

ANYSHIFT GENERAL TERMS AND CONDITIONS

Anyshift Solution is a platform incorporating an AI Assistant, designed for organizations seeking to enhance the stability and performance of their cloud infrastructures. Anyshift Solution is developed and operated by Anyshift Inc., a New York corporation with its registered office at 1411 Broadway FL 16, New York, NY, 10018, USA,

PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY BEFORE STARTING TO USE ANYSHIFT SOLUTION. BY USING ANYSHIFT SOLUTION, YOU CONFIRM THAT YOU ACCEPT THESE GENERAL TERMS AND CONDITIONS AND THAT YOU AGREE TO COMPLY WITH THEM. You shall not use nor access Anyshift Solution if you do not agree with the General Terms and Conditions or if you are unable to be legally bound by the General Terms and Conditions. If you are an individual entering these General Terms and Conditions on behalf of an entity, you represent and warrant that you have the legal authority to bind that entity to these General Terms and Conditions. You agree and acknowledge that these General Terms and Conditions may be modified by Anyshift from time to time at its sole discretion by posting the updated terms on the Platform.

ARTICLE 1. DEFINITIONS

In these General Terms and Conditions, the following terms shall have the meaning hereafter assigned to them:

Administrator	means Client's directors, representatives, employees authorized by Client to have access to Anyshift Product and control access by Authorized Users to Anyshift Product.
Agreement	means the General Terms and Conditions and the Documentation in its latest version made available on the website www.anyshift.io .
AI Assistant	Means the AI assistant "Annie" accessible from Slack application, and part of the Anyshift Solution.
Anyshift	Means Anyshift Inc., a New York corporation with its registered office at 1411 Broadway FL 16, New York, NY, 10018, USA.
Anomaly	Means defect and/or malfunction that is repetitive and reproducible by Client, preventing the normal operation of all or part of a technical solution. An Anomaly is considered as (i) a "Blocking Anomaly" when causing a technical solution to be inaccessible/unusable, (ii) a "Major Anomaly" when causing a degradation in the performance of a technical solution, including when it affects a major functionality of a technical solution that remains usable in degraded mode, and (iii) a "Minor Anomaly" when other than Blocking Anomaly or Major Anomaly.
APIs or Anyshift APIs	means the application programming interfaces developed and owned by Anyshift, made accessible to Clients, including Model Context Protocol (MCP) APIs, if any.
Authorized Users	means Client's employees authorized by an Administrator to access and use Anyshift Product.

Client	means the entity that agrees to enter into the Agreement, in order to use Anyshift Solution.
Client Data	Means all data made available to Anyshift by the Client while using Anyshift Solution.
Confidential Information	means any information or documents disclosed by either Party to the other Party in connection with the Agreement, whether in writing or orally, including, without limitation, all written or printed materials, marketing documentation, trade secrets, know-how, data, financial or business records, processes, diagrams, flow charts, source or object codes.
Custom Developments	Means any software, feature, functionality, or configuration specifically designed, developed, or customized by Anyshift for the Client, distinct from the standard features and functionalities of Anyshift Product, and subject to additional pricing.
Documentation	means the technical documentation related to Anyshift Solution, made available to Client by Anyshift through the website www.anyshift.io . The Documentation may be modified by Anyshift from time to time at its sole discretion by posting the updated Documentation on the website www.anyshift.io .
Intellectual Property Rights	means all intellectual and industrial property rights anywhere in the world, including, without limitation, any patent, copyright, trademark, trade name, design right, database right, know-how, and any other rights of a similar nature (whether or not capable of protection by registration) and the right to apply for any of them.
Operator	means Administrators and Authorized Users.
Operator Access Credential	Means, depending on the means of access by the Operator to Anyshift Product: login and password or API keys.
Party	means Client and Anyshift, referred to as a "Party" and collectively the "Parties".
Personal Data	means Personal Data within the meaning of Section 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Personal Data (hereinafter the "GDPR").
Platform or Anyshift Platform	means the platform developed and owned by Anyshift, accessible to Clients via a web browser at: https://app.anyshift.io/sign-in
Product or Anyshift Product	means the computer software, including Anyshift Platform, the AI Assistant and Anyshift APIs developed and owned by Anyshift.
Solution or Anyshift Solution	means Anyshift Product and Anyshift Technical Services.
Solution Data	means all data generated by the Client when using Anyshift Product.
Subscription Plan	means the price to be paid by Client to Anyshift in return for the right to use and access the Anyshift Solution under certain conditions determined in such plan. All Subscription Plans are described here: https://www.anyshift.io/pricing .

