COLDI LABS LTD. – MASTER SERVICES AGREEMENT

(AI Voice Platform & Managed Call Services)

Last Updated: 2026-01-14

This Master Services Agreement (the "**Agreement**") is entered into by and between **Coldi Labs Ltd.**, an Israeli private company with its registered offices at [●] ("**Coldi**", "**we**", or "**us**"), and the legal entity or individual accepting this Agreement, whether by executing a service order, clicking acceptance online, or otherwise accessing or using the Services ("**Client**" or "**you**").

This Agreement governs Client's access to and use of Coldi's AI-based voice technology platform and related services.

BY ACCESSING OR USING THE SERVICES, CLIENT ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT.

1. DEFINITIONS AND INTERPRETATION

1.1 **"AI Agent"** means an automated, artificial-intelligence-based voice agent operated through the Platform, utilizing speech-to-text, large language model processing, decision logic, and text-to-speech technologies to interact with callers.

1.2 **"Call Data"** means all data generated, transmitted, recorded, or processed in connection with calls handled through the Services, including audio recordings, voice streams, transcripts, call metadata, routing information, timestamps, call outcomes, logs, analytics, and technical diagnostics.

1.3 "**Client Content**" means all scripts, prompts, call flows, instructions, data, information, text, audio, personal data, end-user data (including names, telephone numbers, and other contact details), CRM data, or other materials that are provided, uploaded, configured, or otherwise made available by or on behalf of Client for use in connection with the Services.

1.4 **"Coldi Technology"** means the Platform, AI Agents, software, artificial intelligence models, algorithms, orchestration layers, workflows, logic, APIs, telephony integrations, voice technologies, dashboards, documentation, and all related intellectual property, whether owned by or licensed to Coldi.

1.5 "**Call Recipient**" means any individual or entity that receives, answers, or participates in a call initiated or handled through the Services, whether or not such person is an End Customer of Client.

1.6 "**End Customer**" means any customer, client, principal, or counterparty of Client on whose behalf Client uses the Services.

1.7 **"Platform"** means Coldi's proprietary, hosted software-as-a-service environment enabling configuration, deployment, operation, monitoring, and management of AI Agents.

1.8 **"Service Order"** means any order form, subscription selection, online purchase flow, or other document (including electronic acceptance) specifying the Services, pricing, usage limits, and Subscription Term applicable to Client.

1.9 **"Services"** means the Platform, AI Agents, call handling, managed call operations (if applicable), telephony routing, hosting, support, analytics, and all ancillary services provided by Coldi.

1.10 **"Subscription Term"** means the period during which Client is entitled to access and use the Services, as specified in a Service Order, subscription plan, package description, or online purchase flow, including any initial term and any renewal term, whether such term is measured by time, usage, prepaid credits, call minutes, or other consumption metrics.

2. SCOPE OF SERVICES AND LICENSE TO USE

2.1 Right to Access and Use; License Grant.

Subject to Client's continuous compliance with this Agreement, any applicable Service Order, and payment of all applicable fees, Coldi hereby grants Client a limited, revocable, non-exclusive, non-transferable, non-assignable, and non-sublicensable right and license to access and use the Services solely for Client's internal business purposes during the applicable Subscription Term.

Client acknowledges and agrees that it is granted only a right to access and use the Services, and that no software, technology, or intellectual property is sold, licensed on a perpetual basis, assigned, or otherwise transferred to Client. All rights not expressly granted herein are reserved by Coldi and its licensors.

This license automatically terminates upon suspension or termination of the Services for any reason.

2.2 SaaS Subscription Model; No Transfer of Technology.

The Services are provided strictly on a hosted, software-as-a-service (SaaS) subscription basis. Coldi makes the Platform available to Client for remote access and use via the internet only, and Client does not receive any ownership interest, possessory right, or perpetual license in or to the Platform or any Coldi Technology.

For the avoidance of doubt, the Services do not constitute and shall not be construed as:

(i) a sale, lease, or license of software for on-premise installation;

(ii) a transfer or assignment of intellectual property rights;

(iii) development, customization, or consultancy services , except for limited technical configuration, onboarding assistance, and operational enablement of the Platform as expressly described in this agreement; or

(iv) business process outsourcing, call center services, or facilities management services.

All rights granted to Client under this Agreement are limited, time-bound, conditional upon payment of subscription fees, and subject to Client's ongoing compliance with this Agreement.

2.3 Managed Call Services.

Where expressly included in a Service Order, Coldi may provide technical operation of AI-powered agents on behalf of Client, including receiving inbound calls, initiating outbound calls (where legally permitted), executing call flows, routing calls, and generating automated responses strictly in accordance with Client's instructions.

Coldi does not design, draft, validate, approve, review, or certify the legality, accuracy, or regulatory compliance of any scripts, prompts, call flows, business logic, or communications provided, configured, or used by Client.

For the avoidance of doubt, any managed call services provided by Coldi constitute technical enablement and operation of the Platform only, and shall not be deemed to constitute acting as a call center, telemarketing service provider, customer service provider, agent, representative, or regulated communications provider.

All call content, scripts, decision logic, timing, targeting, and legal compliance remain under the sole control and responsibility of Client. Client retains sole responsibility for reviewing, approving, validating, and authorizing any call scripts, prompts, workflows, or AI Agent behavior prior to deployment.

2.4 Technical Enablement & Campaign Assistance Services

Coldi may, at Client's request, provide limited technical assistance in connection with onboarding, configuration, prompt engineering, script structuring, AI Agent setup, testing, or technical rollout of campaigns ("**Campaign Assistance**").

