

MASTER SERVICES AGREEMENT by and between VANTAGE SYSTEMS INC., a Delaware corporation (“Provider”) and ATLAS RETAIL GROUP LLC, a Delaware limited liability company (“Customer”) Effective Date: March 15, 2024 This Master Services Agreement (“Agreement”) is entered into as of the Effective Date above by and between Provider and Customer (each a “Party” and collectively the “Parties”). This Agreement sets forth the terms under which Provider will deliver, and Customer will purchase, certain Services as further described below.

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1. DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following terms have the following meanings: (a) “Affiliate” means, with respect to a Party, any entity controlling, controlled by, or under common control with such Party. (b) “Business Day” means any day other than Saturday, Sunday, or a holiday recognized in New York, NY. (c) “Confidential Information” means all proprietary, nonpublic information, disclosed by a Party (“Discloser”) to the other Party (“Recipient”), whether oral, written, electronic, or in any other form, that is designated as confidential or that a reasonable person would understand to be confidential, including, without limitation, business plans, customer lists, technical data, and pricing; provided, however, Confidential Information does not include information that Recipient can demonstrate (i) was rightfully known to Recipient prior to disclosure by Discloser, (ii) is or becomes publicly available through no breach of this Agreement, (iii) is rightfully received by Recipient from a third party without restriction, or (iv) is independently developed by Recipient without use of or reference to Discloser’s Confidential Information. (d) “Data Protection Laws” means all applicable laws, rules, or regulations relating to privacy, security, or protection of Personal Data. (e) “Order” means any mutually executed written order (including any SOW) for Services under this Agreement. (f) “Personal Data” means any information relating to an identified or identifiable natural person as defined under applicable Data Protection Laws. (g) “Services” means the products, deliverables, and services described in an Order or SOW, including any modifications, updates, or enhancements provided under this Agreement. (h) “SOW” means a statement of work, executed in writing by both Parties, for the provision of Services under this Agreement. (i) “Term” has the meaning set forth in Section 13.1. (j) “Territory” means the United States, unless otherwise set forth in the applicable Order.

1.2 Scope. This Agreement governs all Orders and SOWs entered into by the Parties during the Term. Any purchase order or similar document issued by Customer is solely for administrative purposes and has no effect on the terms of this Agreement, except as expressly agreed in writing by both Parties.

1.3 Interpretation. Headings are for reference only and do not affect interpretation. The word “including” means “including, without limitation.” Unless otherwise specified, references to “days” mean calendar days.

1.4 “Emergency Message” means a communication required to warn or inform individuals of an actual or potential threat to life, health, or property.

1.5 Additional Definitions. Additional defined terms shall have the meanings assigned in the body of this Agreement or any applicable Order or SOW.

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2. SCOPE OF SERVICES

2.1

General. Provider agrees to deliver, and Customer agrees to purchase, the Services described in each Order or SOW, subject to and in accordance with the terms of this Agreement and the applicable Order or SOW. Provider shall use commercially reasonable efforts to perform the Services in a professional and workmanlike manner, in accordance with applicable laws and the specifications set forth in each Order or SOW.

2.2 Modifications; New Services. Any changes to the scope of Services must be documented in a written amendment to the applicable Order or SOW, executed by authorized representatives of both Parties; for clarity, Provider is not obligated to perform any services outside the scope of a mutually executed Order or SOW.

2.3 Affiliates. Customer’s Affiliates may order Services under this Agreement by executing an Order or SOW; in such event, all references to “Customer” in this Agreement shall be deemed to refer to the applicable Affiliate, *mutatis mutandis*.

2.4 Provider Personnel. Provider will be solely responsible for the direction and control of its personnel and subcontractors. Provider may use subcontractors to perform any Services, provided that Provider remains responsible for the performance of the Services and compliance with this Agreement.

