

CONFIDEN-TIAL – DRAFT June 17, 2024 This Master Services Agreement – Page 1

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1. DEFINITIONS

1.1 Definitions. For purposes of this Agreement, capitalized terms have the meanings ascribed below or elsewhere in the Agreement (including any Annex), unless otherwise expressly specified: (a) “Affiliate” means, with respect to a Party, any entity controlling, controlled by, or under common control with such Party. (b) “A2P” means application-to-person messaging, including but not limited to SMS or MMS communications initiated by Client’s or its end users’ systems. (c) “Applicable Law” means all statutes, regulations, ordinances, and rules of any governmental or quasi-governmental authority applicable to a Party’s performance hereunder. (d) “Confidential Information” means all non-public information disclosed by one Party to the other, in any form, that is designated as confidential or that reasonably should be understood to be confidential. (e) “Data Protection Law” means any applicable data privacy, security, or protection law, regulation, or directive, including but not limited to the General Data Protection Regulation (EU) 2016/679 (“GDPR”). (f) “Order Form” means a written ordering document signed by both Parties that references this Agreement and specifies the Services, pricing, and any supplemental terms. (g) “Emergency Message” means a communication, including without limitation a voice or SMS transmission, intended to notify first responders, public safety access points, or similar entities of an emergency event or condition. (h) “Services” means the telecommunications, managed data, and related services to be provided by Provider as described in this Agreement and any Order Form or Statement of Work. (i) “Service Disruption” is any interruption, degradation, or material unavailability of the Services, whether caused by Provider, a third party, or force majeure. (j) “Taxes” means all sales, use, excise, value-added, gross receipts, or similar taxes, levies, or duties imposed by any governmental authority in connection with the provision or receipt of Services, excluding Provider’s income taxes¹.

1.2 Scope. The terms defined in § 1.1 above shall apply throughout this Agreement and any Annexes, except where the context otherwise requires. Headings are for reference only and do not affect interpretation. In the event of a conflict between an Order Form and this Agreement, the Order Form shall control solely with respect to the Services described therein.

2. SCOPE OF SERVICES

2.1 Services. Provider shall provide Client with the Services described in each Order Form or Statement of Work (“SOW”), subject to the terms of this Agreement, and will use commercially reasonable efforts to meet any service levels set forth in the applicable Annexes. (a) Provider may modify the Services upon thirty (30) days’ prior written notice, provided such modifications do not materially reduce the functionality or security of the applicable Service, except where required by Applicable Law or by a governmental authority. (b) Client may not use the Services for any purpose prohibited by Applicable Law, including, without limitation, unlawful telemarketing, spam, or unsolicited messaging.

2.2 Orders. Each Order Form or SOW shall reference this Agreement, specify the Services to be delivered, and be executed by duly authorized representatives of both Parties. Orders are non-cancellable except as expressly set forth herein.

2.3 Affiliates. Either Party’s Affiliates may enter into separate Order Forms subject to this Agreement by executing such Order Forms with Provider or Client, as applicable, in which case references to “Client” or “Provider” in such Order Forms shall be deemed to refer to the executing Affiliate *mutatis mutandis*.

2.4 § 2.4 intentionally omitted.

3. FEES, INVOICING, AND TAXES

3.1 Fees and Payment Terms. Client shall pay Provider the fees set forth in each Order Form, subject to any applicable pricing tiers or volume discounts specified in the Commercial Annex. Except as otherwise expressly provided in this Agreement or an Order Form, all fees are due net thirty (30) days from the date of invoice. (a) If Client disputes any portion of an invoice in good faith, Client must provide written notice of such dispute within fifteen (15) days of receipt, identifying the specific charges in dispute and the basis therefor, and pay all undisputed

amounts in accordance with this section. (b) Late payments shall accrue interest at the lesser of 1.5% per month or the highest rate permitted by Applicable Law, calculated from the date due until paid. (c) Provider reserves the right to suspend Services on five (5) business days' written notice for any undisputed overdue amounts, provided that Services will be reinstated promptly upon receipt of payment in full. 3.2 Taxes. All fees are exclusive of Taxes. Client shall be responsible for all Taxes associated with the Services, except for taxes based on Provider's net income, employment, or property. 3.3 No Set-Off. Client shall not be entitled to set off, deduct, or withhold any amounts due under this Agreement against any other amounts or claims, except as required by Applicable Law.