Campaign Assistance is provided strictly as technical enablement of the Platform and does not constitute campaign management, call center services, consulting, or advisory services.

All scripts, prompts, call flows, decision logic, configurations, and campaign parameters used in connection with the Services shall be deemed Client Content, regardless of whether Coldi personnel provided technical input or suggestions.

No Campaign Assistance shall be deployed without Client's explicit approval, and Client remains solely responsible for all content, timing, targeting, compliance, and outcomes of any campaign.

2.5 No Telecommunications Services.

Client acknowledges that Coldi is not a telecommunications carrier, common carrier, or regulated telecom service provider. Any telephony, numbering, carrier connectivity, or routing services are provided by third-party telecommunications providers.

Coldi bears no responsibility or liability for carrier outages, call quality issues, latency, routing failures, service interruptions, or compliance with telecommunications-specific regulations imposed on carriers or call originators.

3. CLIENT OBLIGATIONS AND COMPLIANCE

3.1 Legal Compliance.

Client bears sole and exclusive responsibility for ensuring that all Client Content, scripts, prompts, call flows, AI Agent behavior, and use of the Services comply with all applicable laws and regulations, including without limitation consumer protection laws, telemarketing and spam laws, privacy and data protection laws, call-recording laws, and sector-specific regulations (including financial or healthcare regulations, if applicable).

Client is solely responsible for ensuring compliance with all applicable laws and regulations as they relate to its End Customers and all Call Recipients, including where Client acts as an agent, service provider, reseller, or intermediary on behalf of an End Customer.

Client shall provide any disclosures regarding the use of artificial intelligence, automated systems, or AI-generated voices to Call Recipients where required by applicable law. Coldi does not monitor, enforce, or verify Client's disclosure practices and bears no responsibility or liability for Client's failure to comply with AI transparency or disclosure requirements, including under emerging AI regulations (such as the EU AI Act).

3.2 Licensing and Authorizations.

Client represents and warrants that it holds and will maintain all licenses, permits, registrations, and regulatory approvals required to conduct its business and to use the Services for its intended purposes.

3.3 Consent and Notices.

Client is solely responsible for providing all legally required notices and obtaining all necessary consents from callers, including consent for automated interactions, AI usage, and call recording.

Client shall ensure that all required notices and consents are obtained not only from End Customers but also from all Call Recipients, regardless of whether such Call Recipients have a direct contractual relationship with Client.

3.4 Responsibility for Instructions.

Coldi acts strictly on Client's instructions. Any output, communication, or action taken by an AI Agent pursuant to Client instructions shall be deemed Client's responsibility.

Client is the sole Call Initiator and Call Originator for all calls conducted using the Services.

Client is solely responsible for caller identification, originating entity information, use of Caller ID, and compliance with any applicable anti-spoofing, caller authentication, or call verification frameworks (including STIR/SHAKEN or similar regimes).

Coldi does not assume, and expressly disclaims, any telecommunications carrier or call-originator regulatory obligations.

No scripts, prompts, call flows, or campaign configurations shall be deployed through the Services without Client's prior review and approval, and all such deployments shall be deemed initiated at Client's direction.

4. FEES AND PAYMENT

4.1 Fees.

Client shall pay all fees specified in the applicable Service Order or published pricing. Fees may be usage-based, subscription-based, or a combination thereof.

4.2 Taxes.

All fees are exclusive of VAT or other taxes, which shall be added where applicable.

4.3 Late Payments and Suspension.

Coldi may suspend Services for failure to pay undisputed amounts within fourteen (14) days following written notice.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Definitions

"**Intellectual Property Rights**" means any and all proprietary or other rights, throughout the world, whether registered or unregistered, including without limitation: patents and patent applications, copyrights and moral rights, database rights, design rights, trademarks, trade names, logos, service marks, trade secrets, confidential information, know-how, algorithms, models, architectures, workflows, formulas, source code and object code, user interfaces, user experience elements, templates, scripts, prompts, call flows, inventions, ideas, processes, methods, techniques, look and feel, data compilations, improvements, derivatives, discoveries, developments, and all goodwill associated therewith, whether existing now or developed in the future.

5.2 Ownership of Coldi Technology

All right, title, and interest in and to the Platform, the Services, the Coldi Technology, and any and all related intellectual property rights therein, including without limitation all software (in source code and object code form), artificial intelligence models, large language models, algorithms, architectures, workflows, orchestration layers, decision logic, training methodologies, voice technologies, audio processing technologies, APIs, interfaces, documentation, designs, trade secrets, know-how, improvements, enhancements, derivatives, and any updates or modifications thereto, are and shall at all times remain the sole and exclusive property of Coldi and/or its licensors.

Except for the limited right of access and use expressly granted under this Agreement, no license, right, or interest of any kind in or to the Coldi Technology is granted or transferred to Client, whether by implication, estoppel, exhaustion, or otherwise. All rights not expressly granted are hereby reserved by Coldi.

5.3 Limited License Grant

Subject to Client's continuous compliance with this Agreement and timely payment of all applicable Fees, Coldi grants Client a limited, temporary, revocable, non-exclusive, non-transferable, non-assignable, and non-sublicensable license to remotely access and use the Platform and Services solely for Client's internal business purposes, solely in accordance with the documentation made available by Coldi, and solely during the applicable Subscription Term.

For the avoidance of doubt:

- the Services are provided on a software-as-a-service (SaaS) basis only;
- no ownership, possessory, tenancy, or leasehold interest is created;
- no right is granted to install, host, copy, or operate the Coldi Technology outside the Platform.

