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 BECAUSE THESE TERMS AND CONDITIONS GOVERN YOUR USE OF THE 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 the Platform or the 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, and in that case, "Client" as used in this Agreement will refer to that entity. 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, the Anyshift Solution, or we may send other communications. It's important that you review these General Terms and Conditions whenever we update them or you use the Anyshift Solution. If you continue to use the Anyshift Solution after we have posted updated General Terms and Conditions, it means that you accept and agree to the changes. Because the Anyshift Solution is evolving over time, we may change or discontinue all or any part of the Anyshift Solution, at any time and without notice, at our sole discretion.

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" which is accessible from Slack application and which forms 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 a 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" if the Anamoly does not meet the above criteria for a 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 or on behalf of 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. For clarity, the Anyshift Solution is the Confidential Information of Anyshift.
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, but excluding any Client Confidential Information or Client Data.
Documentation	means the technical documentation related to Anyshift Solution which is made available to Client by Anyshift through the website www.anyshift.io, as updated from time to time by Anyshift in its sole discretion.
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

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	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, collectively, the Documentation, Anyshift Product, the Anyshift Technical Services, and any Custom Development (as applicable).
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.
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 which is provided by a third-party service provider independent of Anyshift and that can be connected to Anyshift Product. A non-exhaustive 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 designed to deliver real-time insights, automate troubleshooting, and offer contextual recommendations 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 Client's 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 and use of the Anyshift Solution by its Operators.

Access. All Operator Access Credentials are personal and confidential. Client must take all necessary security measures to protect the confidentiality of the Access Credentials (in particular by refraining from any communication to third parties) and to notify Anyshift right away of any unauthorized use. Client agrees to provide Anyshift with accurate, complete and current account information when creating the Access Credentials and to keep this information up to date. Client is solely responsible for the use of Operator Access Credentials. Client is solely responsible for all access to and use of the Anyshift Solution made using the Client's applicable Operator Access Credentials.

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, and as between the Parties is solely responsible for ensuring, 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 designed to integrate with the Anyshift Product are listed in the Documentation.

3.3 RIGHT TO USE ANYSHIFT PRODUCT

3.3.1 License granted to Client

Client is granted a personal, revocable, non-exclusive, non-transferable and non-assignable right to use Anyshift Product worldwide for Client's internal business purposes solely 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, and Client hereby agrees to pay for any such applicable overages and additional charges.

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 or other limits 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, and Client hereby agrees to pay for any such applicable overages and additional charges.

3.3.2 Client's obligations

Client complies with the laws and regulations applicable in the country where it is established. Client's use of the Solution shall be in accordance with the conditions provided for in the Agreement, including without limitations the use restrictions provided in Article 5.

Client is solely responsible for the integration of its Third-Party Infrastructure Services to Anyshift Product, in accordance with the Documentation. 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 and Anyshift will not be responsible for any loss of service or delay caused by Client's failure to implement any such updates.

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 and shall conduct human review of all Solution Data.

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, or (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 the Anyshift Product, Client Data and Solution Data on servers located in the USA and makes commercially reasonable efforts to back up its servers.

Support. Anyshift makes available to Client a support service for Client to (i) declare Anomalies and (ii) obtain commercially reasonable 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 commercially reasonable efforts to handle support requests in a timely manner.

Maintenance. Anyshift may from time to time integrate technical updates to Anyshift Product designed to correct identified bug(s) or improve the Product. Corrective maintenance is included in all Subscription Plans. Anyshift may in its sole discretion offer Client upgrades or new features as and when available.

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 will 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

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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. Such training services provided by Anyshift shall be limited to training Client on the use of Anyshift Solution and shall expressly exclude the performance by Anyshift of any tasks, missions or projects relating to Client's business activity. Upon Client's request, Anyshift shall provide a quote for the requested training services, and such training services shall proceed in accordance with such mutually executed quote providing the budget, timeline, and other applicable details of such training services.

