

MASTER SERVICES AGREEMENT

Last Updated: October 2, 2025

This Master Services Agreement ("**Agreement**") set forth in one or more order forms ("**Orders**") executed between Concierge Messaging LLC and the entity listed in the initial Order referencing this Agreement ("**Customer**").

1. DEFINITIONS.

"Affiliates" means (a) an entity of which a party directly or indirectly owns more than fifty percent (50%) of the stock or other equity interest, (b) an entity that owns more than fifty percent (50%) of the stock or other equity interest of a party or (c) an entity which is under common control with a party by having more than fifty percent (50%) of the stock or other equity interest of such entity and a party owned by the same person, but such entity shall only be deemed to be an Affiliate so long as such ownership exists.

"Customer Data" means all data, information, and other materials submitted by Customer to the Services.

"Documentation" means any user guide, help information and other documentation and information regarding the Services that is delivered by Company to Customer in electronic or other form, if any, including any updates provided by Company from time to time.

"Services" means the subscriptions, licenses, products, features, functionality, services, and other offerings set forth in one or more Orders entered into by Company and Customer.

2. COMPANY SERVICES.

2.1 **Order Forms.** This Agreement will be implemented through one or more written Order Forms that reference this Agreement. Any changes to the terms of this Agreement contained in an Order Form shall apply only to the Services described therein, and in the event of any conflict between the terms of this Agreement and such Order Form, the terms of the Order Form shall control with respect to those Services. Company may provide the Services directly or indirectly using contractors or other third-party vendors or service providers. Customer may enter into an Order Form on behalf of its Affiliates, provided that Customer shall remain responsible for all obligations under such Order Forms. Once signed by authorized representatives of both parties, each Order Form will become a part of this Agreement. Customer's execution of an Order Form that references this Agreement constitutes Customer's acceptance of, and agreement to be bound by, the version of this Agreement posted on Company's website as of the Effective Date of the applicable Order Form, without the need for a separate signature of this Agreement. The version of this Agreement in effect as of the Effective Date of the Order Form is hereby incorporated by reference and made a part of the Order Form, and such version shall govern that Order Form unless the parties expressly agree in writing to a different version.

2.2 **Services.** Subject to all terms and conditions of this Agreement, Company will provide the Services described in an applicable Order Form. Company grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to use and access the Services solely for Customer's internal business purposes in accordance with the Documentation for the applicable term of the Order Form.

2.3 **Access and Account Setup.** Company will provide Customer with access privileges that permit

Customer to access and manage its account (“**Customer Account**”) and access, analyze and download Customer Data. Customer will identify an administrative user name and password that will be used to set up Customer’s account. Customer must provide accurate and complete information and keep the Customer Account information updated. The number of Customer employees that may access the Customer Account is listed in the applicable Order Form. Customer is solely responsible for the activity that occurs on the Customer Account, and for keeping the Customer Account password secure. Customer may never use another person’s user account or registration information for Company’s Services without permission. Customer must notify Company immediately of any discovered or otherwise suspected breach of security or unauthorized use of the Customer Account. Customer shall be responsible for the acts or omissions of any person who accesses the Services using passwords or access procedures provided to or created by Customer.

- 2.4 **Support Services.** Provided that Customer is in compliance with the terms and conditions of this Agreement, Company shall use commercially reasonable efforts to provide the Services in accordance with the Service Level Agreement attached as Exhibit A.
- 2.5 **Modifications.** From time to time, Company may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge (“**Updates**”), and such Updates will become part of the Services and subject to this Agreement; provided that Company shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands and agrees that Company may modify, discontinue, replace, or change any part of the Services, including specific features or functionality, at any time in its sole discretion, without liability to Customer, provided that Company shall use commercially reasonable efforts to give Customer reasonable prior notice of any material changes. Company does not guarantee backward compatibility of the Services or that any particular feature or functionality will continue to be available during the term.
- 2.6 **Feedback.** Customer may (but is not obligated to) provide suggestions, comments or other feedback to Company with respect to the Service (“**Feedback**”). Company acknowledges and agrees that all Feedback is provided “AS IS” and without warranty of any kind. Notwithstanding anything else, Customer shall, and hereby does, grant to Company a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Company shall have no obligation to credit or compensate Customer in connection with any Feedback and may use such Feedback without restriction, including to develop, commercialize, and distribute products or services.
- 2.7 **Cooperation.** Customer acknowledges that the Services may require the reasonable cooperation of Customer personnel, as may be requested by Company from time to time. Without limiting the foregoing, where agreement, approval, acceptance, consent or similar action by Customer is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, and Customer acknowledges that any delay or failure on the part of Customer to provide the same will relieve Company of its obligations under any Order Form for the pendency of such delay or failure.
- 2.8 **Professional Services.** To the extent an Order Form specifies any professional services (“**Professional Services**”) to be provided by Company, the terms set forth in Exhibit B shall apply.
- 2.9 **Suspension and Usage Restrictions.** Company reserves the right to suspend or restrict Customer’s access to the Services, in whole or in part, immediately and without liability, if: (a) Customer fails to pay any undisputed amounts due within ten (10) days after written notice of