2.5 Customer Obligations. Customer shall provide timely access to information, systems, personnel, and

facilities as reasonably required by Provider to perform the Services. Customer is solely responsible for the accuracy and completeness of any information it provides to Provider. CONFIDENTIAL – DRAFT 2024-06-28 – Page 3 of 12 [Sig-Block-α]

3. ORDERS AND STATEMENTS OF WORK 3.1 Ordering Procedure. Each Order or SOW shall set forth the description of Services, pricing, milestones, deliverables, and any applicable acceptance criteria. No Order or SOW shall be binding unless executed by authorized representatives of both Parties. 3.2 Conflicts. In the event of any conflict between the terms of this Agreement and those of any Order or SOW, the terms of the Order or SOW shall control, but only with respect to the Services described therein; provided, however, that no Order or SOW shall modify the terms of Sections 10 (Indemnity), 11 (Limitation of Liability), or 12 (Insurance) unless it expressly refers to such Section and states the Parties' intent to modify it. 3.3 Acceptance. Unless otherwise stated in the applicable Order or SOW, Customer shall have five (5) Business Days after delivery of any deliverable to review and either accept or reject such deliverable. Deliverables not rejected in writing within such period shall be deemed accepted. 3.4 Change Orders. Any changes to an Order or SOW must be captured in a written change order, executed by both Parties. Provider shall have no obligation to commence work on any change unless and until such change order is executed. 4. FEES, TAXES, AND PAYMENT TERMS 4.1 Fees. Customer shall pay Provider the fees set forth in each applicable Order or SOW. Fees are non-cancelable and non-refundable, except as expressly provided in this Agreement. 4.2 Taxes. All fees are exclusive of sales, use, value-added, withholding, and similar taxes. Customer is responsible for all such taxes (excluding taxes based on Provider's net income), and shall pay or reimburse Provider for any such taxes imposed on the Services. 4.3 Invoicing and Payment. Provider will invoice Customer in accordance with the relevant Order or SOW. Unless otherwise specified therein, Customer shall pay all undisputed amounts within thirty (30) days of the invoice date. Payment shall be made in U.S. dollars via ACH transfer or other agreed payment method. 4.4 Disputed Amounts. If Customer disputes any portion of an invoice, Customer shall notify Provider in writing within fifteen (15) days of receipt, specifying the disputed amount and the basis for the dispute. Customer shall pay all undisputed amounts when due. 4.5 Suspension for Nonpayment. Provider may suspend performance of Services, on notice to Customer, if any undisputed amount remains unpaid more than fifteen (15) days after written notice of nonpayment. CONFIDENTIAL – DRAFT 2024-06-28 – Page 4 of 12

5. SERVICE LEVELS AND CREDITS

5.1 Service Levels. Provider shall use commercially reasonable efforts to achieve the service levels expressly set forth in Annex 2, as may be updated from time to time by mutual written agreement. For avoidance of doubt, any failure to achieve such service levels shall not, in and of itself, constitute a breach of this Agreement, except where expressly stated in Annex 2.

5.2 Credits. Subject to Section 5.3, if Provider does not meet the applicable service levels in any calendar month, Customer may claim service credits in accordance with Annex 2, which shall constitute Customer's sole and exclusive remedy for any Service Disruption.

Service credits shall be applied solely to future invoices (not refundable or redeemable for cash), and shall not exceed twenty percent (20%) of the total monthly fees for the affected Services in the relevant month.

5.3 Exclusions. Service credits shall not accrue, and Provider shall have no liability to the extent any failure to meet service levels is caused by: (a) acts or omissions of Customer or its end users; (b) outages or failures attributable to Customer's own systems or third-party providers not under Provider's direct control; (c) Scheduled Maintenance or Force Majeure Events; or (d) suspension of Services in accordance with Section 4.5.

5.4 Notice and Procedure. To claim any service credit, Customer must notify Provider in writing within thirty (30) days of the event giving rise to the claim, providing reasonable supporting documentation. Failure to provide such notice within such period shall result in waiver of the applicable credit.

5.5 Provider shall have no obligation to provide service credits if Customer is in material breach of this Agreement, including for non-payment of amounts due, during the period in which the Service Disruption occurred.

6. SECURITY & CPNI

6.1 Information Security. Provider shall implement and maintain administrative, technical, and physical safeguards for Customer Data materially consistent with industry standards for similar services, and as further described in Annex 3 ("Security Addendum").