Custom Developments. During the Term, the Client may request, in writing, that Anyshift provide Custom Developments. Anyshift will take commercially reasonable efforts to provide Client with a proposal, within thirty (30) days of the request for Custom Developments sent by Client, including the technical specifications of the Custom Developments requested, the design deadlines and the consequences of the Custom Developments on Anyshift Solution, or will otherwise decline the request. The Parties agree that the Custom Developments will not be specifically or exclusively dedicated to Client and that Anyshift may make available or otherwise offer such Custom Developments to other clients.

Article 4. DATA OWNERSHIP

4.1 CLIENT DATA

Except as expressly provided in this Agreement, Client reserves all right, title and interest in and to all Client Data shared with Anyshift under the Agreement.

Client grants Anyshift a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform the Client Data for the purpose of operating and providing the Anyshift Solution or as otherwise necessary to perform Anyshift's obligations or enforce Anyshift's rights under this 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 represents, warrants and 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

Subject to applicable law, Anyshift hereby assigns all rights in and to the Solution Data to the Client, *provided* that Client acknowledges and agrees that where Solution Data is provided by a third party, including without limitation Solution Data generated by the AI Assistant, such Solution Data is not owned by Anyshift and accordingly Anyshift can only assign to the Client as much rights as such third-party provider has assigned to Anyshift. Without limiting the foregoing, Client hereby grants Anyshift a non-exclusive, transferable, worldwide, royalty-free license, with the right to sub-license through multiple tiers, to use, reproduce, modify, display, perform and distribute the Solution Data for the purposes of (i) operating and providing the Anyshift Solution, (ii) internal research and development purposes to improve Anyshift Solution, including but not limited to its functionalities, performance, and user experience, and (iii) the creation and development of statistical data, provided that such data is used in an anonymized and aggregated form. For clarity, as between Anyshift and Client, Anyshift shall own improvements, developments, modifications, or works of authorship developed, conceived or reduced to practice in connection with the foregoing (i) and (ii), but expressly excluding any Client Data or Confidential Information incorporated therein.

Article 5. ANYSHIFT INTELLECTUAL PROPERTY

As between the Parties, Anyshift is and remains the exclusive owner of all right, title and interest, including without limitation all Intellectual Property Rights, in and to the Anyshift Solution. The Agreement cannot under any circumstances be interpreted as an assignment and does not transfer to Client any title or ownership in or to the Anyshift Solution. The only right to any aspect of the Anyshift Solution granted by Anyshift to Client according to the Agreement is the right to use expressly described in Article 3, and no other rights are granted therein to Client, whether by implication, exhaustion, estoppel, or otherwise.

Without limiting the foregoing, except as expressly provided in the Agreement, Client shall not, directly or indirectly:

> **(i)** use the 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;

> **(ii)** reproduce, copy, modify, adapt, transcribe, store, translate, represent, distribute, assign, lease or otherwise transfer the Anyshift Product, in whole or in part, free of charge or not, for any reason whatsoever, *provided* that 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

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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, and 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;

(iii) post, upload, publish, submit or transmit any Client Data that: (a) infringes, misappropriates or violates a third party's Intellectual Property Rights, rights of publicity or privacy; (b) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (d) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (e) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (f) promotes illegal or harmful activities or substances;

(iv) Use, display, mirror or frame the Anyshift Solution or any individual element within the Anyshift Solution, Anyshift's name, any Anyshift trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Anyshift's express written consent;

(v) Access, tamper with, or use non-public areas of the Anyshift Solution, Anyshift's computer systems, or the technical delivery systems of Anyshift's providers;

(vi) Attempt to probe, scan or test the vulnerability of any Anyshift system or network or breach any security or authentication measures;

(vii) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Anyshift or any of Anyshift's providers or any other third party (including another user) to protect the Anyshift Solution;

(viii) Attempt to access or search the Anyshift Solution or download content from the Anyshift Solution using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Anyshift or other generally available third-party web browsers;

(ix) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(x) Use any meta tags or other hidden text or metadata utilizing a Anyshift trademark, logo URL or product name without Anyshift's express written consent;

(xi) Use the Anyshift Solution, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these General Terms and Conditions;

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(xii) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Anyshift Solution;

(xiii) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Anyshift Solution;

(xiv) Collect or store any personally identifiable information from the Anyshift Solution from other users of the Anyshift Solution without their express permission;

(xv) Impersonate or misrepresent Client's affiliation with any person or entity;

(xvi) Violate any applicable law or regulation; or

(xvii) Encourage or enable any other individual to do any of the foregoing.

