MASTER SERVICE AGREEMENT

Telecom Carrier Services

Agreement No. MSA-2025-TLC-00847

ARTICLE 1 — PARTIES

This Master Service Agreement ("Agreement") is entered into as of January 15, 2025 ("Effective Date") by and between:

Acme Global Holdings Inc., a Delaware corporation with principal offices at 200 Park Avenue, New York, NY 10166 ("Customer"); and

Meridian Fiber Networks LLC, a California limited liability company with principal offices at 1 Market Street, Suite 3600, San Francisco, CA 94105 ("Carrier").

Each individually a "Party" and collectively the "Parties".

ARTICLE 2 — DEFINITIONS

"Circuit" means a dedicated fiber-optic data transmission path provisioned by Carrier between two designated endpoints.

"Monthly Recurring Charge" or "MRC" means the monthly fee for each Circuit as specified in Exhibit A.

"Service Level Agreement" or "SLA" means the uptime and performance commitments described in Article 5.

"NovaStar Communications Group" is referenced as a potential assignee in Section 9.3 regarding assignment rights.

ARTICLE 3 — SERVICE DESCRIPTION

3.1 Circuit Identifiers

Carrier shall provision and maintain the following dedicated fiber-optic circuits for Customer:

(a) CIR-NYC-001 — New York Metro Ring, 10 Gbps, fully redundant path, 200 Park Ave to 60 Hudson St

(b) CIR-SFO-014 — San Francisco Bay Area, 10 Gbps, 1 Market St to 365 Main St

(c) CIR-LHR-007 — London Heathrow Corridor, 1 Gbps, Telehouse North to Equinix LD8

(d) CIR-TKY-022 — Tokyo Metro, 1 Gbps, Equinix TY2 to AT Tokyo CC1

(e) CIR-FRA-003 — Frankfurt Metro, 10 Gbps, Interxion FRA1 to DE-CIX

3.2 Service Activation

Carrier shall use commercially reasonable efforts to activate each Circuit within sixty (60) calendar days of the Effective Date. Customer shall provide reasonable access to its premises for installation purposes.

Upon activation of each Circuit, Carrier shall provide Customer with a Service Activation Notice confirming the circuit identifier, bandwidth, endpoints, and activation date.

ARTICLE 4 — PRICING AND PAYMENT

4.1 Monthly Recurring Charges

The Monthly Recurring Charge for each Circuit is as follows:

CIR-NYC-001: $4,850.00/month

CIR-SFO-014: $4,850.00/month

CIR-LHR-007: $7,200.00/month

CIR-TKY-022: $8,500.00/month

CIR-FRA-003: $5,100.00/month

Total MRC: $30,500.00/month. All charges are in United States Dollars (USD).

4.2 Non-Recurring Charges

Installation fee: $2,500.00 per Circuit (one-time). Cross-connect fees at carrier-neutral facilities shall be passed through at cost.

4.3 Payment Terms

Invoices are issued on the first business day of each calendar month and are due within thirty (30) days of the invoice date. Late payments shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

4.4 Taxes

All charges are exclusive of applicable taxes, surcharges, and regulatory fees. Customer shall be responsible for all such amounts except for taxes based on Carrier's net income.

ARTICLE 5 — SERVICE LEVEL AGREEMENT

5.1 Uptime Commitment

Carrier guarantees 99.95% network uptime per calendar month for each Circuit, measured from the Carrier demarcation point to the Carrier demarcation point ("Uptime SLA").

Uptime is calculated as: ((Total Minutes in Month - Downtime Minutes) / Total Minutes in Month) × 100.

5.2 SLA Credits

In the event that uptime for any Circuit falls below the Uptime SLA threshold:

99.90% – 99.94%: Credit equal to 10% of MRC for the affected Circuit

99.50% – 99.89%: Credit equal to 15% of MRC for the affected Circuit

Below 99.50%: Credit equal to 25% of MRC for the affected Circuit

SLA Credits shall not exceed 25% of the monthly MRC for the affected Circuit in any given month.

5.3 SLA Exclusions

The Uptime SLA shall not apply to outages caused by: (i) scheduled maintenance with at least 72 hours advance notice; (ii) Customer equipment failure; (iii) Force Majeure events; or (iv) Customer-requested changes.

