

Wispr AI, Inc.
Master Services Agreement

This Master Services Agreement (“**MSA**”) is effective as of the last signature below (“**Effective Date**”), and entered into by and between Wispr AI, Inc. (“**Wispr**”) and the customer listed in the signature block below (“**Customer**”, “**you**” or “**your**”) (together, the “**Parties**”). This MSA governs the provision of Wispr’s hardware and software, including Wispr Flow, to help users improve their interactions with digital devices (collectively, “**Services**”), as further detailed in the applicable Order Form.

1. Definitions.

(a) “**Authorized Users**” means Customer’s employees, consultants, contractors, and agents who have been authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this MSA, and for whom access to the Services has been purchased hereunder.

(b) “**Customer Input**” means information, data, and other content that an Authorized User submits or inputs into the Services in order to be processed by the Services, including prompts used to instruct the Services.

(c) “**Customer Output**” means the output generated and returned by the Services to Authorized Users in response to the Customer Input.

(d) “**Customer Training Data**” means information, data or other content that is provided by or on behalf of Customer to Wispr for fine tuning the machine learning models underlying the Services.

(e) “**Customer IP**” means, collectively, Customer Inputs, Customer Outputs, and Customer Training Data.

(f) “**Documentation**” means Wispr’s user manuals and guides relating to the Services that Wispr makes available to Customer.

(g) “**Wispr IP**” means the Services, the Documentation, and any and all intellectual property related thereto, including the platform, and the underlying machine learning models, algorithms, source code, training data and datasets (other than Customer Training Data), and any modifications, changes, or derivative works to or based on any of the foregoing (including changes to the Services in the course of model fine-tuning). For the avoidance of doubt, Wispr IP does not include Customer IP.

2. Access and Use.

(a) Provision of Access. Subject to Customer's full compliance with all terms and conditions of this MSA, Wispr hereby grants Customer a revocable, worldwide, non-exclusive, non-transferable, non-sublicensable license to access and use the Services and Documentation during the Order Term solely for your internal business operations by Authorized Users in accordance with the terms herein. Wispr may in its sole discretion modify, enhance or otherwise change the Services, provided that such changes do not materially limit or adversely affect the Services provided to Customer hereunder.

(b) Use Restrictions. Unless expressly permitted elsewhere in this MSA or any applicable Order Form, Customer and its Authorized Users shall not, directly or indirectly: (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to or attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, Documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) copy, modify, translate, or create derivative works of the Services or Software, in whole or in part; (iii) use or access the Services or Software for timesharing or service bureau purposes or for any purpose other than for the internal benefit of Customer as set forth in this MSA; (iv) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Software; (v) remove any product identification, proprietary, copyright or other notices from the Services or Software; (vi) use the Services or any Customer Output to develop or train a language model or any other machine learning model, or related products or services (whether competitive with the Services or not), or engage in model extraction or stealing attacks; (vii) use or permit the use of any tools in order to probe, scan or attempt to penetrate the Services; (viii) create or provide to any third party the results of any benchmark tests or other evaluation of the Services without Wispr's prior written consent; (ix) use unauthorized third-party programs (such as "crawlers" or "spiders") to harvest, scrape, or extract data from the Services; (x) intentionally or knowingly use or otherwise cause the Services to generate or develop infringing or illegal content; (xi) use the Services or Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable laws or regulations (including but not limited to any privacy laws, and laws or regulations concerning intellectual property, consumer and child protection, obscenity or defamation); or (xii) permit any third party to do any of the foregoing. Customer will use reasonable efforts to prevent any unauthorized use of the Services or the Software, and will promptly notify Wispr of any unauthorized use that comes to Customer's attention and provide all reasonable cooperation to prevent and terminate such use.

(c) Beta Services. From time to time, Wispr may make Beta Services available to Customer at significantly reduced rates or at no charge. Customer may choose to use or not use such Beta Services in Customer's sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not fully supported and may be subject to additional terms that may be presented to Customer. Beta Services are provided on an "as-is" and "as available" basis without any warranty, support, maintenance, or storage of any kind. Wispr may discontinue Beta Services at any time in its sole discretion and may never make them generally available. "**Beta Services**" means a product, service or functionality provided by Wispr that may be made available to Customer for testing at Customer's option at reduced rates or at no additional charge. Beta Services shall be clearly designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description. Beta Services may be considered Confidential Information of Wispr, if so denoted or communicated by Wispr to Customer. Customer will not disclose any information about, involving or regarding Beta Services (including the existence of), except as agreed by Wispr in writing.

