



Managed Services & Trial Agreement

For DeskFlow clients, including healthcare and orthodontic practices

Version 2.2 | Effective 8 August 2026

Purpose of this agreement

This agreement governs DeskFlow managed platform services, AI/automation services, client access, usage-based services, support, trials and paid subscriptions. Client-specific onboarding details, enabled features and activation details form part of this agreement when submitted through DeskFlow onboarding.

1. Parties and agreement structure

This Managed Services & Trial Agreement (Agreement) is between DeskFlow (Pty) Ltd, registration number 2026/460177/07, with business address at 19 Kiaat Place, Amanzimtoti, Durban, KwaZulu-Natal, 4126, South Africa (DeskFlow), and the business or practice identified in the DeskFlow onboarding form or order schedule (Client).

The Agreement includes: (a) these terms; (b) the Client onboarding submission or order schedule; (c) the DeskFlow POPIA Operator & Data Processing Addendum where DeskFlow processes personal information for the Client; and (d) any written feature, pricing or service schedule expressly accepted by both parties.

If there is a conflict, a signed or electronically accepted client-specific order schedule takes priority for the commercial details it expressly changes, followed by the POPIA Operator & Data Processing Addendum for data-processing matters, and then these terms.

2. What DeskFlow provides

DeskFlow provides managed AI, automation and customer-management systems intended to improve how businesses capture enquiries, communicate with customers and manage follow-up. Depending on the enabled package, services may include:

- a managed customer relationship management (CRM) workspace, conversations, contacts, opportunities, calendars, reporting and staff access;
- AI receptionist or Voice AI services for selected inbound calls;
- call summaries, enquiry capture, potentially urgent enquiry flags and workflow notifications;
- missed-call or incomplete-call SMS recovery and reply notifications;
- managed workflows, prompts, knowledge sources, phone routing, messaging configuration and integrations controlled by DeskFlow;
- initial onboarding and initial team training; and
- reasonable first-line support for enabled DeskFlow features and existing configurations.

Only features expressly enabled by DeskFlow are included. Custom workflows, major configuration changes, bespoke integrations, campaigns, websites, repeated training, bulk data work and other project work may be quoted separately.

3. Healthcare and safety limitations

Where the Client is a healthcare, dental, orthodontic or similar practice, DeskFlow is an administrative support service. It is not a healthcare provider and is not an emergency service.

- DeskFlow does not provide medical, dental or clinical advice, diagnosis, treatment recommendations or clinical decision-making.
- A potentially urgent flag is an administrative prompt for practice review. It is not clinical triage and does not determine medical urgency.
- The Client remains responsible for patient care, clinical judgement, emergency procedures, staff follow-up and professional obligations.
- Unless expressly enabled in writing after configuration and testing, Voice AI does not book, reschedule or cancel appointments, check live availability, quote treatment pricing or make medical-aid coverage commitments.
- Call recording is OFF by default. Recording will only be enabled after separate written approval and appropriate notices/consents are configured.

Apparent emergencies may be told to seek urgent medical assistance or contact emergency services. DeskFlow does not monitor or dispatch emergency care.

4. Client responsibilities

- Provide complete and accurate onboarding information, authorised contacts, notification email addresses, business hours, phone numbers and supporting verification documents.
- Ensure the person accepting this Agreement has authority to bind the Client.
- Configure or arrange call forwarding with its telephone provider where required, and keep its normal reception and emergency processes operational.
- Review and action enquiries, potentially urgent flags, SMS replies and other notifications promptly using the Client's own procedures.
- Use individual user accounts, keep credentials secure, enable multi-factor authentication where available, and promptly request access removal when staff no longer require access.
- Use DeskFlow lawfully and obtain any notices, permissions or consents required for the Client's communications, customer lists and industry obligations.
- Not use DeskFlow for purchased, scraped or unlawfully obtained marketing lists, unlawful direct marketing, harassment, fraud or prohibited content.
- Keep clinical patient records in the Client's appropriate clinical system. DeskFlow is not intended to be the Client's clinical patient-record system.

5. Trial terms

A trial applies only when DeskFlow expressly grants it in writing or in the onboarding/order schedule.

