

MASTER SERVICES AGREEMENT This Master Services Agreement (“Agreement”) is entered into by and between: AlphaCom, Inc., a Delaware corporation, with offices at 1200 Meridian Place, Wilmington, DE 19801 (“Provider”), and Bastion Networks LLC, a Delaware limited liability company, with offices at 400 Beacon Drive, Suite 900, Austin, TX 78702 (“Customer”). Effective Date: March 11, 2024 WHEREAS, Provider is engaged in the business of providing certain telecommunications and related managed services; and WHEREAS, Customer desires to engage Provider to render such services subject to the terms herein.

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1. DEFINITIONS

1.1 Key Terms. For purposes of this Agreement, the following defined terms apply in addition to those defined elsewhere: (a) “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” denotes the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interests of such entity. (b) “Business Day” refers to any day other than a Saturday, Sunday, or federal holiday observed in the United States. (c) “Confidential Information” is defined in § 6.2 below. (d) “Order” means a mutually executed ordering document, including any Statement of Work (“SOW”), referencing this Agreement and specifying the Services to be provided.

1.2 Additional Definitions. (a) “Services” shall mean the services and deliverables provided by Provider to Customer under this Agreement, as described in each Order or SOW. (b) “CPNI” has the meaning set forth in § 6.1. (c) “Force Majeure Event” means any event or circumstance beyond the reasonable control of the affected Party, including acts of God, acts of government, labor disturbances, internet or utility failures, or cyberattacks. (d) “Data Protection Laws” means all applicable laws and regulations relating to the privacy, confidentiality, or security of personal data or personally identifiable information.

2. SCOPE OF SERVICES

2.1 Service Provision. Provider agrees to provide, and Customer agrees to receive, the Services specified in each Order, subject to the terms and conditions of this Agreement, provided that Provider reserves the right to subcontract portions of the Services to its Affiliates or qualified third-party vendors, provided further that Provider remains responsible for the performance of such subcontractors.

2.2 Modification of Services. Provider may, upon thirty (30) days’ prior written notice to Customer, modify, replace, or discontinue any feature, function, or component of the Services, provided such modification does not materially degrade the core functionality of the Services as described in the applicable Order or SOW, except where required by law or regulation.

2.3 No Exclusivity. Nothing in this Agreement shall be construed to restrict either Party from entering into similar agreements with third parties for services substantially similar to those provided hereunder.

3. ORDERS AND STATEMENTS OF WORK

3.1 Ordering Procedure. Each Order or SOW shall be subject to all terms and conditions of this Agreement and, upon execution by both Parties, shall be incorporated herein by reference; in the event of any conflict, the terms of the Order or SOW shall prevail with respect to the Services described therein, except as otherwise expressly set forth herein.

3.2 Changes to SOWs. Either Party may propose changes to any SOW, which shall become effective only upon written agreement by both Parties; unless and until such written agreement is executed, the Parties shall continue to perform their respective obligations under the existing SOW.

3.3 § 3.3 intentionally omitted.

4. FEES AND TAXES

4.1 Fees. Customer shall pay all fees as set forth in the applicable Order or SOW; unless otherwise agreed, such fees are non-cancelable and non-refundable except as expressly provided in this Agreement.

4.2 Invoicing and Payment Terms. Provider shall invoice Customer monthly in arrears or as otherwise stated in the Order; invoices are due net thirty (30) days from the date of receipt, subject to bona fide disputes which must be raised in writing before the payment due date, in which event Customer shall pay all non-disputed amounts and the Parties shall cooperate in good faith to resolve such dispute within fifteen (15) days.

4.3 Taxes. All fees are exclusive of federal, state, local, and foreign taxes, levies, duties, or similar assessments, including value-added, sales, use, or withholding taxes (“Taxes”). Customer shall be responsible for all such Taxes imposed on its purchase or use of the Services, except for taxes based on Provider’s net income, property, or employment.

5. SERVICE LEVELS AND CREDITS

5.1 Service Levels. Provider shall deliver the Services in accordance with the service levels set forth in Annex B (the “SLAs”), subject to scheduled maintenance, Force Majeure Events, and exclusions specified in such Annex. Notwithstanding the foregoing, Provider’s failure to meet the SLAs as a result of Customer’s acts or omissions, or those of its Affiliates, agents, or users, or any scheduled or emergency maintenance, shall not constitute a breach of this Agreement.