(d) Add-On Features. Customer may purchase additional products, services or features that are not individually essential for the functioning of the Services, but that Wispr makes available to Customers for enhanced capabilities on a supplemental basis ("**Add-Ons**"). Add-Ons may be specified in an initial Order Form, added during the Order Term via direct Customer implementation through modules or configurations made available through the Services, or added via supplemental Order Form(s). Add-Ons, whether included in the initial Order Form or added later, are deemed part of the Services and governed by the terms of this Agreement, except as otherwise specified below. Add-On features are priced in accordance with the terms set forth in the Order Form.

3. Service Levels; Support. Subject to the terms and conditions of this MSA, Wispr will provide uptime, support and maintenance for the Services as set forth in the Order Form and in accordance with Wispr's Service Level Agreement, attached hereto as Exhibit A.

4. Intellectual Property Rights and Data.

(a) Wispr IP. As between the Parties, Wispr retains all right, title and interest in and to the Wispr IP, except for the limited license granted to Customer to access and use the Services in Section 2(a).

(b) Customer IP and Model Training. As between the Parties, Customer retains all right, title and interest in and to the Customer IP. Customer grants Wispr a nonexclusive, worldwide, royalty-free, sublicensable license to use, copy, reproduce, distribute, and make derivative works of Customer IP for the purpose of providing the Services to Customer and perform under this MSA. For the avoidance of doubt, Wispr will not share, disclose or use Customer IP with any

third-party except as necessary to provide and improve the Services for you, and in line with the “privacy mode” restrictions set forth in Section 4(f) below.

(c) Usage Data. Wispr may collect, retain and use during and after the term of this MSA, usage data that is derived from the operation of the Services, including patterns identified through the use of the Services and data regarding the performance of the Services (“**Usage Data**”), which such Usage Data will not contain Customer IP. Wispr is free to use Usage Data for any lawful purpose, including to develop and improve the Services.

(d) Data Protection. Wispr will maintain commercially reasonable administrative, physical and technical safeguards for the Services, as described in the Wispr Data Processing Addendum, to protect against the accidental or unauthorized access, use, alteration or disclosure of Customer IP properly uploaded to the Services and processed or stored on a computer and/or computer network owned or controlled by Wispr in connection with the Services. If, at any time, Wispr fails to comply with this Section, Customer may promptly notify Wispr in writing of any such noncompliance. Wispr will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance.

(e) Reservation of Rights. Except for the limited rights and licenses expressly granted under this MSA, nothing in this MSA grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Wispr IP.

(f) Privacy Mode. As a “Flow Enterprise” account, Customer’s admin dashboard includes a toggle that enforces “privacy mode” for all end users within the organization. In “Flow Enterprise” accounts, this privacy mode toggle is set to “on” by default. When the Service operates in “Privacy Mode” none of the end user’s Dictation Data (i.e. audio, transcript, edits) is stored or used for model training by Wispr or any third party (i.e., zero data retention). Flow may still collect usage statistics such as the number of words dictated by the end user from end users operating in privacy mode. If Customer turns off the enforcement of privacy mode on its organization’s end users, and users within that organization choose to turn off privacy mode in their individual account settings, then data related to their user of the Services may be used for model training. Any end user who is not a part of Customer’s organization will select their privacy preference during onboarding.

5. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Customer Outputs, including all acts and omissions of Authorized Users. Customer shall make all

Authorized Users aware of this MSA's provisions as applicable to such Authorized Users' use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) Customer IP. Customer is solely responsible for the accuracy, completeness, quality and legality of the Customer Training Data and Customer Inputs (including complying with all applicable laws, rules or regulations). Wispr is not responsible for verifying the accuracy or completeness of any Customer IP and is also not responsible for any inaccuracies or other errors in the Customer Outputs resulting from any errors in the Customer Inputs or Customer Training Data. Additionally, you acknowledge and agree that due to the nature of generative AI models, Customer Outputs may not be unique, and Customer Outputs that the Services generate based on materials submitted by third parties ("**Third-Party Outputs**") may be similar or identical to Customer Outputs that the Services generate based on your Customer Inputs. You acknowledge that Third-Party Outputs are not your Customer Outputs and that you have no right, title, or interest in or to any Third-Party Outputs.

