MASTER SERVICE AGREEMENT

This Master Service Agreement (this "**Agreement**") is between Wispr AI, Inc., a Delaware corporation ("**Wispr**"), and Customer and governs Customer's use of the Service (each as defined below).

"**Customer**" means a person or entity that accepts and agrees to the terms of this Agreement as of the earlier date on which such person or entity either clicks a box indicating acceptance of this Agreement or uses the Service.

Wispr reserves the right to modify or update this Agreement in its sole discretion. The effective date of such updates and/or modifications will be the earlier of: (i) 30 days from the date of such update or modification; or (ii) Customer's continued use of the Service.

IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICE. THE SERVICE IS INTENDED FOR THE CUSTOMER AND ITS AUTHORIZED USERS ONLY AND IS NOT FOR USE BY CHILDREN UNDER 13 YEARS OF AGE. IF AN INDIVIDUAL IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, SUCH PERSON REPRESENTS AND WARRANTS THAT IT HAS THE LEGAL AUTHORITY TO BIND SUCH LEGAL ENTITY TO THIS AGREEMENT AND THIS AGREEMENT APPLIES TO SUCH ENTITY, WHICH IS DEEMED CUSTOMER.

If Customer and Wispr have executed a written agreement governing Customer's access to and use of the Service as a Wispr customer, then the terms of such signed agreement will govern and will supersede this Agreement.

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

"**Affiliate**" means, with respect to an entity, any entity or person which directly or indirectly controls, is controlled by, or is under common control with that entity.

"**Beta Features**" means Service features, functionality or services that Wispr makes available to Customer to try at no additional cost and are designated as beta, trial, non-production or another similar designation.

"**Connected Services**" means third-party services that Customer or a User connects to the Service or interacts with via the Service.

"**Customer Data**" means (i) User authentication information, such as name and email address, (ii) any data transmitted to Wispr for processing via the Service, (iii) any data received by Wispr from Connected Services as a result of Customer's use of the Service, and (iv) Output.

"**Documentation**" means the written or online documentation regarding the Service made available at https://docs.wisprflow.ai.

"**DPA**" means the Data Processing Addendum at https://wisprflow.ai/legal/dpa.

"**Order Form**" means a mutually executed order form or other mutually agreed upon ordering document which references this Agreement and sets forth the applicable Services to be provided by Wispr.

"**Output**" means text and other content generated for Customer by the Service in response to the processing of Customer Data.

"**Service**" means Wispr's proprietary voice-to-text software-as-a-service platform as described in the Documentation and Order Forms, and the Software.

"**Service Level Agreement**" means the Service Level Agreement attached as Exhibit A.

"**Software**" means software applications that Wispr makes available for Customer to download and use with the Service.

"**Subscription**" has the meaning ascribed to it in Section 2.1.

"**Subscription Term**" means the length of the Subscription set forth on the applicable Order Form.

"**Support**" means the technical support services set forth on Exhibit B.

"**Usage Data**" means metrics, telemetry, and statistical and performance-related information regarding Customer's use of the Service that excludes any Customer Data and Customer Confidential Information, and does not identify Customer or any individual.

"**Users**" means individuals or entities that are authorized by Customer to use the Service.

2. ACCESS TO AND USE OF SERVICE

2.1 Right to Access and Use Service. Subject to the terms of this Agreement, Wispr grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Subscription Term to use the Service described in the applicable Order Form for up to the number of Users or other metrics identified on the Order Form, and to install the Software on equipment owned or operated by or on behalf of Customer (the "**Subscription**").

2.2 Users. Customer is responsible for Users' compliance with this Agreement. Customer will use reasonable efforts to prevent unauthorized use of the Service, and will promptly notify Wispr of any unauthorized use that comes to Customer's attention and provide reasonable cooperation to terminate such use.

