

Terms of Service Agreement

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This Master Services Agreement ("Agreement") is entered into on the Effective Date between Sentio LLC d/b/a Emvia ("Emvia") and the Customer ("Customer"). This Agreement includes and incorporates the Terms of Service below, the Service Level Agreement (including any Service Annexes or Statements of Work signed by the Parties and which refer to the Agreement), the Acceptable Use Policy, the Privacy Policy, and the Order(s).

Emvia reserves the right to make reasonable modifications to the Terms of Service at any time by posting it on Emvia's website at <https://emvia.cx/legal/tos>. We will provide you prior written notice of any material changes via email to the address provided by the Customer. Revisions and updates will be effective as of the date stated above. Your continued use of the Services on or after the effective date of the revised or updated version of these Terms of Service constitutes your acceptance of such updated Terms of Service.

1. DEFINITIONS

In the Agreement the following definitions apply:

"Affiliate" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where "control" means ownership of more than fifty percent (50%) of the voting securities or equivalent interests of such entity.

"Activation Package" means the professional services to be delivered by Emvia during the Implementation Phase whereby the Service is made fully operational in accordance with the Statement of Work and other scoping documentation (if any) enabling Customer to go-live, and receive the Services. This includes, without limitation, the enablement of an account, the creation of users, activation key or passwords, completion of any cutover, and go-live Day 2 support for new version upgrades and updates.

"BPO/TAS Services" means business process outsourcing, telephone answering services, agent labor, staffing, and related support services provided by Emvia personnel as described in the applicable Order.

"BPO Dedicated Agent Services" means dedicated agent staffing services provided by Emvia personnel on a full-time or part-time basis as specified in the applicable Order, forming part of BPO/TAS Services.

"Customer" means the relevant Customer entity named on the Cover Page or on the Order as the case may be. Emvia may accept instructions from a person who Emvia reasonably believes is acting with the Customer's authority or knowledge.

"Effective Date" means the date of last signature by the authorized representatives of the Parties to the Order or this Agreement, as the case may be.

"Implementation Phase" has the meaning given to it in Section 2.2.

"Order" means Emvia's order form, quote, invoice, prospectus, or proposal evidencing a subscription for the Services specifying the Product and the applicable Service Fees, signed by the Customer. Each such Order is incorporated herein by reference (if any conflict between the terms of this Agreement and the terms of any such Order, the terms of the Order prevail).

"Party" means either Emvia or the Customer; "Parties" means both Emvia and the Customer.

"Price" and "Pricing" shall have the meanings afforded them in the Order.

"Privacy Policy" means the Emvia privacy policy available at <https://emvia.cx/legal/privacy>.

"Platform Services" means Emvia's cloud-based CCaaS/UCaaS software platform and telephony infrastructure as described in the applicable Order.

"Professional Services" means the Activation Package and ongoing Technical Support services (if any) specified in the Order.

"Scheduled Maintenance" has the meaning given to it in the Service Level Agreement.

"Services" means each service described in the Order to deliver the Product including, but not limited to, the cloud-native service, online hosting, maintenance, Professional Services, support services and any other services or products provided by Emvia to Customer as set forth on an Order.

"Service Capacity" means the volume of Software Licenses or Resources (as such term is used in the Order) to the Products purchased by the Customer as set forth on the Order.

"Service Fees" means the price for Services including, but not limited to, the Software License Fees and Professional Services fees detailed in the applicable Order, the Usage Rates, and all applicable excise, sales, use, or other taxes, fees or charges applicable to the Product and Services.

"Software" has the meaning given to it in Section 4.3.

"Telephone Answering SLA" means the time it takes from when a telephone call arrives at the Emvia platform until it is answered by either an Emvia Agent or an AI Workflow based on the Customer's configuration.

"Call Abandonment Rate" means the percentage of calls that are not answered by either an Emvia Agent or an AI Workflow based on the customer's configuration over the course of a month. Calls that are terminated in under 18 (eighteen) seconds are not considered abandoned and instead considered "caller error". Emvia reserves the right to modify the "caller error" time limit per account based on actual traffic.

"Caller Error" means a call that is received by Emvia and then quickly terminated, such as a miss dial by a Caller.

"Service Level Agreement" or "SLA" means the service level agreement which can be found at <https://emvia.cx/legal/sla>

"Technical Support" means either the Standard, Business, or Enterprise technical support services ordered by the Customer, or such customized support services agreed between the Parties and described in the Order and/or Statement of Work ("Elective Services"). Technical Support does not include services for (i) any problem resulting from the misuse, improper use, alteration, or damage of the Software, (ii) any problem caused by modifications in any version of the Software not made or authorized by Emvia, (iii) any problem that is not reproducible by Emvia.

"Term" has the meaning given to it in Section 7.1.

"Terms of Service" means Sections 1 to 13 (inclusive) of this document, the general terms and conditions of the Agreement.

"Usage Rates" means non-defined usage-based charges billed monthly at the then-current rates as provided by Emvia to Customer.

"User" means anyone who is permitted by the Customer to use or access the Service purchased by the Customer.

In the Agreement headings and bold type are for convenience only and do not affect the interpretation of the Agreement. Words importing the singular include the plural and vice-versa. In the event of an inconsistency between the terms of the documents comprised within the Agreement, the order of precedence shall be as follows: (i) the Order, (ii) the Terms of Service, (iii) the Service Level Agreement, (iv) Service Annexes (if any), (v) Cover Page (if any).

