aggregated for purposes of the liability limit. 11.1.3 Allocation of Risk. The limitations of liability reflect the allocation of risk between the Parties; Fees would be higher absent such limitations. 11.2 Reserved. 11.2.1 No heading. The limitations set forth in this Section 11 shall apply to the fullest extent permitted by law, *mutatis mutandis*\*, to the Parties’ respective

directors, officers, employees, and agents. [Sig-Block-α] \_\_\_\_\_

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**12. INSURANCE**

**12.1 Required Coverage.** During the Term and for twelve (12) months thereafter, Vendor shall maintain, at its sole expense, the following insurance coverage with insurers rated A- or better by A.M. Best or equivalent: (a) Commercial General Liability with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate; (b) Workers’ Compensation as required by applicable law; (c) Technology Errors & Omissions (including cyber liability) with minimum limits of \$5,000,000 per claim and in the aggregate; and (d) Umbrella/Excess Liability with minimum limits of \$5,000,000 per occurrence and in the aggregate.

**12.1.1 Evidence of Insurance.** Vendor shall provide Client with certificates of insurance evidencing the required coverage upon request and shall provide thirty (30) days’ prior written notice of any material change, cancellation, or non-renewal.

**12.1.2 No heading.** Maintenance of insurance does not limit Vendor’s liability under this Agreement.

**12.2 Client Insurance.** Client shall maintain insurance coverage customary for similarly situated entities and consistent with industry standards.

**13. FORCE MAJEURE**

**13.1 Excuse of Performance.** Except for payment obligations, neither Party shall be liable for any failure or delay in performance under this Agreement to the extent caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, acts of government, terrorism, war, labor disputes, utility failures, or denial of service attacks (“Force Majeure Event”), provided that the affected Party gives prompt written notice to the other Party and resumes performance as soon as reasonably practicable.

**13.1.1 No heading.** If a Force Majeure Event continues for more than thirty (30) days, either Party may terminate the affected Order or SOW without liability (except for payment for Services rendered prior to termination).

**13.2 Allocation.** In the event of a Force Majeure Event affecting Vendor, Vendor shall use reasonable efforts to utilize its resources among its customers, including Client, in a fair and equitable manner.

**14. TERM AND TERMINATION**

**14.1 Term.** This Agreement shall commence on the Effective Date and continue for the period specified in the Order or SOW unless earlier terminated as provided herein (“Initial Term”). Thereafter, the Agreement shall automatically renew for successive one-year periods (each, a “Renewal Term”) unless either Party provides written notice of non-renewal at least sixty (60) days before the end of the then-current Term.

**14.1.1 Termination for Cause.** Either Party may terminate this Agreement or any Order or SOW upon written notice if the other Party materially breaches any of its obligations and such breach remains uncured for thirty (30) days after receipt of written notice specifying the breach. Payment obligations and Sections 1, 8, 9, 10, 11, 12, and 16 shall survive any termination or expiration.

**14.1.2 Termination for Insolvency.** Either Party may terminate this Agreement upon written notice if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver appointed.

**14.1.3 Termination for Convenience.** Client may terminate any Order or SOW for convenience upon thirty (30) days’ prior written notice, provided that Client shall pay for all Services performed and non-cancellable expenses incurred up to the effective date of termination.

**14.1.4 Effect of Termination.** Upon termination or expiration of this Agreement or any Order or SOW for any reason, all rights and licenses granted to Client under this Agreement shall immediately terminate, and Client shall cease all use of the Services and return or destroy Vendor materials as directed.

**14.1.5 DRAFT—Internal Use Only** Notwithstanding anything to the contrary, Vendor may suspend or terminate its Services immediately upon notice if Vendor reasonably determines that Client’s use of the Services (a) poses a security risk to Vendor or any third party; (b) may adversely impact Vendor’s ability to provide services to other customers; or (c) may subject Vendor or its Affiliates to liability or regulatory investigation.

**14.1.6 Survival.** All provisions by their nature intended to survive termination shall so survive.

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15. GOVERNING LAW; DISPUTE RESOLUTION

15.1 Choice of Law. This Agreement and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles. The Parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

15.2 Venue; Waiver of Jury Trial. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Wilmington, Delaware, and each Party irrevocably submits to such jurisdiction. Each Party hereby waives any right to a jury trial in any such proceeding.

15.3 Informal Dispute Resolution. Prior to the initiation of any formal proceeding, the Parties shall attempt in good faith to resolve any dispute hereunder through negotiations between executives with authority to settle the matter. If the Parties are unable to resolve the dispute within thirty (30) days, either Party may initiate legal proceedings.

15.4 Equitable Relief. Each Party acknowledges that a breach of Sections 8 or 9 may cause irreparable harm for which monetary damages are inadequate, and that the non-breaching Party shall be entitled to seek injunctive or other equitable relief without the necessity of posting bond.

15.5 Costs and Attorneys' Fees. The prevailing Party in any action arising from this Agreement shall be entitled to recover reasonable attorneys' fees and costs. For the avoidance of doubt, nothing herein limits either Party's right to seek interim relief.

15.6 Reserved.

15.6.1 No heading. The rights and remedies set forth in this Section 15 are cumulative and not exclusive of any rights or remedies provided by law or in equity.