late payment; (b) Customer or its users materially breach this Agreement or use the Services in a manner that could reasonably harm Company, the Services, or other customers; (c) Company reasonably determines that suspension is necessary to prevent unauthorized access, protect the security, integrity, or availability of the Services, or comply with applicable law or governmental request; or (d) Customer's usage materially exceeds typical or reasonable usage patterns for similarly situated customers, creates an undue burden on Company's systems, or otherwise impacts service quality for other customers.

- 2.10 **Usage Limits and Fair Use Controls.** Company may, in its reasonable discretion, implement usage limits, rate limits, throttling, or other technical or administrative controls to protect the performance and reliability of the Services, even if Customer's Order Form provides for "unlimited" usage. Such controls will be applied in a non-discriminatory manner and Company will use commercially reasonable efforts to notify Customer in advance of any material restrictions. Any suspension or restriction under this Section shall not relieve Customer of its payment obligations under this Agreement.

3. PROPRIETARY RIGHTS.

- 3.1 **Customer Data.** Customer hereby grants to Company a worldwide, non-exclusive, royalty-free license to use, copy, access, process, reproduce, perform, display, modify, distribute and transmit the Customer Data for the purpose of providing the Services to Customer. Except for the limited rights and licenses expressly granted to Company under this Agreement, no other license is granted, no other use is permitted and Customer shall retain all rights, title and interests (including all intellectual property and proprietary rights) in and to the Customer Data.
- 3.2 **Aggregate Data.** Customer agrees that Company is free to disclose aggregate measures of usage and performance, and to reuse all general knowledge, experience, know-how, works, and technologies (including ideas, concepts, processes, and techniques) acquired during provision of the Services hereunder ("**General Knowledge**"), including that it could have acquired performing the same or similar services for another customer. Customer further agrees that Company shall have a perpetual, worldwide, non-exclusive, irrevocable right and license to use, store, copy, create derivatives of, and archive Customer Data (a) to create anonymized compilations and analyses of Customer Data that are combined with data from numerous other customers ("**Aggregate Data**"), (b) to create reports, evaluations, benchmarking tests, studies, analyses and other work product from Aggregate Data ("**Analyses**"), (c) to develop, enhance, and improve algorithms, models, machine learning, and other generally available tools in connection with the Services, and (d) to derive and use metadata, performance information, and analytics related to Customer's use of the Services. Company shall have exclusive ownership rights to, and the exclusive right to use, all Aggregate Data, Analyses, and derivative insights for any purpose, provided that Company shall not distribute Aggregate Data or Analyses in a manner that is identifiable as Customer Data. Aggregate Data and Analyses do not constitute Personal Data and are created in compliance with Exhibit C. For the avoidance of doubt, Aggregate Data and Analyses are de-identified in accordance with applicable Privacy Laws and do not contain information that could reasonably be used to identify Customer, any Consumer, or any other natural person.
- 3.3 **Limited License.** Except for the limited rights and licenses expressly granted to Customer hereunder, no other license is granted, no other use is permitted and Company (and its licensors) shall retain all rights, title and interests (including all intellectual property and proprietary rights) in and to the Services, including all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms,

know-how, trade secrets and other technologies, implementations and information that are used by Company in providing the Services, and all Company trademarks, names, logos, all rights to patent, copyright, trade secret and other proprietary or intellectual property rights. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and Customer (and its licensors) shall retain all rights, title and interest (including all intellectual property and proprietary rights) in and to Customer Data, which shall be deemed to be the Confidential Information (defined below) of Customer.

3.4 Restrictions. Except as expressly permitted in this Agreement, Customer shall not directly or indirectly (a) use any of Company's Confidential Information to create any service, software, documentation or data that is similar to or competes with any aspect of the Services, (b) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code of the Services, or the underlying ideas, algorithms or trade secrets therein, (c) use the Documentation for any reason other than in connection with the Services, (d) encumber, sublicense, transfer, rent, lease, time-share or use the Services in any service bureau arrangement or otherwise for the benefit of any third party, (e) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify any aspect of the Services, (f) use or allow the transmission, transfer, export, re-export or other transfer of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction or (g) permit any third party to engage in any of the foregoing proscribed acts.

3.5 Data Privacy. The parties acknowledge and agree that, to the extent Customer is subject to the California Consumer Privacy Act of 2018 or the Virginia Consumer Data Protection Act, the parties shall comply with the terms of Exhibit C.

