MASTER SERVICE AGREEMENT

BY SUBMITTING AN ONLINE OR PAPER ORDER FORM THAT IS REQUESTED AND ACCEPTED BY RAMP SYSTEMS, INC. D/B/A AVARRA.AI ("RAMP SYSTEMS") IN WRITING ("ORDER FORM"), YOU OR THE ENTITY THAT YOU REPRESENT IDENTIFIED ON THE ORDER FORM ("CUSTOMER") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND A PARTY TO THIS MASTER SERVICE AGREEMENT AND SUCH ORDER FORM (COLLECTIVELY, THE "AGREEMENT"). PROVISION OF THE SERVICE IDENTIFIED IN THE ORDER FORM ("SERVICE") IS CONDITIONED ON, AND CUSTOMER'S USE OF ANY SERVICE SHALL CONSTITUTE, CUSTOMER'S ASSENT TO THE TERMS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF CUSTOMER DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SUBMIT AN ORDER FORM, AND CUSTOMER WILL HAVE NO RIGHT TO USE THE SERVICE.

1. SERVICE

1.1   Ramp Systems will provide Customer with access to the Service, subject to Customer's compliance with the terms and conditions of this Agreement.

1.2   During the Initial Term and any renewal term as described in the Order Form ("Term"), Customer may in its discretion access or link to the Service through a third party platform account ("Third Party Platform") in accordance with the Service documentation. If Customer elects in its discretion to use a Third Party Platform in connection with the Service, and to allow such Third Party Platform to share information with Ramp Systems through Customer's settings, then Customer understands and agrees that information in its account on the Third Party Platform may be transferred or made available to Ramp Systems during the term of this Agreement ("Third Party Platform Information"), and information in its Ramp Systems account may be transferred or made available to the Third Party Platform. The Third Party Platform Information may only be used as appropriate for the interoperation of those services for Customer and in the performance of this Agreement as set forth herein.

1.3   During the Term, Ramp Systems will use reasonable and appropriate measures designed to protect the Service against virus attacks, hacking, and denial of service interruptions. Ramp Systems shall not be liable for any interruption in service or downtime that is the result of matters beyond its reasonable control.

1.4   Ramp Systems will provide support to Customer via e-mail on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of U.S. Federal Holidays ("Support Hours"), as set forth below. Customer may initiate a helpdesk ticket during Support Hours by emailing support@avarra.ai.

2. CUSTOMER DATA

Ramp Systems may obtain access through the Service to a set of data, graphics, images, files, recordings and other information provided by Customer in the course of the Customer's use of the Service ("Customer Data"). Customer shall retain all right, title and interest in and to all Customer Data, subject to the license grants made herein. Customer hereby grants Ramp Systems a limited, non-exclusive, non-transferable (except as set forth in Section 14) worldwide, royalty-free, license during the Term and for a reasonable wind-down period thereafter, to access, read, have preserved, use, reproduce, display, modify, and disclose as necessary solely to perform the Service and this Agreement, Customer Data for the purposes of (i) providing the Service, performing and enforcing this Agreement, detecting, preventing or addressing any technical or security issues or fraud, and responding to support requests; and (ii) responding to and complying with court orders, legal requests, and otherwise in connection with compliance with applicable laws and regulations, as further described in Section 4.2. For clarity, Customer retains full ownership and control of its Customer Data. Ramp Systems shall only access or use Customer Data as necessary to provide the Service, comply with Applicable Laws, or as otherwise expressly permitted by this Agreement or an Order Form. Ramp Systems shall not sell Customer Data or use Customer Data to train or develop any publicly available artificial intelligence models.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1   Customer will not, and will not authorize any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Service or any software, documentation or data related to the Service (except to the extent applicable law prohibits such a restriction); modify, translate, or create derivative works based on the Service; rent, lease, sublicense, resell, or otherwise use the Service for timesharing or service bureau purposes or for any purpose other than its own internal business purposes authorized hereunder; attempt to probe, scan or test the vulnerability of the Service, such as load tests or penetration testing; or access or use the Service in connection with building or having built a competitive product or service.