5.4 Latency Guarantee

Carrier guarantees average round-trip latency of less than 85 milliseconds for domestic US Circuits and less than 150 milliseconds for international Circuits, measured monthly.

ARTICLE 6 — DISPUTE RESOLUTION

6.1 Billing Disputes

Any billing dispute must be submitted in writing within sixty (60) days of the invoice date ("Dispute Window"). The dispute notice must include: (i) the invoice number; (ii) the specific charges disputed; (iii) the basis for the dispute; and (iv) supporting documentation.

Failure to submit a billing dispute within the Dispute Window constitutes acceptance of the invoiced charges.

6.2 Service Disputes

Any dispute regarding service quality or SLA performance must be submitted within thirty (30) days of the service incident. Carrier shall respond to all service disputes within five (5) business days.

6.3 Escalation Procedure

Disputes not resolved at the operational level within fifteen (15) business days shall be escalated to senior management of both Parties. If senior management is unable to resolve the dispute within an additional thirty (30) days, either Party may initiate mediation or arbitration as described in Section 6.4.

6.4 Arbitration

Any dispute not resolved through the escalation procedure shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in New York, New York.

ARTICLE 7 — CONFIDENTIALITY

7.1 Confidential Information

Each Party acknowledges that during the performance of this Agreement, it may receive or have access to confidential and proprietary information of the other Party ("Confidential Information"). Confidential Information includes, without limitation, pricing terms, network architecture, customer lists, business plans, and technical specifications.

7.2 Obligations

Each Party agrees to: (i) hold Confidential Information in strict confidence; (ii) not disclose Confidential Information to any third party without prior written consent; (iii) use Confidential Information solely for the purpose of performing its obligations under this Agreement; and (iv) protect Confidential Information with at least the same degree of care it uses to protect its own confidential information.

7.3 Duration

The obligations of confidentiality shall survive for a period of three (3) years following the termination or expiration of this Agreement.

ARTICLE 8 — INTELLECTUAL PROPERTY

Each Party retains all right, title, and interest in its pre-existing intellectual property. Neither Party grants the other any rights to its intellectual property except as expressly set forth in this Agreement.

ARTICLE 9 — INDEMNIFICATION AND LIABILITY

9.1 Carrier Indemnification

Carrier shall indemnify, defend, and hold harmless Customer from and against any third-party claims arising from: (i) Carrier's negligence or willful misconduct; (ii) Carrier's breach of this Agreement; or (iii) any claim that the Services infringe any third-party intellectual property right.

9.2 Limitation of Liability

EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND BREACHES OF CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY.

The total aggregate liability of either Party under this Agreement shall not exceed the total fees paid or payable under this Agreement during the twelve (12) month period preceding the event giving rise to the claim.

9.3 Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets. NovaStar Communications Group has been pre-approved as a potential assignee for Carrier.

ARTICLE 10 — TERM AND TERMINATION

10.1 Initial Term

This Agreement shall commence on the Effective Date and continue for an initial term of thirty-six (36) months ("Initial Term").

10.2 Renewal

Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods ("Renewal Term") unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

10.3 Termination for Convenience

Either Party may terminate this Agreement upon ninety (90) days prior written notice to the other Party ("Termination Window"). Customer shall pay all outstanding invoices and any applicable early termination fees as specified in Exhibit B.

10.4 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party: (i) materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof; (ii) becomes insolvent; or (iii) files for or is subject to bankruptcy proceedings.

10.5 Effect of Termination

Upon termination, Carrier shall provide reasonable assistance to Customer in transitioning services to an alternative provider. Such transition assistance shall be provided for a period not to exceed sixty (60) days at Carrier's then-current rates.

ARTICLE 11 — GENERAL PROVISIONS

11.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

11.2 Force Majeure

Neither Party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, or strikes ("Force Majeure"). The affected Party shall notify the other Party within forty-eight (48) hours of the Force Majeure event.

11.3 Notices

All notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or nationally recognized overnight courier to the addresses set forth on the signature page.

11.4 Entire Agreement

This Agreement, including all Exhibits and Schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements, whether written or oral.

11.5 Amendments

No amendment or modification of this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

11.6 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

EXHIBIT A — SERVICE ORDER

Circuit ID | Bandwidth | Route | MRC

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