4. CONFIDENTIALITY.

4.1 Confidentiality Obligations. During the term of this Agreement, from time to time, either party may disclose ("**Disclosing Party**") or make available to the other party ("**Receiving Party**"), whether orally, electronically or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products or services in connection with this Agreement (together, "**Confidential Information**"). Confidential Information of each party includes, without limitation, business plans, customer relationships, acquisition plans, systems architecture, information systems, computer programs and codes, processes, methods, operational procedures, finances, budgets, policies and procedures, product plans, projections, analyses, plans or results, the existence of any business dealings or agreements between Customer and Company, and any other information which is normally and reasonably considered confidential. Each party agrees that during the term of this Agreement and thereafter: (a) it will use Confidential Information belonging to the Disclosing Party solely for the purposes of this Agreement; and (b) it will not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees, contractors and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party will return or destroy all copies of any Confidential Information to the Disclosing Party.

4.2 Confidentiality Exclusions. For purposes hereof, Confidential Information will not include any information that: (a) was previously known without restriction by the Receiving Party; (b) was independently developed by the Receiving Party without use of or reference to any Confidential

Information belonging to the Disclosing Party; (c) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (d) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).

- 4.3 **Required Disclosures.** Nothing herein shall prevent a Receiving Party from disclosing any Confidential Information as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided that prior to any such disclosure, the Receiving Party shall use reasonable efforts to (a) promptly notify the Disclosing Party in writing of such requirement to disclose (to the extent legally permissible) and (b) cooperate with the Disclosing Party in protecting against or minimizing any such disclosure or obtaining a protective order. Furthermore, either party may disclose the terms and existence of this Agreement in connection with merger, acquisition, change of control, or sale of all or substantially all of the Company's assets or stock.

5. PAYMENTS.

- 5.1 **Fees.** Customer agrees to pay Company all fees and expenses in the amounts and at the times specified in the applicable Order Form (the "Fees"). For clarity, if Customer orders Services from a reseller, the Fees applicable to such Services shall be as set forth in the agreement between Customer and such reseller, and such agreement shall govern Customer's payment obligations to the reseller. Notwithstanding the foregoing, this Agreement shall govern all rights and obligations between Company and Customer with respect to the Services, regardless of any conflicting terms in any agreement between Customer and a reseller, and Company shall have no obligations under, nor be bound by, any agreement between Customer and a reseller.
- 5.2 **Taxes.** Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the Services under this Agreement and all Order Forms, excluding Taxes based solely on Company's net income. If Company is deemed to have the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 5.3 **Payment Terms.** Unless specified otherwise or subject to a good faith dispute, and except as may be otherwise set forth in an Order Form, all amounts due hereunder shall be paid in full (without deduction, set-off, or counterclaim) within thirty (30) days after Customer's receipt of invoice in U.S. dollars at Company's address or to an account specified by Company. All undisputed amounts not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, from the date due until paid in full. All fees are non-cancellable and non-refundable, except as expressly provided in this Agreement. Upon Customer's material breach of this Agreement or early termination of an Order Form without cause, all remaining amounts due under such Order Form for the remainder of the term shall become immediately due and payable.
- 5.4 **Expenses.** Where indicated on an applicable Order Form, Customer agrees to pay all of Company's out of pocket costs and expenses incurred by Company in the performance of its obligations under this Agreement including, without limitation, amounts incurred for air fare, travel, automobile rental, accommodations and an employee per diem.

6. WARRANTIES AND DISCLAIMERS.

- 6.1 **General.** Each party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement, to perform its obligations and to grant the rights hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.
- 6.2 **Customer.** Customer represents and warrants to Company that Customer owns all rights, title and interest in and to the Customer Data, or that Customer has otherwise secured all necessary rights in the Customer Data as may be necessary to permit the access, use and distribution thereof as contemplated by this Agreement.
- 6.3 **Company.** Company represents and warrants that it will perform the Services in compliance with all applicable laws, rules and regulations.
- 6.4 **Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE.

7. INDEMNIFICATION.

7.1 Company.

- a. **Indemnity.** Except as provided below, Company agrees to (i) defend Customer against any claim by a third party that the Services infringe a valid US patent (issued as of the Effective Date), or any copyright or trade secret, of such third party and (ii) indemnify Customer for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys’ fees) awarded and arising out of such claim. If the Services become or, in Company’s opinion, is likely to become the subject of any injunction preventing its use as contemplated herein, Company may, at its option (1) obtain for Customer the right to continue using the Services or (2) replace or modify the infringing portions of the Services so that it becomes non-infringing without substantially compromising its principal functions. If (1) and (2) are not reasonably available to Company, then it may (3) terminate this Agreement upon written notice to Customer and refund to Customer any Fees for the Services that were pre-paid for the then-current term, pro-rated for the remainder thereof. The foregoing states the entire liability of Company, and Customer’s exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Services, any part thereof or its use or operation.
- b. **Exclusions.** Company shall have no liability or obligation hereunder with respect to any claim based upon (i) any use of the Services not strictly in accordance with this Agreement or in an application or environment for which it was not designed or contemplated, (ii) any Customer Data, (iii) modifications, alterations, combinations or enhancements not created by or for Company, (iv) any portion of the Services that