2. SERVICE AND SUPPORT

2.1 Subject to the terms of this Agreement, including but not limited to the Customer's payment of the Service Fees, Emvia agrees to provide Customer the Services specified in the Order in accordance with the service levels detailed in the Service Level Agreement.

2.2 Where the Customer has ordered the Activation Package, promptly following the Effective Date, Customer and Emvia shall jointly develop a migration plan designed to complete Emvia's migration and installation of the full scope of Services contemplated in the Order (the "Implementation Phase").

2.3 Emvia reserves the right to perform Scheduled Maintenance and update or modify its cloud infrastructure at any time provided that such updates and modifications do not result in a material reduction in the use of the Services. Scheduled Maintenance will not normally result in service interruption.

2.4 Emvia will provide the Services in a professional manner, using personnel whom Emvia have determined to have appropriate skill and experience for the Services ("Personnel"). The Personnel may include third party subcontractors and/or affiliates, although Emvia (and not Emvia Personnel directly) will ultimately remain responsible to Customer for the performance of Emvia obligations under this Agreement and the oversight and payment of Emvia Personnel. Where the Order includes BPO/TAS Services, Emvia personnel assigned to Customer engagements act solely as agent users within Customer's designated systems and platforms and do not exercise administrative, operational, or configuration control over any Customer-owned or Customer-operated platform, dialing system, or technology environment.

2.5 Emvia agrees to use industry standard programming and training practices as well as security procedures to avoid insertion of any virus, trojan horse, worm, time bomb, back door or other software designed to disable a computer program automatically or permit unauthorized access and to scan for viruses and remove any viruses found.

2.6 Dedicated Agent Service Levels. Where the Order includes BPO Dedicated Agent Services, Emvia shall maintain a monthly average staffing level of no less than ninety percent (90%) of the contracted Dedicated Agent hours set forth in the applicable Order (the "Staffing Commitment").

For purposes of calculating the monthly average, the following shall be excluded from both the numerator and denominator and shall not constitute a shortfall: (i) hours lost due to Customer-caused delays, system outages, or failure of Customer's platforms or technology environment; (ii) scheduled holidays observed by Emvia or applicable to the region in which agents are located; (iii) hours designated for new agent training or onboarding as agreed in writing by the parties; (iv) any Force Majeure Event as defined in Section 10.5; and (v) periods during which Customer has requested a reduction in staffing.

In the event Emvia fails to meet the Staffing Commitment in a given calendar month, Customer's sole and exclusive remedy shall be a prorated credit equal to the hourly rate for the shortfall hours applied against the following month's invoice. Such credit shall be calculated as: (Contracted Hours - Actual Hours Delivered) x applicable hourly rate. No credit shall be issued for shortfalls of less than five percent (5%) of contracted monthly hours in any given month.

The Staffing Commitment and any associated credits shall not apply during the first sixty (60) days following execution of an Order (the "Ramp Period"), during which Emvia shall use commercially reasonable efforts to achieve full contracted staffing levels.

3. LICENSE

3.1 Subject to the terms and conditions of this Agreement, Emvia hereby grants Customer a non-exclusive, non transferable, non-sublicensable, limited user-subscription based license to access and use the Services with the number of Users and type of user-subscription licenses set forth on the Order until the expiration or sooner determination of the Agreement pursuant to Section 7.

3.2 The Services are solely for the use of Customer and its Users and does not extend to third parties. Customer is responsible for the use of the Services by Customer's Users.

4. RESTRICTIONS AND RESPONSIBILITIES

4.1 As part of the Implementation Phase process, Emvia will provide Customer with information and access to Emvia's Products and Services. Where the Customer is responsible for any preparatory work, such as the provision of items required by Emvia in order to fulfil its obligations, the Customer shall ensure that all such activities are completed and items are made available in sufficient time to allow Emvia to complete its work in accordance with the agreed timetable. Customer agrees that it will have the necessary resources, capacity, expertise and ability in terms of equipment, software, know-how and personnel with suitable training, education, experience, know-how, competence and skill to perform its obligations to facilitate the delivery of the Services.

4.2 Customer may use the Services for its own purposes and agrees not to rent, lease, sublicense, timeshare, or otherwise distribute the Product for resale, or to host applications to provide service bureau, time-sharing, or other computer services to third parties, or otherwise make available the Product to any third parties. Customer represents, covenants, and warrants that Customer (a) will use the Services only in compliance with Emvia's standard published policies then in effect at <https://emvia.cx/legal/aup> (the "Acceptable Use Policy") and all applicable laws and regulations, or any license applicable to the Customer in any country where Service is provided; (b) provides evidence of such compliance in response to a request from Emvia; (c) does not, or permit, any user to use the Services in any manner which is illegal; (d) remains responsible for any access and use of the Services by users and ensures that its list of users is kept current, and that the Customer terminates access immediately for anyone who is no longer a user; and (e) takes appropriate actions to protect the licensed Services and all parts thereof from unauthorized copying, modification, or disclosure by its Users and other third parties. Customer may not use or access the licensed Services if Customer is a direct competitor of Emvia or for purposes of monitoring the availability, performance or functionality of the Services, or for any other benchmarking or competitive purposes.

