DOCUMENT RECORD

VERSION	EFFECTIVE	GOVERNING TEXT
2025-10-source	October 2025	English

REFERENCE
legal.dapta.ai/en/documents/customer-terms/versions/2025-10-source

Master Services Agreement

For customers of the Dapta Solution. This Document is governed by its English-language text.

This Terms and Conditions document, dated as of October 2025 (together with any Order Form(s) executed and delivered hereunder, this "Terms and Conditions Document"), is by and between Dapta, Inc., a Delaware corporation ("Dapta"), and the Customer. Each of Dapta and Customer will individually be referred to as a "Party" and jointly as the "Parties".

1. Dapta Solution

Dapta will provide the "Dapta Solution" (defined below) to Customer on the terms and conditions set out in this Document, including any applicable Order Form or SOW issued hereunder.

(a) **Software Services.** Dapta provides access ("Dapta Software Services") to a software platform hosted for Dapta that is designed to enable users to build, deploy, and manage complex workflows and AI-driven agents without writing code, by connecting APIs, databases, LLMs, telephony, and messaging platforms into customizable, reusable flows, with the specific software-based services and applicable pricing to be set forth in an order form in substantially the form attached hereto as Exhibit A (each, a "Order Form"). Each Order Form executed and delivered by the Parties pursuant to the terms and conditions of this Document shall be deemed a part of this Document.

(b) **Professional Services.** Dapta offers certain professional services to its customers to facilitate their use and implementation of Dapta Software Services ("Dapta Professional Services").

(c) **Documentation.** Dapta has created certain documentation to enable Customer to better implement and use Dapta Software Services ("Dapta Documentation", and together with Dapta Software Services and Dapta Professional Services, the "Dapta Solution"), which depending on Customer's use case and the plan selected, may vary.

(d) **Document.** The Document, together with any Order Forms executed and delivered by the Parties, constitutes the sole and entire agreement between the Parties with respect to the Dapta Solution. The Document excludes any of the Customer's general terms and conditions of purchase or any other document issued by Customer in connection with any aspect of the Dapta Solution.

2. Dapta Software Services

(a) The Dapta Software Services will be accessed by Customer via, and shall include, a user interface made available through a web portal that may be used by employees and contractors of Customer that Customer has authorized

to use the Dapta Software Services (such user interface, the "Customer Interface", and each such employee or contractor, an "Administrator"), and once implemented will be used by Customer to interact with end users of Customer ("End Users, and collectively with Administrators, "Permitted Users"). Upon Customer's request, Dapta will issue one or more Administrator accounts to Customer that provides Customer with the capability to create user accounts (each, an "Customer User Account") for use by a Permitted User. Customer will ensure that only Administrators use the Dapta Software Services through the Customer User Account. Customer will not allow anyone to share the Customer User Account with any other person or entity. Customer will promptly notify Dapta of any actual or suspected unauthorized use of the Dapta Software Services. Dapta reserves the right to suspend, deactivate, or replace the Customer User Account if it determines that the Customer User Account may have been used for an unauthorized purpose.

(b) Dapta may, at its sole discretion:

(i) Suspend, or otherwise restrict access by Customer's and any Permitted User's access to or use of the Dapta Software Services or any component thereof:

(A) for scheduled maintenance;

(B) if Customer or any Permitted User violates, or is reasonably suspected by Dapta to have violated, any provision of this Document; or

(C) to address any emergency security concerns; and

(ii) Modify the Dapta Software Services. Any suspension or restriction of the Dapta Software Services by Dapta pursuant to this Document will not excuse Customer or any applicable Permitted User from its obligation to make payments under the Document. Dapta shall use commercially reasonable efforts intended to minimize disruption to Customer by any such suspension or restriction. Customer is required to accept all patches, bug fixes and updates made by or on behalf of Dapta to the Dapta Software Services. Any such suspension or other restriction shall not act as an election of remedies, and Dapta hereby reserve any and all additional remedies that it may have as a result of any of the foregoing.

