

MASTER SERVICES AGREEMENT by and between TeleVerity, Inc., a Delaware corporation (“Provider”) and Xylon Solutions LLC, a Delaware limited liability company (“Customer”) Effective Date: June 24, 2024 This Master Services Agreement (“Agreement”) is entered into by and between Provider and Customer as of the Effective Date set forth above. The Parties desire to set forth the terms and conditions applicable to Customer’s procurement and use of certain communications and related professional services from Provider, subject to the terms herein.

## **TABLE OF CONTENTS**

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CONFIDENTIAL – DRAFT 2024-06-24 – Page 1 of 6

TABLE OF CONTENTS	1.
DEFINITIONS .....	2
2. INTERPRETATION .....	3
3. SCOPE OF SERVICES .....	3
4. ORDERING AND STATEMENTS OF WORK .....	4
5. FEES; TAXES .....	5
6. SERVICE LEVELS AND CREDITS .....	6
8. INFORMATION SECURITY; CPNI .....	7
9. COMPLIANCE; EXPORT .....	8
10. INDEMNIFICATION .....	9
11. LIMITATION OF LIABILITY .....	10
12. INSURANCE .....	11
13. TERM AND TERMINATION .....	12
14. GOVERNING LAW; VENUE .....	13
15. MISCELLANEOUS .....	14
21. TELECOM ANNEX (see § 21.4(c)(iv)) .....	22

1. DEFINITIONS 1.1 Definitions. The following terms, when capitalized, shall have the meanings set forth below unless otherwise expressly stated herein, and cognate terms shall be construed accordingly: (a) “Affiliate” means, with respect to a Party, any entity directly or indirectly controlling, controlled by, or under common control with such Party, where “control” denotes the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest of such entity, or the power to direct the management or policies of such entity, whether through ownership, contract, or otherwise. (b) “Applicable Law” means any law, statute, ordinance, regulation, rule, code, order, or other legal requirement of any governmental authority having jurisdiction over the Services, a Party, or this Agreement. (c) “Confidential Information” has the meaning assigned in § 8.2. (d) “Customer Data” means all data, records, information, or other information, in any form, submitted, transmitted, stored, or processed by Provider on behalf of Customer or its Users in connection with the Services. (e) “Documentation” means Provider’s standard user guides, technical manuals, and other materials describing the operation, functionality, or use of the Services, as updated from time to time. (f) “Fees” means all amounts payable by Customer to Provider under this Agreement or any Order or SOW, including, without limitation, recurring, usage-based, setup, and professional services charges, but excluding Taxes. (g) “Order” means a written order, purchase order, or similar ordering document executed by the Parties referencing this Agreement and specifying the Services to be provided. (h) “Personal Data” means any information relating to an identified or identifiable natural person, as defined under Applicable Law, processed by Provider in the course of delivering the Services. (i) “Services” means those hosted communications, messaging, voice, SMS, and related professional or support services provided or made available by Provider to Customer under any Order, SOW, or this Agreement, including any modifications, enhancements, or updates thereto. (j) “SOW” (or “Statement of Work”) means a mutually agreed and executed document describing specific project-based services, deliverables, or milestones, including any schedules or acceptance criteria. (k) “Taxes” means all sales, use, excise, value-added, goods and services, withholding, and similar taxes or duties imposed by any governmental authority in connection with the provision or receipt of the Services, excluding taxes based on Provider’s net income or employment taxes of Provider. 1.2 Interpretation. In construing this Agreement, (i) references to sections, exhibits, schedules, or annexes are to those of this Agreement unless otherwise indicated; (ii) headings are for reference only and shall not affect interpretation; (iii) singular includes plural and vice versa; (iv) “including” means “including, without limitation”; and (v) references to a Party include such Party’s successors and permitted assigns; the Parties acknowledge and agree that all obligations, rights, and remedies specified herein shall be cumulative and not exclusive of any other rights or remedies provided by law or equity unless expressly limited. [Sig-Block-α]

