

[Sig-Block-α] \_\_\_\_\_ MASTER SERVICES AGREEMENT between APEX INFRASTRUCTURE SOLUTIONS, INC. a Delaware corporation (“Provider”) and BRIDGEPOINT ENTERPRISES LLC a Texas limited liability company (“Client”) Effective Date: June 24, 2024 This Master Services Agreement (“Agreement”) is entered into by and between Provider and Client as of the Effective Date. WHEREAS, Provider offers certain telecommunications, data processing, and managed IT services; and WHEREAS, Client desires to obtain such services from Provider on the terms set forth herein.

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1. DEFINITIONS

1.1 Certain capitalized terms are defined in this Section, and others may be defined elsewhere in this Agreement or in any Statement of Work (“SOW”). “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. “Business Day” means a day other than a Saturday, Sunday, or U.S. federal holiday. “Confidential Information” means information disclosed by one party to the other, whether in oral, written, electronic, or other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. “Data Protection Laws” means all applicable laws and regulations regarding the processing, protection, or privacy of personal data. “Fees” means amounts payable by Client to Provider for Services as set forth in an applicable SOW or Order Form. “Force Majeure Event” refers to an event beyond a party’s reasonable control, including acts of God, natural disasters, labor disputes, governmental actions, or internet outages. “Order Form” means any ordering document executed by the parties referencing this Agreement and describing Services to be provided. “Service Disruption” shall have its commonly understood meaning; for clarity, such term is not further defined in this Agreement but is used in Sections 5 and 12. “Term” means the period commencing on the Effective Date and continuing as provided in Section 13. “Territory” means the United States and its territories unless otherwise specified in an SOW. “Third Party” means any person or entity other than the parties or their Affiliates. The term “including” means “including without limitation.”

1.2 Scope Provider shall provide to Client the services, deliverables, and related obligations described in this Agreement and each SOW executed hereunder (collectively, the “Services”). Services shall be performed in accordance with applicable laws and with such standards of skill and care as are consistent with prevailing industry practices.

1.3 Order of Precedence In the event of any conflict among the documents comprising this Agreement, the following order of precedence shall apply: (a) amendments signed by both parties; (b) this Agreement; (c) any annexes or exhibits; (d) SOWs or Order Forms. For clarity, the Commercial Annex prevails over SOWs solely with respect to pricing tiers.

1.4 SOW Process Each SOW shall specify the Services, deliverables, milestones, Fees, and other relevant terms. No SOW shall be effective unless signed by authorized representatives of both parties. The parties may execute multiple SOWs under this Agreement, each of which shall be governed by the terms and conditions herein.

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DELIVERABLES 2.1 Initiation of Services Provider shall commence performance of Services upon execution of an applicable SOW or Order Form. All timelines and milestones shall be as set forth in the relevant SOW. 2.2 Changes to Services Either party may propose changes to the scope, schedule, or Fees for any SOW. Any such changes shall be effective only upon execution of a written amendment signed by both parties. Provider shall use commercially reasonable efforts to accommodate requested changes, subject to resource availability and impact on Fees or timelines. 2.3 Client Obligations Client shall: (a) provide Provider with timely access to personnel, facilities, systems, and information as reasonably required for Provider's performance of the Services; (b) perform any responsibilities specified in an applicable SOW; (c) ensure its personnel and third parties acting on its behalf comply with the terms of this Agreement.<sup>1</sup> 2.4 Subcontracting Provider may engage subcontractors to perform Services, provided that Provider remains responsible for the performance of such subcontractors. Provider shall ensure that all subcontractors are bound by obligations of confidentiality and data protection at least as protective as those set forth herein. 2.5 Acceptance Deliverables shall be deemed accepted upon the earlier of: (a) written acceptance by Client; or (b) ten (10) Business Days after delivery if Client has not provided written notice of material non-conformance describing the specific deficiencies. If Client provides ■ such notice, Provider shall use reasonable efforts to cure any deficiencies and resubmit the deliverable for acceptance. 2.6 Section 2.6 intentionally omitted.