The license granted under this Section automatically and immediately terminates upon any suspension or termination of the Services, without the need for further notice.

5.4 Restrictions on Use

Client shall not, and shall not permit any third party to, directly or indirectly:

- copy, reproduce, modify, adapt, translate, localize, or create derivative works of any part of the Coldi Technology;
- reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive or access source code, model weights, model parameters, training data, internal logic, or architecture of the Coldi Technology;
- use the Services, outputs, or Call Data to train, fine-tune, benchmark, validate, or develop any artificial intelligence systems, voice systems, datasets, or competing products or services;
- use the Services for competitive analysis, benchmarking, or to design, build, or offer any competing or substantially similar product or service;
- sublicense, resell, rent, lease, distribute, timeshare, or otherwise make available the Services or Coldi Technology to any third party;
- remove, obscure, or alter any proprietary notices, labels, or technical safeguards embedded in or applied to the Services;
- circumvent, disable, or interfere with security features, access controls, usage limits, or monitoring mechanisms of the Platform.

Any violation of this Section shall constitute a material breach of this Agreement and may result in immediate suspension or termination, in addition to any other remedies available at law or in equity.

5.5 Client Content

As between the parties, Client retains all right, title, and interest in and to Client Content. Client hereby grants Coldi a worldwide, royalty-free, non-exclusive, sublicensable (solely to Sub-processors), and limited license to host, store, transmit, process, reproduce, and otherwise use Client Content solely to the extent necessary to provide, operate, maintain, support, secure, and improve the Services in accordance with this Agreement.

For the avoidance of doubt, any scripts, prompts, call flows, workflows, or configurations created with Coldi's technical

assistance shall be deemed Client Content and approved, owned, and controlled exclusively by Client.

Client represents and warrants that it has obtained all rights, consents, and authorizations necessary to provide the Client Content and to grant the foregoing license, and that the processing of Client Content by Coldi as contemplated herein does not violate any applicable law or third-party rights.

5.6 Use of Data for Model Improvement.

Client acknowledges and agrees that Coldi may use artificial intelligence, machine learning, and automated systems as part of the Services, and that such systems may be improved, refined, and enhanced over time.

Client agrees that Coldi may use aggregated, anonymized, and de-identified data, usage metrics, interaction patterns, performance statistics, and derivative insights generated through operation of the Services, including from calls handled for Client, for the purposes of operating, maintaining, securing, and improving the Services, the Platform, and Coldi's underlying AI models, provided that such data does not identify Client or any individual.

Client further acknowledges that Coldi's AI models are trained on a combination of proprietary data, licensed datasets, publicly available data, and synthetic or anonymized data, and that no ownership or rights in such models or training processes are transferred to Client under this Agreement.

5.7 Templates, Generic Scripts, and AI Training

As part of the Services, Coldi may make available certain pre-configured, generic, and industry-oriented templates, including example call flows, scripts, prompts, responses, workflows, and conversational structures (collectively, **"Templates"**).

Templates are provided solely for general informational and operational purposes, are not tailored to Client's specific business, legal, or regulatory requirements, and do not constitute legal, regulatory, compliance, or operational advice.

Any modification, customization, or deployment of Templates requires Client's express approval and validation prior to use. Coldi bears no responsibility for any Template once approved or deployed by Client.

Client acknowledges and agrees that:

(a) all Templates constitute part of the Coldi Technology;

(b) Templates are provided on an "as is" and "as available" basis; and

(c) Client bears sole responsibility for reviewing, modifying, approving, validating, and deploying any Templates prior to use.

Coldi does not review, approve, monitor, or assume any responsibility or liability for the content, substance, legality, accuracy, or regulatory compliance of any calls, scripts, Templates, prompts, workflows, or communications generated, configured, or executed through the Services, whether based on Templates or otherwise.

Coldi shall bear no responsibility for the content, use, or legal compliance of calls conducted using Templates.

5.8 Feedback

Any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of Client relating to the Services or Coldi Technology ("Feedback") shall be deemed **non-confidential** and irrevocably assigned to Coldi. Coldi shall be free to use, implement, commercialize, and exploit such Feedback for any purpose, without restriction or obligation of compensation to Client.

5.9 Third-Party Infrastructure and Providers

Client acknowledges that the Services may be hosted on or integrated with third-party infrastructure, cloud providers, telecommunications providers, or AI service providers, and that Client's use of such components may be subject to separate third-party terms. Client agrees to comply with all applicable third-party terms.

6. Telecommunications, AI Voice and Regulatory Compliance

Client acts as principal or authorized agent of the End Customer and is deemed the call initiator and call originator with respect to all Call Recipients. Coldi does not interact with, contract with, or assume any responsibility toward End Customers or Call Recipients.

Client shall provide, designate, or expressly authorize all telephone numbers, caller identification information, and originating identities used in connection with the Services. Client represents and warrants that it is the lawful owner of, or is otherwise duly authorized to use, all such telephone numbers and caller identification information, and that such use complies with all applicable laws, regulations, and carrier requirements. Coldi does not independently select, assign, or originate telephone numbers for Client and acts solely on Client's instructions with respect to call origination identity.

Where Coldi facilitates technical provisioning or integration of telephone numbers on Client's behalf through third-party carriers, such provisioning is performed solely as a technical intermediary, and the numbers shall be deemed provided and authorized by Client for purposes of this Agreement.

Client shall not use the Services in violation of any applicable laws, regulations, or self-regulatory rules governing automated, prerecorded, artificial-intelligence-based, or voice-based communications, including without limitation laws relating to telecommunications, telemarketing, marketing communications, consumer protection, call recording, consent, data protection, and privacy.