Technical Services or Anyshift Technical Services	means the technical services, provided by Anyshift to the Client, related to the operation of Anyshift Product.
Term	means the term of the Agreement as set out in article 8.1.
Third-Party Infrastructure Service	means any infrastructure service used by the Client, provided by a third-party service provider independent of Anyshift, and that can be connected to Anyshift Product. A list of such providers can be found here : https://docs.anyshift.io/pages/onboarding/overview_integrations

ARTICLE 2. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to define the conditions under which Anyshift undertakes to make Anyshift Solution available to Client and Client undertakes to use Anyshift Solution in accordance with the terms of the Agreement.

In the event of a contradiction between the contractual documents, these shall apply in the following order of precedence: (i) the General Terms and Conditions and (ii) the Documentation.

ARTICLE 3. DESCRIPTION OF ANYSHIFT SOLUTION

3.1. PRESENTATION OF ANYSHIFT SOLUTION

Anyshift Solution is a cloud infrastructure reliability service designed to help Clients monitor, analyze, and manage their cloud environment. Anyshift Solution includes the AI Assistant that delivers real-time insights, automates troubleshooting, and offers contextual recommendation based on a dynamic knowledge graph of the Client's cloud infrastructure. Additionally, Anyshift Solution provides Clients with APIs which allow Client to interact programmatically with Anyshift Solution and manage their cloud infrastructure.

3.2. ACCESS TO ANYSHIFT SOLUTION

Operators account creation on Anyshift Platform. To access Anyshift Solution, Client shall create an Administrator account on Anyshift Platform. The Administrator account holds the right to create secondary accounts to give Authorized Users access to Anyshift Solution using Operators' Access Credentials. Client is solely and entirely responsible for the access to Anyshift Solution by its Operators.

Access. All Operator Access Credentials are personal and confidential. Client must take all necessary security measures to protect their confidentiality (in particular by refraining from any communication to third parties). Client is solely responsible for the use of Operator Access Credentials. All access to Anyshift Solution made using the Operator Access Credentials is deemed to have been made by Client and therefore commits Client.

Integration of Third-Party Infrastructure Services. In order to use Anyshift Solution, Client shall connect its Third-Party Infrastructure Services to Anyshift Product, in accordance with the Documentation. Client shall ensure that Client's network and systems comply with the reasonable and relevant specifications provided by Anyshift in the Documentation. Anyshift Product supports a variety of integrations to help Client connect its infrastructure, code, and cloud environments for a unified knowledge graph and intelligent automation. Third-Party Infrastructure Services supported by Anyshift Product are listed in the Documentation. Such integration is key to enable Anyshift to provide its services as described herein.

3.3. RIGHT TO USE ANYSHIFT PRODUCT

3.3.1. License granted to Client

Client is granted a personal, non-exclusive, non-transferable and non-assignable right to use Anyshift Product worldwide, in accordance with the terms of the Agreement. This license is granted throughout the Term of the Agreement, subject to the use limits described below.

Accounts and cloud resources limits. Client acknowledges that the number of Third-Party Infrastructure Service accounts connected to Anyshift Product and the related volume of cloud resources shall be limited as specified in the Subscription Plan and in the Documentation. Any excess in the number of Third-Party Infrastructure Service accounts connected to Anyshift Product and/or in the related volume of cloud resources limits shall result in additional charges or restricted access, as further specified in the Subscription Plan and in the Documentation.

Anyshift APIs use limit. Client acknowledges that the use of Anyshift APIs, in particular the maximum number of calls to Anyshift APIs, may be limited by best practices specified in the Subscription Plan and in the Documentation. If Client's excess use of the Anyshift APIs over the limit specified in the Subscription Plan and in the Documentation impacts the availability of the APIs for other clients, Anyshift may temporarily suspend Client access pending a solution to be found between the Parties.

