

MASTER SERVICES AGREEMENT This Master Services Agreement (“Agreement”) is entered into as of March 18, 2024 (the “Effective Date”) by and between: (a) Global CPaaS Provider, Inc., a Delaware corporation having its principal place of business at 1000 Carrier Avenue, New York, NY 10022 (“Provider”); and (b) Customer Enterprises LLC, a Delaware limited liability company having its principal place of business at 200 Market Street, San Francisco, CA 94103 (“Customer”). Each of Provider and Customer may be referred to herein as a “Party” and collectively as the “Parties.” **RECITALS:** WHEREAS, Provider is engaged in the business of providing global cloud communications services, including but not limited to SMS, voice, and related application programming interfaces (“APIs”); and WHEREAS, Customer desires to obtain, and Provider desires to provide, such services under the terms and conditions set forth herein.

1. Definitions. Certain capitalized terms used in this Agreement shall have the meanings set forth in this Section 1 or elsewhere herein, and additional definitions may appear in the Telecom Annex or Commercial Annex, each of which is incorporated by reference. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such entity. "Order Form" refers to any mutually executed document referencing this Agreement and detailing the Services to be provided. "Services" means those communications services, APIs, and related support provided by Provider pursuant to this Agreement and any Order Form or Statement of Work ("SOW"). "Applicable Law" means all laws, rules, regulations, and governmental requirements applicable to a Party's ██████████ under this Agreement, including export control, anti-bribery, and privacy laws. "Confidential Information" means any non-public, proprietary, or confidential data, know-how, or business information disclosed by one Party to the other, whether orally or in writing, and whether marked as confidential or not, except that Confidential Information does not include information that (a) is or becomes ██████████ to the public other than as a result of a disclosure by the receiving Party, (b) is or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party, or (c) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

2. Scope of Services. Subject to the terms and conditions of this Agreement, Provider shall provide, and Customer may access and use, the Services described in the applicable Order Forms or SOWs executed by the Parties from time to time. The scope of Services may include, without limitation, outbound and inbound SMS, voice transmission, number lookup, messaging APIs, and related support, the particular features and functionalities of which shall be specified in the relevant Order Form or SOW. Provider shall use commercially reasonable efforts to deliver the Services in accordance with the Service Level Agreements ("SLAs") set forth in the Commercial Annex, provided that Customer acknowledges that certain aspects of the Services may depend on third-party carriers or other external factors beyond Provider's reasonable control, and that Provider's obligations with respect to such aspects are subject to such dependencies. Nothing herein shall obligate Customer to purchase any minimum volume of Services unless expressly set forth in an Order Form, nor shall Provider be required to provide any services or features not expressly described in the applicable Order Form.

3. Orders, Statements of Work. Each Order Form or SOW executed by the Parties and referencing this Agreement shall be deemed incorporated herein by reference, and shall specify, at a minimum, the scope and description of the Services, applicable pricing, term, and any special conditions. In the event of a conflict between the terms of an Order Form or SOW and this Agreement, the terms of this Agreement shall govern, except to the extent the Order Form or SOW expressly states otherwise with reference to the specific section(s) of this Agreement to be superseded. Order Forms and SOWs may be amended or supplemented only by written instrument executed by both Parties; Customer's signature of a purchase order or similar document shall not modify or supplement the terms hereof unless signed by an authorized representative of Provider. Provider may accept or reject any proposed Order Form or SOW in its sole discretion, provided that Provider shall not unreasonably withhold acceptance of any Order Form or SOW that conforms to the terms of this Agreement and Provider's then-current policies.

