MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") shall govern the Order Form to which this Agreement is attached (the "Order Form") by and between SparkCX, Inc., a Delaware corporation with offices at 11201 Rooney Cove, Austin, TX 78739 ("SparkCX") and the customer identified on such Order Form ("Customer", and together with SparkCX, the "parties" and each, a "party"). All capitalized terms used in this Agreement shall have the meanings stated in the Order Form, unless stated otherwise herein. In the event of a conflict between this Agreement and this Order Form, the terms and conditions of this Agreement shall govern unless explicitly stated otherwise in the Order Form.

1.   RIGHTS

        (a)   **Grant.** Subject to and conditioned on Customer's compliance with this Agreement, SparkCX hereby grants Customer a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license solely to use the Services for Customer's non-commercial, internal business use. Customer's access to and use of the Services must further comply in all material respects with all usage guidelines posted or made available by SparkCX.

        (b)   **Responsibility for Data.** All information, data (including information received or provided by Customer through Customer's use of the Services), text, documents, and other materials accessible, either directly or indirectly, through the Services ("Data") are the sole responsibility of the party from whom such information, data, text, documents, or materials originated. Customer acknowledges and agrees that: (i) the Services may provide access to or rely on Data from third parties; (ii) Customer, and not SparkCX, is entirely responsible for all Data (if any), including ensuring the accuracy, completeness, and integrity of such Data, that Customer or users authorized by Customer (such users, "Authorized Users"), as applicable, submits, uploads, emails, transmits, or otherwise makes available, either directly or indirectly, through the Services or to SparkCX; and (iii) Customer is solely responsible for giving all required notices and obtaining all necessary consents before submitting Data through or to the Services or SparkCX. Customer further hereby represents and warrants that (A) Customer has all necessary rights and licenses to submit, upload, email, transmit, or otherwise makes available all Data for SparkCX to exercise its rights granted and fulfill its obligations set forth herein, including as necessary for SparkCX to process any Data Customer submits or makes available, either directly or indirectly, to the Services in accordance with this Agreement and as further including as set forth in Section 7(b); and (B) that Customer's submission of Data to SparkCX, either directly or indirectly, will not violate this Agreement, any SparkCX usage guidelines or other policies, or any laws applicable to such Data, including without limitation intellectual property laws and any privacy or data protection laws governing any personal or sensitive information.

        (c)   **Authorized Users.** Authorized Users may access and use the Services on Customer's behalf contingent upon such Authorized User's compliance with the terms and conditions of this Agreement and the terms of use governing each Authorized User's access to and use of the Services provided by SparkCX at [URL], which may be amended from time to time, (the "Terms of Service"), provided that: (i) each Authorized User has a separate account and only one Authorized User has access to each account; (ii) Customer is responsible for ensuring that all Authorized Users agree in a legally enforceable manner to abide by and fully comply with the terms and conditions of this Agreement on the same basis as applicable to Customer; (iii) such use is only in furtherance of Customer exercising its rights granted and fulfilling its obligations set forth herein; (iv) such use does not represent or constitute an increase in the scope of the licenses provided hereunder (including an increase in the number of Authorized Users, if applicable); and (v) Customer remains fully responsible and liable for any and all acts or omissions by such Authorized Users related to this Agreement and the Terms of Service as if such acts or omissions are committed by Customer itself.

2. PRIVACY POLICY

In addition to this Agreement and the Terms of Service, the SparkCX Privacy Policy, available at https://sparkcx.co/privacy-policy, which may be amended from time to time, (the "Privacy Policy") applies to how SparkCX may process personal information (including that of Customer's Authorized Users) provided as part of the Services. Customer acknowledges and agrees that by accessing or using the Services, SparkCX may receive certain information about Customer and/or Authorized Users, as applicable, including personal data, as set forth in the Privacy Policy, and SparkCX may collect, use, disclose, store, share, and process such personal data in accordance with such Privacy Policy.

