

[Sig-Block-α] _____ MASTER SERVICES AGREEMENT This Master Services Agreement (“Agreement”) is entered into as of April 24, 2024 (“Effective Date”), by and between: ServiceCore, Inc., a Delaware corporation with offices at 1199 Liberty Drive, Philadelphia, PA 19107 (“Service Provider”); and Atlas Holdings, LLC, a Delaware limited liability company with principal offices at 23 Canal Road, Jersey City, NJ 07302 (“Customer”). WHEREAS, Service Provider is engaged in the business of providing communications platform services, and Customer desires to obtain certain services pursuant to the terms and conditions herein; NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree ■s follows:

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1. DEFINITIONS

1.1 “Affiliate” means, with respect to any entity, any other entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such entity, where “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

1.2 “Applicable Law” means all statutes, laws, ordinances, regulations, rules, codes, and requirements of any governmental authority applicable to a Party’s performance under this Agreement.

1.3 “Confidential Information” means all non-public, proprietary, or confidential information, in any form or medium, disclosed by or on behalf of a Party to the other Party, whether before or after the Effective Date, including, without limitation, all business, technical, and financial information, trade secrets, software, and data, and, for the avoidance of doubt, any Personal Data.

1.4 “Customer Data” means any data, content, or other materials provided, uploaded, or transmitted by or on behalf of Customer or its Users to the Service, or collected through the Service for Customer’s benefit.

1.5 “Documentation” means any user instructions, technical literature, training materials, specifications, or other documentation made available by Service Provider and relating to the Service.

1.6 “Fees” means the amounts payable by Customer to Service Provider as set forth in an Order or SOW, subject to adjustment in accordance with this Agreement.

1.7 “Order” means any order form, statement of work, or similar ordering document executed by the Parties referencing this Agreement and specifying the Services to be provided.

1.8 “Party” means either Customer or Service Provider individually, and “Parties” means both collectively.

1.10 “Personal Data” means any information relating to an identified or identifiable natural person processed by Service Provider in connection with this Agreement.

1.11 “Service” means Service Provider’s hosted communications platform and related services, as further described in the applicable Order(s) or SOW(s).

1.12 “SLA” means the service level agreement describing specific performance commitments and remedies, as set forth in the applicable Annex.

1.13 “User” means any individual authorized by Customer to access or use the Service under Customer’s account.

1.14 Section intentionally omitted.

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2. SCOPE OF SERVICES

2.1 Services Provided. Service Provider shall provide Customer with access to the Service, subject to the terms of this Agreement and any applicable Orders or SOWs. The Parties may enter into one or more Orders or SOWs for the provision of additional services (e.g., implementation, support, or custom development), each of which shall form a part of and be governed by this Agreement.

2.2 Modifications; Ancillary Services. Service Provider reserves the right, at its sole discretion, to make changes to the Service that do not materially decrease its overall functionality, provided that Service Provider shall use commercially reasonable efforts to notify Customer in advance of any such change. Notwithstanding the foregoing, Service Provider shall not be obligated to provide any custom features or modifications except as expressly set forth in an executed Order or SOW.

2.3 Affiliates. Customer’s Affiliates may purchase Services under this Agreement by executing an Order or SOW, and in such event, all references to “Customer” herein shall be deemed to refer to such Affiliate with respect to such Order or SOW, *mutatis mutandis*.

2.4 Subcontractors. Service Provider may use subcontractors in the performance of its obligations hereunder, and notwithstanding that Service Provider shall remain responsible for the acts and omissions of its subcontractors.

3. ORDERS AND STATEMENTS OF WORK

3.1 Ordering Process. The Parties may enter into Orders or SOWs from time to time. Each Order or SOW shall specify, at a minimum, (a) the Services to be provided, (b) the applicable Fees, (c) the term, and (d) any additional terms or deliverables. Orders or SOWs must be signed by both Parties to be valid.

3.2 Conflicting Terms. If there is any conflict between this Agreement

and any Order or SOW, the terms of the Order or SOW shall govern solely with respect to the Services provided thereunder, except where expressly stated otherwise in such Order or SOW.

3.3 Changes. Any modification to an Order or SOW must be in writing and executed by authorized representatives of both Parties. Service Provider shall have no obligation to commence work on any change until the change is mutually agreed in writing.

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4. FEES, PAYMENT, AND TAXES

4.1 Fees and Invoicing. Customer shall pay all Fees as set forth in each applicable Order or SOW. Unless otherwise specified, Fees are due within thirty (30) days from the date of invoice. Invoices shall be issued monthly in arrears or as otherwise set forth in the applicable Order or SOW.

