MASTER TERMS AND CONDITIONS

These Master Terms and Conditions are made and entered into this _____ day of ____ 202_ (the "Effective Date"), by and between Mongoose Research, Inc., a New York corporation with its principal office located at 505 Ellicott St, Buffalo, NY 14203 ("Mongoose") and CLIENT, a STATE & TYPE OF INSTITUTION with its principal office located at ADDRESS ADDRESS ADDRESS ADDRESS ADDRESS ("Client"), (each, a "Party" and collectively, the "Parties"). These Master Terms and Conditions and the Order Form(s) attached hereto or referencing these Master Terms and Conditions are collectively referred to as the "Agreement."

DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

1.1. "Affiliate" means, with respect to any entity, any other present or future entity controlling, controlled by, or under common control with such entity. For the purposes of this definition, control (and its derivatives) means, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

1.2. "AI" means software-based technology that enables corresponding computer systems to intake, store, process, learn, analyze, decipher, interact, communicate, write, assemble, compile and create based on input data and end user prompts.

1.3. "AI Output" means any content, response, suggestion, insight, recommendation, or other material generated or produced through the use of artificial intelligence, machine learning, generative tools, predictive analytics, automation features, or other AI-enabled functionality made available by Mongoose through the Platform.

1.4. "Application Platform" or "Platform" means Mongoose's proprietary application software and/or website, including the entire Mongoose platform, all modules, functions, features identified in an Order Form, or otherwise generally made available by Mongoose to its clients, and all technology resources and infrastructure (e.g., hardware, third party software, etc.) supporting the Services. The Application Platform includes all updates, releases, improvements, and corrections to the Application Platform.

1.5. "Mongoose Credits" or "Credits" means digital credits, which can be purchased by the Client, and which can be redeemed for Client's access to and use of Mongoose's AI Output feature, MMS messaging feature, and future channel services, including, but not limited to, Mongoose's WhatsApp ("WhatsApp") channel.

1.6. "Contract Year" means, with respect to a particular Order Form, each successive twelve (12)-month period commencing on the applicable Order Start Date and each anniversary thereof.

1.7. "Confidential Information" means any and all technical, business, client or proprietary information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") directly or indirectly, including, but not limited to, information regarding the Disclosing Party's business strategies and practices, methodologies, trade secrets, know-how, pricing,

technology, software, product plans, services, relationships with any third party, client lists and information regarding the Disclosing Party's employees, clients, vendors, consultants and Affiliates regardless of whether such information is marked "confidential" or some other proprietary designation, but which by its nature is information that would reasonably be considered to be confidential information of the Disclosing Party. In the case of Mongoose, Confidential Information includes the Platform and its source code.

1.8. "Documentation" means Mongoose's user guides and manuals, and other related documents provided to Client or its users relating to the Services and Platform, including on-line help, as updated and amended from time to time.

1.9. "End Users" means Client's employees, contractors, agents, administrators, information technology personnel, and other authorized representatives who are permitted by Client to access or use the Platform or Services on Client's behalf in accordance with this Agreement.

1.10. "Implementation Services" means the data migration, implementation, integration (e.g., APIs), enhancement, and development services described in an Order Form that Mongoose will complete to comply with the specifications and requirements set out in such Order Form.

1.11. "Intellectual Property" means all algorithms, application programming interfaces (APIs), apparatus, concepts, Confidential Information, data, databases and data collections, deliverables, designs, diagrams, Documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogan), methods, models, procedures, processes, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

1.12. "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

1.13. "MMS" means the sending of multimedia content (e.g., image, audio, video or hyperlinks to webpages) via text messaging.

1.14. "Order Form" means an ordering document, whether titled an order form, quote, schedule, or similar document, that is executed by the Parties or otherwise expressly accepted by Mongoose and that references this Agreement for the purchase of Services or rights to access or use the Platform.

1.15. "Order Start Date" means the date on which the Services specified in the applicable Order Form commence.

1.16. "Services" means the services that may be purchased by Client under an Order Form, which may include, without limitation: (a) limited rights to access and use the Platform; (b) hosting, support, consulting, implementation, integration, enhancement, or development services; (c) compliance-related services, including A2P brand registration, TCR registration, long code

registration, and 10DLC-related services; (d) limited rights to access and use AI Output, MMS messaging, and third-party or future channel services; and (e) other generally applicable services made available by Mongoose and identified in the applicable Order Form or Documentation.

1.17. "Term" means the Initial Term together with any renewal terms.

2. SOFTWARE-AS-A-SERVICE RIGHTS, OBLIGATIONS, AND LIMITATIONS.

2.1. Provision of Services and Platform. Subject to the terms of this Agreement, including the applicable Order Form, Mongoose grants Client a non-exclusive, non-transferable (except as expressly permitted under this Agreement), limited right during the applicable subscription term to access and use the Platform, Documentation, and Services solely for Client's internal business purposes and in accordance with this Agreement, the Documentation, and the applicable Order Form. Mongoose will make the Platform, Documentation, and Services available to Client and its End Users in accordance with this Agreement and the applicable Order Form. Client shall not permit, and shall use reasonable measures to prevent, any person other than authorized End Users from accessing or using the Platform on Client's behalf. Client shall not, and shall not permit any third party to: (a) sell, assign, lease, sublicense, disclose, grant access to, or otherwise transfer the Platform, Documentation, or Services except as expressly permitted under this Agreement; (b) copy, modify, distribute, publicly display, publicly perform, or create derivative works of the Platform or Documentation, except as expressly permitted under this Agreement; (c) use the Platform or Services in any manner that infringes, misappropriates, or otherwise violates the rights of any person or applicable law; (d) upload or transmit Excluded Data except as expressly permitted under this Agreement; or (e) reverse engineer, decompile, disassemble, translate, reconstruct, or otherwise attempt to derive or gain access to any source code or underlying ideas, algorithms, or technology of the Platform, except to the extent such restriction is prohibited by applicable law.