4.3 Customer will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Emvia or authorized within the Services).

4.4 Emvia reserves the right to suspend access to the Service if Emvia considers that there is, or is likely to be, a breach of security; and require the Customer to change any or all of the Customer's passwords. If Emvia suspends the Services pursuant to this Section 4.4 or Section 7.3 (Payment), Emvia will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur in connection with any such suspension.

4.5 Customer acknowledges and understands that Emvia's Services rely on existing Customer infrastructure (not provided by Emvia) or Customer's other vendor infrastructure and are dependent on high-speed, quality broadband access to each Customer's location and/or datacenter. Service outages may occur that are outside of the control of Emvia. Outages may occur for a variety of reasons including but not limited to power failures, service interruptions by Customer's broadband provider and/or Internet Service Provider, service interruptions by third party service providers and failings of the public internet, Customer's components or PSTN (Public Switch Telephone Network). Should such an outage occur, these will be treated as Excused Outages, (as further defined in the Service Level Agreement), and Emvia's Services may be unavailable in part or entirely until such time that the outage is resolved and access connectivity is restored.

4.6 Emvia shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Technical Support services in a professional and workmanlike manner. Services may be temporarily unavailable for Scheduled Maintenance or for unscheduled emergency maintenance, either by Emvia or by third-party providers, or because of other causes beyond Emvia's reasonable control, but Emvia shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Emvia does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.

4.7 Where the Order includes Platform Services, Customer acknowledges that the use of software that automatically dials telephone numbers pulled from a list and connects either to a live agent or a prerecorded message ("Auto Dialer") that has not been purchased from or provided by Emvia is strictly prohibited. Additionally, the Customer agrees not to engage in short duration calls (i.e. a call equal to or less than six (6) seconds in duration). If Emvia, acting in its sole and absolute discretion, classifies traffic as a short duration call or having been generated from an Auto Dialer, Emvia may treat this as both a violation of the Acceptable Use Policy and a material breach of the Agreement, and may terminate Customer's Service in accordance with Section 7.2 of this Agreement. All outbound calling compliance obligations, including those arising under the TCPA and applicable state telemarketing laws, are solely the responsibility of the Customer. Where the Order includes BPO/TAS Services, outbound calling compliance obligations are further governed by Section 12 of this Agreement.

4.8 Customer shall not: (1) re-classify or re-originate traffic or take any other action to make traffic appear as if it: (i) is anything other than the type of traffic delivered to Customer (including but not limited to making time division-multiplexing packet (TDM) originated traffic appear to be internet protocol (IP) originated) or (ii) originated from a place or on a type of equipment different from the place or type of equipment from where it, in fact, originated; or (2) modify, alter or delete in any manner calling party number information, originating point codes or any other signaling information, or call detail in connection with the transport and termination of traffic to the called party. Upon Emvia's request, Customer shall certify in writing its continued compliance with this Section.

4.9 If Customer uses Emvia's platform to collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, then Customer agrees to do so under Emvia's guidelines and best practices for such information. Both Parties shall at all times use all reasonable commercial endeavors to act in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements and the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable, including remaining aware at all times of changes to the PCI DSS and HIPAA, as applicable, and shall promptly implement all procedures and practices as may be necessary to remain in compliance with the PCI DSS and HIPAA.

4.10 Emvia shall use all reasonable commercial efforts to advise and assist Customer with its choice and configuration of equipment to maximize the Services. However, Customer acknowledges that it is responsible for the provision, installation, configuration, monitoring and maintenance of any Customer equipment connected to or used in connection with the Service (including software in or run on such equipment). The Customer shall ensure

that any Customer equipment it attaches (directly or indirectly) to the Service is technically compatible with the Service and approved for that purpose under any applicable law or regulation. Emvia does not make any commitment with respect to the interoperability between the Service and any Customer equipment. If Emvia provided equipment is used with the Service, the Customer may rely upon Emvia's representations as to such compatibility and compliance, as of the date of provision.

4.11 The Products or other components of the Services which Emvia may provide or make available to Customer for use by Customer's users are subject to U.S. export control and economic sanctions laws including the Export Administration Regulations and trade and economic sanctions imposed by Office of Foreign Asset Control ("OFAC"). Customer agrees not to violate such laws and regulations as they relate to Customer's access to and use of the Services. Customer shall not access or use the Services if Customer is located in any jurisdiction in which the provision of the Services is prohibited under U.S. or other applicable laws or regulations, currently Cuba, Iran, North Korea, Syria, Russia, Belarus and the Crimea region of the Ukraine (a "Prohibited Jurisdiction"), and Customer agrees not to permit access to the Services to any government, entity or individual located in any Prohibited Jurisdiction, by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC ("Prohibited Person"), or otherwise in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions. Customer agrees to comply with all applicable laws regarding the transmission of technology exported from the U.S. and the country in which Customer and users are located. Customer represents that, to the best of Customer's knowledge, neither Customer nor any of Customer's Affiliates is an entity that (a) is, or is directly or indirectly owned or controlled by, any person or entity currently included on the Specially Designated Nationals and Blocked Persons List, or the Consolidated Sanctions List maintained by OFAC, (b) is, or is directly or indirectly owned or controlled by, any Prohibited Jurisdiction.