(c) Notwithstanding the use of the terms "Customer", "Permitted User" or any combination thereof in this Document, references in this Document to Customer will be interpreted:

(i) to include its Permitted Users to the extent that the term or condition referencing Customer applies to the Permitted User's use of the Dapta Solution; and

(ii) where there is a reference to a grant by, or obligation of, Customer, the reference to Customer means that Customer will grant for itself or perform the act or obligation itself, or, where applicable, cause the Permitted User to make the grant or perform the act or obligation, as applicable.

(d) **Service Level Agreement.**

(i) Dapta shall use commercially reasonable efforts to support the availability of the Customer Interface, provided that any unavailability or errors resulting therefrom is not due to circumstances beyond the reasonable control of Dapta, such as to vendors, telecommunications, etc. Support shall be provided by Dapta to Customer during Dapta's normal business hours.

(ii) Dapta shall commercially reasonable efforts provide the foregoing support services, as well as any specific Dapta Support Services purchased by Customer pursuant to an Order Form, to Customer during the following hours:

– Monday to Friday: 8:00 a.m. to 8:00 p.m. Eastern Time

– Saturday: 10:00 a.m. to 5:00 p.m. Eastern Time

Such support is available through the following channels:

– Email: support@daptatech.com

– Live Chat: Accessible directly through the Dapta platform.

(iii) **Service Level Targets.**

Dapta shall use commercially reasonable efforts to respond, during normal business hours, to reported outages or other identified issues with the Dapta Software Services, as indicated in the table below:

PRIORITY LEVEL	DESCRIPTION	TRT (BUSINESS HOURS)
1	Complete unavailability of all of the Dapta Software Services for all Customer Permitted Users.	1 Hour
2	Significant adverse impact or loss of mission-critical functionality with respect to the Dapta Software Services provided to Customer.	2 Hours
3	Partial or minor functionality unavailable with respect to the Dapta Software Services provided to Customer.	4 Hours

Targeted Response Time (TRT): Time from incident notification to initiation of support operations.

Upon assessment by Dapta, Dapta will provide the appropriate severity level indicated below, and shall use commercially reasonable efforts to attempt to resolve the issue or provide a work-around within the time periods specified below.

SEVERITY LEVEL	DESCRIPTION	RESOLUTION OBJECTIVE
1	Critical Defect. Platform / all Dapta Software Services are unusable or core functionality fails for all Customer Permitted Users. No viable workaround.	Resolve within 8 hours using all reasonable commercial efforts.
2	Major Defect. Platform / all Dapta Software Services have material functionality errors for a large number of Customer Permitted End Users, but there is partial operability.	Resolve within 48 hours using all reasonable commercial efforts.
3	Significant Defect. Restricted functionality that does not materially affect business operations.	Resolve in next planned software iteration.
4	Minor Defect. Cosmetic or minor inconvenience. Easily available workaround or non-critical.	Resolve when feasible or in a future software iteration.

(iv) This SLA does not apply to issues arising from:

(A) use of the Dapta Software Services not in accordance with this Document or the applicable Dapta Documentation;

(B) any equipment, software, technology, product network not provided directly by Dapta;

(C) regularly scheduled maintenance, or

(D) force majeure events or other circumstances outside Dapta's reasonable control, including with respect to commercially available services integrated in the Dapta Solution.

(E) Dapta may perform regular maintenance on the Dapta Software Services during the following time period: Saturdays, Sundays and Mondays from 2am to 5am EST time, without notification to Customer.

(e) **Certain Restrictions.** Customer must not itself, and will not permit others (including the Permitted Users) to:

(i) sub-license, sell, rent, lend, lease or distribute the Customer Interface or other aspect of the Dapta Solution or any Intellectual Property Rights therein or otherwise make the Customer Interface or other aspect of the Dapta Solution available to others;

(ii) use the Customer Interface or other aspect of the Dapta Solution to permit timesharing or service bureau use, or to commit toll-fraud, or otherwise commercially exploit the Customer Interface, or other aspect of the Dapta Solution, except to the extent as expressly set forth herein;

(iii) use or access the Customer Interface or other aspect of the Dapta Solution in violation of any applicable law or Intellectual Property Rights, in a manner that threatens the security or functionality of the Dapta Solution, or for any purpose or in any manner to the extent not expressly permitted in this Document;

(iv) use the Customer Interface to create, collect, transmit, store, use or process any Customer Data:

(A) that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;

(B) that Customer does not have the lawful right to create, collect, transmit, store, use or process; or

(C) that violates any applicable laws, or infringes, violates or otherwise misappropriates the Intellectual Property Rights or other rights of any third party (including any moral right, privacy right or right of publicity);

(v) modify any aspect of the Dapta Solution;

(vi) reverse engineer, de-compile or disassemble any aspect of the Dapta Solution;

(vii) remove or obscure any proprietary notices or labels on the Customer Interface or any other aspect of the Dapta Solution, including brand, copyright, trademark and patent or patent pending notices;

(viii) perform any vulnerability, penetration or similar testing of the Customer Interface or other aspect of the Dapta Solution;

(ix) access or use any aspect of the Dapta Solution for the purpose of building a similar or competitive product or service; or

(x) access or use any aspect of the Dapta Solution to upload and display any marketing, advertising or material that is not related to Customer's Products.

(f) Dapta Software Services may include providing Customer with certain Dapta Documentation and Dapta Support Services, if included in the pricing plan applicable to an Order Form.

3. Dapta Professional Services and Dapta Documentation

(a) Set forth on Exhibit B attached hereto and incorporated herein by this reference are certain Dapta Professional Services offered by Dapta, and the applicable hourly pricing for such Dapta Professional Services.

(b) Dapta Professional Services are generally purchased in advance. In the event that this Document terminates for any reason or expires, any purchased but unused Dapta Professional Services by Customer shall expire, and no refunds shall be due to Customer.

(c) Dapta hereby grants to Customer, for the Term of this Document, a non-exclusive limited right and license

(i) to use the Dapta Documentation provided or made available by Dapta to Customer, solely for Customer's use and solely in connection with the Dapta Solution being provided by Dapta to Customer hereunder, and

(ii) to reproduce a reasonable amount of copies of the Dapta Documentation for the foregoing purpose.

4. Customer Data

(a) Except as specifically set forth in the Document, nothing in the Document assigns or grants to Dapta any right, title or interest including any Intellectual Property Rights in or to Customer Data. The term "Customer Data" means any data, information, content, records, and files relating to Customer or its End Users or other Permitted Users that any Permitted User loads or enters into the Customer Interface, but excludes "Aggregated Data" (as defined below).

(b) Customer grants to Dapta a non-exclusive, worldwide, royalty-free, irrevocable, sublicensable, and fully paid-up right to access, collect, use, process, store, disclose and transmit Customer Data solely to:

(i) provide the Dapta Solution to Customer;

(ii) improve and enhance the Dapta Solution, and its other offerings;

(iii) use Customer Data (e.g., a call recording of or chat conversation with a Permitted User) to be used as training data for AI models used by Customer and to otherwise improve Customer's current and future products and services and technologies, and

(iv) produce data, information or other materials that are not identified as relating to a particular individual or company (such data, information and materials, the "Aggregated Data"). Dapta may use, process, store, disclose and transmit the Aggregated Data for any purpose and without restriction or obligation to Customer of any kind. Dapta shall not disaggregate the Aggregated Data.

(c) Customer will be responsible for obtaining and providing all the necessary consents, rights, notices, and authority in and to the Customer Data for Dapta to access, collect, use, process, store, disclose, and transmit the Customer Data in accordance with this Section 4. Customer represents and warrants to and covenants with Dapta that the Customer Data will only contain personally identifiable information ("Personal Information") in respect of which Customer has provided all notices and disclosures (including to each Permitted User), obtained all applicable third-party consents and permissions, and otherwise has all authority, in each case as required by applicable laws, to enable Dapta to provide the Dapta Solution, including with respect to the collection, storage, access, use, disclosure, processing and transmission of Personal Information, including by or to Dapta and to or from all applicable third parties.

(d) Dapta will notify Customer at the first reasonable opportunity if it becomes aware of the loss, theft or unauthorized access to, use or disclosure of Customer Data or Customer's Confidential Information in the custody or control of Dapta (a "Security Incident"). Dapta will use commercially reasonable efforts to address the Security Incident in a timely manner. Customer will use commercially reasonable efforts to cooperate expeditiously with Dapta.