AI Assistant use limit. Client acknowledges that access to the AI Assistant is subject to fair usage policy, as specified in the Subscription Plan and in the Documentation. Specifically, the number of requests that can be made to AI Assistant is limited to a predefined maximum specified in Client's Subscription Plan. Any requests exceeding this limit will result in additional charges or restricted access, as further specified in the Subscription Plan and in the Documentation.

3.3.2. Anyshift's obligations

Anyshift complies with the laws and regulations applicable in the country where it is established.

Anyshift shall put in place the material, organisational and human resources necessary for the proper performance of the Agreement.

Anyshift undertakes to implement the appropriate technical measures to ensure the security, integrity and confidentiality of Client Data.

Anyshift's personnel, if they are required to work on the premises indicated by Client, shall comply with the internal rules and the health and safety rules in force on Client's premises, upon prior notification of the latter.

3.3.3. Client's obligations

Client complies with the laws and regulations applicable in the country where it is established. Client is required to use the Solution in accordance with its purpose and under the conditions provided for in the Agreement.

Client is responsible for the integration of its Third-Party Infrastructure Services to Anyshift Product, in accordance with the Documentation. In the context of such integration, Client acknowledges and agrees that the level of integration and permission granted to Anyshift shall be limited to that necessary for the provision of Anyshift Solution (infrastructure-level visibility only) and shall exclude access to any confidential data or content. Also, in case of change in the identity and/or means of access to Third-Party Infrastructure Services, Client shall promptly update the integration to Anyshift Product to enable continued provision of services by Anyshift.

Client is responsible for designating a representative with sufficient technical knowledge to complete the Third-Party Infrastructure Services integration process. If Client is unable to ensure such expertise, Anyshift may provide onboarding assistance upon request, subject to the terms specified in the Subscription Plan.

As described in the Documentation, the integration of some Third-Party Infrastructure Services to Anyshift Product may involve the deployment of Anyshift software code on Client infrastructure. Client is solely responsible for such deployment in accordance with the Documentation. In addition, Client shall perform all updates as notified by Anyshift to ensure the continuity of use of Anyshift Product.

While using Anyshift Product, and particularly the AI Assistant, Client shall ensure that the team using this Product is sufficiently skilled to assess the quality of the information provided. Anyshift Product shall be considered as an assistant to Client internal team and not as a substitute.

Client is solely responsible for the selection and use of Third-Party Infrastructure Services, and Anyshift shall not be held responsible in case of (i) issues or disruptions resulting from Third-Party Infrastructure Services, (ii) any change in Third-Party Infrastructure Services resulting in a disruption of integration with Anyshift Product, (iii) more generally, any configuration of Client infrastructure and cloud systems chosen by Client independently of Anyshift.

3.4. SERVICES ASSOCIATED WITH ANYSHIFT SOLUTION

3.4.1. Anyshift technical services

All Anyshift Technical Services listed below are included in all Subscription Plans and shall not involve any additional fee.

Hosting and backup. Anyshift hosts and organizes regular backups of Anyshift Product, Client Data and Solution Data on servers located in the USA.

Support. Anyshift makes available to Client a support service to (i) declare Anomalies and (ii) obtain assistance regarding the use of Anyshift Product. The support service is accessible by email at support@anyshift.io. The support service is available on Business Days during working hours (from 9:00 am to 6:00 pm CET). Any report of an Anomaly must include a detailed description of the Anomaly encountered, the conditions for reproducing the Anomaly and a description of the impact on the functioning of the Anyshift Product. Anyshift shall make its best efforts to handle support requests in a timely manner.

Maintenance. Anyshift integrates technical updates on an ongoing basis to Anyshift Product in order to correct any identified bug, and improve the Product. Corrective maintenance is included in all Subscription Plans. Whereas upgrades and new features are, at Anyshift sole discretion, either included or excluded from such Subscription Plans.