4. Fees and Taxes. Customer shall pay all fees and charges for the Services as set forth in the applicable Order Form or Commercial Annex. Unless otherwise expressly stated, all fees are exclusive of applicable taxes, levies, and assessments, including but not limited to federal, state, local, and foreign sales, use, value-added, goods and services, excise, or similar taxes (collectively, "Taxes"); Customer shall be responsible for payment of all such Taxes, other than taxes based on Provider's net income, employment, or property. Provider shall invoice Customer monthly in arrears, unless otherwise specified in the applicable Order Form, and Customer shall remit payment in U.S. dollars within thirty (30) days following the invoice date, without any deduction or setoff, except to the extent required by Applicable Law. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, calculated daily and compounded monthly, and Provider may suspend Services for non-payment upon written notice if Customer fails to cure such non-payment within ten (10) days after receipt of notice thereof; provided, however, that such suspension shall not relieve Customer of its payment obligations hereunder.

5. Service Levels and Credits. Provider will use commercially reasonable efforts to meet or exceed the SLA targets specified in the Commercial Annex, subject to the exclusions and limitations set forth therein. In the event that Provider fails to meet an applicable SLA in a given calendar month, Customer may be eligible for service credits as the sole and exclusive remedy for such failure, calculated as provided in the Commercial Annex, provided that Customer notifies Provider in writing of the alleged SLA failure within thirty (30) days after the end of such month. Service credits shall be applied against future invoices and shall not be redeemable for cash, nor shall they exceed, in the aggregate, twenty percent (20%) of the monthly fees payable by Customer for the affected Service for the month in which the SLA failure occurred. Provider shall have no obligation to provide service credits where any failure to meet an SLA results from (a) Customer's acts or omissions, (b) scheduled maintenance or emergency maintenance, (c) force majeure events, or (d) failures of third-party networks or carriers outside Provider's reasonable control.

6. Security; CPNI. Provider shall implement and maintain industry-standard technical and organizational measures designed to protect the security, integrity, and confidentiality of Customer Data, including but not limited to any Customer Proprietary Network Information ("CPNI") as defined by Applicable Law. Provider shall notify Customer without undue delay, and in any event within seventy-two (72) hours, upon becoming aware of any unauthorized access to or disclosure of Customer Data in Provider's possession or control, and shall cooperate with Customer as reasonably necessary to mitigate any adverse effects of such incident. Provider shall not access, use, or disclose Customer Data except as necessary to perform its obligations under this Agreement, to comply with Applicable Law, or with Customer's prior written consent. Customer acknowledges that Provider's security measures may be subject to modification from time to time to address evolving threats or technological developments, provided that such modifications do not materially diminish the overall level of security provided.

7. Compliance with Law; Export. Each Party shall comply with all Applicable Law in connection with the performance of its obligations under this Agreement, including, without limitation, all applicable data privacy and security regulations, anti-spam laws (such as the Telephone Consumer Protection Act and CAN-SPAM Act), and U.S. and foreign export control laws and regulations. Without limiting the foregoing, Customer shall not, and shall not permit any third party to, access or use the Services in violation of any [REDACTED] embargo, export, or re-export restriction or sanction imposed by the United States government or other applicable jurisdiction, nor shall Customer transmit through the Services any content that is unlawful, infringing, harassing, or otherwise [REDACTED] by Applicable Law. Provider may suspend or terminate Customer's access to the Services immediately upon written notice if Provider reasonably determines that Customer's use of the Services violates Applicable Law or exposes Provider or its Affiliates to regulatory risk; in such event, Provider shall, to the extent practicable, provide advance notice to Customer and cooperate in good faith to restore compliant use of the Services.