15.6.2 Notwithstanding the foregoing, see § 21.4(c)(iv) for additional procedures relating to international dispute escalation. <sup>1</sup> Any Confidential Information retained in accordance with Section 8.1.2 must remain subject to the confidentiality obligations herein and may not be accessed except as required for compliance and audit purposes. (Obsolete: refer to § 17.6.2.)





[Sig-Block-α] \_\_\_\_\_ 15. GOVERNING LAW; DISPUTE RESOLUTION

15.1 Choice of Law. This Agreement, and any disputes or claims arising out of ~~it~~ relating to it, shall be governed by and construed under the laws of the State ~~of~~ Delaware, excluding its conflicts of law provisions; the United Nations Convention on Contracts for the International Sale of Goods shall not apply. 15.2 Venue; Waiver of Jury Trial. The Parties irrevocably submit to the ~~exclusive~~ jurisdiction of the state or federal courts located in Wilmington, Delaware, for all legal actions or proceedings arising out of this Agreement. Each Party knowingly and voluntarily waives the right to trial by jury in any such proceeding. 15.3 Informal Dispute Resolution. Prior to the commencement of any formal legal proceeding, the Parties agree to use commercially reasonable efforts to resolve any dispute through good faith negotiations between their respective executives with settlement authority. Should such negotiations fail to resolve the dispute within thirty (30) days of the initial written notice, either Party may initiate formal proceedings. 15.4 Equitable Relief. Each Party acknowledges that a breach or threatened breach of Sections 8 or 9 may cause irreparable harm to the non-breaching Party for which monetary damages are inadequate, and the non-breaching Party shall be entitled to seek injunctive or other equitable relief without the necessity of posting bond. 15.5 Costs and Attorneys' Fees. The prevailing Party in any action arising out of this Agreement shall be entitled to recover reasonable attorneys' fees and costs incurred. For the avoidance of doubt, nothing herein shall restrict either Party's right to seek interim relief. 15.6 Reserved. 15.7 The rights and remedies in this Section 15 are cumulative and in addition to any rights or remedies provided by law or equity. Notwithstanding the foregoing, see § 21.4(c)(iv) for additional procedures relating to international dispute escalation. CONFIDENTIAL – DRAFT 2024-06-28 – Page 9 of 12



16. TELECOM ANNEX 16.1 SMS and Voice. Vendor shall transmit SMS and voice communications solely in compliance with all applicable federal, state, and local laws, regulations, and carrier requirements; the Parties acknowledge that neither transmission nor delivery of any message is guaranteed and that transmission may be subject to carrier filtering, congestion, or other systemic constraints. For avoidance of doubt, Service Disruption includes any instance of delayed or undelivered Emergency Message (meaning, a message reasonably designated as “emergency” by Client and transmitted via Vendor’s Service). 16.2 Emergency Call Disclaimer. Vendor does not support or carry emergency calls (e.g., E911, 999, 112), and Client represents that it shall not use or permit use of the Service to provide or replace emergency call functionality. 16.3 Carrier Compliance. Client shall comply, and shall ensure its end users comply, with all applicable carrier codes of conduct, industry best practices (including CTIA guidelines), and any reasonable Vendor policies for message content, opt-in/opt-out, and user consent. Vendor reserves the right, but not the obligation, to suspend or block traffic in order to comply with carrier or regulatory requirements. 16.4 A2P Messaging. ■ As between the Parties, Client is solely responsible for obtaining and maintaining all necessary consents, licenses, and authorizations for application-to-person (“A2P”) messaging, including but not limited to short code registration and throughput compliance. 16.5 DRAFT—Internal Use Only For clarity, nothing in this Annex shall obligate Vendor to provide any service, support, or regulatory assistance not expressly set forth herein or in an applicable Order. CONFIDENTIAL – DRAFT 2024-06-28 – Page 10 of 12

17. COMMERCIAL ANNEX 17.1 Price Tiers.

	Monthly Volume	Per-Unit Price USD
Support SLA	0–100,000	\$0.008
Standard (8x5)	100,001–500,000	\$0.007
Enhanced (12x5)	500,001–2,500,000	\$0.006
Priority (24x7)	>2,500,000	\$0.005

17.2 SLA Metrics.

Metric	Target	Credit
API Uptime	≥ 99.95% monthly	10% monthly fee
Deliveries	≥ 97% w/in 60s	5% monthly fee
Support	≤ 2h response	3% monthly fee

17.3 Escalation Matrix.

Severity	Response Time	Escalation Contact
Critical	30 min	Director, Support Ops
High	2 hours	Manager, Support
Normal	8 hours	Support Desk

17.4 The credit remedies set forth in this Commercial Annex are **exclusive** with respect to service-level failures, except as otherwise provided in § 11.1 or § 12.3, and in no event shall **the** aggregate credits exceed 25% of the monthly fees for the applicable month.<sup>1</sup> <sup>1</sup> The credit limitations in this Section are subject to § 13.4, which is obsolete. CONFIDENTIAL – DRAFT 2024-06-28 – Page 11 of 12

18. SIGNATURE PAGE This Master Services Agreement, including all referenced Exhibits, Annexes, and Orders, is executed as of the Effective Date by the undersigned authorized representatives of the Parties. CLIENT: [Insert Client Legal Name] By:

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Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_ VENDOR: [Insert  
Vendor Legal Name] By: \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
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