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3.1 Fees Client shall pay Provider the Fees specified in each SOW or Order Form in accordance with the payment terms set forth therein. All Fees are ~~■x■~~lus~~■v■~~ of taxes unless otherwise indicated. 3.2 Invoicing and Payment Terms Provider shall invoice Client monthly in arrears, unless otherwise specified in an SOW. Payment of undisputed amounts is due within thirty (30) days of the invoice date. Disputed amounts must be identified in writing within fifteen (15) days of receipt of invoice, and the parties shall cooperate in good faith to resolve any disputes promptly. 3.3 Taxes Client is responsible for all sales, use, value-added, withholding, or similar taxes imposed by any governmental authority in connection with the Services, other than taxes based on Provider's net income. If Provider is required by law to collect or remit any such taxes, Provider may invoice Client for such taxes and Client shall pay the invoiced amount promptly. 3.4 Expenses Reasonable out-of-pocket expenses incurred by Provider in the performance of Services, if pre-approved in writing by Client and supported by appropriate documentation, shall be reimbursed by Client. 3.5 No Setoff Client shall not withhold payment of any amounts due and payable hereunder by reason of any setoff of any claim or dispute with Provider, whether relating to Provider's breach, bankruptcy, or otherwise. 4. SERVICE LEVELS AND CREDITS 4.1 Service Levels Provider shall use commercially reasonable efforts to meet the service levels set forth in the Commercial Annex ("SLAs"). If Provider fails to meet an applicable SLA, Client's sole remedy shall be the service credits described in the Commercial Annex, except as otherwise provided herein. 4.2 Service Credits Service credits shall be calculated as specified in the Commercial Annex and applied to the next invoice following confirmation of the SLA shortfall. Service credits are not cumulative and shall not exceed, in the aggregate, ten percent (10%) of the Fees payable for the affected Service in any calendar quarter. 4.3 Exclusions Service credits shall not apply to failures caused by: (a) force majeure events; (b) acts or omissions of Client or its agents; (c) scheduled maintenance; or (d) suspension of Services as permitted under this Agreement.

CONFIDENTIAL – DRAFT 2024-06-24 – Page 4 of 12 <sup>1</sup> Client shall at all times maintain adequate technical and organizational measures to protect Provider's Confidential Information against unauthorized access, loss, or alteration. Failure to comply with this obligation shall constitute a material breach of this Agreement; see § 9.2 and § 14.3.