3. PROPRIETARY RIGHTS

(a) **License to SparkCX.** Customer grants SparkCX and its service providers a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made all content (in any form and any medium, whether now known or later developed) that Customer provides, including any Data, in connection with the Services to the extent necessary for SparkCX to exercise its rights granted and fulfill its obligations set forth herein. Customer acknowledges and agrees that the technical processing and transmission of data associated with the Services, may require: (i) transmissions over various networks and across borders and (ii) modifications to conform, connect, and adapt to technical requirements of networks or devices.

(b) **Ownership of the Services.** The Services provided to Customer hereunder or products and services available to Customer through the Services are licensed, not sold, and SparkCX retains and reserves all rights not expressly granted in this Agreement. Customer acknowledges and agrees that, as between Customer and SparkCX, SparkCX and its licensors owns all rights, title, and interest (including all intellectual property rights) in and to the Services and all data, content, and other materials within the Services.

(c) **Trademarks.** Customer may not use "SparkCX", "PulseCX", or any of SparkCX's names, brands, trademarks, service marks or logos that SparkCX makes available on the Services ("Marks"). SparkCX claims trademark protection over all such Marks, and Customer will not use the Marks except as expressly authorized herein. Customer will not remove or alter the Marks or any proprietary notices on the Services. Customer may not include the Marks in or as part of any registered corporate name, any other logo, or service or product name. Customer may not create any derivative works of the Marks or use the Marks in a manner that creates or reasonably implies an inaccurate sense of endorsement, sponsorship, or association with SparkCX. Customer will not otherwise use business names or logos in a manner that can mislead, confuse, or deceive any third party. All use of the Marks and all goodwill arising out of such use will inure to SparkCX's benefit.

(d) **Accounts.** Customer is fully responsible for all activities that occur under Customer's account. Customer agrees to notify SparkCX immediately of any unauthorized use of Customer's or any Authorized User's, account or password or any other similar breach of security.

(e) **Content.** Customer shall provide an input to the Services ("Input") and receive an output from the Services based on the Input ("Output"). Input and Output are collectively "Content." Customer is responsible for Content, including ensuring that it does not violate any applicable law or this Agreement, including any privacy, likeness, or other intellectual property right. Customer represents and warrants that Customer has all rights, licenses, consents, and permissions needed to provide Input to the Services. All right, title, and interest in and to the Content and all intellectual property embodied therein or related thereto shall be and shall remain the sole and exclusive property of Customer. Due to the nature of the Services and artificial intelligence generally, Output may not be unique and other users may receive similar output from the Services. Customer hereby grants SparkCX a perpetual, irrevocable, non-exclusive, royalty-free, paid-up, worldwide, sublicensable license to use, access, transmit, host, store,

and display the Content. For the avoidance of doubt, nothing in this Section 3(e) shall limited and rights afforded in Section 3(d).

(f)   **Aggregated Information.** Notwithstanding anything to the contrary, SparkCX shall have the right to collect and analyze 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 Inputs and Outputs and data derived therefrom) ("Aggregated Data"), and SparkCX will be free (during and after the Term) to (i) use Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other SparkCX products and services, and (ii) disclose Aggregated Data solely in de-identified form in connection with SparkCX's business, products and services. SparkCX shall own all right, title, and interest in and to the Aggregated Data.

4.   **FEEDBACK**

If Customer elects to provide or make available to SparkCX any suggestions, comments, ideas, improvements or other feedback relating to the Services, including with respect to any Beta Services (as defined below), ("Feedback"), SparkCX shall own and be free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in Customer's Feedback in any form and any medium (whether now known or later developed), without credit or compensation to Customer.

5.   **FEES**

(a)   **Payment**. Customer shall pay all agreed upon fees for all products or features ordered through the Services as set forth in the Order Form in accordance with the terms set forth herein**.**

(b)   **Payment Terms and Third Party Providers**. All payments will be made in United States dollars and are non-refundable and non-cancelable. Customer hereby (i) acknowledges and agrees that SparkCX uses or may use a third-party payment provider in connection with its collection of Fees, (ii) acknowledges and agrees that SparkCX will not be responsible for any payments, fees or penalties as a result of Customer's failure to provide up-to-date and accurate information to any such third-party payment provider, and (iii) acknowledges and authorizes SparkCX and its third-party payment processors to charge all Fees to Customer's chosen payment method.