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4. SERVICE LEVELS; CREDITS

4.1 Service Levels. Provider will use reasonable efforts to meet or exceed the service level commitments described in the Commercial Annex and/or any Order Form (the “Service Levels”). Service Level measurement and reporting shall be as described in the Commercial Annex. Service Disruption events will be addressed as set forth in this Agreement and, if [REDACTED], the Commercial Annex.

4.2 Service Credits. In the event of any Service Disruption, Client’s sole and exclusive remedy shall be the receipt of Service Credits as described in the Commercial Annex, subject to the limitations and exclusions set forth therein and in § 11 below.

4.3 Exclusions. Notwithstanding the foregoing, Service Credits shall not be available in connection with: (a) scheduled maintenance or emergency maintenance with prior notice to Client, (b) failures or disruptions attributable to Client’s systems, connectivity, or acts or omissions, or (c) force majeure events as defined in § 14.2.

4.4 Calculation and Application. Service Credits, if any, shall be calculated as described in the Commercial Annex and applied to the subsequent invoice following Provider’s confirmation of the Service Level failure. Claims for Service Credits must be submitted by Client within thirty (30) days after the applicable Service Disruption.

5. SECURITY, CONFIDENTIALITY, AND DATA PROTECTION

5.1 Security. Provider shall implement and maintain technical and organizational measures designed to protect the security, integrity, and confidentiality of Client Data, as further detailed in the Commercial Annex and the Data Protection Annex, where applicable. Provider will promptly notify Client of any unauthorized access to or disclosure of Client Data, and will cooperate with Client in investigating and remediating any such incident.

5.2 Confidentiality. Each Party agrees to hold Confidential Information received from the other Party in strict confidence and not to disclose such Confidential Information to any third party except as expressly permitted herein or required by Applicable Law. The foregoing obligations shall not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) is received from a third party without breach of a confidentiality obligation; (c) is independently developed without use of the Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided that (where legally permissible) the disclosing Party gives prompt notice and cooperates in seeking a protective order.

5.3 Data Protection. To the extent Provider processes Client Personal Data in connection with the Services, Provider shall comply with Data Protection Law and the terms of the Data Protection Annex. Each Party will reasonably cooperate with the other to facilitate compliance with Data Protection Law, including, where applicable, the execution of data processing agreements or standard contractual clauses as required by law.

5.4 Return or Deletion of Data. Upon termination or expiration of the Agreement, Provider shall, at Client’s written request and subject to the terms of the Data Protection Annex, return or securely delete all Client Data in its possession or control, except to the extent retention is required by Applicable Law or for Provider’s record-keeping purposes.

6. INTELLECTUAL PROPERTY; LICENSES

6.1 Provider IP. All rights, title, and interest in and to the Services, the underlying software, technology, and documentation, and all modifications, enhancements, or derivative works thereof, shall remain with Provider and its licensors. No rights are granted to Client hereunder except as expressly set forth in this Agreement.

6.2 Client IP. Client retains all rights, title, and interest in and to Client Data and any intellectual property provided or developed by Client in connection with its use of the Services.

6.3 License Grant. Provider hereby grants Client a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Term, solely for Client’s internal business purposes and subject to the restrictions set forth in this Agreement.

6.4 Restrictions. Except as expressly permitted by this Agreement, Client shall not: (a) reverse engineer, decompile, disassemble, or

otherwise attempt to derive the source code for any software comprising or made available through the Services; (b) use the Services to infringe or misappropriate any third-party intellectual property right; or (c) permit any third party to do any of the foregoing. 8.

INDEMNIFICATION 8.1 By Provider. Provider shall defend, indemnify, and hold harmless Client and its Affiliates from and against any third-party claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Provider's gross negligence, willful misconduct, or material breach of this Agreement; or (b) any claim that the Services, as provided by Provider and used in accordance with this Agreement, infringe or misappropriate any intellectual property right of a third party. 8.2 By Client. Client shall defend, indemnify, and hold harmless Provider and its Affiliates from and against any third-party claims, damages, losses, or expenses arising out of or relating to: (a) Client's gross negligence, willful misconduct, or material breach of this Agreement; or (b) Client's use of the Services in violation of Applicable Law or in a manner not authorized by this Agreement. 8.3 Procedures. As a condition to the obligations in § 8.1 and § 8.2, the indemnified Party shall provide prompt written notice of any claim, permit the indemnifying Party to control the defense and settlement, and reasonably cooperate at the indemnifying Party's expense.