6.2 CPNI. To the extent Provider qualifies as a telecommunications carrier under 47 U.S.C. § 222, Provider shall handle Customer Proprietary Network Information ("CPNI") in accordance with applicable law and, where required, with Customer's written instructions.

6.3 Security Incident Response. Provider shall notify Customer without undue delay, and in any event within seventy-two (72) hours of discovery, upon confirming any Security Incident involving Customer Data.

Such notice shall include, to the extent known, a description of the nature of the incident, potential impact, and mitigation steps taken.

6.4 Customer Obligations. Customer is solely responsible for securing its own systems and credentials, and for implementing reasonable access controls to protect against unauthorized use of the Services.

7. COMPLIANCE & EXPORT CONTROLS

7.1 General. Each Party shall comply, at its own expense, with all applicable laws, rules, and regulations in connection with its performance under this Agreement, including those relating to anti-bribery, anti-corruption, economic sanctions, and export controls.

7.2 Export Compliance. Neither Party shall export, re-export, nor otherwise transfer any Deliverables or technical information provided under this Agreement in violation of applicable export laws. Customer represents it is not subject to sanctions or restrictions under U.S. or other applicable law.

7.3 Government Use. If Customer is a U.S. Government entity or contractor, Customer acknowledges that the Services are "commercial items" as defined at 48 C.F.R. § 2.101, and use, duplication, or disclosure is subject to restrictions as set forth in this Agreement and under applicable regulations.

7.4 Provider may, on reasonable prior written notice, suspend all or part of the Services as necessary to comply with applicable law, provided that Provider resumes performance promptly when the cause of suspension is remedied. [Sig-Block-α] _____

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8. CONFIDENTIALITY & DATA PROTECTION

8.1 Confidentiality Obligations. Each Party (the “Receiving Party”) shall: (a) keep confidential all non-public information disclosed by the other Party (the “Disclosing Party”) that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (“Confidential Information”); (b) use such Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement; and (c) not disclose such Confidential Information to any third party except as expressly permitted herein.

8.2 Exceptions. The obligations in Section 8.1 shall not apply to information that the Receiving Party can demonstrate: (a) is or becomes publicly available through no breach of this Agreement; (b) was known to the Receiving Party prior to disclosure; (c) is received from a third party without restriction on disclosure; or (d) is independently developed without use of or reference to the Disclosing Party’s Confidential Information.

8.3 Required Disclosure. The Receiving Party may disclose Confidential Information to the extent required by law, regulation, or court order, provided that (a) it gives prompt written notice to the Disclosing Party (unless prohibited by law), (b) cooperates with any efforts by the Disclosing Party to seek protective treatment, and (c) discloses only that information legally required to be disclosed.

8.4 Data Protection. Provider shall process Personal Data only as necessary to perform its obligations under this Agreement and in accordance with Annex 4 (“Data Processing Addendum”), the terms of which are incorporated herein by reference. Customer shall ensure that it has all necessary rights and consents to permit Provider to process Personal Data in accordance with this Agreement.

8.5 Return or Destruction. Upon expiration or termination of this Agreement, or upon written request, each Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party in its possession or control, except as required to be retained by law or for recordkeeping purposes, in which case it shall remain subject to the confidentiality obligations herein.

8.6 Survival. The provisions of this Section 8 shall survive for five (5) years following expiration or termination of this Agreement, except that obligations with respect to trade secrets and Personal Data shall survive so long as permitted by applicable law.

9. INTELLECTUAL PROPERTY

9.1 Ownership. As between the Parties, Provider retains all right, title, and interest in and to the Services, Documentation, and all related intellectual property rights, subject only to the limited rights expressly granted to Customer hereunder. No rights are granted to Customer except as expressly set forth in this Agreement.

9.2 License to Customer. Provider hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license during the Term to access and use the Services solely for Customer’s internal business purposes, subject to the limitations in this Agreement and any applicable Order or SOW.

9.3 Feedback. Customer grants Provider a perpetual, irrevocable, royalty-free, worldwide license to use any Feedback provided by Customer relating to the Services for any purpose, provided such Feedback does not identify Customer or contain Customer’s Confidential Information.