implements Customer's requirements, (v) Customer's continuing allegedly infringing activity after being notified thereof or its continuing use of any version after being provided modifications that would have avoided the alleged infringement or (vi) any intellectual property right in which Customer or any of its Affiliates has an interest.

7.2 Customer. Customer agrees to defend, indemnify, and hold harmless Company and its Affiliates, officers, directors, employees, and agents from and against any and all claims, actions, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Company's authorized use of any Customer Data; (b) Customer's breach of any representation, warranty, covenant, or other agreement made herein; (c) Customer's violation of applicable law, including without limitation telecommunications, privacy, data protection, or marketing laws (such as the TCPA, CAN-SPAM Act, GDPR, or CCPA); (d) Customer's misuse of the Services, including use beyond the scope authorized herein; or (e) any claim excluded under Section 7.1(b) (Exclusions). Customer shall also indemnify and hold harmless Company from any fines, penalties, or claims imposed by a governmental or regulatory authority arising from Customer's use of the Services, including any violation of applicable marketing, data privacy, or telecommunications laws.

7.3 Procedures. Any claim for indemnification hereunder requires that (a) the indemnified party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith, and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim. The indemnifying party shall not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party's written consent (such consent not to be unreasonably delayed, conditioned or withheld). The indemnifying party shall not be liable for any settlement made without its prior written consent.

8. LIMITATION OF LIABILITY.

EXCEPT FOR ANY BREACH OF SECTION 4 (CONFIDENTIALITY), INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7 OR COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL COMPANY BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO IT HEREUNDER DURING THE PREVIOUS 12 MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. TERM AND TERMINATION.

9.1 Term of Agreement. This Agreement shall commence on the Effective Date and shall continue for the initial term specified in the Order Form (the "**Initial Term**"). Unless earlier terminated as provided herein, the Initial Term shall automatically renew for successive terms of one (1) year each (each, a "**Renewal Term**"), unless Customer notifies Company of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term.

9.2 Termination. This Agreement may be earlier terminated by either party (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30)

days after receiving written notice of such breach from the non-breaching party, or (b) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within ninety (90) days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course. Termination of this Agreement shall also terminate all outstanding Order Forms, except for those rights and obligations expressly stated to survive termination.

9.3 Effects of Termination. Upon any expiration or termination of any Order Form or this Agreement, all corresponding rights, obligations, and licenses of the parties shall cease, except that (a) all obligations that accrued prior to the effective date of termination (including without limitation all payment obligations) shall survive; (b) Customer shall cease using the Services (and if Customer continues to use the Services, Company reserves the right to continue to charge Customer); (c) subject to applicable law and to the extent technically feasible, Company shall, upon Customer's written request, return Customer Data and Personal Data to Customer within ninety (90) days of termination or expiration, and any such return shall be made in a commercially reasonable format agreed by the parties. Unless and until such a request is made, Company shall have no obligation to return or delete Customer Data or Personal Data, and may continue to retain such data to the extent permitted by applicable law; and (d) Company may retain and use any Aggregate Data in its possession or control in accordance with this Agreement. The provisions of Sections 2.6 (Feedback), 3 (Proprietary Rights), 4 (Confidentiality), 5 (Payments), 6.4 (Disclaimers), 7 (Indemnification), 8 (Limitation of Liability), 10 (General Provisions), Exhibit C (U.S. Privacy Law Addendum), and this Section 9.3 shall survive.

10. GENERAL PROVISIONS.

10.1 Entire Agreement. This Agreement (including all Order Forms executed hereunder and all exhibits, schedules, and addenda attached or incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether oral or written. Any inconsistent or additional terms contained in a purchase order, invoice, confirmation, or other similar document issued by either party shall be of no force or effect. In the event of any conflict between the terms of the documents comprising this Agreement, the following order of precedence shall apply: (i) the U.S. Privacy Law Addendum (Exhibit C) shall control with respect to the processing of Personal Data; (ii) the applicable Order Form shall control with respect to the Services described therein; and (iii) this Master Services Agreement shall control in all other respects.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflicts of law provisions. Unless waived by Company in its sole discretion, exclusive jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in Wilmington, Delaware, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding to enforce this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

10.3 Remedies. Except as specifically provided otherwise herein, each right and remedy in this

Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 3 or 4, the non-breaching party may suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond. Notwithstanding the foregoing, the service credits and remedies set forth in the Service Level Agreement are Customer's sole and exclusive remedies for any failure by Company to meet the Service Availability commitments, and such remedies are subject to the limitations of liability set forth in Section 8 of the Agreement.