4.12 Customer hereby agrees to indemnify and hold harmless Emvia against any costs, damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use and/or misuse of the Services. Although Emvia has no obligation to monitor Customer's use of the Services, Emvia may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4.13 Upon signature of the Agreement, the Parties are entitled to announce publicly the fact that they have entered into the Agreement for the provision of the Service. Any other publicity, announcements and/or press releases about or in relation to the Agreement will require the prior written consent of the other Party which shall not be unreasonably withheld or delayed. Emvia may use the trademark, service mark, trade name, logo or other indicia of origin of Customer or its affiliates in connection with the Agreement or any Service provided under the Agreement on Emvia's website, deal lists, brochure, or in other marketing materials only with the Customer's prior written consent.

4.14 Customer agrees to cooperate with the reasonable requirements of Emvia in relation to customer satisfaction surveys organized by or on behalf of Emvia.

5. CONFIDENTIALITY; PROPRIETARY RIGHTS

5.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Emvia includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Emvia to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

5.2 Customer shall own all right, title and interest in and to the Customer Data, however any data that is based on or derived from the Customer Data with all Customer identifiable information removed shall be owned by Emvia. Emvia shall own and retain all right, title and interest in and to (a) the Services and Software and Product, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Phase or support, and (c) all intellectual property rights related to any of the foregoing.

5.3 Subject to the terms of this Agreement, Customer hereby grants to Emvia a non-exclusive, non-transferable, worldwide, royalty-free right during the Term (as defined below in Section 2) to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the applicable Services to Customer. Notwithstanding anything to the contrary, Emvia shall have the right to collect and analyze anonymized data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Emvia will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Emvia offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Emvia will not re-identify Customer data without the prior written approval of the Customer. No rights or licenses are granted except as expressly set forth herein. Other than as required by law, Emvia shall be under no obligation to store or retain any Customer Data after the termination or expiration of the Agreement.

5.4 Any ideas, suggestions, guidance or other information disclosed by Customer related to the Services and/or Products and any intellectual property rights relating to the foregoing shall be collectively deemed "Feedback." Emvia shall own all Feedback, and Customer agrees to assign and hereby assigns to Emvia all of its right, title, and interest in and to such Feedback. To the extent that the foregoing assignment is ineffective for whatever reason, Customer agrees to grant and hereby grants to Emvia a nonexclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback without restriction.

5.5 Each Party reserves all rights not expressly granted in this Agreement, and no licenses are granted by one Party to the other Party under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

6. BILLING AND PAYMENT

6.1 Customer will pay Emvia the Services Fees and any other applicable fees described in the Order for the Services, including but not limited to the Professional Services fees and costs related to the Implementation Phase in accordance with the terms therein. Emvia will invoice and Customer will pay the Service Fees and Usage Rates in U.S. dollars. The Customer must pay all charges within thirty (30) days of the date of Emvia's invoice, without any set-off, counterclaim or deduction. Payment must be made by ACH, wire transfer or Credit Card, provided the amount is less than \$10,000. If payment is paid via Credit Card Customer agrees to a 3% credit card service charge. Where applicable, Emvia may set-off any amounts it owes to the Customer against any amounts owed by the Customer to Emvia under the Agreement. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is greater, plus all expenses of collection.

6.2 Unless otherwise specified, Service Fees are payable in advance in accordance with the terms of the Order. Usage Rates will be calculated in accordance with the details recorded by, or on behalf of, Emvia. Usage Rates are payable in arrears in the month following. If Customer's use of the Services exceeds the Service Capacity set forth on the Order or otherwise requires the payment of additional fees per the terms of this Agreement, Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Customer is responsible for all charges respecting the Service, even if incurred as a result of unauthorized use. Credits issued pursuant to Section 2.6 shall be applied against the invoice for the month immediately following the month in which the shortfall occurred.

6.3 If Customer believes in good faith that Emvia has billed Customer incorrectly, Customer must contact Emvia no later than fourteen (14) days after the invoice date on the invoice or billing statement in which the error or problem first appeared in order to receive an adjustment or credit. Billing disputes should be directed to Emvia's billing department in writing (billing@emvia.cx) with all information pertinent to the dispute including an explanation of the amount disputed and the reasons. The Customer must pay all undisputed amounts in accordance with Section 6.2 unless the disputed amount is less than 5% of the total invoice amount in which case the total invoice amount shall be due and payable by the due date. Disputes shall be resolved promptly and the resolved amount, if any, payable within fourteen (14) days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or credits on overpayments refunded.

6.4 Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service, including but not limited to value added, consumption, sales, use, gross receipts, withholding excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory surcharges), whether imposed on Emvia or an Emvia affiliate, along with similar charges stated in the Order (collectively "Taxes and Fees"). Some Taxes and Fees are recovered through imposition of a percentage surcharge on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding taxes from any payment due hereunder to Emvia, then, notwithstanding anything to the contrary contained in this Agreement, the gross amount payable by Customer shall be increased so that, after any such deduction or withholding for such withholding taxes, the net amount received by Emvia will not be less than Emvia would have received had no such deduction or withholding been required. The Customer will pay all such Taxes and Fees including those paid or payable by Emvia and any related interest and penalties, for goods or services supplied under the Agreement, except to the extent a valid exemption certificate is provided by the Customer to Emvia prior to the delivery of Service.