3.2   Customer represents and warrants that it, and its users, will: (i) not use the Service or any product thereof in any manner that violates any applicable law or governmental regulation; (ii) use the Service only in compliance with this Agreement and the documentation provided in connection with the Service; and (iii) prevent any unauthorized use of or access to the Service by its users, personnel, representatives or otherwise within its control, and promptly notify Ramp Systems of any such unauthorized use or access.

3.3   Customer's use of the Service may be limited to a certain number of users, as described in the Order Form.

3.4   Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by providing written notice to Ramp Systems.

3.5   Customer is solely responsible for all data, information, text, voice content and other content and materials that are collected, uploaded, posted, delivered, provided, or otherwise transmitted or stored by Customer in connection with the Service, and Customer represents and warrants that it has all rights necessary to grant the licenses herein without violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. To the extent that Customer elects to provide Ramp Systems with personally identifiable information regarding its personnel, users, or others, Customer shall be responsible for making any required notices and for obtaining any required consents sufficient to authorize Ramp Systems's performance of its obligations and exercise of its rights as set forth in this Agreement.

3.6   Independent Contractors. The parties are independent contractors. This Agreement does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties, and neither party is authorized to bind the other in any manner.

4.   **CONFIDENTIALITY AND PRIVACY**

4.1   Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology, finances, customers, operations, or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party) that was identified as confidential at the time of disclosure or where the nature and circumstances surrounding disclosure would cause a reasonable person to believe that such information was confidential.

4.2   Except as otherwise specifically provided in this Agreement, the Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information; (ii) to give access to such Proprietary Information solely to its employees and contractors with a need to have access thereto for purposes of this Agreement, and who are subject to confidentiality obligations no less stringent than the terms of this Agreement; (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information; and (iv) not to use such Proprietary Information except to exercise its rights and fulfill its obligations under this Agreement. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any fault of, action by, or involvement of, the Receiving Party; or (b) was in its possession or known by it without any obligation of confidentiality prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it by a third party and not subject to any obligation of confidentiality or restriction on use; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to allow the Disclosing Party to contest such order, unless prohibited from doing so by law. This Agreement is the Proprietary Information of both parties, however, either party may disclose this Agreement on a need to know basis pursuant to its due diligence obligations in a financing or a change of control event, provided that the parties receiving the foregoing are subject to confidentiality obligations at least as strict as this Agreement.

4.3   Customer Data is deemed Customer's Proprietary Information for the avoidance of doubt. For clarity, the Service's features, functionality, performance, metrics, compilations, and roadmap plans relating to the Service, and all Feedback (defined below) are deemed Ramp Systems's Proprietary Information (and not Customers), and shall not be disclosed or used outside of normal use of the Service notwithstanding Sections 4.2(b) and (d).

4.4   Both parties warrant that they will comply with their respective obligations under applicable privacy regulations (e.g., General Data Protection Regulations ("GDPR"), California Consumer Privacy Act ("CCPA"), etc.) as well as the terms of this Agreement. As such, the parties hereby agree and acknowledge that Ramp Systems is a Processor of any Personal Data transmitted to it by Customer (as those terms are defined in the GDPR), and in the context of the CCPA. Ramp Systems is a Service Provider and this Agreement constitutes the contractual relationship with a Business to process the Personal Information of Customer's users (as those terms are defined in the CCPA). In addition to the foregoing Ramp Systems will undertake all reasonable security measures required in accordance with applicable privacy regulations, and at Customer's written request will provide a written description of, and rationale for, Ramp Systems's technical and organizational measures implemented, or to be implemented, to protect the Personal Data/ Personal Information supplied to it by Customer that Ramp Systems will process in connection with the Service provided pursuant to this Agreement.

4.5   Without limiting the foregoing, the pricing, discounts, and other commercial terms set forth in any Order Form are deemed Ramp Systems's Proprietary Information and Customer agrees not to disclose them to any third party, except to its professional advisors subject to obligations of confidentiality.