4.2 Taxes. Fees are exclusive of all taxes, levies, duties, or similar governmental assessments of any nature (collectively, “Taxes”). Customer shall be responsible for all Taxes associated with its purchases hereunder, excluding taxes based on Service Provider’s net income, property, or employees. If Service Provider is required to collect or remit Taxes, Service Provider will invoice Customer for such Taxes, unless Customer provides a valid tax exemption certificate.

4.3 Disputed Fees. If Customer reasonably and in good faith disputes any portion of an invoice, Customer shall notify Service Provider in writing within fifteen (15) days of receipt of the invoice, specifying the disputed amount and the basis for the dispute. The Parties shall use commercially reasonable efforts to resolve the dispute promptly. Customer shall pay all undisputed amounts by the due date.

4.4 Late Payments. Any undisputed amount not paid when due shall accrue interest at the lesser of 1.5% per month or the maximum amount permitted by Applicable Law, calculated from the due date until paid in full. Service Provider may suspend performance of Services for non-payment, provided that Service Provider has given at least ten (10) days’ prior written notice and the payment remains outstanding.

4.5 No Setoff. Customer may not withhold, offset, or deduct any amounts owed to Service Provider under this Agreement, except to the extent required by Applicable Law.

5. SERVICE LEVELS AND SERVICE CREDITS

5.1 Service Levels. Service Provider shall use commercially reasonable efforts to meet or exceed the SLA metrics specified in the applicable Annex. In the event of a failure to meet an SLA metric, Customer’s sole and exclusive remedy shall be the receipt of the applicable Service Credits as described in the SLA.

5.2 Reporting and Claims. To claim a Service Credit, Customer must submit a written request to Service Provider within thirty (30) days following the month in which the Service Level failure occurred. Service Provider will review the request and, if validated, apply the Service Credit to the next invoice.

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[Sig-Block-α] _____ 6. SECURITY; CPNI OBLIGATIONS 6.1 Security Program. Service Provider shall implement and maintain an information security program that includes administrative, technical, and physical safeguards reasonably designed to protect Customer Data against unauthorized access, destruction, use, modification, or disclosure. Such program shall, without limitation, include commercially reasonable controls regarding: (a) access management; (b) encryption ■t rest and in transit; (c) vulnerability management; and (d) incident detection and response. 6.2 Security Incident Notification. In the event of any actual or reasonably suspected unauthorized access to Customer Data in Service Provider’s possession or control, Service Provider shall promptly notify Customer, describing the nature of the incident, the data affected, and the steps taken to mitigate the impact, provided that Service Provider may delay notification as required by law enforcement or regulatory authorities. For purposes of this Section, “Security Incident” means any actual or reasonably suspected unauthorized acquisition of Customer Data. 6.3 Customer Cooperation. Customer shall cooperate with Service Provider in investigating and remediating any Security Incident, including providing relevant information and access as reasonably requested by Service Provider. 6.4 CPNI. Where Service Provider is subject to obligations under 47 U.S.C. § 222 and implementing regulations, Service Provider shall protect Customer Proprietary Network Information (“CPNI”) in accordance with Applicable Law. 6.5 Service Provider shall not be liable for any Security Incident caused by Customer’s acts or omissions, provided Service Provider’s security controls meet the requirements hereunder. 7. COMPLIANCE; EXPORT 7.1 Compliance with Laws. Each Party shall comply with Applicable Law in connection with its performance of this Agreement. Service Provider shall not be responsible for determining whether Customer’s use of the Service complies with Applicable Law, except to the extent expressly set forth in this Agreement. 7.2 Export. Customer shall not export, re-export, or transfer any Service or related technical data except in compliance with U.S. export control laws and regulations, and Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties. 7.3 DRAFT—Internal Use Only Customer shall be s■■■■ly responsible for obtaining all necessary consents, licenses, or permits required by law to use the Service in any jurisdiction outside the United States, and Service Provider shall not be obligated to perform any act that would cause it to violate Applicable Law. 7.4 § 7.4 intentionally omitted. 7-B. SUBCONTRACTORS AND AUDIT 7-B-i. Use of Subcontractors. Service Provider may engage subcontractors to perform its obligations under this Agreement, subject always to Service Provider remaining liable for the acts and omissions of its subcontractors as for its own acts or omissions. 7-B-ii. Audit Rights. Customer may, no more than once annually and upon at least thirty (30) days’ prior written notice, audit Service Provider’s compliance with its security and data protection obligations under this Agreement, provided that (a) such audit shall be conducted during regular business hours, (b) shall not unreasonably disrupt Service Provider’s business, and (c) Customer shall bear all costs of such audit. 7-B-iii. If the results of any such audit reveal a ■ material deficiency in Service Provider’s compliance with its security or data protection obligations hereunder, Service Provider shall promptly take reasonable steps to remediate such deficiency. 8. CONFIDENTIALITY AND DATA PROTECTION 8.1 Con■dentiality Obligations. Each Party (the “Recipient”) shall (a) protect the Con■dential Information of the other Party (the “Discloser”) using at least the same degree of care it uses to protect its own information of a similar nature, but in no event less than a reasonable standard of care; (b) use Con■dential Information only for the purpose of performing its obligations or exercising its rights under this Agreement; and (c) not disclose Con■dential Information to any third party except as permitted by this Agreement. 8.2 Exceptions. Con■dential Information does not include