[TABLE_HARD_1] [Sig-Block-α] _____ [PAGE ■ BREAK] CONFIDEN-

TIAL – DRAFT 2024-06-17 – Page 3 of 12 9. LIMITATION OF LIABILITY 9.1 Limitation of Damages. EXCEPT FOR LIABILITY ARISING UNDER § 8 (INDEMNIFICATION), § 5 (CONFIDENTIALITY), OR CLIENT'S PAYMENT OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA, OR BUSINESS INTERRUPTION, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 9.2 Cap on Liability. EXCEPT FOR LIABILITY ARISING UNDER § 8, § 5, OR CLIENT'S PAYMENT OBLIGATIONS, AND SUBJECT TO § 9.3 BELOW, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO PROVIDER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.¹ 9.3 Exclusions; Carve-outs. Notwithstanding anything to the contrary, neither Party's liability for death, personal injury, or fraud is excluded or limited, however, Provider's liability for Service Disruption shall be as set forth in § 4.2 and § 11.2, and, except for claims under § 8, Service Credits are Client's sole and exclusive remedy. 9.4 Run-on Sentence Clause. Notwithstanding any other provision of this Agreement, and subject to § 9.1 and § 9.2, Provider shall not be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure results from an event of force majeure as described in § 14.2, provided that ■ Provider uses reasonable efforts to mitigate the effects of such event, notifies Client promptly of the occurrence and estimated duration of such event, and resumes performance as soon as practicable after the cessation of the event, except that nothing in this section shall relieve Provider from its payment obligations for Services already rendered, nor shall it limit Client's right to terminate the Agreement in accordance with § 13.3 if the force majeure event continues for more than sixty (60) consecutive days, and for purposes of this section, "force majeure" shall include, without limitation, acts of God, war, terrorism, civil disturbance, labor disputes, government actions, or failures of telecommunications or internet service providers not attributable to Provider. 10.

INSURANCE 10.1 Insurance Requirements. Provider shall maintain, at its own expense, during the Term and for at least one (1) year thereafter: (a) commercial general liability

insurance with limits not less than USD 2,000,000 per occurrence and USD 4,000,000 aggregate; (b) professional liability (errors and omissions) insurance with limits not less than USD 5,000,000 per claim; (c) cyber liability insurance with limits not less than USD 5,000,000 per claim; and (d) workers' compensation insurance as required by Applicable Law. 10.2 Evidence of Insurance. Upon Client's written request, Provider shall deliver certificates of insurance evidencing the coverages and limits required above. Provider shall provide at least thirty (30) days' written notice prior to any cancellation or material reduction in coverage. 11. TERM AND TERMINATION 11.1 Term. This Agreement commences on the Effective Date and ■ continues for an initial term of three (3) years, unless earlier terminated as provided herein. Thereafter, the Agreement shall automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term. 11.2 Termination for Cause. Either Party may terminate this Agreement or any Order Form or SOW immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the nature of the breach. 11.3 Termination for Convenience. Client may terminate any Order Form or SOW for convenience u■■n ninety (90) days' prior written notice to Provider, provided that Client shall remain liable for all fees incurred through the effective date of termination and any non-cancellable commitments made by Provider in reliance on such Order Form. 11.4 Effect of Termination. Upon expiration or termination of this Agreement, all rights and licenses granted to Client hereunder shall immediately terminate, and Client shall promptly return or destroy all Provider Confidential Information in its possession or control, subject to § 5.4. 11.5 Survival. Sections 1, 5, 6, 8, 9, 11.4, 12, and any other provisions which by their nature should survive termination shall so survive.