9.4 Third-Party Materials. Provider may use or provide third-party software, data, or services in connection with the Services. Use of such third-party offerings is subject to the applicable third-party terms, and Provider disclaims all liability relating thereto.

9.5 No Implied Rights. All rights not expressly granted herein are reserved by Provider.

10. INDEMNITY

10.1 Provider Indemnification. Provider shall defend Customer, its Affiliates, and their respective officers, directors, and employees (“Customer Indemnitees”) against any third-party claim alleging that the Services infringe any U.S. patent, copyright, or trade secret right, and shall indemnify the Customer Indemnitees from any damages, costs, and reasonable attorneys’ fees finally awarded, provided Customer: (a) promptly notifies Provider in writing of the claim; (b) allows Provider sole control of the

defense and settlement of the claim; and (c) provides Provider reasonable assistance, at Provider's expense. 10.2 Exclusions. Provider shall have no obligation under Section 10.1 to the extent a claim arises from: (a) modification of the Services by Customer or any third party not authorized by Provider; (b) use of the Services in combination with any item not provided or approved by Provider; (c) use of the Services not in accordance with this Agreement; or (d) Customer Data or instructions. 10.3 Mitigation. In the event of an infringement claim, Provider may, at its sole option and expense: (a) procure for Customer the right to continue using the Services; (b) replace or ■ modify the Services so they become non-infringing; or (c) t■rm■n■t■ the affected Services and refund any prepaid, unused fees for the terminated portion. 10.4 Customer Indemnification. Customer shall defend Provider, its Affiliates, and their respective officers, directors, and employees ("Provider Indemnitees") against any third-party claim arising from: (a) Customer Data; (b) Customer's br■■■h of this Agreement; or (c) use of the Services by Customer or its end users in violation of law, and shall indemnify the Provider Indemnitees from any damages, costs, and reasonable attorneys' fees finally awarded. 10.5 Sole Remedy. This Section 10 states each Party's sole and exclusive liability ■nd remedy for any third-party claims of intellectual property infringement.

11. LIMITATION OF LIABILITY
11.1 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE; PROVIDED, HOWEVER, THIS LIMITATION SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S WILLFUL MISCONDUCT OR GROSS

NEGLIGENCE. 11.2 Aggregate Cap. Except for liability arising from a Party's indemnification obligations under Section 10, Customer's payment obligations, or either Party's breach of Section 8 (Confidentiality & Data Protection), each Party's aggregate liability under this Agreement shall not exceed the greater of (a) five million U.S. dollars (USD \$5,000,000), or (b) the total fees paid or payable by Customer under this Agreement in the twelve (12) months preceding the event giving rise to liability; provided that, with respect to liability for Service Disruption, the aggregate cap shall not exceed two hundred percent (200%) of the fees paid or payable for the affected Services during such twelve (12) month period, except as otherwise provided in Section 5.2, and, for the avoidance of doubt, neither Party shall be liable for any claim arising from events outside of its reasonable control, except as otherwise provided in Section 14.3. 11.3 Carve-outs. The limitations in this

Section 11 shall not apply to liability for (a) infringement or misappropriation of intellectual property rights; (b) breach of confidentiality or data protection obligations; (c) death or personal injury caused by a Party's gross negligence or willful misconduct; or (d) Customer's payment of fees due under this Agreement, provided, however, that nothing in this Agreement shall limit either Party's liability for amounts payable under Section 10.1 or for breach of Section 8, and, for the avoidance of doubt, this section shall control in the event of conflict with any other provision hereof. 11.4 No Limitation. Nothing in this Agreement shall exclude or limit liability to the extent not permitted by applicable law. 11.5 The Parties acknowledge that the fees set forth herein reflect the allocation of risk and limitation of liability set forth in this Section 11. 12. INSURANCE 12.1 Insurance Requirements. Provider shall, at its own expense, maintain in full force and effect, throughout the Term, insurance policies with coverage amounts not less than the following: (a) Commercial General Liability: USD \$2,000,000 per occurrence and USD \$4,000,000 annual aggregate; (b) Professional Liability (including Technology Errors & Omissions): USD \$5,000,000 per claim and in the aggregate; (c) Cyber Liability: USD \$5,000,000 per claim and in the aggregate; and (d) Workers' Compensation as required by applicable law. 12.2 Certificates of Insurance. Upon written request, Provider shall furnish Customer with certificates of insurance evidencing the required coverage hereunder. 12.3 Notice of Change. Provider shall provide Customer with at least thirty (30) days' prior written notice of any cancellation or material reduction in coverage. 12.4 Subcontractors. Provider shall require its material subcontractors performing Services under this Agreement to maintain insurance coverage substantially consistent with the requirements of this Section 12. § 12.5 intentionally omitted. 13. TERM; TERMINATION