2.2. Access and Use Rights. Client is responsible for obtaining and maintaining the internet connectivity, systems, and equipment necessary to access and use the Platform. Mongoose may specify reasonable procedures in the Documentation governing access to and use of the Platform and Services, including procedures relating to passwords, access credentials, websites, connectivity standards, or protocols. Subject to the applicable Order Form, Client's access to the Platform may include certain features and functionality, including messaging, MMS, AI Output, administrative tools, and other capabilities made available by Mongoose from time to time.

2.3. AI Output. The Platform may include artificial intelligence, machine learning, generative tools, predictive analytics, automation features, and other AI-enabled functionality that may generate AI Output. AI Output may generate suggested content, responses, insights, recommendations, or other materials based on Client Data, End User inputs, or system data. Mongoose does not guarantee the accuracy, completeness, reliability, legality, or fitness for any particular purpose of any AI Output. Client is responsible for reviewing, approving, and validating all communications, content, and actions prior to transmission or implementation. Where Client enables automated or agentic AI features that transmit content without individual human review, Client's configuration or enablement of such features constitutes Client's approval of the parameters governing such automated transmissions, and Client is responsible for the outcomes of those automated transmissions. Client acknowledges that AI Output may reflect inherent limitations of probabilistic systems and should not be relied upon as legal, financial,

regulatory, or compliance advice. Access to certain AI-enabled features may require the purchase and redemption of Mongoose Credits as set forth in the applicable Order Form.

AI Output may include automated flags, alerts, classifications, routing, or escalations relating to communications that may warrant human review. Such functionality is intended only to assist in surfacing communications for review and follow-up by Client personnel. Mongoose does not guarantee that any communication will be accurately identified, classified, escalated, delivered, reviewed, or acted upon, and such functionality must not be relied upon as a substitute for human judgment, monitoring, or response procedures.

2.4. Mongoose Credits. Subject to Client's timely payment of all amounts due under the applicable Order Form, Client will receive the quantity of Mongoose Credits specified therein. Credits represent units of consumption for certain Services and will be deducted as such Services are used, as measured by Mongoose's standard systems, which shall control absent manifest error.

Credits are non-refundable, non-transferable, not redeemable for cash, and do not constitute currency, stored value, or any payment instrument. Unless otherwise expressly stated in an Order Form, unused Credits purchased under an Order Form will carry over into a renewal term of that same Order Form under this Agreement. Credits are consumed on a first-in, first-out basis. Mongoose will make available to Client, through the Platform or otherwise, reasonable access to usage and Credit balance information. Any Credits purchased mid-term will remain subject to the expiration and termination provisions of this Agreement and the applicable Order Form.

Mongoose may modify the manner in which Credits are measured, consumed, or applied across the Services, including adjustments to Credit consumption rates or exchange methodologies, upon at least sixty (60) days' prior written notice to Client, provided that such changes are applied prospectively and are commercially reasonable. If Mongoose changes a Credit consumption rate or exchange methodology while Client has unused purchased Credits, Mongoose may convert such unused Credits to the new methodology using a commercially reasonable conversion designed to preserve substantially equivalent remaining value.

If Client's usage exceeds the number of purchased or available Credits, Mongoose may invoice Client for such overage at the per-Credit rate set forth in the applicable Order Form or, if no such rate is specified, at Mongoose's then-current standard rate. Mongoose will use commercially reasonable efforts to notify Client in advance of material overages. Any negative Credit balance, including upon expiration or termination for any reason, will be invoiced and due in accordance with the payment terms set forth in this Agreement and shall survive expiration or termination.

Mongoose may update its per-Credit pricing or standard rates from time to time; however, any such changes will apply only to future purchases of Credits or renewal terms, unless otherwise expressly agreed in writing.

Mongoose reserves the right, in its reasonable discretion, to monitor usage and, where usage materially exceeds Client's historical or reasonably anticipated usage levels or threatens system performance, security, or availability, to impose reasonable usage limits, throttle, suspend Services, or require the purchase of additional Credits as a condition of continued use. Mongoose will use commercially reasonable efforts to provide advance notice to Client prior to any such action; provided, however, that Mongoose may take immediate action without prior notice where

necessary to protect system integrity, ensure compliance with applicable law, or prevent material service degradation.

2.5. No Emergency Response Service. The Platform is not an emergency response service, crisis hotline, public safety dispatch service, or substitute for licensed medical, mental health, or counseling professionals. Although the Services may flag or escalate certain communications for human review, Mongoose does not warrant that the Services will identify, escalate, or facilitate response to every communication that may require urgent, sensitive, or time-sensitive attention. Client is solely responsible for establishing and maintaining appropriate staffing, monitoring, escalation procedures, and response protocols.

2.6. Trust Score. Client acknowledges that any trust score or similar rating assigned in connection with application-to-person messaging, including any trust score assigned by The Campaign Registry ("TCR"), is determined by applicable third parties and not by Mongoose. Mongoose shall have no responsibility or liability for any trust score, rating, approval status, or related determination made by TCR, carriers, or other third parties.

2.7. Order Forms. The initial Order Form attached to or referencing this Agreement, together with all attachments thereto, is the "Initial Order Form." Client may from time to time purchase additional Services, Platform applications, features, functionality, users, usage capacity, Credits, or other rights to access or use the Platform by executing an additional Order Form or by providing other written or electronic authorization expressly accepted by Mongoose. Upon Mongoose's acceptance, such additional Order Form or authorization will become effective and will be governed by this Agreement. All Order Forms are subject to and incorporate the terms of this Agreement.

2.8. Limitations on Use. Except as otherwise expressly permitted under this Agreement, Client shall not: (a) sell, rent, lease, sublicense, distribute, or otherwise make the Platform, AI Output, channel services, or Documentation available to any third party; (b) copy, modify, translate, or create derivative works of the Platform, AI Output, channel services, or Documentation; (c) remove, alter, or obscure any proprietary notices or labels contained in the Platform, AI Output, channel services, or Documentation; or (d) mirror, frame, or otherwise reproduce any portion of the Platform, AI Output, or channel services. The restrictions in this Section are in addition to, and not in limitation of, any other restrictions set forth in this Agreement.