(c)   **Late Payments**. If Customer fails to pay any past due invoice, SparkCX may revoke or suspend the Services until such time as Customer brings its account completely current. SparkCX may charge interest on all past due invoices at a rate of 1.5% per month or the highest rate allowed by applicable law, whichever is lower.

(d)   **Taxes**. All Fees exclude any and all taxes and similar fees now in force, enacted or imposed in the future on the transaction, delivery of the Services, including any sales, use or value added taxes, goods and services tax, consumption tax, customs duties or similar charges (collectively, "Taxes"), but excluding withholding taxes and taxes solely based on SparkCX's net income, and Customer shall be responsible for payment of all such Taxes, and any related penalties and interest arising from the payment of such amounts.

6.   **CONFIDENTIALITY**

(a)   **Confidential Information**. "Confidential Information" shall mean all information identified in good faith by either party as being confidential or proprietary or information that, under the circumstances, a reasonable person would assume to be confidential or proprietary. Confidential Information shall include research, product plans, products, services, customers, customer lists, markets, software, developments, processes, formulas, technology, designs, drawings, engineering, blueprints, hardware configuration information, marketing, finances, or other business information provided by either party. Confidential Information may include third party information as to which the disclosing party has

an obligation of confidentiality. All Data provided by Customer, either directly or indirectly or through a Third Party Integration, shall be considered the Confidential Information of Customer.

(b)   **Exceptions**. Confidential Information shall not include information that: (a) can be demonstrated to have been publicly known at the time of the disclosing party's disclosure of such Confidential Information to the receiving party; (b) becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; (c) can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such Confidential Information; (d) is provided to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (e) is required to be disclosed by law, provided, however, that the receiving party shall take reasonable actions to minimize such disclosure and promptly notify the disclosing party, to the extent permitted by law, so that the disclosing party may take lawful actions to avoid or minimize such disclosure

(c)   **Obligations**. Each party agrees that it will use the Confidential Information provided by the other party only as necessary to exercise its rights and discharge its obligations under this Agreement and for no other purpose without the prior written consent of the disclosing party. Neither party shall disclose to a third-party Confidential Information of the other party. To maintain in confidence the Confidential Information of the disclosing party, the receiving party shall use the same degree of care as it uses to protect the confidentiality of its own Confidential Information of like nature, but no less than a reasonable degree of care.

7.   DEALINGS WITH THIRD PARTIES

(a)   **Third Party Providers.** The Services may include or provide access to products, services, content, data, or offerings owned by or licensed to third parties, including Amazon Connect ("Third Party Providers"). Customer acknowledges that different terms of use and privacy policies may apply to Customer's use of such third-party products and services, including through a Third Party Integration (as defined below), and that such terms and policies are solely between Customer and the Third Party Provider. Specifically, Amazon Connect is owned and licensed by Amazon Web Services, Inc., and your use of Amazon Connect is governed by any agreement between you and Amazon Web Services, Inc. Customer agrees that SparkCX does not endorse and is not responsible or liable for any issues related to third party services, including Amazon Connect.

(b)   **Generative AI.** YOU ACKNOWLEDGE THAT SPARKCX USES THIRD-PARTY APPLICATION PROGRAMMING INTERFACES ("APIS") AND THAT SUCH APIS PROVIDE CERTAIN GENERATIVE AI FUNCTIONALITIES AND INFORM THE OUTPUTS. For the avoidance of doubt and as further set forth in Section 1(b), Customer represents and warrants that to the extent any Input includes personally identifiable information, Customer has provided all necessary notices and received all necessary consents for SparkCX to process and use such information in connection with generative artificial intelligence functionalities and other large language models.