6.5 Usage Rate charges are assessed to Customer's account as Services are utilized and are based on Usage Rates in effect at the time the Service was delivered. Usage Rates may vary depending on a number of factors including but not limited to: (i) the type of Services provided, and (ii) the terminating locations where the Services are offered and provided. Emvia will provide Customer with Usage rates, in addition Emvia will provide written

notice (via Customer's billing email address) thirty (30) days in advance of any Usage Rate changes. Usage-based billing increments are units of sixty (60) seconds.

6.6 Emvia may adjust the prices set forth in the applicable Pricing Schedule to reflect inflationary increases every twelve (12) months based on the United States Bureau of Labor Statistics (BLS) Consumer Price Index (CPI), or a substantially similar successor index. Any CPI-based adjustment shall apply prospectively.

6.7 For services performed in Mexico, pricing shall be adjusted monthly to reflect fluctuations in the USD/MXN exchange rate. The "Applicable Rate" for a given calendar month shall be the monthly average Mexican Peso to U.S. Dollar Spot Exchange Rate (series DEXMXUS) as published by the Federal Reserve Bank of St. Louis FRED database (fred.stlouisfed.org/series/DEXMXUS), and shall be applied to invoices issued in the immediately following month. Exchange-rate adjustments apply only when the Applicable Rate falls below 18.00 Mexican Pesos per 1.00 U.S. Dollar (the "Baseline Rate"). When an adjustment applies, fees related to resources located in Mexico ("Mexico-Attributable Fees") shall be multiplied by the ratio of (Baseline Rate ÷ Applicable Rate). Emvia shall include the Applicable Rate and adjustment calculation on each invoice to which this section applies.

6.8 If changes in applicable law, regulation, rule or order materially affect delivery of the Service, the Parties will negotiate appropriate changes to this Agreement. If the Parties cannot reach agreement within thirty (30) days after Emvia's notice requesting renegotiation: (a) Emvia may, on a prospective basis after such thirty (30) day period, notify Customer of the necessary changes to the terms of the Agreement and pass any increased delivery costs on to Customer and (b) if Emvia does so, Customer may terminate the affected Service on ninety (90) days prior written notice to Emvia delivered within thirty (30) days of such notification.

6.9 Wind-Down Fee. Where the Order includes BPO Dedicated Agent Services, Customer shall pay a wind-down fee ("Wind-Down Fee") equal to one and one-half (1.5) times the then-current monthly fee for all Dedicated Agents and Supervisors assigned to Customer's account (the "Wind-Down Amount"), as set forth in the applicable Order. The Wind-Down Fee is a non-refundable fee collected at execution to cover wind-down, transition, and severance costs associated with the engagement. The Wind-Down Fee is earned in full upon execution of the Order and is not subject to refund or credit for any reason, including early termination by either party or expiration of the Term. For purposes of this Section, "early termination" shall have the meaning given in Section 7.2.

If Customer adds Dedicated Agents and/or Supervisors during the Term, the Wind-Down Amount shall increase proportionally, and Customer shall pay the incremental difference within thirty (30) days of the applicable staffing change.

Upon renewal, if Customer maintains the same number of Dedicated Agents and Supervisors, the Wind-Down Fee already on deposit shall continue to apply with no additional payment required. If the renewed headcount exceeds the previously paid Wind-Down Amount, Customer shall pay the difference on the first invoice of the renewal term. If the renewed headcount is less than the previously paid Wind-Down Amount, the Wind-Down Fee shall be recalculated based on the current headcount and the excess shall be applied as a credit against the first invoice of the renewal term, reflecting the reduced severance obligations associated with the decreased headcount.

7. TERM AND TERMINATION

7.1 The initial term of this Agreement shall be the period agreed in the Order commencing on the Effective Date (the "Initial Term") unless terminated pursuant to the provisions of this Section 7. Unless a party gives written notice to the other sixty (60) days before the expiration of the Initial Term or any Renewal Term, this Agreement will renew automatically for successive equivalent periods (each such period renewal term a "Renewal Term"; collectively, the Initial Term and any Renewal Term shall hereafter be referred to as the "Term").

7.2 In addition to any other remedies it may have, the Agreement may be terminated (a) by either Party if the other Party materially breaches any of the terms or conditions of this Agreement and fails to remedy that breach within thirty (30) days of written notice from the other Party, or (b) by either Party immediately upon notice upon the institution of any insolvency, bankruptcy or similar proceeding by or against the other Party including an assignment for the benefit of creditors, the appointment of a receiver over assets, an attachment of assets lasting more than thirty (30) days, or the other Party ceases to conduct its business operations in the ordinary course of business. For the avoidance of doubt, Emvia's failure to meet the Staffing Commitment set forth in Section 2.6 shall not constitute a material breach of this Agreement, and Customer's sole remedy for such failure shall be the credit described in Section 2.6.

7.3 Upon the occurrence of any material breach giving rise to termination under Section 7.2 or 7.3 which has not been waived in writing by Emvia, Emvia may by notice to Customer declare all Service Fees to be immediately due and payable, including all Software License Fees and Professional Services fees for future installments of Services agreed in the Order. Upon such declaration, all Service Fees shall become immediately due and payable, both as to Price outstanding and any Price differential, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived. Emvia may enforce payment of the same and exercise any or all of the rights, powers and remedies possessed by Emvia, whether under this Agreement or afforded by applicable law.