## 2. SCOPE OF SERVICES 2.1

Services. Provider shall make available to Customer the Services described in the applicable Orders and SOWs, subject to the terms and conditions of this Agreement. Provider may, from time to time, modify, enhance, or discontinue certain features or functionalities of the Services, provided that such changes do not materially diminish the core functionality or security of the Services as used by Customer during the then-current Order Term, except as required for compliance with Applicable Law or to address bona fide security risks; any material reduction in Service functionality shall be subject to advance notice to Customer, and Customer’s sole and exclusive remedy for such reduction shall be to terminate the affected Order upon thirty (30) days’ written notice and receive a pro-rata refund of any prepaid, unused Fees for the terminated portion of the Order Term. 2.2 Exclusions. Provider is not responsible for any

failure or delay in performance of the Services to the extent caused by (i) Customer's acts or omissions or those of its Affiliates, agents, or Users, (ii) non-Provider equipment, software, or network connections, (iii) scheduled maintenance or emergency maintenance, provided that Provider uses commercially reasonable efforts to minimize such disruptions, or (iv) force majeure events as defined herein. 2.3 Customer Obligations. Customer shall (a) use the Services solely in accordance with this Agreement, the Documentation, and Applicable Law; (b) be responsible for the acts and omissions of its Affiliates, agents, and Users in connection with use of the Services; (c) not resell, sublicense, or otherwise provide access to the Services to any third party except as expressly permitted herein; and (d) promptly notify Provider of any unauthorized access to or use of the Services or Customer Data.





**8. INFORMATION SECURITY; CUSTOMER DATA**

**8.1 Security Program** Provider shall maintain an information security program comprising administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Customer Data, consistent with industry standards and any specific written requirements set forth in an Order or SOW. Such safeguards shall include, at a minimum: (a) access controls restricting data access to authorized personnel with a legitimate need; (b) encryption of Customer Data in transit and at rest where technically feasible; (c) regular vulnerability assessments and prompt remediation of material identified risks; and (d) incident response procedures requiring notification to Customer within seventy-two (72) hours of confirmation of any data breach affecting Customer Data, provided that delays arising from applicable law enforcement instructions or exigent circumstances may extend such period, but only to the extent strictly necessary.

**8.2 Confidentiality** Each Party ("Recipient") receiving Confidential Information of the other Party ("Discloser") shall employ substantially the same degree of care, but in no event less than a reasonable degree of care, to protect Discloser's Confidential Information as it accords its own confidential or proprietary information of like importance, and shall not disclose or use such Confidential Information except as expressly permitted by this Agreement or as required by law. The obligations set forth in this Section 8.2 shall not apply to information that: (i) is or becomes publicly available through no breach by Recipient; (ii) is lawfully received from a third party without restriction and without breach of any confidentiality obligation; (iii) is independently developed by Recipient without reference to or use of Discloser's Confidential Information; or (iv) is approved in writing for release by Discloser. Notwithstanding the foregoing, Recipient may disclose Confidential Information (1) to its Affiliates, agents, representatives, or contractors bound by confidentiality obligations no less restrictive than those herein, and (2) as required by court order or governmental authority, provided that Recipient promptly notifies Discloser (except where prohibited by law) and reasonably cooperates, at Discloser's expense, in any effort to seek confidential treatment or protective order.

**8.3 CPNI Compliance** To the extent Provider provides regulated telecommunications services, it shall comply with applicable obligations regarding the protection and use of Customer Proprietary Network Information ("CPNI") under 47 U.S.C. § 222 and any implementing regulations, mutatis mutandis, provided that Customer acknowledges its own obligations to comply with CPNI rules in connection with its resale, use, or further transmission of Services.

**8.4 Data Deletion** Upon written request by Customer following expiration or termination of this Agreement, Provider shall, within forty-five (45) days and subject to technical feasibility, delete or irreversibly de-identify all Customer Data in its possession, except to the extent retention is required by Applicable Law or is necessary for Provider's legitimate business purposes (including dispute resolution, compliance, or audit obligations), provided that any retained data shall remain subject to the confidentiality and security obligations herein for so long as it is retained.