Without limiting the foregoing, Client is solely responsible for ensuring that its use of the Services complies with all legal and regulatory requirements applicable to its activities, including requirements relating to: (i) obtaining, maintaining, and documenting any required prior express consent or other lawful basis for placing calls or communications; (ii) providing any required disclosures, including disclosures regarding the use of automated or AI-generated voices; (iii) notifying call participants of call recording and obtaining any required consent; (iv) restrictions on calling times, methods, or frequency; (v) honoring opt-out, unsubscribe, or do-not-call requests and maintaining and scrubbing applicable do-not-call lists; and (vi) accurate and lawful caller identification.

Client shall not use the Services in a deceptive, misleading, fraudulent, or unlawful manner, including by impersonating individuals, misrepresenting the origin or purpose of a call, or using

synthetic or AI-generated voices in violation of applicable rights of publicity, personality, or similar rights. Client represents and warrants that it has all rights, licenses, permissions, and consents necessary to use any voices, scripts, prompts, or content in connection with the Services.

For the avoidance of doubt, Client's obligations under this section apply in all jurisdictions in which Client, its customers, end users, or call recipients are located.

Client acknowledges and agrees that Coldi does not monitor, control, or verify Client's compliance with applicable telecommunications, marketing, or privacy laws and regulations, and that Coldi assumes no responsibility or liability for Client's calling practices, scripts, disclosures, consent management, or regulatory compliance.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information

"**Confidential Information**" means any and all non-public, proprietary, or confidential information disclosed or made available by one party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally, visually, in writing, electronically, or by any other means, before or after the Effective Date, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Coldi's Confidential Information includes, but is not limited to: the Platform, Services, Coldi Technology, AI models, algorithms, system architecture, workflows, Templates, scripts, prompts, call logic, pricing, fees, commercial terms, product roadmaps, security measures, infrastructure, documentation, APIs, technical specifications, know-how, trade secrets, business strategies, customer and supplier information, and any analyses, compilations, derivatives, or insights derived from any of the foregoing.

7.2 Confidentiality Obligations

The Receiving Party shall:

- keep all Confidential Information strictly confidential and protect it using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than a reasonable standard of care;
- use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement, and for no other purpose;
- not disclose Confidential Information to any third party except to its employees, officers, directors, professional advisors, or contractors who have a strict need to know such information for purposes of this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein;
- not copy, reproduce, reverse engineer, decompile, or otherwise attempt to derive or extract any Confidential Information, except as expressly permitted under this Agreement.

7.3 Prohibited Use and Competitive Safeguards

Without limiting the foregoing, Client shall not use Coldi's Confidential Information, directly or indirectly, to develop, train, benchmark, operate, or support any competing product, service, system, or technology, or for any competitive analysis, reverse engineering, or substitute solution.

7.4 Compelled Disclosure

If the Receiving Party is required by law, regulation, or court order to disclose any Confidential Information, it shall (to the extent legally permitted) promptly notify the Disclosing Party in writing prior to such disclosure and cooperate reasonably to seek a protective order or other appropriate remedy. Any disclosure so required shall be limited to the minimum extent legally required.

7.5 Exclusions

Confidential Information shall not include information that the Receiving Party can demonstrate by written evidence:

- was publicly available at the time of disclosure or becomes publicly available through no act or omission of the Receiving Party;
- was lawfully known to the Receiving Party prior to disclosure without breach of any confidentiality obligation;
- is lawfully received from a third party without restriction on disclosure and without breach of any obligation owed to the Disclosing Party; or
- is independently developed by the Receiving Party without use of or reference to the Confidential Information.

7.6 Remedies

The Receiving Party acknowledges that any breach of this Section may cause irreparable harm for which monetary damages may be an insufficient remedy. Accordingly, the Disclosing Party shall be entitled, in addition to any other remedies available at law or in equity, to seek immediate injunctive relief (without the requirement to post bond) to prevent or restrain any actual or threatened breach of this Section.

7.7 Return or Destruction

Upon termination or expiration of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or permanently destroy all Confidential Information in its possession or control, including all copies and derivatives thereof, except to the extent retention is required by law or for internal compliance purposes.

8. SERVICE AVAILABILITY

Coldi shall use commercially reasonable efforts to make the Services available on a continuous basis. Client acknowledges and agrees that the Services may be subject to interruptions, delays, degradation, or unavailability due to scheduled maintenance, emergency maintenance, third-party service providers (including telecommunications carriers, cloud infrastructure providers, and AI model providers), force majeure events, or other factors outside Coldi's reasonable control.

Except where expressly agreed in writing in a separate service level agreement or service order executed by the parties, Coldi does not guarantee any minimum uptime, availability level, response time, performance metric, or service credit, and no such service level commitments shall be deemed to apply.

9. WARRANTY DISCLAIMER

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COLDI EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, RELIABILITY, OR ERROR-FREE OPERATION.

WITHOUT LIMITING THE FOREGOING, COLDI MAKES NO WARRANTY ORREPRESENTATION THAT: (A) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR BUSINESS OBJECTIVES; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERRORS OR DEFECTS; (C) ANY ERRORS OR DEFECTS WILL BE CORRECTED; OR (D) THE RESULTS, OUTPUTS, OR COMMUNICATIONS GENERATED THROUGH USE OF THE SERVICES WILL BE ACCURATE, COMPLETE, LAWFUL, OR COMPLIANT WITH ANY APPLICABLE LAW OR REGULATORY REQUIREMENT.