7.4 Upon expiration or termination of this Agreement for any reason, Customer's right to access the Services (and Customer Data) and use the Product immediately ceases. Unless Customer is paying for Emvia Storage services (and other than as required by law) Emvia shall be under no obligation to store or retain any Customer Data after the termination or expiration of the Agreement. Termination will not relieve Customer of its obligation to pay in full for the Services up to and including the last day on which the Services are provided. Termination shall not affect Customer's obligations with respect to the Wind-Down Fee pursuant to Section 6.9.

8. INTELLECTUAL PROPERTY

8.1 All intellectual property rights either pre-existing or created by either Party during or arising from the performance of the Agreement shall remain the absolute property of that Party or its licensors.

8.2 Emvia shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Emvia is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Emvia will not be responsible for any settlement it does not approve in writing.

8.3 The foregoing obligations in Section 8.2 do not apply with respect to portions or components of the Service (i) not supplied by Emvia, (ii) made in whole or in part in accordance with Customer specifications or using content, designs or specifications supplied by or on behalf of Customer, (iii) that are modified after delivery by Emvia, (iv) combined with or used in conjunction with other products, software, processes or materials not supplied by Emvia where the alleged infringement relates to such combination or use, (v) any unauthorized alteration or modification of the Service or any software, (vi) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vii) where Customer's use of the Service is not strictly in accordance with this Agreement. Customer will indemnify and hold Emvia harmless against all such claims, proceedings and expenses arising from the matters set out in this Section 8.3 and will immediately upon notification of any such claim by Emvia cease any activity which gives rise to the claim.

8.4 If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Emvia to be infringing, Emvia may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

9. WARRANTIES:

9.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND EMVIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE EXTENT PERMISSIBLE BY LAW. EMVIA ADDITIONALLY DISCLAIM ALL WARRANTIES RELATED TO THIRD PARTY TELECOMMUNICATIONS PROVIDERS. BETA OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER, AND EMVIA WILL HAVE NO LIABILITY AND NO OBLIGATION TO INDEMNIFY FOR ANY BETA OFFERING WHATSOEVER.

9.2 Emvia does not authorize anyone, whether a company employee, agent, sub-contractor, or otherwise, to make a warranty of any kind on its behalf and the Customer should not rely on any such statement.

9.3 Customer warrants and represents that it has the rights necessary to provide Emvia the Customer Data, and that the use of the Customer Data by Emvia for the purposes of providing services hereunder will not violate the intellectual property or other rights of any person or entity. Customer further represents that it will comply with all applicable laws which enable or are a prerequisite to the legally compliant performance of the services under this Agreement by Emvia, and will provide Emvia with all necessary guidance, if applicable, to be used by Emvia in the performance of the services, including, but not limited to, any updates or other developments affecting such guidance.

10. LIMITATION OF LIABILITY

10.1 SAVE FOR BODILY INJURY OR DEATH OF A PERSON OR FRAUDULENT MISREPRESENTATION, NEITHER PARTY NOR ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE TO THE OTHER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTORY, OR OTHER THEORY: (A) FOR ANY LOSS OF PROFITS, ANTICIPATED SAVINGS, GOODWILL, REVENUE, AND ANY OTHER INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER; (B) THIRD PARTY CLAIMS AGAINST CUSTOMER FOR DAMAGES, OR (C) FOR ANY MATTER BEYOND EMVIA'S REASONABLE CONTROL.

10.2 IN NO CIRCUMSTANCES SHALL Emvia AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE FOR (A) DELAY, DAMAGE, OR SERVICE FAILURE, ERROR OR INTERRUPTION OF USE, OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS IN ANY WAY ATTRIBUTABLE TO ANY SERVICE, PRODUCT OR ACTIONS OF ANY PERSON, INCLUDING BUT NOT LIMITED TO COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, 'DENIAL OF SERVICE' ATTACKS,

DNS SPOOFING ATTACKS AND/OR OTHER HACKING ATTACKS OF A SIMILAR NATURE. FOR THE AVOIDANCE OF DOUBT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY EMVIA TO MEET THE STAFFING COMMITMENT SET FORTH IN SECTION 2.6 SHALL BE THE CREDIT DESCRIBED THEREIN, AND NO OTHER DAMAGES, CLAIMS, OR REMEDIES SHALL BE AVAILABLE TO CUSTOMER IN CONNECTION WITH SUCH FAILURE.

10.3 Save for the indemnity under Section 8.2, bodily injury or death of a person or fraudulent misrepresentation, if Emvia is in breach of any of its obligations under this Agreement or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to the foregoing, Emvia's total and cumulative liability shall be limited to the lesser of (i) seventy five thousand dollars (\$75,000) or (ii) an amount equal to the Service Fees paid by the Customer in the twelve (12) consecutive months preceding the act or acts that gave rise to the liability in each case whether or not Emvia has been advised of the possibility of such damages.

10.4 Emvia shall not be liable for any loss resulting from a cause over which Emvia does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of internet access; problems with internet service providers or other equipment or services relating to Customer's computer; problems with intermediate computer or communications networks or facilities; problems with data transmission facilities, telephone or telephone service; or unauthorized access, theft, or operator errors. Emvia is not responsible for any damage to Customer's computer, software, information technology equipment or other property resulting from Customer's use of the Services.