- 10.4 **Notices.** All notices under this Agreement will be in writing, in English and delivered to the parties at their respective addresses stated herein or at such other address designated by written notice. Notices will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed or the following business day, if transmitted by email; the day after being sent, if sent for next day delivery by recognized overnight delivery service; or upon receipt, if sent by certified or registered mail, return receipt requested.
- 10.5 **Force Majeure.** In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control including, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood, strike, war, insurrection, riot, act of God or the public enemy, failures in any telecommunications, network or other service or equipment that are not within a party's reasonable control, unauthorized access, breach of firewalls or other hacking by third parties, instructions of Government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement), the affected party's performance shall be excused or extended for the period of delay or inability to perform due to such occurrence.
- 10.6 **Publicity.** Customer hereby grants Company a limited, non-transferable (except to the extent this Agreement is transferred by Company in accordance with Section 10.7), non-exclusive license to include Customer's name and standard logo within lists of customers utilizing Company's services, both on Company's public-facing website and in marketing and promotional materials.
- 10.7 **Assignment.** This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent, not to be unreasonably withheld. However, without consent, Company may assign this Agreement to (a) an Affiliate or (b) any successor to all or substantially all of its business that concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise). This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of each party hereto.
- 10.8 **Third Party Beneficiaries.** This Agreement is entered into solely between, and may be enforced only by, Customer and Company. This Agreement will not be deemed to create any rights in third parties or to create any obligations of a party to any third parties.
- 10.9 **Independent Contractors.** The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

EXHIBIT A

SERVICE LEVEL AGREEMENT

This Service Level Agreement sets forth the policies and procedures with respect to the Services provided by Company to Customer pursuant Master Services Agreement between Company and Customer.

Summary

As further described below, Company will use commercially reasonable efforts to (a) provide Customer with 99% availability to the Services (the “**Services Availability**”); and (b) provide standard support to Customer.

Availability

If the Services become substantially unavailable to Customer due to defects with the Services, Company will respond to Customer (a) within 8 hours from Customer’s notification to Company of such unavailability, if during normal business hours (Monday-Friday, 8:00am – 6:00pm Eastern) or (b) within 8 hours of the start of the next business day, if outside of normal business hours. The Services Availability will be measured on a monthly basis, with all hours weighted equally, but the Services Availability measurement will exclude reasonable scheduled downtime for system maintenance as well as any downtime or performance issues resulting from third party connections, services or utilities or other reason beyond Company’s control (including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Company employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Company’s possession or reasonable control, and denial of service attacks). If the Services are unavailable to Customer due to defects with the Services beyond the Services Availability metric, then, as Customer’s sole and exclusive remedy (and Company’s sole liability), Company will provide Customer a credit for the subsequent Services billing cycle as follows:

Availability	Credit
97.5% – 99%	5%
95% - 97.5%	10%
< 95%	20%

In order to receive downtime credit, Customer must notify Company support within seventy-two (72) hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. All credits provided hereunder are nonrefundable. If Customer elects not to renew the Agreement, such that the above credit cannot be applied, Customer will have the option to receive up to one free month of access to the Services as its sole remedy in lieu of such credit.

Support

Company will provide support to Customer for defects with the Services via telephone and email support during Company’s normal business hours (“**Support**”). Support will only include assistance with issues which are exclusively due to an error with the Services. Customer may designate up to 2 support contacts

(“**Designated Support Contacts**”), and all support requests must come through the Designated Support Contacts. Customer may update the Designated Support Contacts by providing notice to Company. Any assistance outside the scope of the Support will be provided by Company on a time and materials basis.

EXHIBIT B

ADDITIONAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Except as expressly set forth to the contrary in a mutually executed Order Form referencing this Agreement, the following additional terms and conditions apply to Professional Services that are made the subject of an Order Form.

1. SERVICES, ORDER FORMS, AND CHANGE ORDERS

- 1.1 **Services.** If and as set out in an Order Form, and subject to the terms and conditions of this Agreement, Company will perform certain Professional Services for Customer.
- 1.2 **Order Form.** The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described in an Order Form that is executed by both parties. In the event of any conflict between the terms of this Agreement and such Order Form, the terms of the Order Form shall control with respect to those Services.
- 1.3 **Change Orders.** Unless otherwise specified in an Order Form, Customer may reasonably request in writing that revisions be made with respect to the Professional Services or deliverables set forth in that Order Form ("**Change Order**"). Within 10 business days after Company's receipt of the Change Order, Company will deliver to Customer a written, revised Order Form reflecting Company's reasonable determination of the revised Professional Services, deliverables, delivery schedule, payment schedule, and adjusted fees or fee estimates, if any, that will apply to the implementation of the revisions. If Customer approves the revised Order Form, then the parties will execute it, and upon execution, the revised Order Form will supersede the then-existing Order Form. If Customer does not approve the revised Order Form within 10 business days after its receipt by Customer, the then-existing Order Form will remain in full force and effect, and Company will have no further obligation with respect to the applicable Change Order.