8.   SUSPENSION AND TERMINATION

(a)   **Termination for Cause.** This Agreement and the Order Form may be terminated as follows: (i) immediately if the other party materially breaches any of the terms or conditions of this Agreement or the Order Form, or, to the extent such breach is curable, upon thirty (30) days' notice if the breaching party fails to cure such breach within such time period; or (ii) by either party in the event the other party becomes insolvent or bankrupt, becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law, has a receiver or manager appointed, makes an assignment for the benefit of creditors, or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business.

(b)   **Suspension.** SparkCX reserves the right to suspend Customer's or any Authorized User's access to the Services in the event (i) Customer or Authorized Users use the Services in violation of the

terms and conditions of this Agreement or the Terms of Service that disrupts or is reasonably likely to disrupt the availability of the Services to other users; or (ii) Customer fails to make payment within five (5) business days of such payment becoming due. If access is suspended pursuant to clause (i), SparkCX will make commercially reasonable efforts to limit suspension to the minimum extent and duration necessary to eliminate the disruption.

(c)   **Right to Modify Services.** Including with respect to Section 12, SparkCX reserves the right at any time to modify, suspend, or discontinue the Services (or any portion thereof) with or without notice, and SparkCX shall not be liable to Customer or any third party for any such modification or discontinuance.

(d)   **Effect of Termination; Survival.** Upon termination of this Agreement for any reason: (i) SparkCX, in its sole discretion, may remove and discard Customer's content and information; (ii) Customer will immediately cease use of the Services; and (iii) any provision that, by its terms, is intended to survive the expiration or termination of this Agreement shall survive such expiration or termination. Further, Customer agrees that that SparkCX shall not be liable to Customer or any third party for any termination of Customer's account or access to the Services.

9.   INDEMNIFICATION

Customer shall indemnify and hold SparkCX and its affiliates, and each of their officers, directors, employees, agents, partners and licensors (collectively, "<u>SparkCX Parties</u>") harmless from and against all losses, damages, costs, liabilities, and expenses, including reasonable attorneys' fees, to extent resulting from or arising out of any third party claim, demand, or action due to (a) Data Customer provides to SparkCX; (b) Customer's violation of this Agreement, any law or regulation, or any rights (including intellectual property rights) of another party; (c) Customer's use of the Services, except as expressly permitted in this Agreement; or (d) a Third Party Integration.

10.   DISCLAIMER OF WARRANTIES

(a)   **Disclaimer.** CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND UNLESS EXPLICITLY STATED OTHERWISE HEREIN, SPARKCX PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

(b)   **No Implied Representations and Warranties.** UNLESS EXPLICITLY STATED OTHERWISE HEREIN, THE SPARKCX PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (i) THE SERVICES, INCLUDING ANY THIRD-PARTY INTEGRATIONS, WILL MEET CUSTOMER'S REQUIREMENTS; (ii) ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, OR ERROR-FREE; OR (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, CURRENT, OR COMPLETE.

(c)   **Accuracy.** Artificial intelligence and machine learning are rapidly evolving fields of study. SparkCX is constantly working to improve the Services to make it more accurate, reliable, safe, and beneficial. Given the probabilistic nature of machine learning, use of the Services may, in some situations, result in Output that does not accurately reflect real people, places, or facts. When Customer uses the Services, Customer understands and agrees: (i) Output may not always be accurate, and Customer should not rely on Output from the Services as a sole source of truth or factual information or as a substitute for professional advice; (ii) Customer must evaluate Output for accuracy and appropriateness for Customer's use case, including using human review as appropriate, before using or

sharing Output from the Services; (iii) Customer must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them; and (iv) the Services may provide incomplete, incorrect, or offensive Output that does not represent SparkCX's views. If Output references any third party products or services, it does not mean the third party endorses or is affiliated with SparkCX.