10.5 Neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to force majeure which shall include, but not be limited to events which are unpredictable, unforeseeable or irresistible, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, pandemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, civil disturbance, sabotage, expropriation by governmental authorities and any other act or any event that is outside the reasonable control of the concerned Party (a "Force Majeure Event"). In the event Emvia is unable to deliver Service as a result of a Force Majeure Event, Emvia shall be excused from its obligation to deliver the Services and Customer shall not be obligated to pay Emvia for the affected Service for the duration of the event. Force Majeure Events and scheduled maintenance are considered Excused Outages (as further defined in the Service Level Agreement).

11. DISPUTE RESOLUTION

11.1 Any dispute (other than failure to pay any undisputed invoice properly demanded) shall first be dealt with in accordance with this Section 11. The Parties shall endeavor to amicably resolve any dispute before bringing formal legal proceedings of any kind. The Parties agree to work in good faith at all times to try to reach a settlement within thirty (30) days following the day of written notification of a dispute. The Parties will escalate the dispute internally, as appropriate, to see if it can be resolved. If an agreement cannot be reached by the end of the thirty (30) day period representatives of both Parties shall meet, in person whenever possible. In the event the Parties do not meet or if during two weeks after such meeting, an agreement has not been reached, the Parties may attempt to settle the dispute by mediation in accordance with either (i) the Mediation Process of the Judicial Arbitration and Mediation Services, Inc. (JAMS) or (ii) the Model Mediation Procedures for the Centre for Effective Dispute Resolution (CEDR).

11.2 The Customer irrevocably agrees that the jurisdiction and venue of any proceeding, suit or action arising out of or in connection with this Agreement shall be the state courts of the state of Missouri or the United States District Court for the Western District of Missouri. Emvia also reserves the right to sue the Customer in the province or state of its domicile. The validity, interpretation and performance of this Agreement will be governed by

the laws of the state of Missouri, USA, excluding its conflict-of-laws provisions, and further excluding the United Nations Convention on Contracts for the International Sale of Goods.

11.3 All negotiations connected with any matter in dispute, shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings. Notwithstanding any other provision in this section 11 (and the good faith intention of the Parties to fully utilize the relevant dispute resolution procedures set out in this section 11), nothing herein shall prevent a Party from at any time taking steps to preserve or enforce its rights including by way of interlocutory or other interim or immediate relief in a court of competent jurisdiction.

11.4 If any action or proceeding is commenced to enforce or interpret any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be entitled. As used herein, "prevailing party" includes without limitation, a party who successfully brings or defends an action and, as a result, receives a favorable judgment or verdict, or a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

12. OUTBOUND CALLING AND TELEMARKETING COMPLIANCE

12.1 Third-party service provider; No Control of Outbound Activity. Where the Order includes BPO/TAS Services, Customer acknowledges and agrees that Emvia operates solely as a Third-party service provider providing agent labor and support services. Emvia does not initiate, place, originate, or control outbound telephone calls, SMS messages, or any other communications on behalf of Customer. All outbound communications are initiated, controlled, and managed exclusively by Customer or Customer's third-party dialing platform. While Emvia personnel may access Customer's designated dialing platform solely in their capacity as agent users, Emvia has no administrative access, ownership, or operational control over such platform, its configuration, its campaign settings, its contact lists, or its dialing behavior.

12.2 Customer Representations and Warranties. Where the Order includes BPO/TAS Services, Customer represents and warrants, on a continuing basis throughout the Term, that: (i) all contact lists, lead lists, and consumer data used in connection with outbound calling or messaging campaigns have been lawfully obtained; (ii) Customer has obtained all consents required under applicable federal and state law, including but not limited to the Telephone Consumer Protection Act (47 U.S.C. § 227) ("TCPA"), the FTC Telemarketing Sales Rule ("TSR"), and all applicable state telemarketing, do-not-call, and consumer protection statutes; (iii) Customer's outbound calling and messaging campaigns are and shall remain in full compliance with all applicable federal and state laws and regulations, including state mini-TCPA statutes; (iv) Customer maintains, honors, and enforces a do-not-call policy compliant with applicable law, including the National Do Not Call Registry and all applicable state do-not-call registries; (v) Customer scrubs all contact lists against the National Do Not Call Registry, applicable state do-not-call registries, and Customer's internal do-not-call list prior to each outbound campaign, and no less frequently than every thirty (30) days for any ongoing campaign; (vi) Customer honors all consumer opt-out and revocation requests within the timeframe required by applicable law; and (vii) Customer's outbound calling campaigns utilize only manual or preview dialing modes that require affirmative human initiation of each individual call, unless Customer has disclosed in writing to Emvia any use of predictive, progressive, or automated dialing modes and obtained Emvia's prior written consent.

12.3 Dialing Mode Disclosure. Customer shall notify Emvia in writing no less than ten (10) days prior to implementing any change to the dialing mode, platform configuration, or campaign type used in connection with services provided under this Agreement that may affect TCPA compliance obligations or alter the classification of calls under applicable law.