2. PERFORMANCE OF PROFESSIONAL SERVICES

- 2.1 **Fees; Project Management.** Customer will pay Company for Professional Services at rates and under payment terms described in the applicable Order Form ("**Professional Fees**"). Unless otherwise agreed in the applicable Order Form, Professional Fees will be invoiced in total on the Effective Date of the Order Form. For each project described in an Order Form, each party will designate a single point of contact within its organization to manage the project ("**Project Leader**"). The Project Leaders will communicate as necessary to manage the Professional Services to be performed under an Order Form.
- 2.2 **Performance Standard.** Company warrants to Customer that the Professional Services will be performed in accordance with standard industry practice and the applicable Order Form. Company will complete the Professional Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones specified in the Order Form.

3. TERM AND TERMINATION OF ORDER FORMS

Each Order Form will commence on the specified effective date and will continue until each party's obligations under the Order Form have been fulfilled or the Order Form is terminated as provided in the Order Form. If any Order Form is terminated in accordance with terms contained in the applicable Order Form, then Customer will pay to Company any Professional Fees and all other payment obligations accrued and payable for the Professional Services performed under the terminated Order Form through the effective date of the termination. If an Order Form is terminated for any reason other than for material breach by Company, Customer will pay to Company all Professional Fees due under the Order

Form had the Order Form not been terminated and had the Professional Services been fully performed in accordance with the schedule then in effect.

4. PROPRIETARY RIGHTS

- 4.1 **Customer Materials.** Any materials provided by Customer to Company specifically for use by Company in the course of the Professional Services ("**Customer Materials**") will be used and disclosed solely as required to perform the Professional Services. As between the parties, Customer will continue to own the Customer Materials.
- 4.2 **Inventions.** Except as expressly set forth to the contrary in an Order Form, all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information conceived, discovered, developed or otherwise made by Company, solely or in collaboration with others: (a) in the course of performing the Professional Services; or (b) that form all or part of a deliverable provided as part of the Professional Services, whether developed as part of the Professional Services or separately, but excluding Customer Materials (defined above) (collectively, "**Inventions**"), is and will remain the sole property of Company.
- 4.3 **License Grant.** Upon and subject to final payment by Customer of all Professional Fees owing to Company, Company hereby grants to Customer a nonexclusive, perpetual, worldwide, royalty-free license to use, copy, modify, and prepare derivative works of the Inventions solely for purposes of Customer's internal business operations only. The rights granted to Customer in this Section 4 are not assignable or transferable, by operation of law or otherwise, without the advance written consent of Company. Any assignments or transfers in violation of this Section 4 will be void.

Exhibit C

U.S. Privacy Law Addendum

This United States Privacy Law Addendum (the “Addendum”) supplements the Master Services Agreement (the “Agreement”) entered into by and between Customer (“Customer”) and Concierge Messaging LLC (“Company”) (and, together, the “Parties”). This Addendum includes the terms of the Agreement. Any capitalized terms that are used but not defined herein shall have the definitions set forth in the Agreement. Where there is a conflict between the Agreement and this Addendum, this Addendum will control.

1. Definitions.

1.1 “Authorized Subprocessor” means a third-party party entity engaged by Company to process Personal Data in order to provide the Services and that has been approved by Customer in accordance with Section 6.

1.2 “Company Account Data” means personal data that relates to Company’s relationship with Customer, including the names or contact information of individuals authorized by Customer to access Customer’s account and billing information of individuals that Customer has associated with its account.

1.3 “Company Usage Data” means Service usage data collected and processed by Company in connection with the provision of the Services, including without limitation data used to identify the source and destination of a communication, activity logs, and similar data.

1.4 “Consumer” means a natural person whose Personal Data is protected by Privacy Laws.

1.5 “Consumer Request” means a request from a Consumer to exercise their rights over Personal data afforded pursuant to Privacy Laws.

1.6 “Controller” means the natural or legal person that, alone or jointly with others, determines the purpose and means of processing Personal Data. “Controller” includes the term “Business” or equivalent term under Privacy laws.

1.7 “Personal Data” means any information provided to Company by or on behalf of Customer in connection with the Services that relates to an identified or identifiable Consumer and constitutes “personal data,” “personal information,” or equivalent term under Privacy Laws.