2.3 Prohibited Uses. Customer will not: (i) copy, modify or create any derivative work of any portion of the Service or Documentation; (ii) reverse engineer, decompile, decode, or disassemble or otherwise attempt to derive or gain improper access to any software component of the Service; (iii) frame, mirror, sell, resell, market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan any portion of the Service, or otherwise allow any third party to use the Service for its own benefit; (iv) use the Service in a manner that infringes, misappropriates, or otherwise violates intellectual property or other rights, or applicable laws or regulations; (v) use the Service or any Output to develop or train any artificial intelligence or machine learning model or engage in model extraction, model distillation, or model stealing; (vi) interfere with or impose an unreasonable burden on the Service; (vii) access or search the Service through unauthorized means such as bots, scrapers, spiders; (viii) attempt to bypass or circumvent any security measures, access controls, or usage limits of the Service; or (ix) transmit viruses, trojan horses, worms, or other harmful or disruptive components to the Service (each of the foregoing, a "**Prohibited Use**").

2.4 Beta Features. Beta Features are provided "AS IS." Wispr has no obligation to provide Support for Beta Features, no Service Level Agreement or indemnity apply to them, and Wispr may change, suspend, or terminate them at any time without liability to Customer. Beta Features are Wispr's Confidential Information. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WISPR IS NOT LIABLE FOR LOSS OF DATA OR FUNCTIONALITY THAT MAY RESULT FROM USE OF BETA FEATURES AND EXPRESSLY DISCLAIMS ALL WARRANTIES, LIABILITY, AND COMMITMENTS OF ANY KIND WITH RESPECT TO THEM.

3. WISPR OBLIGATIONS

3.1 General. Wispr is responsible for providing the Service in conformance with this Agreement, the Order Form(s), and applicable Documentation.

3.2 Availability. Wispr will use its best efforts to ensure that the Service is available in accordance with the terms of the Service Level Agreement, which sets forth Customer's remedies for any interruptions in the availability of the Service.

3.3 Support. If Customer experiences any errors, bugs, or other issues in its use of the Service, then Wispr will provide Support in order to resolve the issue or provide a suitable workaround.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and continue for so long as Customer maintains any active Subscription (the "**Term**").

4.2 Termination for Cause. Either party may terminate this Agreement or any active Subscription for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3 Effect of Termination. If Customer terminates this Agreement or any active Subscription in accordance with Section 4.2, then Customer will be entitled to a refund equal to the pro rata portion of any prepaid fees allocable to the remaining Subscription Term. If Wispr terminates this Agreement or any active Subscription in accordance with Section 4.2, then Customer will not be entitled to a refund.

4.4 Suspension. Wispr may suspend Customer's access the Service if: (I) Customer has had an outstanding, undisputed balance for more than 60 days; or (ii) Wispr knows or reasonably suspects Customer is in breach of this Agreement or is using the Service in a manner that poses a material harm other Wispr customers or the security, availability, or integrity of the Service. Wispr will use reasonable efforts to notify Customer before any such suspension when practicable. The foregoing suspension right is without prejudice to any other rights or remedies Wispr may have under this Agreement.

4.5 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 6; 8; 11; 12 and 14.

5. FEES AND PAYMENT

5.1 Fees. Customer will pay the fees for the Subscription that are set forth in the applicable Order Form, in accordance with the Order Form's payment terms.

5.2 Overdue Charges. If any properly invoiced amount is not received by Wispr by its due date, then those amounts may accrue late payment interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.3 Taxes. The fees payable hereunder are exclusive of any sales taxes (unless included on the invoice), or similar governmental sales tax type assessments, excluding any income or franchise taxes on Wispr (collectively, "**Taxes**") with respect to the Service provided to Customer. Customer is solely responsible for paying all Taxes associated with or arising from this Agreement unless Customer provides Wispr with a valid tax exemption certificate.

5.4 Payment Processing. Payments made through the Service are processed by Stripe, Inc. or its affiliate (**'Stripe'**), a third-party payment processor. Wispr is not a party to, and assumes no liability

for, any payment processing services provided by Stripe. Customer's use of such services is subject to the applicable terms available at https://stripe.com/legal.

6. CONFIDENTIALITY

6.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Wispr's Confidential Information includes the Service and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is (i) already known by the Receiving Party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6.2 Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations or exercise rights expressly granted to it under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by any of its Representatives.

6.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

7. DATA PROTECTION

7.1 Customer Data. Customer grants Wispr a limited license to use Customer Data to provide and maintain the Service as set forth in this Agreement and to gather Usage Data.