5.   **INTELLECTUAL PROPERTY**

5.1   Except as otherwise expressly set forth herein, Ramp Systems alone (and its licensors, where applicable) will retain all right, title and interest, in and to the Service, all improvements, enhancements or modifications thereto, and to any suggestions, enhancement requests, or feedback, provided

by or on behalf of Customer directly relating to the Service ("Feedback"), and all intellectual property rights related to any of the foregoing; and Customer hereby does and shall make all assignments necessary to accomplish the foregoing.

5.2   Subject to compliance with the terms and conditions of this Agreement, Customer is hereby granted a limited, non-exclusive, nontransferable (except in accordance with Section 14), right to use the Service during the Term for its internal purposes only. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any intellectual property rights related thereto. All rights relating to the Service not expressly granted herein are reserved by Ramp Systems.

5.3   Certain outputs of the Service made available to Customer in connection with this Agreement contain proprietary information of Ramp Systems relating to its Service and the metrics or components used to operate and provide the Service. To the extent any such information relating to the Service has been provided or made available to Customer hereunder, Customer shall not disclose the same to any third party either during or after the Term without Ramp Systems's prior written consent, which shall not be unreasonably withheld.

5.4   Customer shall retain ownership of its Customer Data, for the avoidance of doubt.

5.5   Each party owns and shall own all goodwill generated from or associated with its trademarks, including any use thereof. Neither party shall make reference (for promotional purposes or otherwise) to this Agreement or any relationship between the parties without the other party's prior written consent, except as otherwise expressly provided in this Agreement. Notwithstanding the foregoing, Customer's obligations expressly agreed in any Order Form (e.g., to act as a reference customer or participate in a case study) shall control with respect to that Order Form.

6.   FEES, PAYMENT AND TAXES

6.1   The Service is provided on a subscription basis, and unless otherwise set forth in the Order Form, Customer shall pay all applicable fees for the Service in advance.

6.2   If Customer elects to add additional rep seats following the initial date of a subscription license term, then Customer shall pay Ramp Systems, in advance of such users having access to the Service, in an amount equal to the applicable rep seat fees for such user for the remainder of the then current term (calculated on a pro-rata basis based on the number of months and partial months remaining in such term).

6.3   Except as otherwise expressly set forth in Section 7 and/or in the Order Form, all payment obligations are non-cancellable and non-refundable during a subscription license term, even if Customer reduces the number of recorder seats during such term.

6.4   Unpaid amounts that are not promptly disputed in good faith, and that are more than thirty (30) days past due are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all reasonable expenses of collection, and may result in immediate termination of Service in accordance with Section 7.1 below.

6.5   If Customer elects to make any payment by credit card, Customer agrees to pay a credit card processing fee equal to three percent (3%) of the total amount charged. This fee will be added to the applicable invoice at the time of payment.

6.6   Ramp Systems's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Ramp Systems has an obligation to pay or collect Taxes for which Customer is responsible under this Section, Ramp Systems will invoice Customer and Customer shall pay that amount unless Customer provides Ramp Systems with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Ramp Systems is responsible for taxes assessable against it based on its income, real and tangible property, and employees.

7.   TERMINATION AND SUSPENSION

7.1   Either party may terminate this Agreement (i) for a party's material breach of this Agreement, upon thirty (30) days' prior written notice to the non-breaching party (provided such breach remains uncured at the end of such thirty (30) day period); (ii) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings that are not dismissed within sixty (60) days thereafter; (iii) upon the other party making a general assignment for the benefit of creditors; or (iv) upon the other party's dissolution or ceasing to do business. Ramp Systems may disable and suspend Customer's access to the Service at any time in the event that it reasonably suspects Customer is in violation of Sections 3.1, 3.2 or 4, if Customer fails to make undisputed payments within ten (10) days after receipt of notice of such payments being past due, or if the use of Service by Customer results in material harm to Ramp Systems or its business; provided that Ramp Systems will give Customer advance notice of the same when practical. Upon expiration or termination of this Agreement, Customer's right to use the Service will immediately cease. In the event of termination of this Agreement for Ramp Systems's material breach of this Agreement, effected in accordance with the foregoing terms, Ramp Systems shall refund to Customer a pro-rata portion of the fees pre-paid for the Service attributable to the unused terminated balance of the term. All accrued payment obligations and the following Sections shall survive any expiration or termination of this Agreement: 2 (as limited by its terms), 3, 4, 5, 6 (as limited by its terms), and 7 through 14.