[Sig-Block-α] \_\_\_\_\_ 6. CONFIDENTIALITY & DATA PROTECTION 6.1 Confidentiality Obligations Each party (“Recipient”) receiving Confidential Information (as defined below) from the other (“Discloser”) shall: (a) use at least the same degree of care as it uses to protect its own confidential or proprietary information of like kind, but in no event less than reasonable care; (b) use Confidential Information solely to perform obligations or exercise rights under this Agreement; (c) restrict access to Confidential Information to employees, agents, or subcontractors with a need to know for such purpose and who are bound by substantially similar obligations of confidentiality. “Confidential Information” means all nonpublic information disclosed by a party, whether in oral, written, electronic or other form, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including business, technical, pricing, personnel and customer data, and any information relating to product plans, inventions, processes, or trade secrets. 6.2 Exceptions Confidential Information does not include, and the obligations herein shall not apply to, any information that: (a) is or becomes publicly available through no breach of this Agreement; (b) is independently developed by the Recipient without reference to the Discloser’s Confidential Information; (c) is lawfully received by Recipient from a Third Party without restriction; or (d) is approved for release by written authorization of Discloser. 6.3 Compelled Disclosure If Recipient is required by law, regulation, or valid court order to disclose Confidential Information, Recipient may do so ■ provided it gives Discloser prompt written notice (to the extent permitted by law) and reasonably cooperates, at Discloser’s expense, in any effort to seek protective treatment. 6.4 Data Security Provider shall implement and maintain appropriate administrative, technical, and physical safeguards designed to (a) protect Confidential Information against unauthorized access, loss, or disclosure, and (b) ensure the security and integrity of the Services, in accordance with industry standards and any requirements set forth in the Telecom Annex. 6.5 Data Protection and Privacy To the extent Provider processes Client Personal Data subject to Applicable Data Protection Laws, Provider shall: (a) process such data only on documented instructions from Client; (b) implement technical and organizational measures appropriate to the risk; (c) notify Client without undue delay after becoming aware of a Data Breach affecting Client Personal Data; and (d) provide reasonable assistance to Client in fulfilling its obligations relating to data subject requests and security incidents. 6.6 Return or Destruction Upon the earlier of termination or expiration of this Agreement, or upon written request, each Recipient shall promptly return or destroy all Confidential Information, except as required to be retained by law or for archival purposes in accordance with its standard data retention policies, provided, however, that any retained Confidential Information remains subject to the obligations herein. 6.7 Survival The obligations under this § 6 shall survive for ■ period of five (5) years following the termination or expiration of this Agreement, except that obligations relating to trade secrets shall survive as long ■ as such information constitutes a trade secret under applicable law. 6.8 Section 6.8 intentionally omitted. CONFIDENTIAL – DRAFT 2024-06-24 – Page 5 of 12

**7. INTELLECTUAL PROPERTY**

**7.1 Ownership** Except as expressly set forth herein, each party retains all right, title, and interest in and to its pre-existing intellectual property, including all inventions, works of authorship, trade secrets, know-how, methodologies, software, and materials. Provider shall retain all intellectual property rights in any tools, utilities, scripts, or software developed independently of the Services, even if provided to Client in connection therewith, except for any Client Data or Client Materials.

**7.2 License to Deliverables** Subject to Client's timely payment of all Fees due under this Agreement, Provider hereby grants to Client a non-exclusive, non-transferable, royalty-free, worldwide license to use, copy, and modify the Deliverables solely for Client's internal business purposes, excluding any embedded third-party components subject to separate license terms.

**7.3 Feedback** Client hereby grants Provider a perpetual, irrevocable, worldwide, royalty-free license to use, incorporate, and otherwise exploit any suggestions, feedback, or recommendations provided by Client relating to the Services, provided such use does not identify Client or disclose any Client Confidential Information.

**7.4 Third-Party Materials** If the Services include or rely on any third-party materials, software, or data, Provider shall identify such materials and applicable license terms in the relevant SOW, and Client's use shall be subject to such terms. Provider makes no representations or warranties with respect to third-party materials except as expressly set forth in the applicable SOW.

**7.5 Reservation of Rights** Nothing in this Agreement shall be construed to transfer, assign, or license any intellectual property rights except as expressly provided herein. All rights not expressly granted are reserved by the respective party.

**7-B-iii. Emergency Message Definition** ("Emergency Message" means any communication sent by or on behalf of Client that is intended to alert, warn, or inform recipients of situations posing imminent threat to health, safety, or property, including but not limited to government-mandated notifications, public safety alerts, and critical infrastructure warnings.)

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**8. INDEMNITY**

**8.1 Mutual Indemnification** Each party (“Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its Affiliates, and their respective officers, directors, employees, and agents (“Indemnified Parties”) from and against any and all third-party claims, actions, suits, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) bodily injury or death caused by the Indemnifying Party’s gross negligence or willful misconduct; (b) the Indemnifying Party’s material breach of this Agreement; or (c) the Indemnifying Party’s violation of applicable law.

**8.2 IP Infringement** Provider shall, at its expense, defend, indemnify, and hold harmless Client Indemnified Parties against any third-party claim alleging that the Services or Deliverables infringe any intellectual property right of a third party, except to the extent such claim arises from: (a) Client Data or Materials; (b) modifications not made by Provider; or (c) use of the Services in combination with products or services not provided by Provider.