13.1 Term. This Agreement shall commence on the Effective Date and continue for the period specified in the applicable Order or SOW, unless earlier terminated in accordance with this Section 13 ("Term"). 13.2 Termination for Convenience. Either Party may terminate this Agreement or any Order or SOW for convenience upon ninety (90) days' prior written notice to the other Party. 13.3 Termination for Cause. Either Party may terminate this Agreement or any Order or SOW (a) upon thirty (30) days' written notice if the other Party materially breaches this Agreement and fails to cure such breach within such period, or (b) immediately upon

written notice if the other Party becomes insolvent, admits inability to pay debts, enters bankruptcy or receivership, or ceases to do business. 13.4 Effect of Termination. Upon termination or expiration of this Agreement or any Order or SOW: (a) all rights and licenses granted to Customer shall immediately terminate; (b) Customer shall immediately cease use of the terminated Services and, at Provider's option, certify destruction or return of Provider's Confidential Information; and (c) Customer shall pay all fees accrued or payable as of the termination date. 13.5 Survival. The following Sections survive expiration or termination: 1, 4 (for fees accrued prior to termination), 8, 9, 10, 11, 12, 13.4, 13.5, and 15.

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14. GOVERNING LAW; DISPUTE RESOLUTION

14.1 Governing Law. This Agreement and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

14.2 Venue. The state and federal courts located in New York County, New York, shall have exclusive jurisdiction over any action or proceeding arising out of or relating to this Agreement, and each Party hereby submits to the personal jurisdiction of such courts.

14.3 Alternative Dispute Resolution. Prior to initiating any legal proceeding (other than for injunctive relief), the Parties shall attempt in good faith to resolve any dispute through senior management negotiation for a period of not less than thirty (30) days. If the dispute remains unresolved thereafter, either Party may pursue any remedy available at law or in equity, subject to the limitations set forth in Section 11.1 and Section 11.2.

14.4 Injunctive Relief. Nothing herein shall prevent either Party from seeking immediate injunctive or equitable relief from any court of competent jurisdiction to prevent actual or threatened misuse of its intellectual property or Confidential Information.

15. MISCELLANEOUS

15.1 Entire Agreement. This Agreement (including all Annexes and Orders) constitutes the entire agreement between the Parties relating to its subject matter, and supersedes all prior or contemporaneous agreements, proposals, representations, and understandings, whether written or oral.

15.2 Amendments. No amendment or modification of this Agreement shall be valid unless in writing and executed by authorized representatives of both Parties.

15.3 Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, without the other Party's prior written consent, except that either Party may assign this Agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee assumes all obligations hereunder.

15.4 Notices. All notices under this Agreement shall be in writing and delivered by (a) personal delivery, (b) internationally recognized courier service, or (c) email (with confirmation of transmission), to the addresses set forth on the signature page (or as updated by written notice); notices shall be deemed given upon receipt.

15.5 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

15.6 No Third-Party Beneficiaries. Except as expressly provided in Section 10, no provision of this Agreement is intended to confer any rights, benefits, or remedies upon any person other than the Parties.

15.7 Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remainder shall remain in full force and effect.

15.8 Waiver. No waiver of any breach or default shall be effective unless in writing and signed by the Party against whom enforcement is sought; any such waiver shall not constitute a waiver of any subsequent breach or default.

15.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute the same instrument.

15.10 Force Majeure. Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, natural disasters, labor disputes, or utility failures, provided the affected Party notifies the other Party as soon as practicable and resumes performance promptly following cessation of the force majeure event.

15.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement; no presumption or rule of construction shall apply against either Party. For additional miscellaneous provisions, see § 21.4(c)(iv).