7.2 DPA. Wispr will process all Customer Data for the purposes set forth in this Agreement and in accordance with the DPA.

7.3 Security. Wispr will maintain industry-standard physical, technical, and administrative safeguards in order to protect Customer Data, in accordance with Annex II of the DPA.

7.4 Artificial Intelligence. Wispr will not use Customer Data to train any artificial intelligence models unless Customer or an Authorized User configures the Service to share Customer Data for model improvement (such data, "**Shared Data**").

7.5 Data Deletion. Wispr will delete Customer Data within 90 days of Customer's written request, or automatically within 90 days of Agreement's termination, except that automatic deletion does not apply to Shared Data.

8. OWNERSHIP

8.1 Wispr Property. Wispr owns and retains all right, title, and interest in and to the Service (including all modifications, updates, upgrades, and derivative works thereof) and Usage Data. Except for the limited license granted to Customer in Section 2.1, Wispr does not by means of this Agreement or otherwise transfer any rights in the Service to Customer (including any derivative works thereof). Customer will take no action inconsistent with Wispr's intellectual property rights in the Service.

8.2 Feedback. If Customer provides feedback to Wispr regarding the Service, Wispr may freely use and exploit it without any obligation to Customer. Feedback is provided "AS IS" with no warranty.

8.3 Customer Property. As between the parties, Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means this Agreement or otherwise transfer any rights in the Customer Data to Wispr, except for the limited license set forth in Section 7.1. Wispr hereby assigns to Customer all of Wispr's right, title, and interest, if any, in and to the Output. Customer acknowledges that due to the nature of the Service, Output may not be unique, and the Service may generate the same or similar output for other users. The foregoing assignment does not extend to other Service users' output.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations and Warranties. Each party represents and warrants it has validly entered into this Agreement and has the legal power to do so.

9.2 Wispr Representations and Warranties. Wispr represents and warrants that (i) the Service will conform with the Documentation; (ii) it will provide Support in a professional and workmanlike manner; and (iii) it will comply with all laws that are applicable to its operation of the Service.

9.3 Customer Representations and Warranties. Customer represents and warrants that (i) it has all rights and permissions necessary to grant the licenses in Section 7.1; (ii) it will comply with all laws that are applicable to its use of the Service; (iii) it has obtained all rights necessary to access and interact with Connected Services via the Service; and (iv) it has provided all necessary notices, and obtained all necessary rights, permissions, and consents relating to the recording, monitoring, transcription, or other processing of communications in connection with its use of the Service.

9.4 Disclaimer. WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN SECTION 9.2, THE SERVICE IS PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. WISPR AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES, NON-INFRINGEMENT, AND ANY WARRANTIES REGARDING OUTPUT. WISPR DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, WILL PERFORM UNINTERRUPTED, OR WILL MEET CUSTOMER'S REQUIREMENTS. WISPR HAS NO RESPONSIBILITY FOR ANY ASPECT OF CONNECTED SERVICES, INCLUDING COMPATIBILITY ISSUES, ERRORS, OR BUGS, AND DOES NOT GUARANTEE THEIR AVAILABILITY. ANY EXCHANGE OF DATA OR OTHER INTERACTION BETWEEN CUSTOMER AND A CONNECTED SERVICE VIA THE SERVICE IS GOVERNED BY THE PROVIDER'S TERMS AND NOT THIS AGREEMENT.

10. INSURANCE

10.1 Wispr will maintain in full force and effect during the term of this Agreement:

(a) Commercial general liability insurance on an occurrence basis for bodily injury, death, property damage, and personal injury, with coverage limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and

property damage;

(b) Umbrella liability insurance on an occurrence form, for limits of not less than $2,000,000 per occurrence and in the aggregate; and

(c) Cyber liability insurance on an occurrence or claims-made form, for limits of not less than $5,000,000 annual aggregate covering liabilities for financial loss resulting or arising from acts, errors or omissions in the rendering of the Service, or from data damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, virus transmission, denial of service, and violation of privacy from network security failures in connection with the Service.

10.2 Insurance carriers will be rated A-VII or better by A.M. Best Provider. Wispr's coverage will be considered primary without right of contribution of Customer's insurance policies.