8. Indemnity. Provider shall defend, indemnify, and hold harmless Customer and its Affiliates, and their respective officers, directors, employees, and agents, from and against any and all third-party claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) any allegation that the Services infringe, misappropriate, or otherwise violate any intellectual property right of a third party, except to the extent such claim arises from Customer Data or Customer's use of the Services in violation of this Agreement, (b) Provider's gross negligence or willful misconduct, or (c) Provider's violation of Applicable Law in connection with the provision of the Services. Customer shall defend, indemnify, and hold harmless Provider and its Affiliates, and their respective officers, directors, employees, and agents, from and against any and all third-party claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Customer's use of the Services in [REDACTED] violation of this Agreement or Applicable Law, (ii) Customer's content or data transmitted through the Services, or (iii) Customer's gross negligence or willful misconduct. The indemnifying Party's obligations under this Section 8 are subject to (A) the indemnified Party promptly notifying the indemnifying Party in writing of any such claim, (B) the indemnified Party granting the indemnifying Party sole control of the defense and settlement of such claim, and (C) the indemnified Party providing reasonable cooperation [REDACTED] the indemnifying Party's expense.

9. Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM (a) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 12, (b) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, OR (c) CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. THE AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (i) FIVE MILLION U.S. DOLLARS (\$5,000,000) OR (ii) THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY, PROVIDED THAT THIS LIMITATION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Insurance. Provider shall maintain, at its own expense and throughout the Term of this Agreement, the following minimum insurance coverage, with insurers rated A- or better by A.M. Best: (a) Commercial General Liability insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate; (b) Technology Errors and Omissions insurance, including coverage for cyber liability and data breach, with limits of not less than \$5,000,000 per claim and in the aggregate; (c) Workers' Compensation insurance in amounts required by Applicable Law; and (d) Employer's Liability insurance with limits of not less than \$1,000,000 per occurrence. Upon Customer's written request, Provider shall furnish certificates of insurance evidencing the required coverage.

11. Term and Termination. This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years (the "Initial Term"), unless terminated earlier as provided herein. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year renewal terms (each a "Renewal Term," and together with the Initial Term, the "Term") unless either Party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Term. Either Party may terminate this Agreement or any Order Form or SOW (a) for cause upon thirty (30) days' written notice if the other Party materially breaches this Agreement and fails to cure such breach within such notice period, or (b) immediately upon written notice if the other Party becomes subject to bankruptcy or insolvency proceedings, makes an assignment for the benefit of creditors, or ceases to do business in the ordinary course. Termination of this Agreement shall not relieve either Party of its obligations under Section 4 (Fees), Section 12 (Confidentiality), Section 8 (Indemnity), or Section 9 (Limitation of Liability), each of which shall survive any termination or expiration of this Agreement.

§ 11.2 intentionally omitted.

12. Confidentiality. Each Party agrees that, during the Term and for a period of three (3) years thereafter, it shall not disclose, use, or permit the use of any Confidential Information of the other Party except as expressly permitted herein, and shall use at least the same degree of care to protect such Confidential Information as it uses to protect its own confidential or proprietary information of similar importance (but in no event less than reasonable care). The foregoing obligations shall not restrict a Party from disclosing Confidential Information to its Affiliates, employees, agents, or contractors who have a bona fide need to know such information, provided that such recipients are bound by confidentiality [REDACTED] obligations at least as protective as those set forth herein. If a Party is required by law, [REDACTED] or legal process to disclose any Confidential Information of the other Party, such Party shall (to the extent not prohibited by law) give prompt written notice to the other Party and cooperate in seeking a protective order or other appropriate remedy. Breach of this Section 12 may result in irreparable harm for which monetary damages may be inadequate, and the disclosing Party shall be entitled to seek injunctive relief, "mutatis mutandis", in addition to any other remedies available at law or in equity. [Sig-Block-α]

13. Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflicts of law principles. The Parties agree that any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and each Party hereby submits to the [REDACTED] jurisdiction thereof. Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in any court of competent jurisdiction to prevent or restrain actual or threatened misappropriation or infringement of its intellectual property or Confidential Information. Each Party waives any right to a trial by jury in any action arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. For avoidance of doubt, the dispute resolution procedures set forth herein do not apply to requests for emergency injunctive relief. For additional dispute procedures, see § 21.4(c)(iv).