**9. COMPLIANCE;**



**EXPORT 9.1 Legal Compliance** Each Party shall, at its own expense, comply with all Applicable Law relating to its performance or use of the Services under this Agreement. Without limiting the foregoing, Customer shall not use the Services in violation of U.S. export control laws, trade sanctions, or anti-money laundering regulations, nor permit any User or third party to access or use the Services in or from any country or by any person or entity that is the subject of U.S. government embargo, sanctions, or export restrictions.

**9.2 Anti-Bribery** Neither Party nor its Affiliates, employees, or agents shall, in connection with the subject matter of this Agreement, offer, give, solicit, or receive any illegal or improper bribe, kickback, payment, gift, or thing of value to or from any person or entity, public or private, and each Party represents that it has and shall maintain policies and controls reasonably designed to ensure compliance with the U.S. Foreign Corrupt Practices Act and any applicable anti-bribery laws.

**9.3 Export Controls** Customer acknowledges that the Services, and any software, technical data, or derivatives thereof, may be subject to U.S. and foreign export controls, and agrees not to export, re-export, divert, transfer, or disclose any such items or information in violation of any applicable law or regulation. Provider shall have no liability for delays or failures to perform arising from compliance with applicable export laws or regulations.

**10. INDEMNIFICATION**

**10.1 Provider Indemnity** Subject to Section 11, Provider shall defend, indemnify, and hold harmless Customer, its Affiliates, and their respective directors, officers, employees, and agents from and against any third-party claim, demand, suit, or proceeding ("Claim") arising out of or relating to: (a) infringement of any U.S. patent, copyright, or trademark by the Services as provided and used in accordance with the Agreement, except to the extent such Claim arises from (i) modification of the Services by anyone other than Provider, (ii) combination of the Services with third-party products or services not supplied or expressly authorized in writing by Provider, or (iii) Customer's breach of this Agreement; or (b) Provider's gross negligence or willful misconduct.

**10.2 Customer Indemnity** Customer shall defend, indemnify, and hold harmless Provider, its Affiliates, and their respective directors, officers, employees, and agents from and against any Claim arising out of or relating to: (a) Customer's or its Users' violation of Applicable Law, including but not limited to communications, data privacy, or export control regulations; (b) Customer Data, including any allegation that the processing, transmission, or use thereof infringes or misappropriates a third party's rights or violates Applicable Law; or (c) Customer's gross negligence or willful misconduct.

**10.3 Procedure** The indemnifying Party's obligations under this Section 10 are conditioned upon: (a) prompt written notice by the indemnified Party of any Claim, provided that failure to provide such notice shall not relieve the indemnifying Party of its obligations except to the extent materially prejudiced; (b) sole control of the defense and settlement of the Claim, except that the indemnified Party may participate at its own expense and shall not settle any Claim without the indemnified Party's prior written consent (not to be unreasonably withheld); and (c) reasonable cooperation by the

**indemnified Party, at the indemnifying Party's expense.**



**11. LIMITATION OF LIABILITY** 11.1 Exclusion of Damages EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF SECTION 8 (CONFIDENTIALITY), OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS INTERRUPTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 11.2 Cap on Liability SUBJECT TO THE EXCLUSIONS ABOVE, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO PROVIDER UNDER THE APPLICABLE ORDER OR SOW DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY; PROVIDED THAT THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS FOR FEES DUE AND PAYABLE. 11.3 Limitation Period Any claim arising out of or relating ■ to this Agreement must be brought within two (2) years after the cause of action accrues, except for claims for nonpayment of Fees. 12. INSURANCE 12.1 Coverage Provider shall, at its own expense, maintain throughout the Term of this Agreement, insurance policies with reputable insurers affording the following minimum coverages: (a) Commercial General Liability with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate; (b) Technology Errors and Omissions Liability, including network security and privacy liability, with limits not less than \$5,000,000 per claim and in the annual aggregate; (c) Workers' Compensation as required by Applicable Law; and (d) if applicable, Commercial Automobile Liability with a combined single limit of \$1,000,000. 12.2 Certificates Upon written request, Provider shall furnish to Customer current certificates of insurance evidencing the required coverages. Provider shall provide Customer with at least thirty (30) days' prior written notice of material cancellation or modification of any required policy. 12.3 No Limitation The maintenance of insurance in accordance with this Section 12 shall not be ■ construed as limiting or waiving Provider's liability or obligations under this Agreement or at law. 13. TERM AND TERMINATION 13.1 Term This Agreement shall commence on the Effective Date and shall continue in effect for three (3) years ("Initial Term"), unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current Term. 13.2 Termination for Cause Either Party may terminate this Agreement or any Order or SOW, effective upon written notice to the other Party, if the other Party (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof, or (b) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors. 13.3