11. INDEMNIFICATION

11.1 Wispr will defend Customer, and its Affiliates, including each of the foregoing's officers, directors, employees and agents (collectively, "**Customer Indemnified Parties**"), from any third-party claim, demand, dispute, suit or proceeding, and Wispr will indemnify Customer Indemnified Parties from and against any related losses, liabilities, damages, costs or expenses (including, without limitation, attorneys' fees), finally awarded against the Customer Indemnified Parties to such third party, by a court of competent jurisdiction or agreed to in settlement, alleging that the Service infringes or misappropriates any patent, trademark or copyright of such third party.

If Wispr becomes, or in Wispr's opinion is likely to become, the subject of an infringement or misappropriation claim, Wispr may, at its option and expense: (i) procure for Customer the right to continue using the Service; (ii) replace the Service (including any component part) with a non-infringing substitute that does not materially reduce its functionality; or (iii) modify the Service so that it becomes non-infringing. If none of the foregoing alternatives are available, then Wispr may, without any additional liability to Customer, terminate this Agreement upon notice to Customer and provide a refund equal to the pro rata portion of any prepaid fees allocable to the remaining Subscription Term.

Wispr will not be obligated to defend or be liable for costs or damages under this Section 11.1 to the extent the infringement or misappropriation is attributable to (x) any unauthorized use, reproduction, or distribution of the Service or Wispr's intellectual property rights by the Customer Indemnified Parties which is the subject of the claim; or (y) any unauthorized combination of, or modification to, the Service or Wispr's intellectual property rights, other than as expressly approved by Wispr that causes the underlying claim where such claim would have not occurred but for such unauthorized act. This Section 11.1 sets forth Wispr's sole and exclusive obligations, and Customer's sole and exclusive remedies, for any claim of infringement or misappropriation of third-party intellectual property rights.

11.2 By Customer. Customer will defend Wispr, and its Affiliates, including each of the foregoing's officers, directors, employees and agents (collectively, "**Wispr Indemnified Parties**"), from any third-party claim, demand, dispute, suit or proceeding, and Customer will indemnify the Wispr Indemnified Parties from and against any related losses, liabilities, damages, costs or expenses (including, without limitation, attorneys' fees), finally awarded against the Wispr Indemnified Parties to such third party, by a court of competent jurisdiction or agreed to in settlement, related to: (a) Customer or a User engaging in a Prohibited Use; or (b) Customer's breach of Section 9.3.

11.3 Indemnification Process. The indemnified parties will: (a) give the indemnifying party prompt written notice of any claim, action or demand for which indemnity is claimed; (b) give the indemnifying party sole control over the defense and settlement of the claim, provided that the indemnifying party will not settle any claim that involves the payment of money or acknowledgement of wrongdoing on the part of the indemnified parties without indemnified parties' prior written approval such

approval not to be unreasonably withheld, conditioned or delayed; and (c) provide the indemnifying party with reasonable cooperation, at the indemnified parties' expense, in connection with the defense and settlement of the claim.

12. LIMITATIONS OF LIABILITY

12.1 NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, THAT MAY ARISE OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, SERVICE LIABILITY OR OTHERWISE.

12.2 EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO WISPR FOR USE OF THE SERVICE DURING THE PRIOR 12 MONTHS UNDER THIS AGREEMENT ("**FEES PAID**"). THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES.

12.3 "**Excluded Claims**" means any claim and/or liability associated with any breach by Wispr of Section 7 or the DPA. Wispr's total, cumulative liability for all Excluded Claims will not exceed two times the amount of Fees Paid.

12.4 "**Uncapped Claims**" means any claim or liability associated with: (a) either party's breach of confidentiality (but not relating to any liability associated with Wispr's security obligations with respect to Customer Data which remains subject to the Excluded Claims cap); (b) either party's respective obligations under Section 11; or (c) any liability of a party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct.

13. PUBLICITY

Customer hereby grants to Wispr a limited, non-exclusive, non-transferable, royalty-free license to use Customer's name and logo on Wispr's website and sales materials in compliance with Customer's brand guidelines, for the purpose of identifying Customer as a customer.