(e) Each Party will comply with all applicable federal, provincial and local laws, rules and regulations concerning Personal Information (collectively, "Privacy Laws"). The Parties will provide reasonable assistance to each other in order to allow the Parties to comply with their respective obligations under Privacy Laws.

(f) To the extent that Dapta receives Personal Information in the course of providing the Dapta Solution under this Document, Dapta will:

(i) only Process, or have third parties Process, Personal Information for the purposes of performing its obligations and exercising its rights under this Document or as otherwise instructed by the Customer in writing from time to time

(ii) not disclose any Personal Information to any third party except as contemplated by this Document or with the prior written consent of the Customer;

(iii) where any disclosure or transfer of Personal Information is required by law, unless prohibited by applicable law, promptly notify the Customer in writing before complying with any such requirement for disclosure;

(iv) implement commercially reasonable physical, technical and administrative and other organizational measures aimed at safeguarding the Personal Information against loss, theft, damage or unauthorized or unlawful access or processing;

(v) limit access to Personal Information only to those employees, contractors and sub-processors who need to have access to the Personal Information for the purposes of Dapta performing its obligations and exercising its rights under this Document;

(vi) notify the Customer at the first reasonable opportunity upon Dapta becoming aware of, or suspecting, any loss, theft, damage or unauthorized or unlawful Processing of Personal Information, and comply with all commercially reasonable instructions of the Customer in connection therewith; and

(vii) upon the termination of this Document, return (or, upon the written instruction of the Customer, securely dispose of) all Personal Information in the possession or control of Dapta, subject to a legal requirement to maintain such Personal Information.

The term “Process” or “Processing” means access, collection, use, modification, retrieval, transfer, communication, disclosure, storage, deidentification, anonymization, deletion, destruction, management or other handling.

5. Fees and Payment Terms

(a) Customer will pay Dapta the fees set out in an applicable Order Form(s) and for any Dapta Professional Services (the “Fees”). All Fees will be due and payable, in US Dollars in immediately available funds in advance of the services to be performed pursuant to the applicable Order Form(s) or for any Dapta Professional Services commencing.

(b) The Fees do not include applicable sales, use, gross receipts, value-added, excise, personal property or other taxes. Customer will be responsible for and pay all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions contemplated in connection with this Document, other than taxes based on the net income or profits of Dapta.

(c) In addition to all other remedies available under this Document, Dapta will be entitled to suspend the delivery of or performance of any part or portion of the Dapta Solution, as applicable, if Customer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.

(d) Dapta will be entitled to change the Fees upon written notice to Customer not less than 60 days prior to the end of the Initial Term or then-current Renewal Term, which changed Fees shall be applicable in the successive Renewal Term.

(e) Customer will not withhold or set off any amounts due under this Document.

6. Disclaimer of Warranties

Except for the express warranties set forth in this agreement, Dapta does not warrant that the Dapta Solution will be uninterrupted or error free, or that all errors can or will be corrected; nor does it make any warranty as to the results that may be obtained from use of the Dapta solution. Except as specifically provided in this agreement, the Dapta solution is provided “as is” and “as available” and Dapta hereby disclaims all express, implied, collateral or statutory warranties, representations and conditions, whether written or oral, including any implied warranties or conditions of merchantability, merchantable quality, or fitness for a particular purpose or use.

7. Intellectual Property Rights

(a) “Intellectual Property Rights” means any and all proprietary rights anywhere in the world provided under:

- (i) patent law;
- (ii) copyright law (including moral rights);
- (iii) trademark law;
- (iv) design patent or industrial design law;
- (v) trade secrets; or
- (vi) any other statutory provision or common law principle applicable to this Document, and includes applications for rights, registrations of rights, agreements, licenses, renewals, and extensions of rights, whether registered or unregistered.