- **Trial start.** A 30-day trial begins only on the live activation date confirmed by DeskFlow after required phone-number verification, number assignment, configuration, testing, routing/forwarding checks, client-user setup, initial training and final activation are complete.
- **Trial fee.** Unless a client-specific order states otherwise, an approved trial is R0 for the 30-day trial period.
- **No automatic conversion.** A trial does not automatically convert to paid service. Continued service requires the Client's explicit confirmation and the first required paid-service payment.
- **Trial usage.** DeskFlow may set a reasonable internal usage allowance for a free trial and may contact the Client if genuine usage materially exceeds the expected trial level. DeskFlow will not silently convert a trial to paid usage.
- **End of trial.** If the Client does not confirm paid continuation, DeskFlow may suspend or disable the service at the end of the trial and proceed with offboarding in accordance with the data-processing terms.

6. Paid service, prepaid usage and billing

Unless a client-specific order says otherwise, the standard DeskFlow commercial model is:

Item	Standard term
Monthly platform fee	R2,200 per Client location, paid in advance.
Initial prepaid usage credit	R1,000.
First paid-service payment	R3,200 (R2,200 platform fee + R1,000 prepaid usage credit).
From month two	R2,200 platform fee plus the amount required to restore the

Item	Standard term
	prepaid usage balance to R1,000.
Unused usage credit	Carries forward while the service remains active.
Usage may include	Voice AI, telephone, number rental, SMS, email and other enabled metered services.
Renewal	Monthly on the activation anniversary date unless otherwise agreed.

DeskFlow will provide a usage statement showing, where applicable, opening balance, top-ups, AI usage, telephone usage, messaging usage and closing balance. The invoice/statement date is the usage cut-off; later usage may appear on the next statement.

A renewal invoice is ordinarily sent about 7 days before the renewal date and is due on the renewal date. The platform fee has a 5-day grace period after the due date. Usage-based services may pause when the prepaid usage balance reaches R0; DeskFlow is not required to provide usage on credit. Low-balance top-ups may be invoiced during a billing period.

7. Cancellation, suspension and refunds

- Paid service is month-to-month unless otherwise agreed.
- The Client should give at least 7 calendar days' notice before the next renewal date to avoid the next monthly platform charge.
- Service continues to the end of the paid period unless the parties agree otherwise.
- The monthly platform fee is not ordinarily refundable once the relevant service month has begun, except where required by law or agreed in writing.
- Unused prepaid usage credit carries forward while active. After cancellation, remaining prepaid usage may be reconciled and refunded after deducting valid outstanding usage, charges or other amounts owed.
- DeskFlow may immediately pause usage-based services at R0, or suspend access/services for material security risk, unlawful use, abuse, or a material breach that requires urgent action.
- If a platform invoice remains unpaid more than 5 days after the due date, DeskFlow may suspend platform access and managed services after reasonable notice. DeskFlow may terminate for continued non-payment or material breach after reasonable opportunity to remedy where appropriate.

8. Service availability and third-party dependencies

DeskFlow will use reasonable care and skill but does not promise uninterrupted or error-free availability. Services depend on telecommunications networks, internet connectivity, cloud platforms, email/SMS delivery providers, AI systems and other third parties outside DeskFlow's direct control.

- DeskFlow does not guarantee that every call will be answered, forwarded or transcribed correctly, that every caller will provide complete information, or that every summary/classification will be perfect.
- DeskFlow does not guarantee lead conversion, bookings, revenue, savings or a particular business result.
- DeskFlow may perform maintenance, modify configurations, replace providers or temporarily disable a risky feature where reasonably necessary to protect security, safety or service integrity.
- The Client should maintain reasonable fallback procedures for telephone outages, internet issues, platform downtime and urgent enquiries.

9. Support and change requests

Primary support is through the DeskFlow Support channel or support@deskflow.software. Support covers enabled features, troubleshooting of existing configurations, user-access assistance and basic settings. Custom implementation, campaigns, integrations, websites, major changes and repeated live training may be separately quoted.

Service availability and response times are reasonable-efforts targets rather than guaranteed service-level commitments unless a separate SLA is signed.

10. Confidentiality and intellectual property

Each party must keep the other party's confidential information confidential and use it only for the relationship, except where disclosure is authorised or required by law. This includes credentials, private business information, caller/customer information, pricing arrangements and non-public technical configuration.

DeskFlow retains ownership of its brand, templates, prompts, workflow designs, methods, documentation and reusable configurations, excluding Client data and materials. The Client retains ownership of its business information, customer/patient information and materials it provides. The Client receives a non-exclusive right to use enabled DeskFlow services during the active term.