[Sig-Block-α] _____ 5. CONFIDENTIALITY 5.1 Confidential

Information. Each Party acknowledges that during the performance of this Agreement it may receive or gain access to information which is proprietary or confidential to the other Party, including, but not limited to, business, technical, financial, or personal data, documentation, trade secrets, and know-how in any form ("Confidential Information"). Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) is received from a third party without restriction; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. 5.2 Nondisclosure Obligations. The Receiving Party shall: (a) use the Confidential Information solely in connection with the purposes of this Agreement; (b) use commercially reasonable efforts to protect the Confidential Information from unauthorized use or disclosure; and (c) not disclose any Confidential Information to any person or entity except to its employees, agents, or subcontractors who have a need to know such information for the purposes of this Agreement and are bound by written confidentiality obligations at least as restrictive as those contained herein. 5.3 Compelled Disclosure. If the Receiving Party becomes legally compelled to disclose any Confidential Information, it will provide prompt written notice to the Disclosing Party (to the extent legally permissible) and cooperate, at the Disclosing Party's expense, in any lawful efforts to contest or limit the scope of such disclosure. The Receiving Party shall in any event disclose only that portion of the Confidential Information which it is legally required to disclose. 5.4 Return or Destruction. Upon expiration or termination of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof, except that the Receiving Party may retain one archival copy solely for legal or regulatory purposes, subject to continuing confidentiality obligations. 5.5 No License. Except as expressly set forth herein, nothing in this Agreement shall be construed as granting any license or other rights, by implication, estoppel, or otherwise, under any patent, trademark, copyright, or other intellectual property right of the Disclosing Party. CONFIDENTIAL – DRAFT 2024-06-17 – Page 5 of 12

6. DATA PROTECTION & PRIVACY

6.1 Compliance. Each Party shall comply with all Applicable Data Protection Laws in connection with the collection, processing, storage, and transfer of any Personal Data under this Agreement. Provider shall implement and maintain appropriate technical and organizational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

6.2 Subprocessors. Provider may engage Subprocessors for the processing of Personal Data, provided that Provider shall remain responsible for the acts and omissions of such Subprocessors as though they were Provider's own, and shall ensure that all Subprocessors are bound by written obligations substantially similar to those set forth herein.

6.3 Data Breach Notification. In the event of a confirmed Security Incident affecting Personal Data, Provider shall notify Client without undue delay and in any event within seventy-two (72) hours after becoming aware of such incident, and shall provide sufficient information to Client to allow it to meet its own reporting obligations under Applicable Data Protection Laws.

6.4 Cross-Border Transfers. Provider shall not transfer Personal Data outside the jurisdiction in which it was originally collected without implementing appropriate safeguards required by Applicable Data Protection Laws, including, where applicable, execution of standard contractual clauses or compliance with an adequacy decision.

6.5 Privacy Requests. Provider shall, to the extent reasonably practicable, assist Client in responding to requests from Data Subjects to exercise their rights under Applicable Data Protection Laws, provided that Client shall pay Provider's reasonable costs incurred in connection with such assistance.

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7. INTELLECTUAL PROPERTY

7.1 Ownership. Except as expressly provided in this Agreement: (a) all Intellectual Property Rights in and to the Services and any deliverables provided by Provider in connection therewith (excluding any Client Data, as defined below) shall remain the exclusive property of Provider or its licensors; and (b) Client shall retain all right, title, and interest in and to any data or materials furnished by Client to Provider (“Client Data”).

7-B-iii. License Grant. Subject to Client’s compliance with the terms of this Agreement, Provider hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services and Deliverables solely for Client’s internal business purposes during the Term.

7.3 Feedback. Client hereby grants to Provider a perpetual, irrevocable, royalty-free, worldwide license to use, modify, and incorporate into Provider’s products or services any suggestions, enhancement requests, recommendations, or other feedback provided by Client or its Affiliates, relating to the Services, with no obligation to attribute or compensate Client.

7.4 Third-Party Materials. Provider may incorporate third-party materials into the Services or Deliverables, provided that any such incorporation shall not diminish the rights or remedies of Client under this Agreement; Provider shall identify such third-party materials and ensure that, to the extent required, Client receives a license to use such materials on terms no less protective than those set forth herein.

7.5 § 7.5 intentionally omitted.

8. INDEMNIFICATION

8.1 By Provider. Provider shall defend, indemnify, and hold harmless Client and its Affiliates from and against any third-party claim alleging that the Services, as delivered and used in accordance with this Agreement, infringe any patent, copyright, or trade secret of such third party, provided that Provider shall have no obligation with respect to any claim arising from (a) modification of the Services by anyone other than Provider; (b) use of the Services in combination with any product, service, or data not supplied by Provider; or (c) use of the Services in violation of this Agreement.

8.2 DRAFT—Internal Use Only By Client. Client shall defend, indemnify, and hold harmless Provider and its Affiliates from and against any third-party claims, damages, losses, or expenses arising out of or relating to: (a) Client’s gross negligence, willful misconduct, or material breach of this Agreement; or (b) Client’s use of the Services in violation of Applicable Law in a manner not authorized by this Agreement.