[Sig-Block-α] _____ 11. Term and Termination. 11.1 The term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with the provisions herein, continue for an initial period of three (3) years (the Initial Term), automatically renewing for successive one (1) year periods (each a Renewal Term) unless either Party provides written notice of non-renewal no less than ninety (90) days prior to the expiration of the then-current term; provided, however, that Customer may terminate without cause and for convenience upon one hundred twenty (120) days' prior written notice, subject to payment of all amounts due and owing through the effective date of termination, and any outstanding Order Forms or Statements of Work (SOWs) may be terminated concurrently or continue as mutually agreed. 11.2 Either Party may terminate this Agreement or any Order Form or SOW immediately upon written notice in the event the other Party (a) materially breaches any representation, warranty, or obligation under this Agreement and fails to cure such breach within thirty (30) days following written notice thereof (except that payment defaults must be cured within ten (10) days), (b) becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or has a receiver appointed for a substantial portion of its assets, or (c) is subject to a governmental or regulatory order, decree, or restriction that renders performance unlawful or impracticable. 11.3 Upon any termination or expiration of this Agreement (i) all rights and licenses granted to Provider shall immediately cease, (ii) Customer shall promptly pay all undisputed fees accrued through the effective date of termination, (iii) each Party shall, at the disclosing Party's option, return or destroy the Confidential Information of the other Party, except as required by law or for audit purposes, and (iv) sections 4 (Fees and Payment), 6 (Security), 8 (Indemnity), 9 (Limitation of Liability), 12 (Confidentiality), 13 (Governing Law), and 16 (Miscellaneous) shall survive, together with any other provisions which by their nature or context would reasonably be expected to survive, notwithstanding the foregoing. 12. Confidentiality. 12.1 Each Party agrees that, during the Term and for a period of three (3) years thereafter, it shall not disclose, use, or permit the use of any Confidential Information of the other Party except as expressly permitted herein, and shall use at least the same degree of care to protect such Confidential Information as it uses to protect its own confidential or proprietary information of similar importance (but in no event less than reasonable care). The foregoing obligations shall not restrict a Party from disclosing Confidential Information to its Affiliates, employees, agents, or contractors who have a bona fide need to know such information, provided that such recipients are bound by confidentiality obligations at least as protective as those set forth herein. 12.2 If a Party is required by law, regulation, or legal process to disclose any Confidential Information of the other Party, such Party shall (to the extent not prohibited by law) give written notice to the other Party and cooperate in seeking a protective order or other appropriate remedy. 12.3 Breach of this Section 12 may result in irreparable harm for which monetary damages may be inadequate, and the disclosing Party shall be entitled to seek injunctive relief, "mutatis mutandis", in addition to any other remedies available at law or in equity. 13. Governing Law; Dispute Resolution. This Agreement and any dispute or claim arising out of, in connection with, or relating to this Agreement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles; the Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and waive any objection based on forum non conveniens, while each Party also waives any right to a trial by jury in any action, suit, or proceeding arising under this Agreement, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in any court of competent jurisdiction for any actual or threatened misuse or misappropriation of its Confidential Information or intellectual property, and the dispute resolution procedures set forth herein do not apply to requests for emergency injunctive relief. For additional dispute procedures, see § 21.4(c)(iv).