(c) Third Party Services. Customer acknowledges and agrees that the Services operates on or with or using application programming interfaces ("**APIs**") and/or other services operated or provided by third parties ("**Third Party Services**"). Wispr will clearly indicate such content or features as Third Party Services via prominent notices or descriptions in the Services. Wispr is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Wispr does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

(d) Subprocessors. Wispr's data subprocessors are listed in the Wispr Data Processing Addendum. At this time, Wispr may use OpenAI or Anthropic as Third-Party Services to generate Outputs. These providers do not use your data to train their models as Wispr has agreements in place with third-party generative AI providers to ensure no data is stored or used for model training (i.e., zero data retention)

6. Fees and Payment.

(a) Fees. Customer shall pay Wispr the fees ("**Fees**") as set forth in the Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars, Net 30 following the receipt of an invoice from Wispr or as otherwise indicated in the Order Form. If Customer fails to make any payment when due, without limiting Wispr's other rights and remedies: (i)

Wispr may charge interest on the past due amount at the rate of 1.0% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) if such failure continues for thirty (30) days or more, Wispr may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this MSA are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Wispr's income.

(c) Payment Processing. Unless otherwise indicated, our current Payment Processor is [Stripe](#), and your payments are processed by Stripe in accordance with Stripe's terms of service and privacy policy.

7. Confidential Information; Feedback.

(a) Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees or consultants who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this MSA, including to make required court filings. On the expiration or termination of the MSA, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's confidentiality obligations with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential

Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this MSA for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Wispr suggesting or recommending changes to the Wispr IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Wispr is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

8. Warranties and Disclaimers.

(a) Mutual. Each Party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of the state of its organization; (ii) it has full power and authority to enter into this MSA, to carry out its obligations under this MSA, and to grant the rights granted to the other Party herein; (iii) the execution of this MSA by such party, and the performance by such party of its obligations and duties hereunder do not and will not violate any other agreement to which such party is a party or by which it is otherwise bound; and (iv) it and its performance hereunder will comply with all applicable laws and regulations.

(b) Wispr. Wispr warrants that (i) it will not knowingly include in the Services any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data, (ii) the Services do not infringe or misappropriate the intellectual property rights of any third party; and (iii) it will provide the support and professional services under this MSA in a professional and workmanlike manner.

(c) Disclaimers. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8, THE WISPR IP IS PROVIDED "AS IS" AND WISPR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. Wispr SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8, WISPR MAKES NO WARRANTY OF ANY KIND THAT THE WISPR IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE,

SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ADDITIONALLY, WISPR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY CUSTOMER OUTPUTS. YOU SHOULD NOT RELY ON ANY CUSTOMER OUTPUTS WITHOUT INDEPENDENTLY CONFIRMING THEIR ACCURACY. CUSTOMER OUTPUTS MAY CONTAIN MATERIAL INACCURACIES EVEN IF THEY APPEAR ACCURATE BECAUSE OF THEIR LEVEL OF DETAIL OR SPECIFICITY. YOU ACKNOWLEDGE THAT THE SERVICES AND ANY CUSTOMER OUTPUTS MAY NOT REFLECT CORRECT, CURRENT, OR COMPLETE INFORMATION.

9. Indemnification.

(a) Wispr Indemnification. Wispr shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services infringes or misappropriates such third party's intellectual property, provided that Customer promptly notifies Wispr in writing of the claim, cooperates with Wispr, and allows Wispr sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit Wispr, at Wispr's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Wispr determines that neither alternative is reasonably available, Wispr may terminate this MSA, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 9(a) will not apply with respect to portions or components of the Services (A) not created by Wispr, including but not limited to Customer IP or Third-Party Products, (B) that are modified by anyone other than Wispr where the alleged infringement relates to such modification, (C) combined with other products, processes or materials where the alleged infringement relates to such combination, (D) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (E) where Customer's use thereof is not strictly in accordance with this MSA and all related documentation.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Wispr's option, defend Wispr from and against any Losses resulting from any Third-Party Claim that the Customer Inputs or Customer Training Data infringes or misappropriates such third party's intellectual property rights, or any Claims excluded from indemnity obligation in Section 9(a) above, or otherwise from Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by this MSA, provided that Customer may not settle any Third-Party Claim against Wispr unless Wispr consents to such settlement, and further

provided that Wispr will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND WISPR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability.

(a) Indirect Liabilities. IN NO EVENT WILL WISPR BE LIABLE UNDER OR IN CONNECTION WITH THIS MSA UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER WISPR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(b) Direct Liability. IN NO EVENT WILL WISPR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MSA UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO WISPR UNDER THIS MSA IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR ONE MILLION U.S. DOLLARS (\$1,000,000), WHICHEVER IS LESS.