information that: (a) is or becomes generally available to the public through no breach of this Agreement; (b) is rightfully received by Recipient from a third party without restriction; (c) is independently developed by Recipient without use of or reference to Discloser's Confidential Information; or (d) is approved for release by written authorization of Discloser. 8.3 Compelled Disclosure. If Recipient is required by law, court order, or regulatory authority to disclose Confidential Information, Recipient may do so provided it gives Discloser prompt written notice (to the extent legally permitted) and cooperates with Discloser's efforts to seek a protective order or other remedy. 8.4 Data Protection. Service Provider shall process Personal Data only as necessary to perform its obligations under this Agreement and in accordance with the Data Processing Annex, which is incorporated by reference. 8.5 Survival. The obligations set forth in this Section shall survive for five (5) years following the termination or expiration of this Agreement, except with respect to trade secrets and Personal Data, which shall survive so long as such information remains confidential or protected by law. CONFIDENTIAL – DRAFT 2024-06-26 – Page 5 of 12

9. INTELLECTUAL PROPERTY; LICENSES

9.1 Reservation of Rights. Except as expressly set forth herein, each Party retains all right, title, and interest in and to its pre-existing intellectual property and any intellectual property developed outside the scope of this Agreement. Service Provider grants Customer a limited, non-exclusive, non-transferable right to access and use the Service solely for Customer's internal business purposes during the Term, subject to the terms of this Agreement.

9.2 Restrictions. Customer shall not (a) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Service; (b) sell, sublicense, rent, lease, or otherwise transfer rights to the Service; (c) use the Service to provide services to third parties except as expressly authorized in an Order; or (d) remove, alter, or obscure any proprietary notices on the Service.

9.3 Feedback. To the extent Customer provides suggestions, comments, or other feedback relating to the Service ("Feedback"), Service Provider shall have a royalty-free, worldwide, irrevocable, sublicensable right to use and incorporate such Feedback into the Service without restriction.

9.4 Third-Party Components. The Service may incorporate software provided by third parties under separate license terms; Customer's use of such components is subject to those terms.

9.5 Emergency Message. For purposes of this Agreement, "Emergency Message" means a communication initiated through the Service that is designated as urgent by Customer or its Users, including but not limited to notifications relating to life safety, system failures, or regulatory reporting deadlines.

10. INDEMNIFICATION

10.1 By Service Provider. Service Provider shall defend, indemnify, and hold harmless Customer and its Affiliates from and against any third-party claims, demands, actions, or proceedings ("Claims") arising from (a) Service Provider's infringement or misappropriation of a third party's intellectual property rights in connection with the Service; (b) Service Provider's gross negligence or willful misconduct; or (c) violation of Applicable Law by Service Provider in its performance of this Agreement.

10.2 By Customer. Customer shall defend, indemnify, and hold harmless Service Provider and its Affiliates from and against any Claims arising from (a) Customer's use of the Service in violation of this Agreement or Applicable Law; (b) Customer Data infringing or misappropriating any third party's rights; or (c) Customer's gross negligence or willful misconduct.

10.3 Indemnification Procedure. The indemnified Party shall (a) promptly notify the indemnifying Party of any Claim (provided, however, that failure to provide prompt notice shall not relieve the indemnifying Party of its obligations except to the extent materially prejudiced), (b) permit the indemnifying Party to control the defense and settlement of the Claim (except that the indemnifying Party may not settle any Claim that imposes non-monetary obligations or admits fault without the indemnified Party's prior written consent), and (c) reasonably cooperate in the defense of the Claim.