Reversibility. At any time during the Term, and within thirty (30) days from the end of the Agreement, Client may request from Anyshift, by email at support@anyshift.io, to recover the Solution Data that has been made available by Anyshift to Client through Anyshift Product. On receipt of a written request, Anyshift undertakes to use its best efforts to allow Client to recover such data in a timely manner and in one of the following formats, at the sole discretion of Anyshift: JSON or YAML or CSV. Client may use the data collected or transferred under this clause solely for its own internal purposes, strictly limited to ensuring business continuity, and shall be prohibited from using such data for any other purposes, including but not limited to commercial exploitation or disclosure to third parties. The Parties agree that any additional request is not included in Anyshift Technical Services and shall incur additional fees.

3.4.2. Anyshift additional services

The Parties agree that Anyshift additional services listed below are not part of the Subscription Plans and will be subject to additional invoicing in accordance with the Agreement.

Trainings. Client may ask Anyshift to provide trainings on Anyshift Product, namely support in Client's integration and control of Anyshift Product. The training service does not consist, for Anyshift, in carrying out tasks, missions or projects relating to Client's business activity, and is limited to training its teams on the use of Anyshift Product. Upon Client's request, Anyshift shall provide a quote for the requested training services.

Custom Developments. Client may ask Anyshift for Custom Developments. Any request for Custom Developments shall be made in writing, during the Term of the Agreement. Within thirty (30) days of the request for Custom Developments sent by Client, Anyshift undertakes to provide Client with a proposal including the technical specifications of the Custom Developments requested, the design deadlines and the consequences of the Custom Developments on Anyshift Solution, or the decline the request. The Parties agree that the Custom Developments requested by Client will not be specifically or exclusively dedicated to it and may be offered to other clients, given the nature of the Anyshift Product (SaaS).

ARTICLE 4. DATA OWNERSHIP

4.1. CLIENT DATA

All Client Data shared with Anyshift under the Agreement shall remain the sole property of Client.

Client grants Anyshift a license to use the Client Data for the purpose of the execution of the Agreement. In addition, Client authorizes Anyshift to use the Client Data (i) for internal research and development purposes, to improve Anyshift Product, including but not limited to its functionalities, performance, and user experience, and (ii) for statistical purposes, provided that such data is used in an anonymized and aggregated form. Client guarantees that Client Data are lawful and do not infringe the rights of third parties and holds Anyshift harmless against any third-party claims.

When Client Data are made accessible to Anyshift through Third-Party Infrastructure Services, Client guarantees that it has secured the right to access and use such Client Data by Anyshift with the third-party providers, for the purpose of the Agreement.

Client acknowledges and agrees that all Client Data communicated to Anyshift may be shared, where necessary, with Anyshift's subcontractors for the sole purposes mentioned above.

Upon termination of the Agreement, Anyshift shall delete all Client Data within fifteen (15) days following an express request from the Client by email at support@anyshift.io. In case there is no express request by the Client, Anyshift undertakes to delete Client Data within twelve (12) months from the end of this Agreement.

4.2. SOLUTION DATA

When Anyshift is the owner of the Solution Data, it hereby agrees to assign all rights in and to such Solution Data to the Client, for the sole purpose of the use of such data for Client's internal needs. Anyshift retains a license on such Solution Data for the purposes of (i) the execution of the Agreement, (ii) internal research and development purposes, to improve Anyshift Product, including but not limited to its functionalities, performance, and user experience, and (iii) statistical data, provided that such data is used in an anonymized and aggregated form.

When a third party is the owner of the Solution Data, particularly when Solution Data is created by the AI Assistant, Anyshift can only assign to the Client as much rights as the third-party provider does assign to its users. At least, Anyshift shall secure a license, for Client and Anyshift, to use such Solution Data for the purpose of the execution of the Agreement, and for the purpose of improving Anyshift Solution, including but not limited to its functionalities, performance, and user experience, as well as for statistical purposes, provided such data is used in an anonymized and aggregated form.

Client acknowledges and agrees that all Solution Data may be shared, where necessary, with Anyshift's subcontractors for the sole purposes mentioned above.