[Sig-Block-α] _____ 15. MISCELLANEOUS 15.1 Entire Agreement. This Agreement (together with each Exhibit, Annex, Order, and SOW incorporated herein by reference) constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements, proposals, representations, or understandings with respect to such subject matter. 15.2 Amendments. No amendment or modification of this Agreement shall be effective unless in a writing executed by duly authorized representatives of both Parties, except where this Agreement expressly permits amendment by Order or SOW, in which case such Order or SOW must be signed by both Parties. 15.3 Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party, except that either Party may assign its rights and obligations hereunder without such consent to any successor to all or substantially all of its business or assets to which this Agreement relates (whether by merger, reorganization, sale of assets, operation of law, or otherwise), provided that such successor assumes all obligations of the assigning Party hereunder; any attempted assignment in violation of this Section shall be null and void. 15.4 Notices. All notices, consents, waivers, and other communications under this Agreement shall be in writing and delivered by (a) personal delivery, (b) internationally recognized overnight courier service, or (c) email (with confirmation of transmission), to the addresses set forth on the signature page or as otherwise designated by a Party by notice hereunder; notices will be deemed received upon actual delivery or, if by email, upon confirmation of transmission. 15.5 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be construed as creating any partnership, joint venture, agency, franchise, fiduciary, or employment relationship between the Parties. No Party shall have authority to bind or obligate the other in any manner except as expressly set forth herein. 15.6 No Third-Party Beneficiaries. Except as expressly provided in Section 10 or as required by law, no provision of this Agreement is intended to confer, and shall not be construed as conferring, any right, remedy, or benefit upon any person or entity other than the Parties. 15.7 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect. 15.8 Waiver. No waiver by either Party of any breach or default hereunder shall be effective unless in writing signed by such Party, and no such waiver shall constitute a waiver of any subsequent breach or default. 15.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. 15.10 Force Majeure. Neither Party shall be liable for, nor shall it be deemed in breach of this Agreement due to, any delay or failure to perform under this Agreement as a result of any cause or condition beyond such Party's reasonable control, including, but not limited to, acts of God, natural disasters, terrorism, civil unrest, labor disputes, epidemics, pandemics, or government action, provided the affected Party gives prompt notice thereof and resumes performance as soon as practicable. 15.11 Construction. The Parties acknowledge that each Party has participated in the negotiation and drafting of this Agreement, and no presumption or rule of construction shall apply against either Party in the interpretation or enforcement hereof. For additional miscellaneous provisions, see § 21.4(c)(iv). CONFIDENTIAL – DRAFT 2024-06-28 – Page 9 of 12

16. TELECOM ANNEX 16.1 Emergency Service Limitation. The Services are not intended to support or carry emergency calls to any emergency services such as 911, E911, or equivalent public safety answering points; accordingly, Customer shall notify all users that the Services do not provide access to emergency services and shall make alternative arrangements for such access. 16.2 Carrier Compliance. Provider shall, at all times during the Term, comply with applicable laws, regulations, and industry standards relating to the provision of telecommunications services, including, but not limited to, rules imposed by the Federal Communications Commission (“FCC”), the CTIA Messaging Principles and Best Practices, and any carrier-specific requirements as may be updated from time to time. Provider shall use commercially reasonable efforts to notify Customer of material changes to carrier or regulatory requirements affecting the Services. 16.3 SMS and Voice Message Controls. Customer shall ensure that all SMS, MMS, and voice messages transmitted via the Services shall (a) comply with all applicable laws and carrier guidelines, (b) not contain content prohibited by law or carrier rules, and (c) be sent only to recipients who have provided legally sufficient consent to receive such communications. Without limiting the foregoing, Customer shall not use the Services for unsolicited marketing or illegal robocalls. 16.4 A2P Duties. Customer shall, as between the Parties, bear all responsibility for obtaining and maintaining all consents, permissions, and authorizations required for the transmission of Application-to-Person (“A2P”) messages, and for compliance with the Telephone Consumer Protection Act (“TCPA”), the CAN-SPAM Act, and any analogous state or international laws. 16.5 Emergency Message. In the event of any Service Disruption or scheduled maintenance affecting the transmission of emergency messages (as defined herein, “Emergency Message” means any communication designated by Customer as critical to life, safety, or property), Provider shall use reasonable efforts to notify Customer promptly, and Customer shall be responsible for implementing backup communication methods. 16.6 Geographic Restrictions. Services may not be available in all geographic locations or jurisdictions, and Provider reserves the right to restrict or discontinue Service in any location where continued provision would violate applicable law or carrier policy. 16.7 Record Retention. Provider shall retain records of message transmission logs, delivery receipts, and related metadata for no less than twelve (12) months, subject to applicable legal or regulatory retention requirements; Customer acknowledges that Provider may delete such records thereafter without further notice. CONFIDENTIAL – DRAFT
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17. COMMERCIAL ANNEX 17.1 Pricing Table. All Charges for the Services, including volume-based pricing, minimum commitments, and applicable discounts, are set forth in the table below.¹