**Effect of Termination** Upon expiration or termination of this Agreement, all rights and licenses granted ■ to Customer shall immediately cease, and Customer shall pay all Fees accrued or incurred as of the effective date of termination. Sections 1, 5 (with respect to accrued but unpaid Fees), 8, 10, 11, 12, 14, and any other provisions which by their nature should survive, shall survive termination or expiration of this Agreement. 13.4 Transition Assistance Upon request by Customer prior to the effective date of termination or expiration, Provider will cooperate in good faith to provide reasonable transition assistance (not to exceed sixty (60) days), subject to payment of Provider's then-current time and materials rates, unless otherwise agreed in an SOW. Section 13.4 intentionally omitted. [Sig-Block-α] \_\_\_\_\_ 14. **GOVERNING LAW; VENUE** 14.1 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 laws principles or rules. 14.2 Dispute Resolution Any action, suit, 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 consents to the personal jurisdiction and venue ■f such courts. 14.3 Equitable Relief Notwithstanding anything to the contrary herein, either Party may s■■k injunctive or other equitable relief in any competent court to prevent actual or threatened misuse of its intellectual property or Confidential Information.



**15. MISCELLANEOUS**

**15.1 Assignment** Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement without consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assignee assumes all obligations hereunder in writing. Any attempted assignment in violation of this Section 15.1 shall be null and void.

**15.2 Notices** All notices, requests, consents, claims, demands, waivers, and other communications required or permitted hereunder shall be in writing and (a) delivered by hand or by reputable overnight courier, (b) sent by certified mail (return receipt requested, postage prepaid), or (c) sent by electronic mail with confirmation of receipt, in each case to the address set forth in the preamble (or as otherwise designated in writing), and shall be deemed effective upon receipt.

**15.3 Entire Agreement; Amendment** This Agreement, including all Orders, SOWs, annexes, and exhibits, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral. No modification, amendment, or waiver of any provision hereof shall be effective unless in writing and executed by authorized representatives of both Parties.

**15.4 Waiver; Severability** No waiver of any right or remedy hereunder shall be effective unless in writing and signed by the waiving Party, nor shall any waiver be deemed to be a waiver of any subsequent breach. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to replace such invalid provision with a valid provision that most nearly achieves the Parties' intent.

**15.5 Independent Contractors** The Parties are independent contractors and nothing herein shall be construed to create a partnership, joint venture, employment, or agency relationship between the Parties. Neither Party shall have the authority to bind the other Party in any respect.

**15.6 Counterparts; Electronic Execution** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (including PDF or secure e-signature platforms) shall have the same legal effect as original signatures.

**15.7 Force Majeure** Neither Party shall be liable for any delay or failure to perform its obligations (except payment of Fees) under this Agreement due to circumstances beyond its reasonable control, including acts of God, war, terrorism, civil unrest, strikes, epidemics, embargoes, governmental orders, or Internet or utility failures.

**15.8 No Third-Party Beneficiaries** Except as otherwise expressly provided herein, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever. For avoidance of doubt, see § 21.4(c)(iv) regarding telecom-specific indemnities.