12.4 Indemnification for Outbound Calling Claims. Customer shall defend, indemnify, and hold harmless Emvia and its officers, directors, members, employees, agents, successors, and assigns (collectively, "Emvia Indemnitees") from and against any and all claims, demands, investigations, regulatory actions, damages, penalties, fines, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs at all tribunal levels) arising out of or related to: (i) any outbound telephone calls, SMS messages, or other communications made in connection with services performed under this Agreement; (ii) any alleged or actual violation of the TCPA, TSR, or any applicable federal or state telemarketing, do-not-call, or consumer protection law, including state mini-TCPA statutes; (iii) any claim that Customer's contact lists, consumer consents, or do-not-call scrubbing practices were insufficient, unlawful, or improperly obtained or maintained; (iv) any vicarious liability claim asserted against Emvia arising from outbound calling activity conducted by Emvia personnel acting as agent users of Customer's dialing platform; or (v) any breach of the representations, warranties, or obligations set forth in this Section 12. This indemnification obligation shall survive the termination or expiration of this Agreement.

12.5 Defense Rights; Counsel Selection. With respect to any claim, suit, or proceeding subject to Customer's indemnification obligation under Section 12.4: (i) Emvia shall have the right, at its sole election, to assume sole control of the defense of any such claim using counsel of Emvia's own selection, at Customer's expense, and Customer shall cooperate fully with Emvia in such defense; (ii) Customer shall not settle, compromise, or resolve any claim, suit, or proceeding that in any way involves or affects any Emvia Indemnitee without Emvia's prior written consent, which Emvia may withhold in its sole and absolute discretion; (iii) Customer shall advance Emvia's reasonable attorneys' fees and defense costs as they are incurred, without condition or offset, and regardless of the final outcome of any proceeding; and (iv) if Emvia elects not to assume sole control, Emvia shall have the right to participate in the defense with counsel of its own selection, at Customer's expense, and Customer shall not take any action in the defense that could adversely affect Emvia's interests without Emvia's prior written consent.

12.6 Suspension Rights. Emvia reserves the right to immediately suspend services under this Agreement, without liability to Customer, upon Emvia's reasonable belief that Customer's outbound calling activities violate applicable law or expose any Emvia Indemnitee to regulatory or legal risk. Emvia will provide notice of such suspension as soon as reasonably practicable.

12.7 Carve-Out from Liability Cap. The indemnification obligations set forth in this Section 12 are not subject to the limitation of liability set forth in Section 10.3 of this Agreement. Customer's indemnification obligations under this Section 12 are unlimited and shall not be capped by any provision of this Agreement.

12.8 Compliance Certification. Upon Emvia's written request, Customer shall provide written certification of its compliance with the obligations set forth in this Section 12, including documentation of its consent records, DNC scrubbing practices, and dialing platform configuration, within ten (10) business days of such request.

13. GENERAL TERMS

13.1 Emvia may subcontract the performance of any of its obligations under the Agreement, but without relieving Emvia from any of its obligations to the Customer. Customer agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Service.

13.2 Customer may not assign their rights or obligations under this Agreement or any Order without the prior written consent of Emvia, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees.

13.3 Unless otherwise provided in a Service Schedule, Customer may provide Services to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided

Services") provided that Customer shall indemnify, defend and hold Emvia and its affiliates harmless from any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under or by reason of this Agreement.

13.4 All notices under this Agreement will be in writing in the English language and shall be sent by email to the following addresses: (a) to Emvia addressed to legal@emvia.cx, or (b) to Customer at the email or other address shown on the Order or Cover Page to the Agreement, as applicable, (or to any other address and addressee which the Customer has given to Emvia for that purpose). Each Party shall confirm receipt of notice as soon as reasonably possible. Notices given under the Agreement (a) if sent by prepaid post, are deemed to be given by the sender and received by the addressee three (3) normal business days from and including the date of postage, or (b) if sent by email, when transmitted to the addressee; but if transmission is on a day which is not a normal business day or after 5:00p in the addressee's time zone, it is deemed to be duly given and received on the next normal business day.

13.5 Each Party shall comply with all applicable laws, rules and regulations associated respectively with Emvia's delivery or Customer's use of the Service under the Agreement.

13.6 This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party.

13.7 A waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition in the future. No waiver by either Party of any breach of this Agreement shall be considered valid unless in writing. The failure or delay of either Party in exercising any of its rights under this Agreement shall not constitute a waiver of that Party's rights.

13.8 The relationship between the Parties is not that of partners, agents, or joint ventures. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Electronic signatures shall be sufficient to bind the Parties to this Agreement. No person or entity who is not a party to the Agreement has any right to enforce any term of the Agreement.

13.9 This Agreement, including any Schedule(s), Annexes, and the Order(s) executed hereunder, constitute the entire and final agreement and understanding between the Parties with respect to the Service and supersedes all prior agreements, understandings, proposals, or representations relating to the Service, which are of no further force or effect. Customer acknowledges and agrees that it has not been induced to enter into the Agreement by any representation, warranty or other assurance not expressly incorporated into the Agreement.

13.10 If any provision of the Agreement is held to be invalid or unenforceable, it will be severed from the Agreement, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement. The Parties acknowledge that each Party or its counsel have participated in the negotiation and preparation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafter shall not be employed in the interpretation or construction of this Agreement.

13.11 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnities, and limitations of liability.

13.12 Each Party warrants that it has the necessary rights, licenses and permissions to enter into and perform its obligations under the terms of the Agreement.