(b) As between the Parties, Dapta is and will be the exclusive owner of all Intellectual Property Rights in and to:

- (i) the Dapta Software Services and all other aspects of the Dapta Solution;
- (ii) Dapta’s Confidential Information;
- (iii) Aggregated Data (as defined in Section 4(b));
- (iv) anything developed or delivered by or on behalf of Dapta under this Document, including pursuant to any Order Form (other than Customer Materials or Customer Marks) or Dapta Professional Services or Dapta Support Services;
- (v) Dapta Documentation, and
- (vi) any modifications to the foregoing (collectively, the “Dapta Property”). All right, title and interest, including all Intellectual Property Rights, in and to the Dapta Property will vest in Dapta, immediately upon creation and regardless of the state of completion of such Dapta Property. Customer will acquire no rights to any Dapta Property, other than the limited express rights expressly granted under this Document. Without limitation of any of Dapta’s other rights and remedies, if Customer is not timely paying Dapta for all Fees due hereunder (and under any Order Form), Customer may remove from the Dapta Solution provided to Customer any work or deliverables or functionality covered by Dapta Professional Services.

(c) In the event that the Dapta Professional Services are agreed to cover the implementation of trade or service marks, or trade dress or logos (“Trademarks”), of Customer within the Dapta Software Services, then, as between the Parties, Customer shall retain ownership of its Trademarks (“Customer Trademarks”), and hereby grants Dapta the non-exclusive, royalty-free, worldwide right and license, for the Term of this Document, to display and reproduce the Customer Trademarks for purposes of this Document. In addition, Customer hereby agrees that Dapta may list Customer as a customer of Dapta on its website and in other marketing materials.

(d) Customer hereby grants to Dapta a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free license to modify, copy, distribute, publicly perform, publicly display or use for any purpose whatsoever, without obligations to Customer, any suggestions, enhancement requests, recommendations, proposals, corrections or other feedback or information provided by Customer and relating to any aspect of the current or contemplated or future Dapta Solution (collectively, "Feedback"). This grant shall survive the expiration or termination for any reason of this Document. Nothing in this Document will restrict Dapta's right to use, profit from, disclose, publish or otherwise exploit any Feedback, without compensation to Customer or Permitted Users and without any obligation to Customer or any Permitted User. Dapta is not obligated to use any Feedback.

(e) In the event that Customer needs to provide or have provided to Dapta any documentation, software or other technology or materials ("Customer Materials"), Customer hereby grants to Dapta the non-exclusive, worldwide, royalty-free license, for the term of this Document, to use the Customer Materials in the Dapta Professional Services for the benefit of Customer. Customer hereby represents and warrants to Dapta that Customer has all right, title and interest to provide such Customer Materials to Dapta for Dapta's use as contemplated herein.

8. Indemnification

Customer agrees, at its cost,

(a) to defend Dapta, and its officers, directors, employees and agents (each, a "Dapta Indemnitee") from and against third party claim, action, suit or proceeding that arises from or relates to:

(i) Customer Data;

(ii) unauthorized use of the Dapta Solution by Customer or any Permitted User, including using the Dapta Solution (or any part thereof) in combination with any third party software, application or service;

(iii) disputes between Customer and its End Users or

(iv) Customer Materials or Customer Trademarks. For purposes of this provision, the term "Customer Data" means any data, information, content, records and files that Customer (or any of its Permitted Users) loads or enters into the Customer Interface, other than any Aggregated Data. Customer may not settle any such claim, action, suit or proceeding without the prior written consent of Dapta, unless such settlement imposes no obligation on or admission of liability with respect to Dapta.

9. Limitation of Liability

(a) EXCEPT FOR

(i) A BREACH OF SECTION 13 (CONFIDENTIALITY) BELOW OR

(ii) THE INFRINGEMENT, VIOLATION OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, in no event will either Party be liable to the other Party for any:

(A) consequential, indirect, incidental, special, exemplary or punitive damages;

(B) business interruption; or

(C) costs for the procurement of substitute products or services arising out of or in any way related or connected to this Document, regardless of cause of action or the theory of liability, whether in contract, tort (including negligence), or otherwise, and even if notified in advance of the possibilities of such damages or if such damages could have been reasonably foreseen.

(b) EXCEPT FOR

(i) A BREACH OF SECTION 13 (CONFIDENTIALITY) BELOW,

(ii) THE INFRINGEMENT, VIOLATION OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (iii) CUSTOMER'S PAYMENT OBLIGATIONS, in no event will either Party's aggregate liability arising out of or related to this Document, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the amount of fees paid or payable to Dapta in connection with applicable order form(s) in the 12-month period immediately preceding the event giving rise to the claim.