14. Miscellaneous. 14.1 No amendment, supplement, or waiver of any provision of this Agreement shall be effective unless made in writing and duly executed by authorized representatives of both Parties, except as expressly permitted herein; the failure or delay of either Party to enforce any right or provision herein shall not constitute a waiver of such right or provision, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. 14.2 This Agreement, together with all Order Forms, SOWs, and annexes, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior and contemporaneous agreements, proposals, or representations, whether written or oral, relating to such subject matter, and each Party acknowledges that it has not relied upon any representations or warranties except as expressly set forth herein. 14.3 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be construed to the maximum extent enforceable so as to effect the intent of the Parties, and the remaining provisions shall remain in full force and effect; provided, however, that the Parties shall negotiate in good faith to replace any such invalid or unenforceable provision with a valid and enforceable provision that, as nearly as possible, achieves the same economic, legal, and commercial objectives. 14.4 Notices under this Agreement shall be in writing and delivered by hand, overnight courier, or registered mail (return receipt requested) to the addresses set forth on the cover page or as otherwise specified in writing, and shall be deemed given upon receipt. 15. Assignment. 15.1 Neither Party may assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, whether voluntarily, by operation of law, or otherwise, without the prior written consent of the other Party, except that either Party may assign this Agreement in its entirety (including all Order Forms and SOWs) without the other Party's prior written consent (a) to any Affiliate or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that (i) the assignee agrees in writing to be bound by all terms and conditions of this Agreement and (ii) the assigning Party provides prompt written notice of such assignment to the other Party. 15.2 Any attempted assignment in violation of this Section 15 shall be null and void ab initio. 15.3 Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. 16. Counterparts; Electronic Signature. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument; execution and delivery of this Agreement by electronic means (including via PDF or other electronic transmission) shall be legally binding and effective for all purposes. 17. § 17.1 intentionally omitted.

ANNEX A – TELECOMMUNICATIONS & CARRIER COMPLIANCE

A1. Applicability. This Annex applies to Provider's delivery of SMS, voice, and similar communications services via carrier networks under the Agreement.

A2. Emergency Service Disclaimer. Provider's Services are not intended or authorized for use as a substitute for any emergency calling or life-safety service. Customer shall not use, and shall not permit its end-users to use, any Provider Service to contact emergency services (e.g., 911, E911, or equivalent in any jurisdiction), and Customer is solely responsible for ensuring that its own and its end-users' systems are configured to enable alternative access to emergency services. Provider disclaims any and all liability for failure to connect to or facilitate emergency or life-safety calls, and Customer shall indemnify, defend, and hold harmless Provider and its Affiliates from any claim, damage, or loss arising from or relating to such prohibited use.

A3. Carrier and Regulatory Compliance. Customer acknowledges that all transmission of messages or calls via Provider's Services are subject to the rules, policies, and requirements of telecommunications carriers, aggregators, and regulators in each applicable jurisdiction; Provider reserves the right to suspend or terminate any message, call, or campaign, or to suspend or limit Customer's access to the Services, upon any carrier or regulatory request, instruction, or notification or if Provider reasonably determines that such action is necessary to comply with Applicable Law, mitigate risk, or prevent fraud, spam, or abuse. Customer shall cooperate with Provider in providing all information reasonably requested to satisfy carrier or regulatory inquiries, audits, or compliance mandates. Customer shall not knowingly transmit any content that is unlawful, deceptive, harmful, or otherwise prohibited by carrier rules or Applicable Law.

A4. A2P Messaging and Sender Obligations. For any Application-to-Person (A2P) or commercial bulk messaging traffic, Customer is solely responsible for (a) registration of sending numbers, brands, campaigns, and message templates with the relevant registry, carrier, or authority as required, (b) obtaining all necessary consents from message recipients, (c) including legally mandated opt-out instructions and honoring all opt-out requests, and (d) ensuring that all content, sender identification, and delivery practices comply with all applicable laws, carrier guidelines, and industry best practices, including the CTIA Messaging Principles and similar frameworks. Provider may, with or without notice, require Customer to remediate or suspend non-compliant messaging, and failure to do so may result in immediate suspension or termination of Service.

A5. Filtering and Deliverability. Customer acknowledges that telecommunications carriers may filter or block messages or calls at their discretion, and that such filtering is outside Provider's control; accordingly, Provider makes no guarantee of delivery, timeliness, or receipt of any message or call, and no SLA credits or refunds shall be due for carrier-imposed filtering, nor for interruptions resulting from force majeure, carrier outages, or regulatory intervention. Customer shall not attempt to circumvent carrier filters or use the Services for grey-route, SIM-box, or similar prohibited traffic.