10.4 Exclusive Remedy. This Section states the indemnified Party's sole and exclusive remedy for Claims under this Agreement.

11. LIMITATION OF LIABILITY

11.1 Limitation of Damages. EXCEPT FOR (A) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, (B) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, (C) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (D) CUSTOMER'S PAYMENT OBLIGATIONS, OR (E) DAMAGES RESULTING FROM SERVICE PROVIDER'S VIOLATION OF APPLICABLE DATA PROTECTION LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; provided that this limitation shall not apply to the extent prohibited by Applicable Law, but notwithstanding the foregoing, liability for Service Disruption shall be subject to Section 5.1 and Section 5.2.

11.2

Aggregate Cap. EXCEPT FOR THE EXCLUSIONS SET FORTH ABOVE, THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO SERVICE PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY OR (B) USD \$2,000,000. 11.3 Service Credits. Service Credits awarded under the SLA shall constitute liquidated damages and not penalties, and Customer's entitlement to Service Credits shall be its sole remedy for ■ Service Disruption. 11.4 Carve-Out. Notwithstanding the provisions of Section 11.1, either Party's liability for bodily injury, death, or tangible personal property damage caused by its negligence is not limited, except where prohibited by law, and except as otherwise provided in Section 11.2. 11.5 Boilerplate. The limitations and exclusions of liability under this Section shall apply to the maximum extent permitted by law, even if any remedy fails of its essential purpose. 11.6 The limitations of this Section shall survive termination of this Agreement. CONFIDENTIAL – DRAFT 2024-06-26 – Page 6 of 12

12. INSURANCE 12.1 Required Coverage. Service Provider shall maintain, at its own expense and throughout the Term, the following insurance coverage with financially sound and reputable insurers: (a) Commercial General Liability with a minimum limit of USD \$5,000,000 per occurrence and in the aggregate; (b) Professional Liability (Errors & Omissions) with a minimum limit of USD \$5,000,000 per claim; (c) Cyber Liability with a minimum limit of USD \$5,000,000; and (d) Workers' Compensation as required by law. 12.2 Certificates. Upon Customer's written request, Service Provider shall provide certificates of insurance evidencing the required coverages, and shall provide at least thirty (30) days' prior written notice of any material reduction or cancellation of such coverage. 12.3 No Limitation. The maintenance of insurance by Service Provider shall not be construed to limit its liability under this Agreement.

13. TERM; TERMINATION 13.1 Term. This Agreement shall commence on the Effective Date and continue for the initial term specified in ■ the first Order or SOW (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one-year renewal terms (each a "Renewal Term") unless either Party provides written notice of non-renewal at least sixty (60) 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 (a) for material breach by the other Party, subject to thirty (30) days' written notice and failure to cure; (b) if the other Party becomes insolvent, files for bankruptcy, or ceases business operations; or (c) as otherwise provided herein. 13.3 Termination for Convenience. Customer may terminate this Agreement for convenience upon ninety (90) days' prior written notice, provided all outstanding Fees are paid through the effective date of termination. 13.4 Effect of Termination. Upon termination or expiration of this Agreement, (a) all rights and licenses granted hereunder shall immediately terminate; (b) each Party shall return or destroy all Confidential Information of the other Party in its possession, ■ as required by law; and (c) Service Provider shall make Customer Data available for export for a period of thirty (30) days following termination, after which Service Provider may delete such data. 13.5 Survival. Sections 1, 4 (with respect to unpaid Fees), 8, 9, 10, 11, 12, 13.5, and 15 shall survive termination or expiration of this Agreement. 13.6 Notwithstanding Section 13.4, Customer's obligation to pay for Services rendered prior to termination shall survive termination.

14. GOVERNING LAW; DISPUTE RESOLUTION 14.1 Governing Law. ■ This Agreement 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 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved as follows: (a) the Parties shall first attempt to resolve the dispute through good-faith negotiations between senior executives; (b) if not resolved within thirty (30) days, either Party may initiate mediation through the American Arbitration Association ("AAA") in New York, New York; (c) if the dispute is not resolved by mediation within sixty (60) days, either Party may pursue any available legal or equitable remedy, subject to the limitations herein. 14.3 Injunctive Relief. Notwithstanding the foregoing, either Party may seek immediate injunctive relief in any court of competent jurisdiction to prevent actual or threatened unauthorized use or disclosure of its intellectual property or Confidential Information. 14.4 Jurisdiction. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York.