(c) Sections 9(a), and 9(b) will not apply to limit:

(i) Customer's liability or obligations under Section 8 (indemnification);

(ii) Customer's liability arising from a breach of Section 4(c); or

(iii) Customer's payment obligations under this Document.

10. Subcontracting

Dapta may delegate or subcontract all or any part of the Dapta Solution to any third party without Customer's consent.

11. Term

This Document will commence on the Effective Date and continue to be in effect for a period of 12 months (the "Initial Term"), unless terminated earlier in accordance with this Document. This Document will automatically renew for successive periods of 12 months (each, a "Renewal Term", and together with the Initial Term, the "Term"), unless either Party provides the other Party with written notice of its intention not to renew not less than 30 days prior to the end of the Initial Term or then-current Renewal Term.

12. Termination

In addition to any remedies that may be provided under the Document, either Party may terminate the Document with immediate effect upon written notice to the other Party, if the other Party:

(a) materially breaches the Document, and such breach:

(i) is incapable of cure; or

(ii) being capable of cure, remains uncured for 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(b) becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition to bankruptcy, receivership, reorganization, arrangement or assignment for the benefit of creditors. Upon any termination or expiration of this Document, Customer shall pay to Dapta all billed but unpaid amounts, as well as any additional amounts for which Dapta provides an invoice to Customer, within thirty (30) days of the invoice date.

13. Confidential Information

(a) **Definitions.** For the purposes of this Document, a party receiving Confidential Information (as defined below) will be the "Recipient", the party disclosing such information will be the "Discloser" and "Confidential Information" of Discloser means any and all information of Discloser, or any of its licensors or licensees, that has or will come into the possession or knowledge of the Recipient in connection with or as a result of entering into this Document,

including information concerning the Discloser's past, present or future customers, suppliers, technology or business; provided that Discloser's Confidential Information does not include, except with respect to Personal Information:

(i) information already known or independently developed by Recipient without access to Discloser's Confidential Information;

(ii) information that is publicly available through no wrongful act of Recipient; or

(iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

(b) **Confidentiality Covenants.** Recipient hereby agrees that during the Term and at all times thereafter it will use commercially reasonable efforts (which shall be in no case less than it uses with respect to its own Confidential Information) to not:

(i) disclose Confidential Information of the Discloser to any person, except to its own personnel or affiliates or other subcontractors or sub processors that have a "need to know" and that have entered into written agreements with Dapta no less protective of such Confidential Information than this Document, and to such other recipients as the Discloser may approve in writing; provided, Recipient shall be liable to Discloser for such personnel or affiliates' compliance with this Section 13 to the same extent as if they were parties hereunder;

(ii) use Confidential Information of the Discloser except as permitted hereunder; or

(iii) alter or remove from any Confidential Information of the Discloser any proprietary legend.

(c) **Exceptions to Confidentiality.** Notwithstanding Section 13(b), Recipient may disclose Discloser's Confidential Information:

(i) to the extent that such disclosure is required by applicable law or by the order of a court, or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order;

(ii) to its legal counsel and other professional advisors, if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party's business; or (iii) in the case of Dapta, to potential assignees, acquirers or successors of Dapta, under obligations of non-confidentiality, if and to the extent such persons need to know such Confidential Information in connection with a potential sale, merger, amalgamation or other corporate transaction involving the business or assets of Dapta.

(d) **Return or Destruction of Confidential Information.** Customer will, upon Dapta's request, return or destroy all tangible copies of Dapta's Confidential Information and permanently delete all digital copies of Dapta's Confidential Information, and shall certify in writing its compliance with the foregoing obligation to Dapta, upon Dapta's request.

14. Compliance with Law

Customer will, and will ensure its Permitted Users, use the Dapta Solution in compliance with all applicable laws, rules and regulations, including without limitation in all jurisdictions where Customer uses any of the Dapta Solution.