2.9. Acceptable Use. Client shall not: (a) use the Platform or Services for service bureau, outsourcing, or time-sharing purposes, or otherwise permit third parties to exploit the Platform, AI Output, or channel services except as expressly permitted for Client's End Users under this Agreement; (b) share Platform passwords or other access credentials with any third party except authorized End Users and Client personnel who require access under this Agreement; (c) access or use the Platform or Services to build or support a competitive product or service, or to copy any ideas, features, functions, or graphics of the Platform, AI Output, or channel services; (d) engage in web scraping, data scraping, automated extraction, or similar activity with respect to the Platform, AI Output, or channel services; or (e) use the Platform, AI Output, or channel services in any abusive, fraudulent, unlawful, or non-permitted manner. In the event Mongoose reasonably suspects a breach of this Section, Mongoose may suspend Client's access to the affected Services upon prior notice where practicable, in addition to any other remedies available under this Agreement; provided, however, that Mongoose may take immediate action without

prior notice where reasonably necessary to protect system integrity, ensure compliance with applicable law, or prevent material harm to the Services or third parties.

2.10. WhatsApp and Other Third-Party Channel Compliance. To the extent Client elects to use WhatsApp or any other third-party messaging channel made available through the Services, Client acknowledges that such channel may be subject to applicable third-party terms, policies, guidelines, and technical or operational requirements, as updated from time to time ("Channel Requirements"). Client agrees that Client and its End Users will comply with all applicable Channel Requirements in connection with use of such channel. Mongoose shall not be liable for any interruption in service, suspension, rejection, restriction, or other action taken by a third-party channel provider arising from Client's or its End Users' non-compliance with applicable Channel Requirements.

2.11. Carrier and Messaging Provider Compliance. The Services rely on third-party telecommunications carriers, messaging providers, and platforms (including Twilio) to enable messaging functionality (collectively, "Messaging Providers") and are subject to applicable carrier, regulatory, and industry requirements, including A2P frameworks (e.g., A2P 10DLC) and Messaging Provider policies (collectively, "Carrier Requirements").

Client is responsible for complying with all Carrier Requirements, including all registration, vetting, campaign approval, audit, and documentation obligations, as well as all applicable messaging, telecommunications, privacy, and anti-spam laws.

Messaging services are inherently dependent on third parties and may be delayed, suspended, filtered, blocked, throttled, rejected, or otherwise limited at any time. Mongoose does not control and is not liable for any delivery failure, delay, rejection, suspension, routing issue, or other limitation arising from Carrier Requirements, Messaging Provider actions or policies, Client non-compliance, or any factors outside Mongoose's control. Mongoose does not guarantee message delivery, timing, routing, or approval of any registration or campaign.

Client acknowledges that non-compliance may result in delayed activation, audits, suspension, campaign rejection, carrier filtering, or service interruption. Mongoose may, in its discretion, suspend, throttle, or restrict messaging functionality if it reasonably suspects non-compliance or abusive, fraudulent, or non-permitted use.

Fees are for access to the Services and are not contingent on message delivery or campaign approval. Client's payment obligations remain due and payable in accordance with this Agreement, regardless of any limitation or unavailability of messaging services caused by Carrier Requirements, Messaging Provider actions, or Client non-compliance.

2.12. Responsibility for Client Account and End Users. Client is responsible for all access to and use of the Platform, AI Output, channel services, and related Services through Client's accounts, whether by authorized or unauthorized persons using Client's credentials or systems, except to the extent caused by Mongoose's breach of this Agreement. Client is also responsible for the acts and omissions of its End Users and personnel in connection with their use of the Platform and Services.

3. FEES.

3.1. Fees. Client will pay Mongoose the charges set forth in the applicable Order Form for the provision and use of the Services and Platform (the "Charges"), subject to the other provisions of this Section 3.

3.2. Payment of Fees. Mongoose may invoice subscription fees and other recurring Charges in advance of each Contract Year or as otherwise set forth in the applicable Order Form. Unless otherwise specified in the applicable Order Form, all Charges and other amounts payable by Client under this Agreement are due within thirty (30) days after the invoice date.

If any undisputed amount remains unpaid more than ten (10) days after Client's receipt of written notice that such amount is overdue, Mongoose may charge a late fee equal to two percent (2.0%) of the overdue amount per month, or the maximum amount permitted by applicable law, whichever is lower, for so long as such amount remains unpaid.

Except for amounts disputed in good faith in accordance with Section 3.3, amounts due under this Agreement are payable without deduction, set-off, or abatement. Except as expressly provided in this Agreement, all fees are non-cancellable and non-refundable. Client agrees to remit payment via ACH where operationally feasible, or as otherwise required by Client's applicable procurement policies, and otherwise via credit card or other mutually agreed payment method. Failure to provide accurate billing information, including billing contact, billing entity, purchase order information, or portal registration details, will not relieve Client of its payment obligations.

Mongoose may suspend the affected Services for amounts that remain undisputed and unpaid more than thirty (30) days after the applicable due date, provided that Mongoose first gives Client written notice of such non-payment and at least ten (10) days to cure before suspension takes effect.

3.3. Invoice Disputes. Client must notify Mongoose in writing of any good faith dispute of an invoice within thirty (30) days after the invoice date, specifying the nature of the dispute in reasonable detail. If Client does not provide such notice within that period, the invoice will be deemed accepted, absent manifest error. Client shall timely pay all undisputed amounts in accordance with this Agreement.

3.4. Reimbursement of Expenses. Client will reimburse Mongoose for any reasonable out-of-pocket expenses approved by Client in advance, which approval shall not be unreasonably withheld, conditioned, or delayed, and incurred by Mongoose in connection with the performance of the Services. Mongoose will submit an invoice for such expenses in reasonable detail.