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15. MISCELLANEOUS 15.1 Entire Agreement. This Agreement, including all Orders, SOWs, and annexes hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. 15.2 Amendments. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both ■ Parties. 15.3 Waiver; Cumulative Remedies. No waiver of any breach or default hereunder shall be effective unless in writing and signed by the waiving Party. Except as expressly provided herein, the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise available at law or in equity. 15.4 Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, except to a successor in interest to all or substantially all of its business or assets; any attempt to assign in violation of this Section shall be null and void. 15.5 Notices. All notices required or permitted under this Agreement shall be in writing and delivered by hand, overnight courier, or certified mail to the address set forth in the signature block or as otherwise designated in writing. 15.6 Force Majeure. Neither Party shall be liable for any failure or delay in performance (other than payment of money) due to causes beyond its reasonable control, including acts of God, labor disputes, pandemic, government actions, or utility failures, provided the affected Party gives prompt notice and uses reasonable efforts to mitigate the impact. 15.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be signed electronically with the same force and effect as an original. 15.8 Construction. The headings herein are for convenience only and shall not affect interpretation. Any ambiguity shall not ■ be construed against either Party by reason of authorship. 15.9 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be narrowly construed to the minimum extent necessary, and the remainder shall remain in full force and effect. 15.10 Relationship of Parties. The Parties are independent contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship. 15.11 No Third-Party Beneficiaries. Except as expressly provided in § 21.4(c)(iv), this Agreement is for the sole benefit of the Parties and their permitted successors and assigns. 15.12 Order of Precedence. In the event of any conflict between this Agreement and any Order or SOW, the terms of the Order or SOW shall control with respect to the subject matter thereof, except as otherwise expressly stated. 15.13 Publicity. Neither Party may issue a press release or make any public statement regarding this Agreement without the other Party's prior written consent. 15.14 US Government Rights. If Customer is a U.S. Government entity, use, duplication, or disclosure of the Service is subject to restrictions as set forth in FAR 52.227-19 and DFARS 252.227-7013. 15.15 Section 15.15 intentionally omitted. CONFIDENTIAL – DRAFT 2024-06-26 – Page 8 of 12

12. INSURANCE 12.1 Insurance Requirements. Service Provider shall maintain, at its sole cost and expense, throughout the Term and for a period of thirty-six (36) months thereafter, the following minimum insurance coverages with reputable insurers rated A- or better by A.M. Best: (a) Commercial General Liability insurance with a per occurrence limit of not less than \$2,000,000 and an aggregate limit not less than \$4,000,000; (b) Workers' Compensation in accordance with statutory requirements; (c) Cyber Liability and Technology Errors & Omissions insurance with a combined single limit of not less than \$5,000,000 per claim and in the aggregate, including coverage for privacy, network security, business interruption, and regulatory investigations; and (d) Umbrella or excess liability insurance applying excess of the underlying policies listed in (a)-(c) above with limits not less than \$5,000,000. 12.2 Certificates of Insurance. Upon Customer request (no more than once per calendar year unless reasonably required following a material change), Service Provider shall provide current certificates of insurance evidencing compliance with this Section 12, and shall cause its insurers to provide thirty (30) days' prior written notice to Customer of any cancellation or material reduction in coverage. 12.3 Subcontractors. Service Provider shall ensure that all permitted subcontractors maintain insurance with coverages and limits substantially consistent with those required herein. 12.4 Waiver of Subrogation. To the maximum extent permitted by law, each Party waives any and all rights of subrogation against the other Party and its Affiliates with respect to any claims covered (or required to be covered) by the insurance set forth in this Section 12. 12.5 No Limitation. The maintenance of insurance required by this Section 12 shall not be construed to limit either Party's liability under this Agreement, except as expressly set forth in Section 11.