15. Dispute Resolution

In the event of a dispute between the Parties relating to this Document ("Dispute") or its subject matter, a Party may provide a notice to the other Party regarding such Dispute ("Dispute Notice"). The Parties' respective appointed representatives will:

(a) seek to work together to develop a written and dated summary of the nature, extent, and magnitude of the Dispute and, where appropriate, how each Party sees resolution of the Dispute; and

(b) seek to amicably resolve or settle the Dispute in good faith by mutual agreement. If the Parties do not resolve the Dispute by negotiation, any of the Parties may refer the Dispute to a mediator acceptable to all Parties for non-binding mediation, and the Parties will share the costs of such mediation equally. If the Parties do not resolve the Dispute by mediation, within 30 days of the mediator receiving the Dispute Notice, each Party may take whatever steps are necessary to protect its interests.

16. Force Majeure

Neither Party will be liable for delays caused by any event or circumstances beyond that Party's reasonable control, including acts of God, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving that Party's employees), Internet service failures or delays, or the unavailability or modification by third parties of telecommunications or hosting infrastructure or third-party websites ("Force Majeure"). Notwithstanding the foregoing, a Force Majeure will not excuse Customer from its payment obligations under this Document.

17. Assignment

Customer will not transfer, sublicense or otherwise assign any of its rights or obligations under the Document, by operation of law or otherwise, without the prior written consent of Dapta. Any purported transfer, sublicense or assignment in violation of this Section 17 will be null and void. No transfer, sublicense or assignment will relieve Customer of any of its obligations hereunder. Dapta may at any time assign, transfer or subcontract any or all of its rights or obligations under the Document without Customer's prior written consent, to an affiliate, or to any successor to all or substantially all of the business or assets of Dapta to which this Document pertains.

18. Export Regulation

The Dapta Solution may be subject to United States, and other applicable export control laws. Customer will not, directly or indirectly, export, re-export or release the Dapta Solution to, or make the Dapta Solution accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Customer will comply with all applicable federal laws, regulations and rules and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing or otherwise making the Dapta Solution available outside the United States, or the country Dapta otherwise shipped the Dapta Solution to pursuant to an Order.

19. Notices

All notices sent to either Party will be in writing and addressed to the receiving Party at the addresses set forth below. Each Party may change its contact information for notice by giving notice thereof to the other Party. Notices sent will be effective when delivered in writing and in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid.

If to Dapta, to:\ Legal Department\ Dapta, Inc.\ Email: admin@daptatech.com

20. Waiver

No waiver by any Party of any of the provisions of the Document will be effective unless explicitly set forth in writing and signed by the Party so waiving, and then only to the extent set forth therein.

21. Independent Contractors

The relationship between the Parties is that of independent contractors.

22. Governing Law

All matters arising out of or relating to the Document will be governed by and construed in accordance with the laws of the State of Delaware and the federal laws of United States of America applicable therein, without giving effect to any choice or conflict of law provision or rule. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Document.

23. Arbitration

Any dispute, controversy, or claim arising out of or relating to this agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this contract. The seat of arbitration shall be in Phoenix, Arizona. The number of arbitrators shall be one. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding on the parties, and may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, Dapta may bring an action, suit or proceeding in any court of competent jurisdiction to enforce or protect its Intellectual Property Rights.

24. Cumulative Remedies; Severability; Integration; Interpretation

The rights and remedies under the Document are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. Any provision of the Document found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from the Document and all other provisions of the Document will remain in full force and effect. This Document (including all Orders and Exhibits attached hereto) constitutes the entire agreement between the Parties with respect to the subject matter of this Document and supersedes all prior or contemporaneous agreements, representations or other communications between the Parties, whether written or oral. To the extent of a conflict between this Document and any Order Form, unless the applicable Order Form expressly and specifically states that it modifies or varies this Document, this Document will prevail.

25. Amendment; Miscellaneous

No amendment, supplement, or modification of this Document and, unless otherwise expressly specified in this Document, no consent or approval by any Party, will be binding unless executed in writing by the Party or Parties to be bound thereby. The Parties confirm that the essential stipulations of this Document reflect the mutual agreement of the Parties further to negotiation, and were not imposed by either Party, even when drawn up by one of the Parties. The Parties further confirm that it is the express wish of all Parties that this Document, all documents related to this Document and all communications between the Parties in the context of the performance of this Document be in English only.