8.3 Procedures. As a condition to the obligations in § 8.1 and § 8.2, the indemnified Party shall provide prompt written notice of any claim, permit the indemnifying Party to control the defense and settlement, and reasonably cooperate at the indemnifying Party’s expense.

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8.4 Notwithstanding anything to the contrary in this Agreement, and subject always to the express limitations set forth in § 9.1, but excepting those arising solely from gross negligence or willful misconduct by the indemnitee, in no event shall either Party be liable for any indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, lost profits, loss of data, or business interruption) arising out of or relating to this Agreement or the subject matter hereof, whether in contract, tort (including negligence) or otherwise, provided, however, that nothing in the foregoing shall be construed to limit either Party's liability for: (i) death or personal injury resulting from its negligence; (ii) its breach of § 5 (Confidentiality) or § 6.3 (Data Breach Notification); or (iii) any amounts due and payable for the Services rendered under any Order Form, notwithstanding the foregoing, each Party's aggregate liability under this Agreement shall not exceed the total fees paid or payable by Client to Provider under the applicable Order Form for the twelve (12) month period preceding the event giving rise to such liability, except where such limitation would contravene applicable law or regulation, and, en tout état de cause, chaque Partie demeure responsable de ses obligations essentielles. En vertu du présent Accord, provided further that where a Party is required to indemnify the other Party under § 8.1 or § 8.2, such liability cap shall not apply to indemnification claims for intellectual property infringement or misappropriation, any unauthorized use or disclosure of Confidential Information, or fraud, and except for Service Credits or remedies expressly described in § 11.2 or § 13.4, Service Credits shall constitute Client's sole and exclusive remedy for any Service Disruption, and nothing herein shall relieve either Party from liability for amounts owed for Services already performed, provided always that any claim for indemnification under this Agreement must be brought within twenty-four (24) months of the act, omission, or event giving rise to such claim.

9. INSURANCE 9.1 Insurance Requirements. Provider shall maintain, at its own expense, during the Term and for at least one (1) year thereafter: (a) commercial general liability insurance with limits not less than USD 2,000,000 per occurrence and USD 4,000,000 aggregate; (b) professional liability (errors and omissions) insurance with limits not less than USD 5,000,000 per claim; (c) cyber liability insurance with limits not less than USD 5,000,000 per claim; and (d) workers' compensation insurance as required by Applicable Law. 9.2 Evidence of Insurance. Upon Client's written request, Provider shall deliver certificates of insurance evidencing the coverages and limits required above. Provider shall provide at least thirty (30) days' written notice prior to any cancellation or material reduction in coverage. CONFIDENTIAL – DRAFT 2024-06-17 – Page 8 of 12

10.1 Term. This Agreement commences on the Effective Date and, unless terminated in accordance with this Section 10, shall remain in effect for an initial term of three (3) years (“Initial Term”), automatically renewing for additional one (1) year terms unless either Party provides at least ninety (90) days’ written notice of non-renewal prior to the expiration of the then-current term. 10.2 Termination for Convenience. Either Party may terminate this Agreement or any Order Form for any reason or no reason at all upon one hundred twenty (120) days’ prior written notice to the other Party, provided, however, that any such termination shall not affect any rights or obligations accrued prior to the effective date of termination. 10.3 Termination for Cause. In the event of a material breach that is not cured within thirty (30) days following written notice thereof by the non-breaching Party, such Party may terminate this Agreement or any affected Order Form immediately upon written notice. 10.3.1 Notwithstanding the foregoing, either Party may terminate this Agreement or any Order Form immediately if the other Party becomes insolvent, applies for (or consents to) the appointment of a receiver or trustee, or commences a voluntary proceeding under bankruptcy or similar laws. 10.4 Effects of Termination. Upon termination or expiration of this Agreement: (a) all rights and licenses granted to Client shall cease; (b) Client shall pay Provider all undisputed fees and reimbursable expenses accrued prior to such termination; (c) each Party shall return or destroy the other Party’s Confidential Information in its possession (except as required by law or to maintain standard business records), and (d) any provisions which by their nature should reasonably survive termination (including, without limitation, Sections 5, 8, 9, 11, and 14), shall so survive. 10.5 Transition Assistance. Upon written request by Client made within thirty (30) days of expiration or termination, Provider shall use commercially reasonable efforts to assist in transitioning the Services to Client or its designee for a period not to exceed sixty (60) days, at Provider’s then-current rates. 11. GOVERNING LAW AND DISPUTE RESOLUTION 11.1 Governing Law. This Agreement and any claims relating to its subject matter 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. 11.2 Dispute Resolution. The Parties shall use reasonable efforts to resolve any dispute, controversy, or claim arising under this Agreement through good-faith negotiations between executives with authority to settle the dispute. If such negotiations do not resolve the dispute within thirty (30) days of written notice, either Party may refer the dispute to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be conducted in New York City by a single arbitrator, and judgment on the award may be entered in any court of competent jurisdiction. 11.2.1 Notwithstanding the foregoing, each Party reserves the right to seek injunctive or equitable relief in any court of competent jurisdiction for breaches or threatened breaches of Sections 5 or 7. 11.2.1.1 The Parties expressly waive any right to trial by jury in any such action. 11.3 THE PARTIES HEREBY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. 11.4 § 11.4 intentionally omitted.