COLDI DOES NOT WARRANT OR REPRESENT THAT THE SERVICES, INCLUDING ANY AI-GENERATED CALLS, RESPONSES, OR OUTPUTS, ARE FREE FROM RIGHTFUL CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY RIGHTS WHERE SUCH CLAIMS ARISE FROM CLIENT CONTENT, CLIENT INSTRUCTIONS, CLIENT SCRIPTS, OR USE OF THE SERVICES OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT.

CLIENT ACKNOWLEDGES AND AGREES THAT COLDI DOES NOT CONTROL, VERIFY, OR VALIDATE CLIENT CONTENT, CLIENT SCRIPTS, END-USER DATA, OR THE LEGAL OR REGULATORY COMPLIANCE OF COMMUNICATIONS CONDUCTED USING THE SERVICES. CLIENT BEARS SOLE RESPONSIBILITY FOR ENSURING THAT ITS USE OF THE SERVICES COMPLIES WITH ALL APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION TELECOMMUNICATIONS, RECORDING, CONSENT, MARKETING, CONSUMER PROTECTION, AND PRIVACY LAWS.

COLDI SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE, ORHARM ARISING FROM OR RELATED TO: (I) INTERRUPTIONS, DELAYS, LATENCY, OR FAILURES IN INTERNET CONNECTIVITY, TELECOMMUNICATIONS NETWORKS, OR THIRD-PARTY SYSTEMS; (II) LOSS, CORRUPTION, OR MISDIRECTION OF DATA, MESSAGES, OR CALLS; OR (III) CLIENT'S RELIANCE ON ANY OUTPUT, INFORMATION, OR RESULT GENERATED THROUGH USE OF THE SERVICES.

ANY DATA, CONTENT, OR INFORMATION OBTAINED BY CLIENT THROUGH USE OF THE SERVICES IS ACCESSED AND USED AT CLIENT'S SOLE RISK AND DISCRETION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COLDI OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, SUCH WARRANTIES SHALL BE LIMITED INDURATION AND SCOPE TO THE MINIMUM EXTENT PERMITTED BY LAW.

This disclaimer applies equally to any scripts, prompts, workflows, configurations, or campaign setups created or configured with Coldi's technical assistance.

10. INDEMNIFICATION

10.1 Client Indemnification

Client shall indemnify, defend, and hold harmless Coldi, its affiliates, licensors, and each of their respective officers, directors, employees, agents, and contractors (collectively, the "Coldi Indemnitees") from and against any and all claims, demands, actions, proceedings, investigations, losses, damages, liabilities, fines, penalties, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- any claims, actions, investigations, or regulatory proceedings brought by or on behalf of any End Customer or Call Recipient;
- any claim arising from communications directed to Call Recipients, including unsolicited, misleading, or improperly disclosed AI communications;
- any Client Content, including without limitation Client scripts, prompts, call flows, instructions, End-User Data, or other materials provided or configured by or on behalf of Client;
- Client's business activities, products, or services, including any representations, offers, statements, or communications made through use of the Services;
- Client's failure to obtain, maintain, or comply with any required licenses, permits, authorizations, notices, or consents, including without limitation consent for call recording, automated calling, marketing communications, or processing of personal data;
- Client's violation of any applicable law, regulation, directive, or industry standard, including without limitation laws relating to telecommunications, automated calling, spam, marketing, consumer protection, privacy, data protection, or recording of communications (including statutes analogous to the TCPA or similar regimes);
- Client's use of the Services in a manner not in strict accordance with this Agreement, documentation, or Coldi's instructions; or
- any allegation that Client Content infringes, misappropriates, or otherwise violates
- the rights of a third party.

This indemnification expressly includes any regulatory actions, administrative proceedings, enforcement measures, or fines imposed by a governmental or regulatory authority arising from Client's use of the Services. For the avoidance of doubt, Client's indemnification obligations apply regardless of whether Coldi provided technical assistance, onboarding support, or campaign enablement in connection with the Services.

10.2 Defense and Control

Coldi reserves the right, at its sole option and expense, to assume the exclusive defense and control of any matter subject to indemnification under this Section, in which event Client shall fully cooperate with Coldi in asserting any available defenses. Client shall not settle any indemnified claim without Coldi's prior written consent if such settlement imposes any liability, obligation, or admission on a Coldi Indemnitee.

10.3 Coldi Intellectual Property Indemnification

Subject to the limitations set forth herein, Coldi shall indemnify and defend Client against a third-party claim finally adjudicated by a court of competent jurisdiction alleging that the Services, as provided by Coldi and used by Client in accordance with this Agreement, directly infringe such third party's registered intellectual property rights.

Coldi shall pay any damages finally awarded against Client (or settlement amounts approved in writing by Coldi) in connection with such claim.

10.4 Exclusions

Coldi shall have no obligation under Section 10.3 to the extent that the alleged infringement arises from or relates to:

- Client Content, Client scripts, instructions, or specifications;
- modification of the Services not made by Coldi;
- combination or use of the Services with third-party products, services, systems,
- models, data, or integrations not provided by Coldi;
- Client's use of the Services in breach of this Agreement or applicable law; or
- use of an outdated version of the Services where use of an updated version would
- have avoided the claim.

Nothing in this Agreement shall be construed as creating any duty, obligation, or liability of Coldi toward any End Customer or Call Recipient.

10.5 Remedies

If the Services become, or in Coldi's reasonable opinion are likely to become, subject to an infringement claim, Coldi may, at its sole discretion and expense:

(i) procure for Client the right to continue using the affected Services;

(ii) modify the Services to render them non-infringing without materially reducing functionality; or

(iii) terminate the affected Services and refund any prepaid fees for the unused portion of the applicable subscription term.