3.5. Taxes. Except for taxes based on Mongoose's net income, or taxes imposed on goods or services used or consumed by Mongoose in providing the Services, Client will be responsible for all sales, use, excise, value-added, duties, tariffs, or similar taxes imposed, levied, or assessed in connection with Client's purchase or use of the Services or Platform, unless Client provides Mongoose with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.6. Verification of Usage. Upon at least fifteen (15) business days' prior written notice and no more than once per calendar year, Mongoose may review records reasonably necessary to verify Client's compliance with applicable usage limits, license metrics, or consumption-based billing terms under this Agreement. Any such review will be conducted during Client's normal business hours in a manner designed to minimize disruption to Client's operations. If such review reveals

an underpayment of more than five percent (5%) of the amounts properly due for the period reviewed, Client shall promptly pay the undisputed underpaid amount and reimburse Mongoose for Mongoose's reasonable third-party costs of conducting the review.

4. TERM OF AGREEMENT AND DEFAULT.

4.1. Term and Renewal. The Agreement shall commence on the Effective Date and continue for the Initial Term set forth in the applicable Order Form. Unless either Party provides written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term, this Agreement shall automatically renew for successive one (1) year renewal terms. The Parties intend to execute a renewal Order Form prior to the expiration of the then-current term. If, despite the Parties' good faith efforts, a renewal Order Form is not executed and Client does not provide timely notice of non-renewal, this Agreement shall automatically renew pursuant to this Section. In such event, Mongoose may adjust recurring fees for the renewal term to its then-current rates for the applicable Services, notwithstanding the annual fee adjustment described below.

Commencing on the first anniversary of the Order Start Date and on each anniversary thereafter during the Initial Term, recurring fees for substantially the same Services and quantities provided during the immediately preceding twelve (12) month-term, including subscription, support, hosting, and other recurring Services, shall automatically increase by the greater of: (i) five percent (5%); or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve (12) month period.

The foregoing annual increase applies solely to recurring fees for substantially the same Services and quantities as provided in the prior term. Any changes to the scope of Services, including the addition of new products, features, functionality, usage levels, pricing models, packaging, or consumption-based components (including Credits, exchange rates, or unit pricing), may result in revised pricing as set forth in a renewal or amended Order Form and shall not be considered a price increase for purposes of this Section.

For public institutions, renewal and payment obligations under this Agreement are subject to the lawful appropriation of funds to the extent required by applicable state law. In the event funds are not appropriated, Client shall provide written notice of non-renewal prior to the start of the applicable renewal term.

4.2. Termination. Either Party may terminate this Agreement or any applicable Order Form for the other Party's material breach by written notice describing the breach in reasonable detail; provided, however, that such termination will be effective only if the breaching Party fails to cure the breach within: (a) thirty (30) days after receipt of notice for any non-monetary breach; or (b) ten (10) days after receipt of notice for any failure by Client to pay amounts due under this Agreement.

Either Party may terminate this Agreement immediately upon written notice if the other Party: (i) becomes insolvent or generally unable to pay its debts as they become due; (ii) makes a general assignment for the benefit of creditors; (iii) files, or has filed against it, a petition under any bankruptcy, insolvency, reorganization, or similar law; or (iv) has a receiver, trustee, custodian, or similar agent appointed for all or substantially all of its assets. In the case of an involuntary proceeding under clause (iii), such right to terminate shall arise only if the proceeding is not dismissed within sixty (60) days after filing.

Upon termination or expiration of this Agreement, Client may elect to port or otherwise acquire any assigned phone numbers used in connection with the Services for a fee of one thousand five hundred dollars ($1,500), payable to Mongoose at the time of such porting or transfer.

Any unused Mongoose Credits remaining as of the effective date of termination or expiration of this Agreement will expire and will not be refundable, except as otherwise expressly provided in this Agreement or the applicable Order Form.

4.3. Effects of Termination. Upon expiration or termination of this Agreement: (a) all rights and licenses granted to Client under this Agreement and any applicable Order Form will immediately terminate, except as otherwise expressly provided herein; (b) Client shall immediately cease all access to and use of the Platform, Documentation, and Services; (c) Mongoose may disable Client's and its End Users' access to the Platform and Services; and (d) each Party shall, upon the other Party's written request, return or destroy the other Party's Confidential Information in its possession or control, subject to applicable law and such Party's reasonable internal record retention and backup policies.

Client's rights with respect to export and deletion of Client Data following expiration or termination will be governed by Section 5.3.

Expiration or termination of this Agreement will not relieve Client of its obligation to pay any fees or other amounts accrued or payable prior to the effective date of expiration or termination. The following provisions will survive expiration or termination of this Agreement: any obligation to pay accrued fees or amounts due; Sections relating to intellectual property, Client Data, Confidential Information, warranty disclaimers, indemnification, limitation of liability, governing law, venue, dispute resolution, and any other provision that by its nature should survive expiration or termination.

5. OWNERSHIP AND DATA.

5.1. Ownership Rights. Except for the rights expressly granted to Client under this Agreement, Mongoose and its licensors retain all right, title, and interest in and to the Platform, the Documentation, the Services, and all related technology, software, know-how, methodologies, processes, tools, improvements, modifications, derivative works, configurations, customizations, interfaces, workflows, deliverables, and other intellectual property embodied in, created, developed, or used to provide the foregoing, including all Intellectual Property Rights therein. No rights are granted to Client except as expressly set forth in this Agreement.

Client retains all right, title, and interest in and to Client Data and Client's pre-existing materials specifically identified in a writing signed by both Parties or in a schedule attached to the applicable Order Form, subject to the limited rights expressly granted to Mongoose under this Agreement. Except for Client Data and Client's pre-existing materials specifically identified in a writing signed by both Parties or in a schedule attached to the applicable Order Form, Mongoose will own all suggestions, ideas, enhancement requests, modifications, derivative works, deliverables, and other materials relating to the Platform, Documentation, or Services, including any materials created, developed, configured, customized, or provided by or on behalf of Mongoose in connection with this Agreement, whether or not requested, funded, or suggested by Client, and whether developed independently by Mongoose or in consultation or collaboration with Client.