26. Survival

Provisions of the Terms and Conditions Document which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Document including, but not limited to, the following Sections: 2(c), 2(d), 3, 4, 5, 6, 7, 8, 9, 12, 13, 15, 16, 19- this 26. Upon any termination of this Document, Dapta shall not be responsible going forward for fulfilling Order Forms or for providing any Dapta Professional Services or Dapta Support Services, but Customer shall be responsible for paying for all amounts under any Order Forms, unless otherwise agreed to the contrary in a written instrument executed and delivered by the Parties.

27. SMS Notifications

Dapta may send transactional SMS messages to Customer and its Permitted Users at the mobile phone numbers they provide in connection with their Dapta account, support tickets, billing, or use of the Dapta Solution. These messages may include account alerts, security notifications, service updates, and support ticket status updates.

By providing a mobile number to Dapta, Customer represents and warrants that it (and its Permitted Users, where applicable) has the authority to receive SMS messages at that number and consents to receive such transactional SMS messages from Dapta. Message frequency varies based on account and ticket activity. Message and data rates may apply.

Customer and its Permitted Users may opt out of SMS messages at any time by replying **STOP** to an SMS from Dapta. For help, they may reply **HELP** .

Opting out of SMS will not affect the receipt of non-SMS communications (such as email), but may impact the ability to receive certain real-time notifications.

Exhibit A – Form of Order Form

Reference is made to that certain Terms and Conditions Document, dated as of October 2025, (the “Agreement”), by and between Dapta, Inc. (“Dapta”) and the Customer. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Document. This Order Form is issued under the Document and is subject to the terms and conditions of the Document.

Pursuant to the terms and conditions of the Document and this Order Form, Customer hereby agrees to purchase the following items from, and pay associated Fees to, Dapta in connection with Dapta Software Services:

Dapta Free

ITEM NAME	QUANTITY	PRICE PER ADDITIONAL
Credits	10,000	N/A (needs to upgrade)
Agents (voice or text)	1	N/A (needs to upgrade)
Active flows	2	N/A (needs to upgrade)
Workspaces	1	N/A (needs to upgrade)
Database Storage	100MB	N/A (needs to upgrade)

Dapta Pro – $99/month

ITEM NAME	QUANTITY	PRICE PER ADDITIONAL
Credits	100,000	$0.001 (purchased in multiples of 1,000)
Agents (voice or text)	Unlimited	N/A
Active flows	Unlimited	N/A
Workspaces	5	$20
Database Storage	3GB	$20/additional GB

Dapta Business – $250/month

ITEM NAME	QUANTITY	PRICE PER ADDITIONAL
Credits	250,000	$0.001 (purchased in multiples of 1,000)
Agents (voice or text)	Unlimited	N/A (needs to upgrade)
Active flows	Unlimited	N/A (needs to upgrade)
Workspaces	12	N/A (needs to upgrade)
Database Storage	10GB	N/A (needs to upgrade)

Dapta Scale-Up – $499/month

ITEM NAME	QUANTITY	PRICE PER ADDITIONAL
Credits	500,000	$0.001 (purchased in multiples of 1,000)
Agents (voice or text)	Unlimited	N/A
Active flows	Unlimited	N/A
Workspaces	25	$20
Database Storage	20GB	$20/additional GB

Credit Consumption by Activity

ACTIVITY NAME	QUANTITY	MODEL	CREDITS
AI Voice Call	1 minute	Tier 1 (GPT-4o, Claude 3.5-sonnet)	333
AI Voice Call	1 minute	Tier 2 (GPT-4o-mini, Claude 3.5 Haiku)	233
AI Text Message	1 message	Tier 1 (GPT-4o, Claude 3.5-sonnet)	20
AI Text Message	1 message	Tier 2 (GPT-4o-mini, Claude 3.5 Haiku)	5
Flow Run	1 run	N/A	5

Note: The above does not include (a) Dapta Professional Services, or (b) any professional services for Customers who need additional set up or custom integrations, such as but not limited to building additional agents or workflows or integrating with multiple third-party platforms. Such professional services subject to subsection (b) would need to be included in a Statement of Work. Unused hours for a particular month will not roll into or carry over in to any subsequent month.

END OF DOCUMENT