5.2 Credits. If Provider fails to meet any applicable SLA, Customer’s sole and exclusive remedy—subject to the limitations set forth herein and in Annex B—shall be the service credits described in Annex B, provided that (a) Customer notifies Provider in writing of the event giving rise to such credit within ten (10) Business Days of its occurrence, (b) Customer’s account is fully paid up and otherwise in good standing, and (c) credits for any given month shall in no event exceed twenty percent (20%) of the fees allocable to the affected Service for such month. Service credits will be applied to subsequent invoices and are not redeemable for cash or other consideration unless expressly agreed.

5.3 Limitations. Service credits shall not apply to any Service interruption or degradation caused by (i) acts or omissions of Customer or its contractors, (ii) failures of third-party networks or equipment not under Provider’s direct control, or (iii) events of Force Majeure. Customer’s acceptance of a service credit constitutes a waiver of any claim for damages or other remedies arising from the same event.

5.4 Sole Remedy. Except for termination rights expressly set forth herein, the remedies described in this § 5 are Customer’s sole and exclusive remedies for any failure to meet the SLAs.

6. SECURITY AND CPNI

6.1 Security. Provider shall maintain commercially reasonable administrative, technical, and physical safeguards designed to prevent unauthorized access to or disclosure of Customer data, including Customer Proprietary Network Information (“CPNI”), as that term is defined by applicable telecommunications law, but excluding data (a) in transit over non-Provider-controlled networks, or (b) subject to Customer’s configuration or operation of the Services.

6.2 Confidentiality. Each Party (“Recipient”) shall hold in strict confidence all non-public information, including but not limited to business plans, technical data, and pricing, disclosed by or on behalf of the other Party (“Discloser”) in connection with this Agreement (“Confidential Information”), and shall use such information solely for the purpose of performing its obligations under this Agreement, except to the extent otherwise required by law or expressly authorized in writing by Discloser; provided, however, that Recipient may disclose Confidential Information to its employees, Affiliates, and contractors on a need-to-know basis, subject to obligations of confidentiality at least as restrictive as those herein.

6.3 Exclusions. Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of Recipient; (b) was in Recipient’s lawful possession prior to disclosure by Discloser; (c) is received from a third party with no duty of confidentiality; or (d) is independently developed by Recipient without use of or reference to Discloser’s Confidential Information.

6.4 Disclosure by Law. If

Recipient is required by law, regulation, or court order to disclose any Confidential Information, Recipient shall, to the extent legally permitted, provide Discloser prompt written notice thereof and cooperate with Discloser, at Discloser's expense, in seeking a protective order or other appropriate remedy.

7.1 Data Privacy. Provider shall process personal information strictly in accordance with the Data Protection Laws and the data processing addendum (if any) attached as Annex C; Customer acknowledges and agrees that Provider is not responsible for the security of data transmitted over networks not controlled by Provider.

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8. COMPLIANCE AND EXPORT 8.1 Compliance with Laws. Each Party shall comply with all applicable federal, state, local, and international laws, statutes, and regulations in connection with its performance under this Agreement, including but not limited to those governing telecommunications, export control, and anti-corruption. 8.2 Export Controls. Customer shall not, directly or indirectly, export, re-export, or transfer any product, software, or technical data provided under this Agreement to any country or individual prohibited by applicable export control laws or regulations, including but not limited to U.S. Export Administration Regulations, without obtaining all required government authorizations. 8.3 Anti-Corruption. Neither Party, nor any of its respective Affiliates, officers, employees, or agents, shall, in connection with this Agreement, offer, pay, promise, or authorize the giving of money or anything of value to any government official or any other person for the purpose of improperly influencing any act or decision or securing any improper advantage. 8.4 Compliance Documentation. Upon reasonable written request and no more than once per twelve (12) month period, Provider shall furnish to Customer written certification of its compliance with the obligations set forth in this Section 8, provided that Provider shall not be required to disclose confidential, proprietary, or competitively sensitive information. 9. INDEMNIFICATION 9.1 Indemnification by Provider. 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 damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any third-party claim alleging that the Services infringe any valid intellectual property right of such third party, provided that Customer: (a) promptly notifies Provider in writing of any such claim; (b) grants Provider sole control over the defense and settlement of such claim; and (c) cooperates in good faith with Provider's defense of the claim. 9.2 Exclusions. Provider's obligations under § 9.1 shall not apply to the extent that the alleged infringement arises from (i) Customer's combination of the Services with other products, services, or materials not supplied by Provider, (ii) modification of the Services by any party other than Provider, or (iii) Customer's continued use of the Services after being notified of the alleged or actual infringement, where the infringement would have been avoided but for such continued use. 9.3 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Provider and its Affiliates, and their respective officers, directors, employees, and agents, from and against any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any third-party claim relating to or arising from (a) Customer's breach of this Agreement, or (b) Customer's use of the Services in violation of law or third-party rights. 9.4 Procedure. The indemnified Party shall provide prompt written notice of any claim, permit the indemnifying Party to control the defense and settlement (provided that no settlement admitting fault or imposing non-monetary obligations shall be entered into without the indemnified Party's prior written consent, not to be unreasonably withheld), and provide such cooperation as the indemnifying Party may reasonably request. 10. LIMITATION OF LIABILITY 10.1 Cap on Damages. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF § 6 (CONFIDENTIALITY), OR OBLIGATIONS UNDER § 9 (INDEMNIFICATION), OR CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. 10.2 Exclusion of Certain Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO

THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 10.3 Exceptions. The foregoing limitations (a) do not apply to liability for death or bodily injury caused by a Party's negligence, (b) shall apply to the maximum extent permitted by applicable law, and (c) are fundamental inducements to the Parties entering ■nt■ this Agreement.

11. INSURANCE 11.1 Insurance Requirements. Provider shall maintain at its own expense, for the duration of this Agreement and for a period of not less than two (2) years thereafter, the following minimum insurance coverages ■ with insurers rated A- or higher by A.M. Best: (a) Commercial General Liability—\$5,000,000 per occurrence; (b) Errors & Omissions (Professional Liability)—\$5,000,000 per claim; (c) Cyber Liability—\$5,000,000 per claim; and (d) Workers' Compensation as required by law. Upon written request, Provider shall furnish certificates of insurance evidencing such coverage and providing for no less than thirty (30) days' advance written notice of cancellation or material change. 12. TERM AND TERMINATION 12.1 Term. The initial term of this Agreement shall commence on the Effective Date and continue for three (3) years, unless earlier terminated in accordance with this Section 12. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. 12.2 Termination for Cause. Either Party may terminate this Agreement or any affected Order or SOW upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) ■ days following written notice thereof, except that for non-payment, the cure period shall be ten (10) days. 12.3 Termination for Insolvency. A Party may terminate this Agreement immediately upon written notice if the other Party: (a) becomes insolvent, (b) files or has filed against it a petition in bankruptcy or for reorganization (which, if involuntary, is not dismissed within sixty (60) days), or (c) makes a general assignment for the benefit of creditors. 12.4 Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) all amounts owed to Provider for Services performed prior to termination shall become immediately due and payable, (b) each Party shall return or destroy the Confidential Information of the other Party in its possession, and (c) all rights and licenses granted to Customer hereunder shall immediately terminate, except that Customer may retain reasonable copies of documentation for recordkeeping purposes subject to ongoing confidentiality obligations. 12.5 Survival. The rights and duties of the Parties under § 1 (Definitions), § 4.3 (Taxes), § 6 ■ (Confidentiality), § 9 (Indemnification), § 10 (Limitation of Liability), § 12.4 (Effect of Termination), and § 13 (Governing Law) shall survive expiration or termination of this Agreement. 13. GOVERNING LAW AND VENUE 13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in New Castle County, Delaware, and each Party irrevocably submits to the jurisdiction and venue of such courts. 13.2 Jury Waiver. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. 14. NOTICES 14.1 Notices. All notices required or permitted under this Agreement shall be in writing and delivered by hand, sent by nationally recognized overnight courier, or mailed by certified mail, return receipt ■ requested, to the addresses set forth in the preamble, or to such other address as either Party may designate by notice to the other in accordance with this Section. Notices shall be deemed given (a) when delivered if by hand, (b) on the date indicated as delivered by the courier if sent by overnight courier, or (c) three (3) Business Days after mailing if sent by certified mail. 15. MISCELLANEOUS 15.1 Assignment. Neither Party may assign or transfer this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party, except that either Party may assign this Agreement to an Affiliate or

in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that such assignment does not expand the scope of the Services or Customer's obligations. 15.2 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, ■ benefit, or remedy of any nature whatsoever under or by reason of this Agreement. 15.3 Waiver; Severability. No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified or interpreted to the minimum extent necessary to render it valid and enforceable, and the remainder of this Agreement shall continue in full force and effect. 15.4 Entire Agreement. This Agreement (including 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, understandings, negotiations, and discussions, whether oral or written. 15.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. (see § 21.4(c)(iv) for additional provisions regarding survivability of certain telecom obligations)