7.2   Except as otherwise provided in this Agreement, all marketing materials and other materials provided hereunder, including but not limited to the Proprietary Information and Customer Data, will remain the property of the Disclosing Party, and upon termination or expiration of this Agreement, such materials will be returned to the Disclosing Party within thirty (30) days or destroyed at the discretion of the Receiving Party. Upon reasonable written request of the Disclosing Party, the Receiving Party will certify compliance with the foregoing.

8. WARRANTY DISCLAIMER

Each party represents and warrants to the other that this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. Ramp Systems HEREBY DISCLAIMS (ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

9. INDEMNIFICATION

9.1 Ramp Systems will defend, hold harmless and indemnify Customer from and against any damages, liabilities, losses, claims, and expenses, including, without limitation, reasonable attorneys' fees, payable to a third party in connection with any claim or action by a third party that is not an entity legally related to Customer alleging that the Service infringes or misappropriate the intellectual property rights of such third party; provided that Ramp Systems is notified promptly in writing of the action, and Ramp Systems is given the option, at its expense, to have sole control of the action and all requested reasonable assistance to defend the same. However, Ramp Systems shall have no obligation for any claim of infringement to the extent the claim arises from (i) modifications to the Service created by Customer or its users or representatives (if the claim would not have arisen but for such modification); (ii) combination or use of the Service with other materials not provided, directed or created by Ramp Systems (if the claim would not have arisen but for such combination or use); (iii) Ramp Systems's compliance with a Customer requirement, specification or design if the implementations of that requirement, specification or design are the basis of the claim; (iv) Customer's use of the Service that is not in accordance with this Agreement and/or the documentation for the Service; or (v) Customer's negligence or willful misconduct. Notwithstanding anything to the contrary, the above indemnification obligation represents Ramp Systems's entire liability and Customer's sole remedy with respect to violation of third party intellectual property rights relating to the Service.

9.2 Customer shall defend, hold harmless and indemnify Ramp Systems from and against any damages, liabilities, losses, claims, and expenses, including, without limitation, reasonable attorneys' fees, payable to a third party in connection with any claim or action by a third party that is not an entity legally related to Ramp Systems arising from an alleged violation of the restrictions set forth in Section 3; provided that Customer is notified promptly in writing of the action, and Customer is given the option, at its expense, to have sole control of the action and all requested reasonable assistance to defend the same. Customer shall remain responsible for any breach of this Agreement by its users for the avoidance of doubt.

10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 9, IN NO EVENT SHALL EITHER PARTY OR ITS PARTNERS, SUPPLIERS, LICENSORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE UNDER ANY CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE PROVISION OF THE SERVICE OR OTHER PERFORMANCE OF THIS AGREEMENT FOR: (I) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, LOST PROFITS, REVENUE, INCOME OR BUSINESS, DATA LOSS OR CORRUPTION, INTERRUPTION OF BUSINESS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, RIGHTS OR SERVICES (HOWEVER ARISING AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); AND/OR (II) ANY LIABILITY IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (PLUS IN THE CASE OF CUSTOMER, PAYABLE) FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

11. U.S. GOVERNMENT MATTERS

11.1 Neither party may knowingly export or re-export the Service, any data or information, or any software (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority, including, without limitation, to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"), at any time. Customer further represents and warrants that it will not use the Service for the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons.