**8.3 Indemnification Procedures** Promptly after learning of any claim subject to indemnification, the Indemnified Party shall notify the Indemnifying Party in writing, provided that any delay shall not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced thereby. The Indemnifying Party shall have sole control over the defense and settlement of the claim, except that it may not settle any claim that imposes any liability or obligation on the Indemnified Party without its prior written consent (not to be unreasonably withheld). The Indemnified Party shall reasonably cooperate with the Indemnifying Party, at the Indemnifying Party’s expense, in the defense of any such claim.

**8.4 Exclusive Remedy** The indemnification obligations set forth in this § 8 constitute the sole and exclusive remedy of the parties with respect to third-party claims described in this section, except where otherwise expressly provided herein or required by law.

**8.5** Section 8.5 intentionally omitted. **CONFIDENTIAL – DRAFT**

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**9. LIMITATION OF LIABILITY** Notwithstanding any provision of this Agreement to the contrary, and except for amounts payable in connection with either party's indemnification obligations under § 8 or for liability arising from a party's gross negligence, willful misconduct, or breach of its confidentiality or data protection obligations, in no event shall either party be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of profits, loss of business, loss of data, or loss of use, whether based on contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages, provided, however, that nothing herein shall limit (i) Client's payment obligations for Services actually rendered, or (ii) either party's liability for death or personal injury caused by its gross negligence, except where such liability cannot be excluded or limited by applicable law, and, en outre, la responsabilité totale de chaque partie à l'égard de toute réclamation, cause d'action ou dommage découlant de ou lié au présent Contrat, qu'elle soit contractuelle, délictuelle (y compris la négligence), objective ou autre, ne dépassera en aucun cas, au total cumulé pour toute la Durée, le montant effectivement payé ou dû par le Client au Prestataire au titre des Services ayant donné lieu à la réclamation au cours des douze (12) mois précédant immédiatement l'événement à l'origine de la réclamation, provided further, notwithstanding the foregoing, that neither party excludes or limits liability for fraud, and in the event of a Service Disruption as defined in § 13.2, the aggregate cap herein shall not apply to direct damages resulting solely from such Service Disruption, except to the extent required by law, and the parties hereby acknowledge and agree that the limitations set forth in this Section shall apply even if any limited remedy fails of its essential purpose, provided, toujours sous réserve de ce qui précède, que toute responsabilité contractuelle découlant d'une violation de l'annexe Télécom est soumise à un plafond séparé, tel que précisé dans ladite annexe, et que toute divergence ou incohérence entre cette Section et toute autre disposition relative à la limitation ou à l'exclusion de responsabilité dans un SOW ou une annexe doit être résolue en faveur de la présente Section, sauf indication expresse contraire dans l'annexe Commerciale, et les parties conviennent que les présentes exclusions et limitations de responsabilité constituent une répartition fondamentale des risques dans le cadre du présent Contrat.