5.2. Feedback. If Client or any of its End Users provides Mongoose with any suggestions, ideas, enhancement requests, recommendations, corrections, or other feedback relating to the Platform, Documentation, or Services ("Feedback"), Mongoose may freely use, disclose, reproduce, license, distribute, modify, create derivative works from, and otherwise exploit such Feedback without restriction, obligation, or compensation to Client or any End User. Feedback will not be considered Client's Confidential Information, provided that Feedback does not include Client Data or Client's non-public business information unrelated to the Platform, Documentation, or Services.

5.3. Client Data. As between the Parties, Client retains all right, title, and interest in and to all data submitted to, uploaded to, transmitted through, or collected through the Platform by or on behalf of Client, including by Client's users, students, or prospective students ("Client Data"). Client grants Mongoose a non-exclusive, worldwide, limited right to access, use, process, transmit, store, and display Client Data solely as necessary to provide, support, secure, and maintain the Services, to perform Mongoose's obligations under this Agreement, and as otherwise permitted by this Agreement or required by applicable law.

Mongoose will implement and maintain commercially reasonable administrative, technical, and organizational safeguards designed to protect Client Data against unauthorized access, use, or disclosure. In the event Mongoose becomes aware of a confirmed security breach resulting in the unauthorized access, use, or disclosure of Client Data, Mongoose will notify Client without undue delay, and in no event later than seventy-two (72) hours after such confirmation, and will reasonably cooperate with Client in investigating, mitigating, and responding to the breach. Client acknowledges that no system can be guaranteed to be completely secure, and Mongoose does not warrant that Client Data will be immune from unauthorized access, loss, alteration, or disclosure. Mongoose will have no responsibility or liability for the accuracy, quality, legality, or content of Client Data, including any data, materials, or communications uploaded, submitted, or transmitted by or on behalf of Client or its users.

If Mongoose is required by applicable law or valid legal process to disclose Client Data, Mongoose will, to the extent legally permitted, provide Client with prompt notice and reasonably cooperate with Client, at Client's expense, in any effort to seek a protective order or otherwise contest such disclosure.

Mongoose may use aggregated and de-identified data derived from Client Data for lawful business purposes, including to operate, analyze, improve, and enhance the Services, analytics, benchmarking, and related offerings, provided that such data does not identify Client or any individual. For the avoidance of doubt, Mongoose will not use student or institutional data to train or fine-tune generative AI models unless otherwise expressly agreed in writing.

Client is responsible for exporting Client Data prior to the expiration or termination of this Agreement; provided that, for a period of thirty (30) days following expiration or termination, Mongoose will provide reasonable access to Client Data solely for export purposes, unless access has been suspended as expressly permitted under this Agreement. Following such period, Mongoose will delete Client Data within thirty (30) days, except to the extent retention is required by applicable law, in which case Mongoose will retain only the minimum data required and will delete such data promptly upon satisfaction of the applicable retention obligation. Mongoose may suspend access to Client Data during periods of delinquency or suspension as otherwise permitted under this Agreement.

5.4. Excluded Data. The Platform is not intended for, and Client shall not submit, upload, transmit, or otherwise provide to Mongoose through the Platform, any highly regulated data or sensitive personal data that requires data security, privacy, handling, or compliance obligations beyond those expressly undertaken by Mongoose in this Agreement, unless otherwise expressly agreed in writing by Mongoose ("Excluded Data"). Excluded Data includes, without limitation, protected health information subject to HIPAA, payment card data subject to PCI-DSS, and any other categories of sensitive personal data subject to specialized regulatory frameworks not addressed by this Agreement or a written addendum signed by Mongoose.

For the avoidance of doubt, student education records and related contact information processed by Mongoose in connection with the Services in Mongoose's capacity as a service provider to Client are not Excluded Data, and Mongoose's handling of such data is governed by the terms of this Agreement and any applicable data privacy addendum agreed to by the Parties.

Client acknowledges and agrees that Mongoose has not designed the Services for, and does not undertake under this Agreement to provide, compliance with legal or regulatory requirements applicable specifically to Excluded Data unless expressly agreed in writing by Mongoose. MONGOOSE SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT ARISING FROM CLIENT'S SUBMISSION, UPLOAD, TRANSMISSION, OR OTHER PROVISION OF EXCLUDED DATA TO THE PLATFORM EXCEPT TO THE EXTENT EXPRESSLY AGREED IN WRITING BY MONGOOSE. Client is solely responsible for ensuring that it does not provide Excluded Data to Mongoose except as expressly authorized in writing.

6. CONFIDENTIAL INFORMATION.

6.1. General. During the Term and thereafter, each Party will: (a) treat as confidential all Confidential Information of the other Party; (b) not use such Confidential Information except as expressly permitted under this Agreement or otherwise authorized in writing by the Disclosing Party; (c) use reasonable measures to protect such Confidential Information from unauthorized use, disclosure, duplication, misuse, or removal; and (d) not disclose such Confidential Information to any third party except as necessary to perform its rights or obligations under this Agreement and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each Party will use at least the same degree of care it uses to protect its own confidential information of similar importance, and in no event less than reasonable care. Except as expressly authorized in this Agreement, neither Party will copy the other Party's Confidential Information without the Disclosing Party's prior written consent. This Agreement does not transfer ownership of, or grant any license to, any Confidential Information except as expressly set forth herein.

6.2. Exclusions. Confidential Information will not include information that the Receiving Party can document: (a) is or becomes generally available to the public through no improper act or omission of the Receiving Party; (b) was lawfully known to the Receiving Party without restriction prior to disclosure by the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction and without breach of any obligation owed to the Disclosing Party; (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (e) is approved for release by the Disclosing Party in writing. The foregoing exclusions will not apply to personal data or other information that is required to be protected under applicable law.