(c) Exclusions. THE FOREGOING LIMITATIONS IN THIS SECTION 10 SHALL NOT LIMIT WISPR'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 9(A) OR DAMAGES ARISING OUT OF WISPR'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7.

11. Term and Termination.

(a) Term. The Term of this MSA is set forth in the Order Form.

(b) Termination. In addition to any other express termination right set forth in this MSA: (i) either Party may terminate this MSA, effective on written notice to the other Party, if the other Party materially breaches this MSA, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or (ii) either Party may terminate this MSA, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this MSA, Customer shall immediately discontinue use of the Wispr IP and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of the Wispr IP and certify in writing to Wispr that the Wispr IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Survival. This Section 11(d) and Sections 1, 6, 7, 8(c), 9, 10, 12, and 14 survive any termination or expiration of this MSA. No other provisions of this MSA survive the expiration or earlier termination of this MSA.

12. Data Privacy and Security. You agree that Wispr shall process data on your behalf as necessary to provide you with the Services, in accordance with our privacy policy, available at <https://wispr.ai/privacy-policy>, and, where applicable, the Wispr Data Processing Addendum.

13. Trademark License. Customer agrees to allow Wispr to refer to Customer as a customer of Wispr and/or user of the Services. Wispr may use Customer's name, trademark and logo ("**Customer Marks**") on sales and marketing collateral in any form or media including on its website and social media channels. Wispr shall not acquire any rights, title, or interests in or to the Customer Marks and all use of the Customer Marks by Wispr will be for the benefit of Customer. Wispr may also develop case studies based on Customer's data and results from Customer's use of the Services; provided that in no event will Wispr identify Customer as the source of the data or results.

14. Miscellaneous.

(a) Entire Agreement. This MSA, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this MSA and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this MSA, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this MSA, excluding its Exhibits; (ii) second, the Exhibits to this MSA as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this MSA (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this MSA, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this MSA, for any failure or delay in performing its obligations under this MSA (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this MSA is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this MSA, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this MSA will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this MSA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or

provision of this MSA or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this MSA so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This MSA is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this MSA or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city of San Francisco, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, except that either Party may assign this MSA without consent of the other Party to its successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this MSA relate. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This MSA is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

(i) US Government Rights. Each of the Documentation and the software components that constitute the Services is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software

documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 or, in the case of Customer, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(k) Counterparts. This MSA may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[Signatures Follow]

**Agreed and Accepted:
WISPR AI, INC.**

CUSTOMER:

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A

Wispr AI, Inc. Service Level Agreement

Summary:

As further described below, Wispr will use commercially reasonable efforts to: (i) provide Customer with 99.9% availability to the Service (the “**Service Availability**”); and (ii) provide standard support to Customer.

Availability:

If the Service becomes substantially unavailable to Customer due to defects with the Service, Wispr will respond to Customer (i) within eight (8) hours from Customer’s notification to Wispr of such unavailability, if during normal business hours (Monday-Friday, 8:00am – 6:00pm Pacific), or (ii) within eight (8) hours of the start of the next business day, if outside of normal business hours. The Service Availability will be measured on a monthly basis, with all hours weighted equally, but the Service Availability measurement will exclude reasonable scheduled downtime for system maintenance as well as any downtime or performance issues resulting from third party connections, services or utilities or other reason beyond Wispr’s control (including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Wispr employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Wispr’s possession or reasonable control, and denial of service attacks).

If the Service is unavailable to Customer due to defects with the Service beyond the Service Availability metric, then, as Customer’s sole and exclusive remedy (and Wispr’s sole liability), Wispr will provide Customer a credit for the subsequent Service billing cycle as follows:

Availability	Credit
97.5% – 99.8%	5%
95% - 97.5%	10%
< 95%	20%

In order to receive downtime credit, Customer must notify Wispr support within seventy-two (72) hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. All credits provided hereunder are nonrefundable. If Customer elects

not to renew the Agreement, such that the above credit cannot be applied, Customer will have the option to receive up to one free month of Service as its sole remedy in lieu of such credit.

Support:

Wispr will provide support to customer in accordance with the service level indicated in the applicable Order Form. Any other support services are outside of the scope of this policy and must be separately agreed in writing by Customer and Wispr. Customer may designate up to three (3) support contacts ("**Designated Support Contacts**"), and all support requests must come through the Designated Support Contacts. Customer may update the Designated Support Contacts by providing notice to Wispr.