11. LIMITATION OF LIABILITY

(a) **Damage Waiver.** THE SPARKCX PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, GOODWILL, OR COST OF COVER, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE SPARKCX PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. EXCEPT AS SET FORTH IN SECTION 12(b), IN NO EVENT SHALL THE SPARKCX PARTIES' AGGREGATE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR CUSTOMER'S ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICES EXCEED THE AMOUNT PAID BY CUSTOMER TO SPARKCX FOR ACCESS TO THE SERVICES WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM(S) AROSE.

(b) **Liability Limit.** THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. BETA SERVICES

(a) **Beta Services Disclaimer.** AS FURTHER SET FORTH IN SECTION 10, ALL SPARKCX SERVICES LABELED ALPHA, BETA, PRE-RELEASE, TRIAL, PREVIEW OR SIMILARLY ("Beta Services") ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS, AND CUSTOMER'S USE OF SUCH BETA SERVICES IS AT ITS SOLE RISK AND SPARKCX DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS OF ANY KIND. SparkCX has no obligations in connection with or in the course of providing the Beta Services. Any expectations and estimates regarding Beta Services are based on factors currently known and actual events or results could differ materially. SparkCX does not assume any obligation to update any Beta Services. In addition, any information about SparkCX's roadmap outlines SparkCX's general product direction and is subject to change at any time without notice. It is for informational purposes only and shall not be incorporated into this Agreement or any contract or other commitment. SparkCX undertakes no obligation either to develop the features or functionality provided in the Beta Services, or to include any such feature or functionality in a future release of the Services. Customer expressly acknowledges that the Beta Services have not been fully tested and may contain defects or deficiencies which may not be corrected by SparkCX. The Beta Services may undergo significant changes prior to release of the corresponding generally available final version.

(b)   **Beta Services Liability Waiver.** NOTWITHSTANDING SECTION 11(b) WHERE LEGAL LIABILITY CANNOT BE EXCLUDED BUT MAY BE LIMITED, SPARKCX'S LIABILITY AND THAT OF ITS SUPPLIERS AND AUTHORIZED PARTNERS SHALL BE LIMITED TO THE SUM OF ONE HUNDRED DOLLARS ($100) FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THE BETA SERVICES.

13.   GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of Texas, without regard to conflict of laws principles. The parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement shall be brought only in a court of competent jurisdiction in Travis County, Texas. Each party hereby submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue, forum non-conveniens or any similar grounds with respect to any such action.

14.   LEGAL COMPLIANCE

Customer represents and warrants that Customer will comply with all applicable foreign, federal, state, and local laws, rules and regulations, including without limitation, U.S. export laws and import and use laws of the country where Licensed Material is delivered or used and Customer are not: (a) located in a country that is subject to a U.S. Government embargo, or designated by the U.S. Government as a "terrorist supporting" country; and (b) listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

15.   U.S. GOVERNMENT ENTITIES

This section applies to access to or use of the Services by a branch or agency of the United States government. The Services includes "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and qualifies as "commercial items" as defined in 48 C.F.R. 2.101. Such items are provided to the United States government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The United States government shall acquire only those rights set forth in this Agreement with respect to the such items, and any access to or use of the Services by the United States government constitutes: (i) agreement by the United States government that that such items are "commercial computer software" and "commercial computer software documentation" as defined in this section; and (ii) acceptance of the rights and obligations herein.

16.   GENERAL PROVISIONS

This Agreement and the Order Form constitute the entire agreement between Customer and SparkCX concerning Customer's access to and use of the Services and supersedes all prior and contemporaneous oral or written negotiations and agreements between Customer and SparkCX with respect to such subject matter. This Agreement may not be amended except in a writing executed by the parties. There shall be no third-party beneficiaries to this Agreement. For the purposes of this Agreement, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." Customer may not assign or delegate any right or obligation under this Agreement without the prior written consent of SparkCX. The failure of SparkCX to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. Any prevention of or delay in performance by SparkCX hereunder due to labor disputes, acts of god, failure of the Internet, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes

beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.