10.6 Exclusive Remedy

THIS SECTION 10 SETS FORTH CLIENT'S SOLE AND EXCLUSIVE REMEDY AND COLDI'S ENTIRE LIABILITY WITH RESPECT TO ANY THIRD-PARTY CLAIMS, INCLUDING INTELLECTUAL PROPERTY CLAIMS, ARISING OUT OF OR RELATING TO THE SERVICES.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Certain Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COLDI, ITS AFFILIATES, LICENSORS, OR THEIR RESPECTIVE OFFICERS,DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITIES, USE, DATA, INTERRUPTION OF BUSINESS, OR PROCUREMENT OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF COLDI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Aggregate Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COLDI'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CLIENT TO COLDI FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

IF CLIENT IS USING THE SERVICES PURSUANT TO A FREE TRIAL, PILOT BETA PROGRAM, OR OTHER UNPAID ARRANGEMENT, COLDI'S TOTA AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED UNITED STATE DOLLARS (USD $100).

11.3 Allocation of Risk

THE PARTIES ACKNOWLEDGE THAT THE FEES PAYABLE UNDER THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH HEREIN AND THAT COLDI WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

Client acknowledges that any technical assistance provided by Coldi does not alter the allocation of risk set forth in this Agreement.

11.4 Exceptions

NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 10 SHALL NOT APPLY TO:

(a) CLIENT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10;

(b) CLIENT'S BREACH OF ITS ACCEPTABLE USE OBLIGATIONS

(c)CLIENT'S INFRINGEMENT OR MISAPPROPRIATION OF COLDI' INTELLECTUAL PROPERTY RIGHTS; O

(d) LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER

APPLICABLE LAW.

12. TERM AND TERMINATION

12.1 Term.

This Agreement shall commence on the earlier of (i) Client's acceptance of this Agreement (including by electronic acceptance or execution of a Service Order), or (ii) Client's first access to or use of the Services, and shall remain in effect for the duration of any active Subscription Term, unless earlier terminated in accordance with this Section 10.

12.2 No Termination for Convenience by Client.

Except as expressly permitted under Section 10.4 (Termination by Client for Cause), Client may not terminate this Agreement or any Service Order for convenience during an active Subscription Term.

Client acknowledges and agrees that all subscriptions, packages, prepaid usage bundles, call-minute allocations, or other Service entitlements purchased under this Agreement are non-cancellable and non-refundable, and that all fees payable for the applicable Subscription Term are earned upon commencement of the Subscription Term, whether or not Client actually uses the Services.

Suspension or termination resulting from Client's breach, non-payment, insolvency, or misuse of the Services shall not relieve Client of its obligation to pay all fees due for the full Subscription Term, to the maximum extent permitted by applicable law.

12.3 Immediate Termination or Suspension by Coldi for Cause.

Coldi may suspend access to, or immediately terminate, this Agreement and/or any Service Order, in whole or in part, upon written notice to Client (or without prior notice where required to prevent harm), if:

(a) Client fails to pay any undisputed fees when due and such failure continues for five (5) days following written notice;

(b) Client materially breaches this Agreement, including any violation of license restrictions, acceptable use obligations, confidentiality obligations, or applicable law;

(c) Client uses the Services in a manner that exposes Coldi to legal, regulatory, security, or reputational risk, including unlawful calling practices, lack of required consents, or misuse of AI-generated content;

(d) Client becomes insolvent, ceases to conduct business in the ordinary course, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy, liquidation, receivership, or similar proceedings;

(e) Coldi is required to suspend or terminate the Services by law, regulation, court order, or governmental authority; or

(f) Client provides materially false, misleading, or incomplete information in connection with its use of the Services.

Where a breach is curable and does not present immediate risk, Coldi may, at its discretion, provide Client with written notice and a cure period of up to thirty (30) days. Nothing herein obligates Coldi to provide a cure period where immediate suspension or termination is reasonably necessary to mitigate risk or harm.

(g) Client's failure to provide requested evidence of regulatory compliance, consent, or lawful use of the Services.

12.3A Suspension Without Termination

Coldi may suspend Client's access to the Services, in whole or in part, without terminating this Agreement, where Coldi reasonably determines that suspension is necessary to prevent harm, mitigate risk, ensure compliance with law, investigate suspected misuse, or address security, operational, or regulatory concerns.

Suspension shall not excuse Client's payment obligations and shall not entitle Client to any refund, credit, or extension of the Subscription Term.

12.4 Termination by Client for Cause.

Client may terminate this Agreement upon written notice if Coldi materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach in reasonable detail. In such case, Client's sole remedy shall be termination of the affected Subscription Term.

12.5 Effect of Termination.

Upon expiration or termination of this Agreement for any reason:

(a) all rights and licenses granted to Client under this Agreement shall immediately terminate;

(b) Client shall immediately cease all access to and use of the Services;

(c) all outstanding fees and payment obligations shall become immediately due and payable; and

(d) Coldi may, following a commercially reasonable data retention period, delete, anonymize, or de-identify Client Content in accordance with its data retention and privacy policies, unless retention is required by law.

Termination shall not relieve Client of any obligations that by their nature are intended to survive termination.

12.6 Survival.

The provisions relating to Intellectual Property Rights, Confidentiality, Indemnification, Limitation of Liability, Governing Law and Dispute Resolution, Payment Obligations, and any accrued rights or obligations shall survive expiration or termination of this Agreement.