11. Personal information and POPIA

The parties will comply with applicable data-protection law. Where DeskFlow processes personal information on the Client's behalf, the DeskFlow POPIA Operator & Data Processing Addendum forms part of this Agreement. The Client generally acts as responsible party for its customer, caller and patient information; DeskFlow generally acts as operator for that processing. DeskFlow may separately act as responsible party for its own client administration, billing, support, website and compliance records.

12. Liability

Each party remains responsible for its own acts and legal obligations. To the maximum extent permitted by law, neither party is liable to the other for indirect, special or consequential loss, including loss of profit, loss of opportunity or reputational loss, arising from this Agreement.

Except for liability that cannot lawfully be limited, fraud, wilful misconduct, unpaid fees, infringement of the other party's intellectual property, or a party's breach of confidentiality/data-protection obligations caused by its failure to apply reasonable safeguards, DeskFlow's aggregate liability arising from the services will not exceed the platform fees actually paid by the Client to DeskFlow during the three months immediately preceding the event giving rise to the claim. For an unpaid free trial, the aggregate cap is R2,200.

This clause does not remove the Client's responsibility for clinical decisions, emergency response, patient care, lawful marketing, employee conduct or information supplied by the Client.

13. Changes to services or terms

DeskFlow may improve or modify technical components, suppliers or configurations where this does not materially reduce the agreed core service. Material commercial changes to an active paid subscription will be communicated before they take effect. Changes required for law, security or provider compliance may be implemented sooner where reasonably necessary.

14. Notices

Formal notices to DeskFlow may be sent to info@deskflow.software. Notices to the Client may be sent to the authorised representative or billing/notification email supplied during onboarding. A party must notify the other of material contact-detail changes.

15. Governing law and disputes

This Agreement is governed by the laws of the Republic of South Africa. The parties will first try in good faith to resolve a dispute through written escalation. If unresolved, either party may approach a South African court with jurisdiction. Nothing prevents urgent court relief where necessary.

16. General

- Neither party may assign this Agreement in a way that materially prejudices the other without reasonable notice, except as part of a lawful business restructuring or sale where obligations are assumed.
- If any provision is invalid or unenforceable, the remaining provisions continue to apply.
- A failure to enforce a right immediately is not a waiver of that right.

- This Agreement and incorporated schedules are the entire agreement for the services described, replacing inconsistent prior discussions about those services.
- Headings are for convenience and do not change meaning.

Electronic acceptance

This document may be accepted electronically through DeskFlow onboarding, including by ticking an acceptance box, typing or drawing a signature, and submitting the onboarding form. The parties intend that electronic records and signatures may evidence agreement to the extent permitted by South African law.

Schedule 1 - Healthcare / Orthodontic Launch Defaults

Launch control	Default
Voice AI purpose	Support reception on selected unanswered, busy, unavailable or after-hours calls.
Appointment booking	Disabled unless separately configured, authorised and tested.
Live transfer	Disabled unless separately agreed.
Call recording	Off by default.
Minimum caller data	Caller name, callback number, new/existing/parent-guardian status, brief reason, potential urgency, concise summary.
Not requested by default	ID numbers, medical-aid details, payment information, full medical history, extensive symptoms, preferred callback time.
Urgency	Potentially urgent matters are flagged for practice review; no clinical triage.
Clinical advice / pricing	Not provided.
Follow-up wording	The practice team will follow up when next available / as soon as they are able.

The Client's onboarding submission may add or narrow these defaults. Any feature that changes a safety-sensitive default must be deliberately configured and tested before activation.

Schedule 2 - Trial activation record

Field	Recorded through onboarding / activation
Client legal/trading name	Captured in DeskFlow onboarding.
Authorised representative	Captured in DeskFlow onboarding.
30-day trial	Applies only if expressly approved by DeskFlow.
Trial start date	The live activation date confirmed by DeskFlow after final setup/testing/training.
Trial end date	30 calendar days after the live activation date unless otherwise confirmed in writing.
Trial charge	R0 unless a client-specific written order says otherwise.
Paid continuation	Requires explicit Client confirmation and first paid-service payment; no automatic conversion.

Electronic acceptance statement for onboarding

By selecting the required acceptance checkbox and submitting the DeskFlow onboarding form, the Client's authorised representative confirms that they have read, understood and agree to this Managed Services & Trial Agreement, including its incorporated schedules and the separate POPIA Operator & Data Processing Addendum.