Upon termination of the Agreement, Anyshift shall delete all Solution Data within fifteen (15) days following an express request from the client by email at support@anyshift.io. In case there is no express request by the Client, Anyshift undertakes to delete Solution Data within twelve (12) months from the end of this Agreement.

ARTICLE 5. ANYSHIFT INTELLECTUAL PROPERTY

Subject to any third party rights, Anyshift is and remains the exclusive owner of all Intellectual Property Rights over Anyshift Product. The Agreement cannot under any circumstances be interpreted as an assignment and does not transfer to Client any title or ownership on Anyshift Product. The only right to Anyshift Product granted by Anyshift to Client according to the Agreement is the right to use described in article 3.

Except as expressly provided in the Agreement, Client shall not, directly or indirectly: (i) use Anyshift Product for purposes other than those authorised by the Agreement or for the

benefit of any other person or entity not referred to in the Agreement, and (ii) reproduce, copy, modify, adapt, transcribe, store, translate, represent, distribute, assign, lease or otherwise transfer Anyshift Product, in whole or in part, free of charge or not, for any reason whatsoever. Notwithstanding the foregoing, where specific software code developed by Anyshift shall be deployed on Client's infrastructure as described in the Documentation, Client is authorized to reproduce such code strictly for its internal business operations, for the purpose of the execution of the Agreement and in accordance with the terms and limitations set out in the Agreement. For the avoidance of doubt, such on-premises deployment shall not confer ownership rights to the Client, and all intellectual property rights in and to such software code shall remain vested exclusively in Anyshift.

In the event that Anyshift Product or part thereof is likely, according to Anyshift, to be the subject of an infringement action, Anyshift undertakes, at its sole discretion and expense, to: (i) modify or replace all or part of Anyshift Product in order to stop the infringement claim, or (ii) obtain the right to use the elements covered by the infringement claim from the third party owner, without any additional fee to be paid by Client, or (iii) terminate the Agreement under the conditions provided herein.

Anyshift shall defend, indemnify and hold Client harmless against any claim incurred as a result of claims, proceedings or legal actions brought against Client by a third party claiming that Client's use of Anyshift Product infringes any intellectual property rights of such third party. This warranty does not apply and Anyshift is not responsible for any claim or request arising out of: (i) an allegation that does not specifically indicate that the claim is based on Anyshift Product; (ii) the use or combination of Anyshift Product or part thereof with software, hardware or other elements not developed by Anyshift if the use of Anyshift Product without this combination would not constitute an infringement, (iii) the modification of Anyshift Product by a third party, if the use of the unmodified Anyshift Product would not constitute an infringement, or (iv) an allegation made against Client before the Agreement enters into force or based on actions taken by Client before the entry into force of the Agreement.

Client recognizes and accepts that Anyshift Product integrates some open-source components and third-party licensed components. Such components are used by Anyshift in compliance with their respective licenses, and Client acknowledges that their use may be subject to the terms and conditions of these licenses.

Particularly, Anyshift does not own nor develop the AI models deployed within the AI Assistant. Anyshift secures the rights with the related third party provider for use of the AI Assistant for the purpose and under the conditions of the Agreement. For the sake of transparency, the models used by Anyshift are disclosed here: <https://www.anyshift.io/terms>.

ARTICLE 6. FINANCIAL CONDITIONS

6.1. PRICING

Subscription Plans. In consideration of the access and use by Client of Anyshift Solution, Client agrees to subscribe to one of the Subscription Plans under the conditions set forth on the pricing page <https://www.anyshift.io/pricing>.

Cost of Anyshift additional services. On a case by case basis, and in consideration of any additional services provided by Anyshift, Client agrees to pay an additional fee under the condition set forth in the relevant quote and agreed upon by the Parties.

Price revaluation. The cost of the Subscription Plans and Anysfhit additional services will remain the same throughout the first year of use of the Solution and provision of Anyshift additional services. From the second year onwards, the Subscription Plans and any fees related to additional services shall be subject to an annual revaluation at each anniversary date of the Agreement while the Agreement is in force. Such revaluation shall be communicated by Anysfhit to Client at least three (3) months prior to the anniversary date of the Agreement.