6.3. Required Disclosure. The Receiving Party may disclose Confidential Information of the other Party only to the extent required by applicable law or by a court, administrative agency, or other governmental body of competent jurisdiction ("Court Order"); provided that, unless legally prohibited, the Receiving Party will provide the Disclosing Party with prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, the Receiving Party may disclose only that portion of the Confidential Information that its legal counsel advises is legally required to be disclosed. Any Confidential Information so disclosed will remain Confidential Information for all other purposes under this Agreement.

6.4. Remedies. Each Party acknowledges that unauthorized use or disclosure of the other Party's Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, in the event of any actual or threatened breach of this Section 6, the Disclosing Party will be entitled to seek equitable or injunctive relief, in addition to any other rights or remedies available at law or in equity.

6.5. Return or Destruction. Upon the Disclosing Party's written request, the Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information in its possession or control and, upon request, certify such return or destruction in writing; provided, however, that the Receiving Party may retain copies to the extent required by applicable law or pursuant to its reasonable backup, archival, or record retention policies, subject in all cases to the confidentiality obligations of this Agreement.

6.6. Defend Trade Secrets Act Notice. Pursuant to the Defend Trade Secrets Act of 2016, 18 U.S.C. Section 1833(b), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret that: (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal. In addition, an individual who files a lawsuit for retaliation for reporting a suspected violation of law may disclose the trade secret to such individual's attorney and use the trade secret information in the court proceeding, provided that any document containing the trade secret is filed under seal and the trade secret is not otherwise disclosed except pursuant to court order.

7. REPRESENTATIONS & WARRANTIES.

7.1. Representations and Warranties. Client represents and warrants to Mongoose that it is fully empowered and has the authority to enter into this Agreement, and that its execution of this Agreement does not constitute, either directly or indirectly, by act or omission, a breach of any other obligation owed by Client to any third-party. Mongoose warrants that it will provide the Services in a commercially reasonable manner consistent with generally accepted industry standards.

7.2. Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PLATFORM, SERVICES, DOCUMENTATION, AND ANY RELATED PRODUCTS, FEATURES, OR FUNCTIONALITY PROVIDED BY MONGOOSE ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND MONGOOSE DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

WITHOUT LIMITING THE FOREGOING, MONGOOSE DOES NOT WARRANT THAT THE PLATFORM OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED. MONGOOSE DOES NOT WARRANT THAT CLIENT DATA WILL NEVER BE SUBJECT TO UNAUTHORIZED ACCESS, LOSS, ALTERATION, OR DISCLOSURE, PROVIDED THAT NOTHING IN THIS SECTION LIMITS MONGOOSE'S EXPRESS OBLIGATIONS REGARDING CLIENT DATA SECURITY SET FORTH IN THIS AGREEMENT.

Without limiting the foregoing, Mongoose does not warrant that the Platform or any AI-enabled feature will identify, classify, flag, escalate, route, or surface all communications that may warrant human review or follow-up, or that any escalated communication will be reviewed, recognized, or acted upon by Client personnel within any particular timeframe.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY.

8.1. Mutual Indemnification. Each Party (the "Indemnifying Party") shall, to the extent permitted by applicable law, defend, indemnify, and hold harmless the other Party and its affiliates, officers, directors, employees, and agents (the "Indemnified Party") from and against any third-party claim, suit, demand, action, or proceeding ("Claim"), and any resulting damages, liabilities, judgments, settlements, costs, and reasonable attorneys' fees, to the extent arising from: (a) the Indemnifying Party's willful misconduct; or (b) the Indemnifying Party's violation of applicable law in connection with its performance under this Agreement. The foregoing indemnification obligations are subject to the limitations set forth in Section 8.5.

8.2. Client-Specific Indemnification Obligations. Without limiting Section 8.1, Client shall, to the extent permitted by applicable law, defend, indemnify, and hold harmless Mongoose and its affiliates, officers, directors, employees, and agents from and against any Claim, and any resulting damages, liabilities, judgments, settlements, costs, and reasonable attorneys' fees, to the extent arising from: (a) Client's or its End Users' use of the Platform, AI Output, or channel services in breach of this Agreement, the applicable Documentation, or applicable law; (b) Client's or its End Users' violation of applicable messaging, telecommunications, privacy, or communications laws, including without limitation TCPA, CAN-SPAM, CASL, or similar laws; (c) Client's or its End Users' violation of the Twilio Messaging Policy, WhatsApp Messaging Policy, Carrier Requirements, or other applicable third-party messaging policies or requirements; (d) content, data, materials, instructions, or communications submitted, uploaded, transmitted, or otherwise provided by or on behalf of Client or its End Users; or (e) any unauthorized disclosure of personally identifiable information to the extent caused by Client's or its End Users' configuration of the Platform, instructions to Mongoose, or use, misuse, or unauthorized use of the Platform. To the extent a Claim arises under both Section 8.1 and Section 8.2, the Client Indemnity Cap set forth in Section 8.5(c) shall govern Client's total aggregate liability for such Claim. The foregoing indemnification obligations are subject to the limitations set forth in Section 8.5.

8.3. Mongoose Intellectual Property Indemnification. Mongoose shall defend Client against any third-party Claim alleging that the Platform, as provided by Mongoose and used by Client in

accordance with this Agreement, infringes or misappropriates a United States patent, copyright, or trademark, and shall pay any damages finally awarded against Client, or amounts agreed in settlement by Mongoose, attributable to such Claim. Mongoose shall have no obligation under this Section 8.3 to the extent a Claim arises from: (a) use of the Platform in combination with products, services, or data not provided by Mongoose; (b) modifications not made by or on behalf of Mongoose; (c) Client Data, content, instructions, or materials provided by or on behalf of Client; or (d) use of the Platform in violation of this Agreement or the applicable Documentation. If the Platform becomes, or in Mongoose's reasonable determination is likely to become, the subject of such a Claim, Mongoose may, at its option and expense: (i) procure for Client the right to continue using the Platform; (ii) modify or replace the Platform so that it becomes non-infringing without materially reducing its material functionality; or (iii) terminate the affected Services and refund to Client any prepaid fees covering the unused portion of the then-current term for the affected Services. THIS SECTION 8.3 STATES MONGOOSE'S SOLE AND EXCLUSIVE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION. The foregoing indemnification obligations are subject to the limitations set forth in Section 8.5.