1.8 “Privacy Laws” means any applicable laws and regulations in any relevant jurisdiction relating to the processing of Personal Data. Privacy Laws includes but are not limited to, U.S. state comprehensive privacy laws, such as the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (the “CCPA”), in each case as updated, amended or replaced from time to time. The terms “affiliates,” “business purpose,” “Controller,” “Personal Data Breach,” “Processor,” “process” or “processing,” “sell,” or “share,” shall have the meaning set forth for that or any equivalent term under Privacy Laws. For the avoidance of doubt, the terms “Controller” and “Processor” include “Business” and “Service Provider,” respectively, as defined in the CCPA.

2. Description of Processing.

2.1 Nature and Purpose of Processing: Except with respect to Company Account Data and Company Usage Data, Company shall process Personal Data provided by Customer under the Agreement as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this Addendum, and in accordance with Customer’s instructions as set forth in this Addendum. Such purposes shall include delivering and managing cloud-based messaging and communication services for event teams and their guests, including without limitation: the transmission, delivery, and receipt of SMS, WhatsApp, and other electronic messages; the provision

of microsites, chat interfaces, and event-specific web applications; contact list and audience management; the storage, retrieval, and display of messaging history and communication logs; the administration of scheduling tools; and the provision of analytics, reporting, and technical support related to the foregoing.

2.2 Duration of Processing: Company shall process Personal Data provided by Customer as long as required (i) to provide the Services to Customer under the Agreement, or (ii) by applicable law or regulation.

2.3 Categories of Consumers: Company may process Personal Data relating to the following categories of Consumers: Customer end-users/Customer AND/OR Customer employees

2.4 Categories of Personal Data: Company may process the following categories of Personal Data: name, email address, phone number, phone number country, contact preferences, message content and metadata, communication logs, and other Personal Data provided by Customer or its users through their use of the Services.

3. Customer's Obligations. Customer shall, in its use of the Services, at all times process Personal Data, and provide instructions for the processing of Personal Data, in compliance with Privacy Laws. Customer shall ensure that the processing of Personal Data in accordance with Customer's instructions will not cause Company to be in breach of the Privacy Laws. Customer is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Company by or on behalf of Customer, (ii) the means by which Customer acquired any such Personal Data, and (iii) the instructions it provides to Company regarding the processing of such Personal Data. Customer shall not provide or make available to Company any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Company from all claims and losses in connection therewith.

4. Use of Personal Data. Company shall not: (i) sell or share Personal Data; (ii) retain, use, or disclose Personal Data outside of Company's direct business relationship with Customer or for any purpose other than to perform the Services and other obligations under the Agreement, which constitutes a business purpose under the Privacy Laws, except as otherwise permitted in this Agreement or by Privacy Laws; and (iii) combine Personal Data received from, or on behalf of, Customer with Personal Data that it receives from, or on behalf of, another party or person, except as necessary to provide the Services, as otherwise instructed by Customer, or as permitted under Section 3 with respect to the creation and use of de-identified or aggregated data. For the avoidance of doubt, the creation, use, and disclosure of de-identified or aggregated data in accordance with Section 3 does not constitute the sale, sharing, combination, or other processing of Personal Data under this Section.

5. Audit. To the extent required by applicable Privacy Laws, and upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, Company shall either (i) make available for Customer's review copies of certifications or reports demonstrating Company's compliance with prevailing data security standards applicable to the processing of Personal Data provided by Customer under the Agreement, or (ii) if the provision of reports or certifications pursuant to (i) is not reasonably sufficient under the applicable Privacy Laws, allow Customer or Customer's independent third party representative to conduct an audit or assessment of Company's policies and technical and organizational measures using an appropriate and accepted control standard or framework and assessment procedure for such assessments, that (a) Customer provides reasonable prior written notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Company's business; (b) such audit shall only be performed during business hours and occur no more than once per calendar year; and (c) such audit shall be restricted to data relevant to Customer. Customer shall be responsible for the costs of any such audits or

inspections, including without limitation a reimbursement to Company for any time expended for on-site audits. To the extent permitted under Privacy Laws, if Customer determines that Company is processing Personal Data in an unauthorized manner, Customer may, taking into account nature of Company's processing and the nature of the Personal Data processed by Company on behalf of Customer, and upon providing prior written notice, take commercially reasonable and appropriate steps to stop and remediate such unauthorized processing.

6. Authorized Subprocessors.

1.1 A list of Company's current Authorized Subprocessors (the "List") can be made available to Customer upon request. Such List may be updated by Company from time to time. Company may provide a mechanism to subscribe to notifications of new subprocessors and Customer agrees to subscribe to such notifications where available. At least ten (10) days before enabling any third party other than existing Authorized Subprocessors to access or participate in the processing of Personal Data, Company will add such third party to the List and notify Customer via email. Customer may object to such an engagement by informing Company within ten (10) days of receipt of the aforementioned notice to Customer, provided such objection is in writing and based on reasonable grounds relating to data protection. If Customer does not object during this period, that third party will be deemed an Authorized Subprocessor. Customer acknowledges that certain subprocessors are essential to providing the Services and that objecting to the use of a subprocessor may prevent Company from offering the Services to Customer.