13. MISCELLANEOUS

13.1 No Legal, Regulatory, or Compliance Advice

Client acknowledges and agrees that Coldi does not provide, and is not responsible for providing, any legal, regulatory, compliance, tax, or professional advice of any kind. Any information, guidance, examples, Templates, scripts, prompts, AI-generated outputs, documentation, or support provided by Coldi are provided solely for general informational and technical purposes and shall not be construed as legal, regulatory, or compliance advice. Any assistance provided by Coldi personnel is strictly technical and product-oriented and shall not give rise to any professional duty of care, fiduciary obligation, or advisory liability.

Client is solely responsible for obtaining independent legal and regulatory advice and for ensuring that its use of the Services, including all Client Content, scripts, call flows, AI Agent behavior, disclosures, and communications, complies with all applicable laws, regulations, industry standards, and contractual obligations in all applicable jurisdictions. Client acknowledges that it has not relied on any guidance, assistance, or representations by Coldi in determining the legality, compliance, or suitability of any scripts, campaigns, or communications.

Client expressly acknowledges that Coldi does not monitor, assess, verify, or guarantee Client's legal or regulatory compliance, and that reliance on the Services or any outputs generated thereby does not relieve Client of its compliance obligations or shift any legal or regulatory responsibility to Coldi.

13.2 Entire Agreement; Order of Precedence

This Agreement, together with all Service Orders, schedules, annexes, referenced herein (including, without limitation, the Data Processing Addendum attached as Annex A), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, understandings, representations, or communications, whether written or oral.

In the event of any conflict or inconsistency between the terms of this Agreement and any Service Order, the following order of precedence shall apply:

(i) this Agreement;

(ii) the Data Processing Addendum; and

(iii) the applicable Service Order, unless a Service Order expressly states that it overrides a specific provision of this Agreement.

13.3 Amendments; Changes to Terms

Coldi may modify or update this Agreement from time to time. Updated versions will be posted on Coldi's website and will become effective as of the date stated therein. Client's continued access to or use of the Services following the effective date of any such update constitutes acceptance of the updated Agreement. If Client does not agree to any modification, Client must cease using the Services prior to the effective date of such modification.

No amendment or modification to this Agreement by Client shall be valid unless made in writing and expressly agreed to by an authorized representative of Coldi.

13.4 Assignment

Client may not assign, transfer, delegate, or otherwise dispose of this Agreement, in whole or in part, whether by operation of law or otherwise, without Coldi's prior written consent. Any attempted assignment in violation of the foregoing shall be null and void.

Coldi may assign this Agreement without restriction, including in connection with a merger, acquisition, corporate reorganization, or sale of assets.

13.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed and the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects the original intent of the parties.

13.6 Waiver

No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. Any waiver must be in writing and shall apply only to the specific instance for which it is given.

13.7 Force Majeure

Neither party shall be liable for any failure or delay in performance (other than payment obligations) resulting from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, labor disputes, pandemics, governmental orders, failures of utilities or telecommunications networks, or failures of third-party infrastructure providers.

13.8 Independent Contractors.

Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, fiduciary, employment, or outsourcing relationship between the parties. Coldi acts solely as an independent contractor providing access to a software-as-a-service (SaaS) platform and, where applicable, limited technical or operational support strictly in accordance with Client's instructions.

Coldi does not act on behalf of Client vis-à-vis Client's customers, end users, or callers, and shall not be deemed to represent, bind, or assume any obligation, liability, or responsibility on behalf of Client in any manner. Client remains solely responsible for its business activities, customer and end-user relationships, communications, regulatory compliance, and any representations, disclosures, or commitments made through use of the Services.

13.9 No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of the parties and does not create any rights for any third party, except as expressly provided herein. For the avoidance of doubt, no End Customer or Call Recipient shall have any rights, claims, or causes of action against Coldi under or in connection with this Agreement or the Services.

13.10 Survival

Any provisions which by their nature should survive termination or expiration of this Agreement shall survive, including without limitation provisions relating to intellectual property, confidentiality, data protection, indemnification, limitation of liability, governing law, and dispute resolution.

13.11 Notices

All notices under this Agreement shall be in writing and deemed given when delivered by email, courier, or registered mail to the addresses specified by the parties. Notices to Coldi shall be sent to: **[legal@coldi.ai]** (or such other address as Coldi may designate).

13.12 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict of laws principles. The courts of Tel Aviv-Jaffa shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

13.3 Counterparts; Electronic Acceptance

This Agreement may be accepted electronically and executed in counterparts, including via click-through acceptance, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

ANNEX A

DATA PROCESSING ADDENDUM (GDPR)

This Data Processing Addendum ("**DPA**") forms an integral and binding part of the **Master Services Agreement** (the "**Agreement**") entered into between **Coldi Labs Ltd.** ("**Coldi**" or "**Processor**") and the client identified in the applicable Service Order ("**Client**" or "**Controller**").

This DPA applies to the extent that Coldi processes Personal Data on behalf of Client in the course of providing the Services.

1. DEFINITIONS

For purposes of this DPA, the terms **"Personal Data," "Processing," "Controller," "Processor," "Data Subject," "Supervisory Authority," "Personal Data Breach,"** and **"Special Categories of Personal Data"** shall have the meanings given to them in Regulation (EU) 2016/679 ("**GDPR**").

"**Applicable Data Protection Laws**" means the GDPR and any national laws implementing or supplementing it, as well as any other applicable data protection or privacy laws.

"**Sub-processor**" means any third party engaged by Coldi to Process Personal Data on behalf of Client.

2. ROLES OF THE PARTIES

2.1 Controller and Processor.

Client acts as the **Data Controller** with respect to Personal Data processed under the Agreement. Coldi acts solely as a **Data Processor** and shall Process Personal Data only on behalf of and in accordance with Client's documented instructions.