13.1 Initial Term and Renewal. The initial term (“Initial Term”) of this Agreement shall ■■mm■■n■■ on the Effective Date and continue for three (3) years unless earlier terminated as provided herein. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year renewal terms (each, a “Renewal Term”), unless either Party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. 13.2 Termination for Cause. Either Party may terminate this Agreement or any Order or SOW (a) for material breach by the other Party, subject to thirty (30) days’ written notice and failure to cure; (b) if the other Party becomes insolvent, files for bankruptcy, or ceases business operations; or (c) as otherwise provided herein. DRAFT—Internal Use Only 13.3 Termination for Convenience. Customer may terminate this Agreement for convenience upon ninety (90) days’ prior written notice, provided all outstanding Fees are paid through the effective date of termination, and Service Provider shall be entitled to payment for all Services properly performed up to the effective date of termination, which obligation ■ shall survive termination. 13.4 Effect of Termination. Upon termination or expiration of this Agreement: (a) all rights and licenses granted hereunder shall immediately terminate; (b) each Party shall return or destroy all Confidential Information of the other Party in its possession, except as required by law; (c) Service Provider shall make Customer Data available for export for a period of thirty (30) days following termination, after which Service Provider may delete such data; and (d) obligations that by their nature should survive (including those relating to confidentiality, indemnity, and limitation of liability) shall so survive. § 13.5 intentionally omitted. 13.6 Survival. Sections 1, 4 (with respect to unpaid Fees), 8, 9, 10, 11, 12, 13.6, and 15 shall survive termination or expiration of this Agreement.

CONFIDENTIAL – DRAFT 2024-06-26 – Page 11 of 12 14. GOVERNING LAW AND DISPUTE RESOLUTION 14.1 Governing Law. This Agreement 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 Jurisdiction. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York, for any action, suit, or proceeding arising out of or relating to this Agreement, without prejudice to each Party's right to seek injunctive relief in any court of competent jurisdiction (see also Section 14.4). 14.3 Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, shall be referred to the Parties' respective executive management for good-faith resolution for a period of not less than thirty (30) days; if unresolved, the dispute may be submitted to non-binding mediation administered by the American Arbitration Association, and if still unresolved within sixty (60) days of the selection of a mediator, either Party may pursue any available legal or equitable remedy. 14.4 Emergency Relief. Notwithstanding the foregoing, either Party is entitled to seek immediate temporary, preliminary, or permanent injunctive relief in any court of competent jurisdiction for any actual or threatened unauthorized use or disclosure of its Confidential Information, proprietary data, or intellectual property, without prejudice to any other rights or remedies available at law or in equity. 14.5 WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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15. MISCELLANEOUS

15.1 Entire Agreement. This Agreement, together with all Orders, SOWs, and Annexes attached hereto or incorporated by reference, constitutes the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes all prior proposals, agreements, or communications, whether written or oral, relating to such subject matter.

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

15.3 Waiver; Cumulative Remedies. No waiver of any breach or default hereunder shall be effective unless in writing and signed by the waiving Party, and except as expressly provided herein, the rights and remedies ■r■v■d■d in this Agreement are cumulative and not exclusive of any rights or remedies otherwise available at law or in equity.

15.4 Assignment. Except as provided in Section 21.4(c)(iv), neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, except to a successor in interest to all or substantially all of its business or assets; ■ny attempt to assign in violation of this Section shall be null ■nd void. For clarity, any assignment permitted hereunder shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns.

15.5 Notices. All notices required or permitted under this Agreement shall be in writing and delivered by hand, overnight courier, or certified mail to the address set forth in the signature block or as otherwise designated in writing by a Party.

15.6 Force Majeure. Neither Party shall be liable for any failure or delay in performance (other than ■■■ym■nt of money) due to causes beyond its reasonable control, including acts of God, labor disputes, pandemic, government actions, or utility failures, provided the affected Party gives prompt notice and uses commercially reasonable efforts t■ mitigate the impact.

15.7 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be signed electronically with the same force and effect as an original.

15.8 Construction. The headings herein are for convenience only and shall not affect interpretation. Any ambiguity shall not be construed against either Party by reason of authorship.

15.9 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be narrowly construed to the minimum extent necessary, and the remainder shall remain in full force and effect.

15.10 Relationship of Parties. The Parties are ■nd■■■nd■nt contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship.

15.11 No Third-Party Beneficiaries. Except as expressly provided in Section 21.4(c)(iv), this Agreement is for the sole benefit of the Parties and their permitted successors and assigns.

15.12 Order of Precedence. In the event of any conflict between this Agreement and any Order, SOW, or Annex, the terms of the Order, SOW, or Annex shall control with respect to the subject matter thereof, except as otherwise expressly stated.

15.13 Publicity. Neither Party may issue a press release or make any public statement regarding this Agreement without the other Party's prior written consent.

15.14 U.S. Government Rights. If Customer is a U.S. Government entity, use, duplication, or disclosure of the Service is subject to restrictions as set forth in FAR 52.227-19 and DFARS 252.227-7013.

15.15 Section 15.15 intentionally omitted.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed ■ by their duly authorized representatives as of the Effective Date. [Signature Page Follows]

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