Service Tier	Monthly Volume (Messages)	Unit Price (\$)
Standard	0 – 100,000	0.012
Premium	100,001 – 500,000	0.010
Enterprise	500,001+	0.008

¹ Notwithstanding anything to the contrary in § 6.3, Customer shall pay all applicable taxes, fees, and surcharges; see also obsolete § 22.2. 17.2 SLA Metrics.

Metric	Minimum Performance Level	Credit Trigger
Uptime	99.9% monthly	<99.9%
Message Latency	≤ 3 seconds	>5 sec avg
Support Response	≤ 1 business hour	>2 hours

17.3 Service Credits. If Provider fails to meet any SLA metric in § 17.2 in a given calendar month, Customer shall be entitled, upon written request within thirty (30) days, to receive a service credit equal to 5% of the monthly recurring fee for the affected Service, up to an aggregate maximum of 20% of such fee in any three-month period; credits are Customer’s sole and exclusive remedy for SLA failures, except where Service Disruption is caused by Provider’s gross negligence or willful misconduct. 17.4 Escalation Matrix.

Level	Contact	Response Time
1	Support Desk	1 hour
2	Service Manager	4 hours
3	Executive Liaison	1 business day

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18. SIGNATURE PAGE IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed as of the Effective Date by their respective duly authorized representatives. CUSTOMER:

_____ By:

_____ Name:

_____ Title:

_____ Date:

_____ PROVIDER:

_____ By:

_____ Name:

_____ Title:

_____ Date:

_____ Sauf disposition expresse du présent Accord, and notwithstanding any other provision herein to the contrary, in the event that either Party (i) is subject to a change in control, merger, or similar transaction (however effected and whether direct or indirect) or (ii) undergoes a material adverse change in financial condition or regulatory status, such Party shall promptly notify the other Party in writing, provided, however, that (a) no such notification shall be deemed to waive or limit any right or obligation arising elsewhere herein, (b) the non-affected Party may, at its sole discretion and upon giving not less than thirty (30) days' notice, elect to terminate, suspend, or renegotiate any and all Orders or SOWs outstanding as of the date of such event, except where such event does not materially impair performance under this Agreement, and (c) all consents, approvals, or waivers required in connection with a transaction described in this Section shall not be unreasonably withheld, conditioned, or delayed, notwithstanding the foregoing, l'une ou l'autre Partie peut exiger des assurances supplémentaires sur la capacité de l'autre Partie à remplir ses obligations contractuelles, et toute notification transmise en vertu du présent article sera réputée reçue à la date de sa livraison effective, provided further that nothing herein shall limit the right of either Party to pursue any and all remedies available at law or in equity in connection with such event, except as otherwise expressly limited under Section 11, and for the avoidance of doubt, the provisions of Section 13.5 and Section 15.10 shall fully mutatis mutandis to any such notice or consent required under this Section, including, but not limited to, the allocation of risk and the continuation of obligations pending resolution of the triggering event, and all references to "Party" or "Parties" in this clause shall be construed to include their respective permitted assigns and successors-in-interest, so long as such assignment or succession has been effected in compliance with Section 15.3. CONFIDENTIAL – DRAFT 2024-06-28 – Page 12 of 12