2.2 Scope of Processing.

Coldi shall Process Personal Data only to the extent necessary to provide the Services and in accordance with this DPA, the Agreement, and applicable Service Orders.

3. DETAILS OF PROCESSING (ARTICLE 28(3))

3.1 Subject Matter

Provision of AI voice platform services, call handling, call recording, transcription, routing, analytics, and related managed services.

3.2 Duration

For the duration of the Subscription Term and any applicable data retention period as set forth in the Agreement.

3.3 Nature and Purpose

Processing includes collection, recording, storage, transmission, transcription, analysis, hosting, retrieval, and deletion of Personal Data solely for providing and improving the Services.

3.4 Categories of Data Subjects

May include, without limitation:

- Client's End Customers
- Call Recipient
- Callers
- Prospective customers
- Employees or agents of Client

3.5 Categories of Personal Data

May include, without limitation:

- Phone numbers
- Call audio recordings
- Voice data
- Transcripts
- Call metadata (time, duration, routing)
- CRM identifiers (if provided by Client)

3.6 Special Categories

Processing of Special Categories of Personal Data is not intended and shall not occur unless expressly instructed in writing by Client and permitted by Applicable Data Protection Laws.

4. PROCESSOR OBLIGATIONS

4.1 Processing on Instructions.

Coldi shall Process Personal Data solely on documented instructions from Client, including as set forth in the Agreement and applicable Service Orders.

4.2 Confidentiality.

Coldi shall ensure that all persons authorized to Process Personal Data are bound by confidentiality obligations.

4.3 Compliance with Law.

Coldi shall comply with all Applicable Data Protection Laws applicable to Processors.

4.4 No Independent Use.

Coldi shall not Process Personal Data for its own purposes or for the benefit of third parties, except as permitted under the Agreement or required by law.

5. TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

5.1 Security Measures.

Coldi shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, as applicable:

- Encryption of data in transit
- Logical access controls
- Authentication and authorization mechanisms
- Segregation of environments
- Monitoring and logging
- Vulnerability management
- Incident response procedures

5.2 Risk-Based Approach.

Security measures shall take into account the nature, scope, context, and purposes of Processing, as well as the risks to Data Subjects.

6. SUB-PROCESSORS

6.1 Authorization.

Client grants Coldi a general authorization to engage Sub-processors for the provision of the Services, including but not limited to cloud hosting providers, telephony carriers, AI model providers, analytics providers, and infrastructure vendors.

6.2 Sub-processor Obligations.

Coldi shall ensure that any Sub-processor is bound by written contractual obligations that provide at least the same level of data protection as required under this DPA.

6.3 Liability.

Coldi shall remain fully liable to Client for the performance of its Sub-processors.

7. INTERNATIONAL DATA TRANSFERS

7.1 Transfers Outside the EEA.

Client acknowledges and agrees that Personal Data may be transferred to and processed in countries outside the European Economic Area, including Israel and other jurisdictions where Coldi or its Sub-processors operate.

7.2 Safeguards.

Such transfers shall be conducted in accordance with Applicable Data Protection Laws, including through:

- Adequacy decisions
- Standard Contractual Clauses (SCCs)
- Other lawful transfer mechanisms

8. DATA SUBJECT RIGHTS

8.1 Assistance.

Coldi shall, taking into account the nature of Processing, reasonably assist Client in fulfilling its obligations to respond to requests from Data Subjects exercising their rights under the GDPR.

8.2 Direct Requests.

If Coldi receives a request directly from a Data Subject, Coldi shall not respond except to inform the Data Subject to direct the request to Client, unless legally required.

9. PERSONAL DATA BREACH

9.1 Notification.

Coldi shall notify Client **without undue delay** after becoming aware of a Personal Data Breach affecting Personal Data processed on behalf of Client.

9.2 Information.

Such notification shall include, to the extent available, information necessary for Client to comply with its obligations under Articles 33 and 34 GDPR.

10. ASSISTANCE WITH COMPLIANCE

Coldi shall provide reasonable assistance to Client with respect to:

- Data protection impact assessments (DPIAs)
- Prior consultations with Supervisory Authorities to the extent required by Applicable Data Protection Laws.

11. AUDIT RIGHTS

11.1 Audit Information.

Coldi shall make available to Client information reasonably necessary to demonstrate compliance with this DPA.

11.2 Audits.

Audits may be conducted only upon reasonable written notice, during normal business hours, and subject to confidentiality and security requirements. On-site audits require mutual agreement.

12. DATA RETURN AND DELETION

12.1 Upon Termination.

Upon termination of the Services, Coldi shall, at Client's choice, delete or return Personal Data, unless retention is required by applicable law.

12.2 Retention Period.

Any post-termination retention shall be limited and justified by legal obligations.

13. CLIENT OBLIGATIONS

Client represents and warrants that:

- it has a lawful basis for Processing Personal Data;
- it has provided all required notices to Data Subjects;
- it has obtained all necessary consents, including for call recording;
- Client Content does not violate Applicable Data Protection Laws.

14. LIABILITY

Each party's liability under this DPA shall be subject to the limitations and exclusions set forth in the Agreement, except where liability cannot be limited under Applicable Data Protection Laws.

15. PREVAILING TERMS

In the event of any conflict between this DPA and the Agreement, this DPA shall prevail with respect to data protection matters.

16. GOVERNING LAW

This DPA shall be governed by and construed in accordance with the laws specified in the Agreement, without prejudice to the mandatory application of the GDPR.