CONFIDENTIAL – DRAFT 2024-06-17 – Page 10 of 12 12. ANNEX I –
TELECOMMUNICATIONS SERVICES 12.1 Emergency Call Disclaimer. Client acknowledges and agrees that the Services are not intended to support or carry emergency calls to any emergency services such as 911, E911, or similar numbers, and Client shall inform its end users accordingly. Provider shall have no liability for any failure of the Services to connect or transmit any Emergency Message (which, for purposes of this Agreement, means any communication intended to reach emergency responders or public safety answering points). 12.2 SMS and Voice Compliance. Client shall comply with all applicable laws, carrier codes of conduct, and industry standards governing the transmission of SMS and voice messages, including, but not limited to, obtaining all required consents and maintaining appropriate opt-in and opt-out mechanisms. 12.3 A2P Registration and Duties. Where required by law or by any telecommunications carrier, Client shall cooperate in registering Sender IDs, short codes, or similar identifiers and shall bear any associated fees, and Provider shall use commercially reasonable efforts to facilitate such registration. 12.4 Provider may, upon reasonable advance notice and at its sole discretion, suspend or throttle the Services as necessary to comply with applicable carrier requirements, mitigate fraud, or prevent Service Disruption, provided that such suspension or throttling is limited in duration and scope to the extent reasonably necessary. 12.5 Provider shall maintain records of compliance with this Section 12 for a period of no less than two (2) years and shall provide such records to Client or to any regulatory authority upon reasonable written request. 12.6 In the event of any regulatory inquiry or enforcement action relating to the Services, the Parties shall cooperate in good faith to respond to such inquiry, provided that each Party shall bear its own costs unless such inquiry arises from the other Party's breach of this Agreement. [TABLE_HARD_x]
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CONFIDENTIAL – DRAFT 2024-06-17 – Page 11 of 12 13. ANNEX II – COMMERCIAL TERMS 13.1 Price Tiers. The following table sets forth the applicable pricing tiers for the Services. Unless otherwise agreed in an Order Form, these rates shall apply for the duration of the Agreement, subject to annual adjustment not to exceed three percent (3%) per annum. [TABLE_HARD_x] 13.2 Service Level Agreement (SLA) Metrics. Provider shall use commercially reasonable efforts to meet or exceed the SLA metrics set forth below; failure to meet such metrics in any calendar month shall entitle Client to the Service Credits specified herein as Client's sole and exclusive remedy for such Service Disruption, except as otherwise provided in § 8.4. [TABLE_HARD_x] 13.3 Escalation Matrix. Escalation of unresolved issues shall proceed in accordance with the following matrix.¹ [TABLE_HARD_x] ¹ Notwithstanding the cross-reference to § 13.3 in the body of § 8.3, the Parties acknowledge that this clause may be superseded by provisions in an applicable Order Form. 13.4 If any discrepancy arises between the commercial terms in this Annex and those in any Order Form, the Order Form shall govern with respect to the conflicting provision only. DRAFT—Internal Use Only Service Level Credits shall not be cumulative with other remedies, and any claim for Service Credits must be made in writing within thirty (30) days of the applicable Service Disruption, and, in the event of recurring failures, Provider's total liability for Service Credits in any rolling twelve (12) month period shall not exceed ten percent (10%) of the total fees paid by Client for the affected Services during such period, and this limitation shall apply notwithstanding any contrary provision in § 8.4.