All prices are in US Dollars, exclusive of costs and taxes. Particularly, where applicable, prices are subject to VAT at the rate prevailing at the time of invoicing.

6.2. PAYMENT CONDITIONS

Client agrees to pay the Subscription Plan and fees related to additional services until the Agreement is terminated by either Party under the conditions set forth on the pricing page: <https://www.anyshift.io/pricing>.

If Client does not pay the Subscription Plan or fees related to additional services in due course, and subject to a written notice sent by email to the address provided by Client which remains without effect during eight (8) days, Anyshift reserves the right to suspend Client's access to Anyshift Solution until complete payment.

ARTICLE 7. LIABILITY AND INSURANCE

7.1. ANYSHIFT LIABILITY

Exclusion of liability. In no event shall Anyshift be held liable to (i) Client in case of improper or fraudulent use of Anyshift Solution by Client or a third party to which Client has deliberately or negligently given access to or (ii) any other third party to the Agreement for any damage whatsoever.

Moreover, Client acknowledges, understands and accepts that the AI Assistant may make mistakes, and that under no circumstances can Anyshift, nor the AI model provider, be held responsible for any such errors.

Limitation of liability. Anyshift's liability shall be limited to direct, personal, and certain damages. The following damages shall be deemed indirect damages and excluded from Anyshift liability: loss of profits, loss of sales, loss of goodwill, commercial prejudice, the cost of procuring substitute services, loss consecutive to any failure or interruption of the internet or third-party internet connections or infrastructure as well as any loss caused by a virus or other technologically harmful event outside of Anyshift's control.

Anyshift shall not in any event be liable to the Client under this Agreement in contract, tort or otherwise or be deemed to be in breach of its obligations under this Agreement:

- for any delay in performing or failure to perform Anyshift's obligations to the extent that such delay or failure was due to a failure by the Client to perform its obligations under this Agreement, or to failure of Client's equipment or to a force majeure event as defined herein;
- for the consequences of any acts or omissions of the Client or its Operators or its employees, contractors or agents;

The total liability of Anyshift, whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed a sum equal to the total fees paid by the Client to Anyshift in the six (6) months preceding the event giving rise to the liability (VAT excluded).

The exclusions referred to under this article shall apply to the fullest extent permissible at law but nothing in this Agreement shall exclude liability for (i) death or personal injury caused by the negligence of Anyshift, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability which cannot be excluded by law.

7.2. CLIENT'S LIABILITY

Client shall bear any consequences and undertakes not to seek Anyshift's liability for any malfunction due to the use of Anyshift Solution by Client and its Operators contrary to the Agreement, the Documentation and any instructions for use provided by Anyshift.

Client undertakes to indemnify Anyshift against the financial consequences that Anyshift may have to suffer in the event of actions or claims directed against Anyshift by a third party resulting from Client's use of Anyshift Solution in breach of the Agreement.

Particularly, Client shall remain solely responsible for the management and use of Third-Party Infrastructure Services.

7.3. FORCE MAJEURE

Neither Party will be responsible or have any liability for any delay or failure to perform, to the extent such delay or failure is due to an event of *force majeure*, defined as: unforeseen circumstances or causes beyond its reasonable control, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, riots, terrorist or other malicious or criminal acts, war, pandemics, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather.

The affected Party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

7.4. INSURANCE

Anyshift and Client have taken out the necessary insurance policies to cover the risks associated with carrying out their activities. They undertake to provide supporting documents upon request.

ARTICLE 8. TERM AND TERMINATION

8.1. TERM OF THE AGREEMENT

The Agreement comes into force on the date of acceptance of the Agreement by the Client and shall remain active until terminated by either Party, under the conditions described below.

8.2. SUSPENSION AND TERMINATION

Suspension. In the event of use of the Anyshift Solution by Client that is contrary to the conditions set out in the Agreement, particularly any use that is (i) illegal, (ii) likely to alter the functioning of the Anyshift Solution, or (iii) an infringement of the Anyshift Solution, Anyshift may immediately suspend access to the Anyshift Solution by Client.