11.2 As defined in FAR section 2.101, any software and documentation provided by Ramp Systems are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12. ARBITRATION

Any dispute between the parties regarding the construction, application or performance of any Service under this Agreement, and any claim arising out of or relating to this Agreement or its breach, shall be submitted to binding arbitration upon the written request of a party. The arbitration provider shall

be J.A.M.S., whose rules shall govern the arbitration. The venue for the arbitration and any post-award proceeding to confirm, correct or vacate the award shall be San Francisco County, California. Neither party will participate in a class action or class-wide arbitration, or bring claims under class, representative, private attorney general or similar theories of liability or prayers for relief for any claims covered by this agreement to arbitrate. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Notwithstanding the foregoing, either party shall be entitled to seek equitable relief in any court of competent jurisdiction at any time to enforce its intellectual property rights. Notwithstanding the foregoing, either party may seek temporary or permanent injunctive or equitable relief in any court of competent jurisdiction to protect its Confidential Information or intellectual property rights, without the necessity of posting a bond.

13. SERVICE IMPROVEMENTS AND CHANGES

13.1   The Service is subject to modification (for example, to provide improvements and new features or comply with regulatory requirements) from time to time at Ramp Systems's discretion. Ramp Systems may analyze and use aggregate uses of its Service (such as statistical information relating to speech recognition; aggregated data inputs that feed into its machine learning algorithms; generic website usage data; and word use frequency, combinations, and probabilities), in order to improve, test, and operate the Service both during and after the Term; but, for the avoidance of doubt, shall not use any data that (i) is not aggregated with such data from its other customers, and/or (ii) is considered personally identifiable information under applicable law or otherwise identifies or could be used to identify Customer or any individual associated with Customer hereunder.

13.2   Changes in applicable laws, regulations, carrier and other partner standards and requirements ("Mandated Changes") may require Ramp Systems to make changes to its website(s) and this Master Service Agreement from time to time. Ramp Systems reserves the right to modify or replace any of the terms in this Master Service Agreement to reflect such Mandated Changes, by sending Customer a notice via email to the last email contact provided by Customer. Customer acknowledges that its continued use of the Service following notification of any such changes constitutes acceptance of those changes. If Customer does not agree with such Mandated Changes, it may dispute such changes within thirty (30) days after notice is given as set forth above, and if the parties cannot reach an agreement on modifying the changes, either party may terminate this Agreement by written notice. Customer shall inform Ramp Systems if it becomes aware that this Master Service Agreement is not in compliance with any laws, rules and regulations applicable to Customer and the right to access the Service is revoked where this Master Service Agreement, or to the extent the use, offering, sale or provision of the Service, conflict with any applicable law, rule or regulation.

14. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect enforceable. This Agreement is not assignable, transferable or sublicensable by either party except (i) with the other party's prior written consent; or (ii) an assignment or transfer made by a party of its rights and obligations under this Agreement to any of its majority-owned affiliates or subsidiaries, or to a successor to all or substantially all of a party's business or assets to which this Agreement relates. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, proposals, communications and other understandings relating to the subject matter hereof. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof unless such terms specifically amend identified sections of this Agreement and references this Agreement and the parties hereto by name. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever. Except as otherwise provided in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws' provisions, the United Nations Convention on Contracts for the International Sale of Goods, or other international laws. Except as otherwise set forth in Section 12, the federal and state courts sitting in San Francisco, California will have sole and exclusive jurisdiction and venue with respect to any disputes arising from or related to this Agreement. In any action or proceeding to enforce this Agreement, the prevailing party will be entitled to seek recovery of costs and attorneys' fees. No delay, failure or default, other than failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by matters beyond the applicable party's reasonable control, including, without limitation, acts of war, terrorism, fire, floods, hurricanes, earthquakes, riots or other acts of civil disorder or political unrest, embargoes, outages of third party connections, utilities, or telecommunications networks, internet-access issues, and other third party mechanical, electronic or communications failures or degradation (each and collectively, "Force Majeure Events"). The Order Form referencing this Agreement may be executed in counterparts (which together will constitute one and the same agreement), and delivered by PDF or similar electronic signature technology, and such execution and delivery will have the same force and effect of an original document with original signature.

Except where this Agreement provides an exclusive remedy, the exercise of any remedy by either party under this Agreement will be without prejudice to its other remedies under this Agreement, at law, or in equity.

This Master Service Agreement was last updated on October 1, 2025.