14. MISCELLANEOUS

This Agreement is the entire agreement between Customer and Wispr and supersedes all prior agreements and understandings concerning the subject matter hereof. Customer and Wispr are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Wispr. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to conflicts of law rules. For any dispute relating to this Agreement, the parties consent to the personal jurisdiction and the exclusive venue of the courts in San Francisco, California, U.S.A. Any notice provided by one party to the other under this Agreement will be in writing and sent by overnight courier or certified mail (receipt requested) to the address above with a copy, in the case of notice to Wispr, to legal@wispr.ai. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of

all or substantially all of its assets. To the extent there is an inconsistency between the terms of the Agreement, an Order Form and/or the DPA, such documents and their terms will be controlled in the following order of precedence: (i) Order Form; (ii) Agreement; and (iii) DPA.

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. Definitions. For purposes of this Service Level Agreement (the "**Service Level Agreement**"), the following terms have the meaning ascribed to each term below:

"**Downtime**" means if Customer is unable to access the Service by means of a web browser, or desktop or mobile app, as a result of failure(s) in the Service or architecture, as confirmed by Wispr.

"**Monthly Uptime Percentage**" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

"**Service Credit**" means the number of days that Wispr will add to the end of the Term, at no charge to Customer.

2. Service Level Warranty. During the Term, the Service will be operational and available to Customer at least 99.9% of the time in any calendar month (the "**Service Level Warranty**"). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive Service Credit as follows:

Uptime	Days Credited
< 99.9% - ≥99.0%	3
< 99.0% - ≥ 95.0%	7
< 95.0%	15

3. Customer Must Request Service Credit. In order to receive Service Credit, Customer must notify Wispr within 30 days from the time Customer becomes eligible to receive a Service Credit under the terms of this Agreement. Failure to comply with this requirement will forfeit Customer's right to receive Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Wispr to Customer for all Downtime that occurs in a single calendar month will not exceed 15 days. Service Credit may not be exchanged for, or converted into, monetary amounts.

5. Exclusions. The Service Level Warranty does not apply to any performance issues that (i) are caused by riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, earthquakes, or any other causes that are beyond Wispr's reasonable control so long as Wispr uses commercially reasonable efforts to mitigate the effects of such force majeure, (ii) resulted from Customer's equipment or third party equipment or service (e.g. Customer's internet connection), or both, or (iii) resulted from Customer's violation of the Agreement.

6. Exclusive Remedy. This Service Level Agreement sets forth Customer's sole and exclusive remedy for any failure by Wispr to meet the Service Level Warranty.

EXHIBIT B

SUPPORT SERVICES TERMS

This Support Services Exhibit sets forth the terms on which Wispr provides technical support ("**Support**") to Customer (the "**Support Terms**").

1. Definitions

"**Error**" means a failure of the Service to conform to its published specifications, resulting in the inability to use, or material restriction in the use of, the Service.

2. General. Wispr provides Support from 6:00pm PST / 7:00pm PDT Sunday to 8pm Pacific time Friday.

3. Contacts. Customer may initiate a Support case by submitting a ticket via the mechanism provided in the Service, or through Wispr's support page at https://wisprflow.ai/support.

4. Priority Levels and Timeframes. Wispr will establish the priority level of an Error and the corresponding Support case in its sole discretion and will use its best efforts to respond to and resolve the Error in accordance with the assigned priority level.

5. Conditions, Exclusions, and Termination.

a. Conditions. Wispr's obligation to provide Support is conditioned upon Customer: (i) making reasonable efforts to solve the Error after consulting with Wispr; (ii) providing Wispr with sufficient information and resources to correct the Error, as well as any and all assistance reasonably requested by Wispr; and (iii) procuring, installing, and maintaining all equipment necessary to access and use the Service.

b. Exclusions. Wispr is not obligated to provide Support if: (i) the problem is caused by Customer's negligence, hardware malfunction, or other causes beyond the reasonable control of Wispr; (ii) the problem is with third party software not licensed through Wispr; or (iii) Customer has failed to pay any amount that is payable to Wispr within the timeframe for payment specified in the Agreement.

c. Termination. Wispr reserves the right to conclude its performance of a Support case when, in its reasonable discretion, Wispr determines that it has provided a satisfactory resolution or workaround.