Termination. At any time, each Party may terminate this Agreement for convenience and without cause, upon providing the other Party with one (1) month prior written notice. To terminate the Agreement, the Party shall notify the termination to the other party by email or via registered letter with acknowledgment of receipt.

8.3. EFFECTS OF TERMINATION

In the event of termination of the Agreement, for any reason whatsoever:

- Client shall immediately cease using Anyshift Solution;
- Client shall pay all amounts due to Anyshift;
- Anyshift shall delete all Client Data and Solution Data under the conditions set forth in article 4.

Notwithstanding any termination of the Agreement for any reason, the obligations of the Parties under the clauses “Data Ownership”, “Anyshift Intellectual Property”, “Financial Conditions”, “Liability and Insurance”, “Confidentiality”, “Personal Data” and “Dispute Resolution and Governing Law”, shall remain in full force and effect, as the case may be, in accordance with the terms and conditions specified in said clause.

ARTICLE 9. CONFIDENTIALITY

9.1. OBLIGATION OF CONFIDENTIALITY

Throughout the Term of the Agreement and for a period of two (2) years from the end of the Agreement for any reason whatsoever, the Parties agree to (i) guarantee the confidentiality of the other Party’s Confidential Information in the same way as they protect the confidentiality of their own Confidential Information, (ii) only disclose and authorise the internal use of the Confidential Information to their employees, agents and/or representatives (and any authorised subcontractor) who strictly need to know such Confidential Information for the performance of the Agreement and who are bound by a written agreement protecting such Confidential Information under conditions at least equivalent to this Agreement; (iii) not to copy, reproduce, duplicate or use the other Party’s Confidential Information for any reason other than in connection with the performance of the Agreement; (iv) not to disclose the Confidential Information of the other Party to a third party, in any manner whatsoever (including verbally), for any reason whatsoever, without the prior written consent of that other Party, (v) not to use the Confidential Information directly or indirectly to obtain any commercial advantage whatsoever over the other Party in the event of the termination of the Agreement for any reason whatsoever.

It is understood between the Parties that the Confidential Information does not include information in respect of which one Party can demonstrate it is (i) in the public domain, (ii) was known by one Party prior to its disclosure to the other Party, (iii) was independently developed by one Party without breach of any obligation due to the other Party; or (iv) was

received from a third party without breach of any obligation due to the other Party or disclosed by mutual agreement between the Parties.

All Confidential Information sent by each of the Parties to the other Party must be destroyed within fifteen (15) days upon request. If a Party is required by law to disclose the other Party's Confidential Information, it shall inform the other Party in advance (to the extent legally permitted) and undertakes to provide it with reasonable assistance if that Party wishes to challenge such disclosure.

Each Party agrees that any breach of this article may cause damage to the other Party which shall be entitled to obtain compensation from a court of competent jurisdiction.

9.2. COMMERCIAL REFERENCES AND ADVERTISING

By way of exception to the above article 9.1, during the Term of this Agreement, each Party may refer to the other Party as a client or provider and may use the other Party's name, trade name and main logo (whether registered as a trademark or not) orally and in written commercial materials. The Parties agree that such commercial reference shall be strictly limited to the reproduction of such signs and the information of a commercial relationship between the Parties.

In any case, each Party undertakes not to damage the image, reputation and more generally the rights of the other Party.

ARTICLE 10. PERSONAL DATA

The Parties undertake to comply with the regulations applicable to the processing of Personal Data, including the GDPR.

Anyshift as a data processor. Client acts as data controller and Anyshift acts as a data processor for the processing of Personal Data through the Anyshift Solution. As a data processor, Anyshift acts solely on behalf of and under the instructions of Client within the strict scope of the Agreement, and for the provision of Anyshift Solution. The Personal Data processed by Anyshift are data related to Client's Operators' name and email, as well as any Personal Data that may be uploaded by Client with using the Solution.

For the sole purpose of the provision of Anyshift Solution in accordance with the Agreement, Anyshift may share Personal Data with subcontractors. The updated list of the main subcontractors of Anyshift is accessible at https://docs.anyshift.io/pages/privacy_security/.