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**14. TERM AND TERMINATION** 14.1 The initial term of this Agreement (“Initial Term”) shall commence on the Effective Date and continue for three (3) years unless terminated earlier in accordance with this Agreement. Thereafter, the Agreement shall automatically renew for additional one (1) year periods (each, a “Renewal Term”) unless either party provides written notice of non-renewal not less than ninety (90) days prior to the expiration of the then-current term. 14.2 Either party may terminate this Agreement immediately upon written notice if the other party (a) materially breaches any obligation hereunder and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach, (b) becomes insolvent or the subject of any bankruptcy or similar proceeding, or (c) ceases to conduct business in the ordinary course.<sup>1</sup> 14.3 DRAFT—Internal Use Only Upon expiration or termination of this Agreement for any reason, (a) all rights and licenses granted hereunder shall immediately cease, except as provided in § 14.5 below; (b) each party shall promptly return or destroy all Confidential Information of the other party in its possession or control, subject to any retention obligations required by law; and (c) Provider shall deliver to Client, at Client’s expense and in a format reasonably specified by Client, all Client Data and any Deliverables not previously provided, provided that the foregoing shall not apply to data that Provider is required by law to retain or that is subject to bona fide legal hold. 14.4 Notwithstanding § 14.3, if Client terminates this Agreement for Provider’s uncured material breach, Provider shall refund to Client any prepaid, unearned fees for Services not performed as of the effective date of termination, subject to any applicable setoffs. 14.5 The following provisions shall survive expiration or termination: §§ 1, 7, 8, 9, 10, 12, 13, 14.5, 15, and 21.4(c)(iv), as well as all provisions that, by their nature, should survive to give effect to their terms. <sup>1</sup>Obsolete cross-reference: See § 4.3(b), which was deleted in Amendment No. 2. CONFIDENTIAL – DRAFT 2024-06-24 – Page 10 of 12

**15. GOVERNING LAW; DISPUTES** 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. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware, and waives any objection to venue or forum non conveniens. 15.2 In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall use commercially reasonable efforts to resolve such dispute amicably through escalation to their respective senior management. If the dispute cannot be resolved within thirty (30) days following such escalation, either party may initiate litigation in accordance with § 15.1, provided, however, that either party may seek injunctive or equitable relief at any time to prevent irreparable harm. 15.3 EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT. 15.4 Any claim arising under or relating to this Agreement must be brought within two (2) years after the cause of action accrues, except that claims for non-payment of fees may be brought at any time during the applicable statute of limitations period. 15.5 For the avoidance of doubt and without limitation, the provisions of § 9 (Limitation of Liability) and § 10.2 (IP Infringement) shall apply *mutatis mutandis* to any dispute resolution proceeding hereunder. 15.6 See § 21.4(c)(iv) regarding Client's audit rights.

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ANNEX A – TELECOMMUNICATIONS SERVICES A1.1 Provider shall comply with all applicable federal, state, and industry-specific regulations governing the transmission of SMS, MMS, voice, and other telecommunications traffic, including but not limited to the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, CPNI requirements, and CTIA Messaging Principles. A1.2 Emergency-Call Disclaimer. Provider does not support or facilitate access to emergency services (e.g., 911, E911) via the Services. CLIENT ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS AND THAT USE OF THE SERVICES FOR SUCH PURPOSES IS STRICTLY PROHIBITED. A1.3 Carrier Compliance. Provider shall implement reasonable efforts to ensure that all telecommunications traffic is routed through legally compliant carriers and aggregators, and shall monitor for and address, in good faith, any carrier notices relating to SPAM, phishing, or network abuse. In the event of a Service Disruption caused by a carrier block or network event, Provider shall use commercially reasonable efforts to restore Services as promptly as practicable. A1.4 A2P Messaging Duties. Client shall not initiate or permit the transmission of (a) unsolicited or unlawful messages; (b) content prohibited by applicable law or carrier guidelines; (c) content that infringes third-party intellectual property rights; or (d) messages relating to emergency services, except as expressly permitted in writing by Provider. A1.5 In the event of a conflict between this Annex and the main body of the Agreement, the provisions of this Annex shall govern solely with respect to Telecommunication Services. A1.6 The Parties agree that the obligations set forth in § A1.3 above shall be subject to the limitation of liability set forth in § 9, except that the aggregate liability for claims arising solely out of a breach of this Annex shall not exceed USD 1,000,000. A1.7 Each party shall cooperate in good faith to investigate and remediate any suspected security incident or regulatory inquiry relating to telecommunications traffic, and shall promptly notify the other party of any such incident or inquiry to the extent permitted by law. CONFIDENTIAL – DRAFT 2024-06-24 – Page 12 of 12