8.4. Indemnification Procedures. The Indemnified Party shall: (a) promptly notify the Indemnifying Party in writing of any Claim for which it seeks indemnification; provided, however, that any delay in providing notice will relieve the Indemnifying Party of its obligations under this Section 8 only to the extent the Indemnifying Party is materially prejudiced by such delay; (b) grant the Indemnifying Party sole control of the defense and settlement of the Claim, using counsel reasonably acceptable to the Indemnified Party; and (c) provide reasonable cooperation in connection with the defense of the Claim, at the Indemnifying Party's expense. The Indemnifying Party may not settle any Claim in a manner that admits fault of, imposes liability on, or imposes any ongoing obligation on the Indemnified Party without the Indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

8.5. Limitation of Liability.

(a) General Cap. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 8.5(b), 8.5(c), AND 8.5(d), IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL CHARGES PAID OR PAYABLE BY CLIENT TO MONGOOSE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE APPLICABLE CLAIM.

(b) Enhanced Cap. IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO: (i) A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6; OR (ii) MONGOOSE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.3, EXCEED TWO (2) TIMES THE TOTAL CHARGES PAID OR PAYABLE BY CLIENT TO MONGOOSE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE APPLICABLE CLAIM.

(c) Client Indemnity Cap. IN NO EVENT WILL CLIENT'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.2 EXCEED THREE (3) TIMES THE TOTAL

CHARGES PAID OR PAYABLE BY CLIENT TO MONGOOSE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE APPLICABLE CLAIM.

(d) Uncapped Liability. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR: (i) FRAUD OR FRAUDULENT MISREPRESENTATION; (ii) WILLFUL MISCONDUCT; OR (iii) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. FOR THE AVOIDANCE OF DOUBT, THE LIMITATIONS SET FORTH IN SECTIONS 8.5(a), 8.5(b), AND 8.5(c) DO NOT APPLY TO CLAIMS ARISING FROM THE MATTERS DESCRIBED IN THIS SECTION 8.5(d), REGARDLESS OF THE THEORY OF LIABILITY UNDER WHICH SUCH CLAIMS ARE BROUGHT.

(e) Exclusion of Damages. EXCEPT FOR: (i) A PARTY'S PAYMENT OBLIGATIONS; AND (ii) AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.1, SECTION 8.2, OR SECTION 8.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE.

(f) Aggregate Application. THE LIMITATIONS SET FORTH IN THIS SECTION 8.5 APPLY IN THE AGGREGATE TO ALL CLAIMS, CAUSES OF ACTION, AND THEORIES OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND NOT ON A CLAIM-BY-CLAIM BASIS.

(g) Essential Basis; Extension to Related Parties. THE PARTIES ACKNOWLEDGE THAT THE FEES AND OTHER TERMS OF THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS SECTION 8.5 AND THAT THIS SECTION FORMS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 8.5 APPLY TO MONGOOSE'S AFFILIATES, LICENSORS, SUPPLIERS, CONTRACTORS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS TO THE SAME EXTENT THEY APPLY TO MONGOOSE.

8.6. Cumulative Rights. Except as otherwise expressly provided in this Agreement, all rights and remedies of the Parties are separate and cumulative, and no one right, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy. The waiver or failure of either Party to exercise in any respect any right or remedy provided in this Agreement will not be deemed a waiver of any further right or remedy. For the avoidance of doubt, Mongoose's liability limits and other rights set forth in this Section 8 apply likewise to Mongoose's affiliates, licensors, suppliers, contractors, agents, directors, officers, employees, and consultants.

9. EXCUSABLE DELAY.

Neither Party will be liable for any delay or failure to perform its obligations under this Agreement, other than payment obligations, to the extent caused by events beyond such Party's reasonable control, including acts of God, natural disasters, fire, flood, pandemic, epidemic, war,

terrorism, civil unrest, labor disputes, failures or delays of telecommunications, internet, hosting, utility, or other service providers, governmental actions, embargoes, changes in law, or other similar events beyond the affected Party's reasonable control (each, a "Force Majeure Event"). The affected Party will use commercially reasonable efforts to mitigate the effect of the Force Majeure Event and resume performance as soon as reasonably practicable.

10. MISCELLANEOUS.

10.1. Compliance with Laws. Client will comply with all applicable laws, regulations, and industry guidelines in connection with its use of the Platform, Services, Client Data, and any communications sent through the Services, including laws relating to privacy, telecommunications, and marketing communications. Client is solely responsible for obtaining and maintaining any required consents, including any required opt-ins, for the collection and use of mobile phone numbers and for the sending of messages through the Services. Client is also solely responsible for receiving, processing, and honoring opt-out, unsubscribe, and removal requests in accordance with applicable law.

10.2. Assignment. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Client may not assign, delegate, or otherwise transfer this Agreement, in whole or in part, whether voluntarily, by operation of law, or otherwise, without Mongoose's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation of this Section will be null and void.

Notwithstanding the foregoing, Mongoose may assign, delegate, or otherwise transfer this Agreement, in whole or in part, without Client's consent, in connection with a merger, acquisition, corporate reorganization, change of control, or sale of all or substantially all of Mongoose's assets, upon written notice to Client within thirty (30) days following the effective date of such transaction.