As a processor of Personal Data, Anyshift undertakes to:

- process Personal Data only for the purpose of providing Anyshift Solution and in accordance with the Client's instructions. If Anyshift considers that an instruction constitutes a violation of the applicable regulations, it shall immediately inform Client thereof;
- to the extent possible, assist Client in fulfilling its obligation to respond to requests to exercise the rights of data subjects, it being noted that Client remains solely responsible for the management of the exercise of the rights of the data subjects and for their information at the time of collection of Personal Data;

- notify Client within twenty-four (24) hours of any Personal Data breach within the meaning of the applicable regulations. Such notification shall be accompanied by any relevant documentation to enable Client, if necessary, to notify the breach to the competent supervisory authority;
- take all necessary precautions to preserve the confidentiality and security of the Personal Data it processes and, in particular, prevent it from being distorted, damaged or communicated to unauthorised third parties, and more generally, implement appropriate technical and organisational measures;
- assist Client in carrying out impact assessments and consultations, questions, requests or due diligence by the competent supervisory authority, for example by providing useful information on the Anyshift Solution;
- provide Client with the necessary documentation to demonstrate compliance with all of its obligations;
- return any Personal Data at the end of the Agreement or delete it, unless there is a legal obligation for Anyshift to retain such Personal Data;
- inform Client if Anyshift is required by a judicial or administrative authority to provide access to the Personal Data, unless applicable law prohibits such disclosure for reasons of material public interest.

Anyshift as a data controller. Anyshift acts as data controller for the sole processing of Personal Data (name, email, phone number) of Client's employees or contractors involved in the negotiation and management of the Agreement. Anyshift processes such Personal Data for the purpose of managing its contractual relationship with the Client on the legal basis of the pre-contractual relationship and the performance of the Agreement. For more information, see Anyshift Privacy Policy accessible at <https://www.anyshift.io/privacy>.

ARTICLE 11. DISPUTE RESOLUTION AND GOVERNING LAW

The Agreement is governed by French Law. In case of difficulty relating to the interpretation and/or performance of the Agreement, the Parties undertake to cooperate in good faith with a view to finding an amicable solution to their dispute. Any dispute in relation to the Agreement shall be submitted - failing amicable agreement - to the competent courts of Paris, France.

ARTICLE 12. GENERAL

Compliance. Each Party shall comply with all applicable laws and regulations regarding the general conduct of business including without limitation all relevant anti-corruption and anti-bribery laws.

Notices. All notifications required by the Agreement shall be made, unless expressly stated otherwise, via email. For Anyshift, emails shall be sent at support@Anyshift.io.

Entire Agreement. The Agreement constitutes the entire understanding of the Parties and supersedes any prior written or oral agreement, express or implied. It represents the sole will of the Parties.

Subcontracting. Anyshift reserves the right to subcontract all or part of its obligations under the Agreement to the subcontractor of its choice. Anyshift remains solely responsible for the performance of the entire Agreement.

Assignment. This Agreement may not be assigned or transferred by a Party to a third party without the prior written consent of the other Party, except in the event of a merger, absorption resulting in the disappearance of Anyshift or the Client, or in the event of a change of control of Anyshift or the Client. In this case, the Agreement shall continue for the remaining period between Client or the legal entity that may replace the Client and Anyshift or the legal entity that may replace Anyshift. In any of these cases, notification of the other Party is mandatory.

Severability. If any one of the provisions of the Agreement proves to be null and void with regard to a rule of law in force or a court decision which has become final, it shall then be deemed unwritten, without however entailing the invalidity of the Agreement or altering the validity of its other provisions.

No waiver. The fact that a Party does not claim the application of any provision of the Agreement or tolerate its non-performance on a temporary or permanent basis, may under no circumstances be interpreted as a waiver by that Party of exercising the rights it holds hereunder.

Independence of the Parties. No provision of the Agreement can be interpreted as establishing a collaboration between the Parties, and Client must comply with the defined terms and conditions and shall hold Anyshift harmless against any claim by a third party concerning damage, losses or costs incurred as a result of Client's failure to comply with the aforementioned obligations.