1.2 If Customer reasonably objects to an engagement in accordance with Section 6.1, and Company cannot provide a commercially reasonable alternative within a reasonable period of time, Customer may discontinue the use of the affected Service by providing written notice to Company. Discontinuation shall not relieve Customer of any fees owed to Company under the Agreement.

1.3 Company will enter into a written agreement with the Authorized Subprocessor imposing on the Authorized Subprocessor data protection obligations comparable to those imposed on Company under this Addendum with respect to the protection of Personal Data. In case an Authorized Subprocessor fails to fulfill its data protection obligations under such written agreement with Company, Company will remain liable to Customer for the performance of the Authorized Subprocessor's obligations under such agreement.

2. Confidentiality and Security of Personal Data.

2.1 Company shall ensure that any person it authorizes to process Personal Data has agreed to protect Personal Data in accordance with Company's confidentiality obligations in the Agreement. Customer agrees that Company may disclose Personal Data to its advisers, auditors or other third parties as reasonably required in connection with the performance of its obligations under this Addendum, the Agreement, or the provision of Services to Customer.

2.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Company shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Personal Data.

3. Personal Data Breach.

3.1 In the event of a Personal Data Breach, Company shall, without undue delay, inform Customer of the Personal Data Breach and take such steps as Company in its sole discretion deems necessary and reasonable to remediate such Personal Data Breach, to the extent that remediation is within Company's reasonable control.

3.2 In the event of a Personal Data Breach, Company shall, taking into account the nature of the processing and the information available to Company, provide Customer with reasonable

cooperation and assistance necessary for Customer to comply with its obligations under Privacy Laws with respect to notifying (i) the relevant regulatory agency and (ii) Consumers affected by such Personal Data Breach without undue delay.

3.3 The obligations described in Sections 8.1 and 8.2 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Customer. Company's obligation to report or respond to a Personal Data Breach under Sections 8.1 and 8.2 will not be construed as an acknowledgement by Company of any fault or liability with respect to the Personal Data Breach.

4. **Data Protection Assessments.** Taking into account the nature of Company's processing and the information available to Company, Company shall reasonably cooperate with Customer to conduct any data protection or privacy impact assessments as required by Privacy Laws, including by providing Customer with information and documents necessary for such assessments that Customer cannot otherwise obtain without Company's assistance. Notwithstanding the foregoing, Customer and Company each remain responsible only for the measures respectively allocated to them under Privacy Laws pertaining to any such assessment.

5. **Consumer Request.** Company shall, to the extent permitted by Privacy Laws, notify Customer upon receipt of a Consumer Request. If Company receives a Consumer Request in relation to Personal Data, Company will advise the Consumer to submit their request to Customer and Customer will be responsible for responding to such request, including, where necessary, by using the functionality of the Services. Customer is solely responsible for ensuring that Consumer Requests communicated to Company, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each Consumer.

6. **Return or Destruction of Personal Data.** Upon the termination or expiration of the Agreement, and subject to applicable law and to the extent technically feasible, Company shall, upon Customer's written request, either return or delete Personal Data within ninety (90) days of such termination or expiration. Any return shall be made in a commercially reasonable format agreed by the parties. Unless and until Customer provides such a written request, Company shall have no obligation to return or delete any Personal Data and may continue to retain such Personal Data in its possession, custody, or control to the extent permitted by applicable law. If the return or deletion of any Personal Data is impracticable or prohibited by law, rule, or regulation, Company shall take reasonable measures to block such Personal Data from any further processing (except as necessary to comply with law or for the continued hosting or processing permitted by law) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control.

7. **Company's Role as a Controller.** The parties acknowledge and agree that with respect to Company Account Data and Company Usage Data, Company is an independent controller, not a joint controller with Customer. Company will process Company Account Data and Company Usage Data as a controller (i) to manage the relationship with Customer; (ii) to carry out Company's core business operations, such as accounting, audits, tax preparation and filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Services, and to prevent harm to Customer; (iv) for identity verification purposes; (v) to comply with legal or regulatory obligations applicable to the processing and retention of Personal Data to which Company is subject; and (vi) as otherwise permitted under Privacy Laws and in accordance with this DPA and the Agreement. Company may also process Company Usage Data as a controller to provide, optimize, and maintain the Services, to the extent permitted by Privacy Laws. Any processing by Company as a controller shall be in accordance with Company's privacy policy.