For purposes of this Section, any change of control, merger, consolidation, reorganization, or sale of all or substantially all of Client's assets shall be deemed an assignment by Client requiring Mongoose's prior written consent under this Section.

10.3. Relationship of the Parties. Client and Mongoose agree that neither Party will be an employee, agent, partner, or joint venturer of or with the other. Mongoose, in furnishing the Services, is acting as Client's independent contractor. Mongoose will be fully responsible for the acts and omissions of its employees, contractors, subcontractors, and other delegates as if they were performed by Mongoose. Neither Party has any authority to represent, contract, or commit the other in any matters, except as expressly authorized in this Agreement.

10.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles; provided, however, that if Client is a public institution and applicable state law prohibits agreement to out-of-state governing law or venue, governing law and venue shall be as required by such applicable state law.

10.5. Escalation. Except as otherwise provided in this Agreement, the following procedures will apply to any dispute arising out of or relating to this Agreement or any Order Form that the Parties are unable to resolve in the ordinary course of business ("Dispute"). The aggrieved Party will provide written notice to the other Party describing the nature of the Dispute in reasonable

detail. Representatives of the Parties will meet, telephonically or in person, within fourteen (14) business days after receipt of such notice and attempt in good faith to resolve the Dispute. If the representatives are unable to resolve the Dispute, the Dispute will be escalated to senior managers of the Parties with authority to resolve the Dispute, who will meet or otherwise confer in good faith within fourteen (14) business days after such escalation. If the senior managers do not resolve the Dispute within seven (7) business days after their initial meeting or conference, either Party may pursue any remedies available at law or in equity.

Except as otherwise expressly provided in this Section, neither Party will initiate litigation until the foregoing dispute resolution procedure has been completed or waived by mutual written agreement. During the pendency of a Dispute, each Party will continue to perform its undisputed obligations under this Agreement, and Client shall timely pay all undisputed amounts in accordance with this Agreement.

All discussions, negotiations, and communications made in connection with the dispute resolution process described in this Section will be treated as Confidential Information and will be inadmissible to the fullest extent permitted by applicable law. Notwithstanding the foregoing, nothing in this Section will prevent either Party from: (a) seeking injunctive or other equitable relief; (b) exercising termination rights in accordance with this Agreement; (c) taking action necessary to avoid expiration of an applicable limitations period; or (d) protecting its rights with respect to intellectual property, Confidential Information, or compliance with applicable law.

10.6. Venue. Any claim arising out of or relating to this Agreement or any Order Form, including its interpretation, performance, breach, or termination, that is not resolved in accordance with Section 10.5 shall be brought exclusively in the United States District Court for the Western District of New York or, if that court lacks subject matter jurisdiction, in the state courts located in Erie County, New York. Notwithstanding the foregoing, if Client is a public institution and applicable state law prohibits agreement to out-of-state venue or exclusive jurisdiction, venue shall be as required by applicable state law. Each Party submits to the jurisdiction of the applicable courts described in this Section, and service of process may be effected in the manner provided in Section 10.8.

10.7. Interpretation. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be modified to the minimum extent necessary to make it valid, legal, and enforceable, or, if such modification is not possible, it will be severed from this Agreement, and the remaining provisions of this Agreement will remain in full force and effect. The headings in this Agreement are for convenience only and will not affect the interpretation of this Agreement. The words “including,” “include,” and similar expressions will be deemed to be followed by “without limitation.” Each Party acknowledges that it has had the opportunity to review and negotiate this Agreement, and no rule of construction requiring that any ambiguity be resolved against the drafting party will apply in the interpretation of this Agreement.

10.8. Notices. Except as otherwise expressly provided in this Agreement, any notice, request, approval, authorization, consent, demand, or other communication required or permitted under this Agreement must be in writing and will be deemed given: (a) when delivered personally; (b) when sent by nationally recognized overnight courier, with written confirmation of receipt; (c) three (3) business days after being sent by certified or registered United States mail, return receipt requested, postage prepaid; or (d) when sent by email to the email address designated by

the receiving Party for notices, provided that no delivery failure notice is received by the sending Party. Notices will be sent to the addresses or email addresses set forth in the applicable Order Form or such other address or email address as a Party may designate by notice to the other Party from time to time.

10.9. Order Forms. All Order Forms are subject to and incorporate this Agreement. By executing an Order Form that references this Agreement, Client agrees to be bound by the version of this Agreement in effect as of the effective date of such Order Form, unless otherwise expressly agreed in writing by the Parties.

In the event of a conflict between this Agreement and an Order Form, the Order Form will control solely with respect to the Services purchased, quantities, pricing, subscription term, and other commercial terms expressly set forth in that Order Form, but only to the extent of such conflict. For the avoidance of doubt, "commercial terms" as used in this Section do not include provisions relating to liability, indemnification, intellectual property, data privacy, confidentiality, or dispute resolution, all of which shall be governed by this Agreement unless expressly modified by a written amendment signed by both Parties. In all other respects, this Agreement will control unless the Parties expressly agree in writing that a specific provision of an Order Form is intended to override this Agreement.

10.10. Counterparts. This Agreement may be executed in one or more counterparts, and such counterparts may be signed via electronic signature and delivered in electronic form (including by facsimile and email), each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement.

10.11. Entire Agreement. This Agreement, together with its Order Forms and any exhibits, schedules, or addenda expressly incorporated herein, constitutes the entire agreement between Mongoose and Client with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and communications, whether written or oral, relating to such subject matter. This Agreement may be amended only by a written amendment or addendum signed by both Parties.

10.12. Technology Export. Client shall not, and shall not permit any third party to, access, use, export, re-export, transfer, or otherwise make available the Platform, Services, AI Output, or any related software or technology in violation of any applicable United States export control, economic sanctions, or import laws or regulations. Without limiting the foregoing, Client shall not permit access to or use of the Platform, Services, AI Output, or related software or technology by any person or in any country or territory subject to applicable United States embargoes or sanctions, except as authorized by applicable law.