Anyshift is not obligated to monitor access to or use of the Anyshift Solution or to review or edit any content. However, Anyshift reserves the right to do so for the purpose of operating the Anyshift Solution, to ensure compliance with this Agreement and to comply with applicable law or other legal requirements. Anyshift reserves the right, but is not obligated, to remove or disable access to any content, including Client Data, at any time and without notice, including, but not limited to, if Anyshift, in its sole discretion, considers it objectionable or in violation of this Agreement. Anyshift reserves the right to investigate violations of this Agreement or conduct that affects the Anyshift Solution. Anyshift also reserves the right to consult and cooperate with law enforcement authorities to prosecute users who violate the law.

In the event that the Anyshift Solution or part thereof is or is likely, in Anyshift's sole discretion, to be the subject of an infringement action, Anyshift may, at its sole discretion and expense: (i) modify or replace all or part of the Anyshift Solution 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, *provided* that the foregoing indemnity obligation does not apply to, 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.

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Client acknowledges and agrees that the Anyshift Solution may integrate third-party open-source components and third-party licensed components. Such components are used by Anyshift in compliance with their respective licenses, and Client acknowledges that the use of such materials by Client hereunder may be subject to the terms and conditions of such third-party restrictions or licenses.

Article 6.   FINANCIAL CONDITIONS

6.1   PRICING

Subscription Plans. In consideration of the access to and use of the Anyshift Solution, Client agrees to purchase a subscription plan as communicated by Anyshift. The applicable fees, scope, and conditions of the selected Subscription Plan shall be set out in a separate commercial proposal, order form, quote, or other written communication provided by Anyshift and agreed by the Parties.

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 any additional fees (each such fee, a "**One-Time Payment**") under the condition set forth in the relevant quote and agreed upon by the Parties.

General. By making a One-Time Payment or purchasing a Subscription Plan (each, a "**Transaction**"), the Client expressly authorizes Anyshift (or its third-party payment processor) to charge the Client for such Transaction. Anyshift may ask the Client to supply additional information relevant to the Transaction, including the Client's credit card number, the expiration date of the credit card, and the Client's email and postal addresses for billing and notification (such information, "**Payment Information**"). Client hereby represents and warrants that Client has the legal right to use all payment method(s) represented by any such Payment Information. When Client initiates a Transaction, Client thereby authorizes Anyshift to provide Client's Payment Information to third parties so Anyshift can complete the Transaction and to charge the payment method for the type of Transaction Client has selected (plus any applicable taxes and other charges). Client may need to provide additional information to verify Client's identity before completing the Transaction (such information is included within the definition of Payment Information). By initiating a Transaction, the Client agrees to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to Client within the Anyshift Solution or as otherwise communicated by Anyshift to Client. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Agreement.

Price revaluation. The cost of the Subscription Plans and Anyshift additional services will remain the same throughout the first year of use of the Solution and provision of Anyshift additional services. Anyshift reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the initial Term or in any renewal Term, upon sixty (60) days' prior notice to Customer (which may be sent by email). .

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.

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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 something unexpected happens while completing a Transaction, Anyshift reserves the right to cancel the Transaction for any reason; if Anyshift cancels a Transaction in accordance with the foregoing sentence, Anyshift will refund any payment Client has already remitted to Anyshift for such Transaction. Without limiting the foregoing, Client may cancel an active Subscription Plan at any time, *provided* that such cancellation will be effective at the end of the then-current Subscription Plan period. CLIENT WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, Client can send an email to contact@anyshift.io. Client will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription Plan period. If Client cancels a Subscription Plan, Client's right to use the Anyshift Solution will continue until the end of Client's then-current Subscription Plan period and will then terminate without further charges.

Article 7. LIABILITY AND INSURANCE

     7.1   ANYSHIFT LIABILITY

Warranty Disclaimers.

     <u>AI-Specific Disclaimers</u>. ANYSHIFT DOES NOT OWN NOR DEVELOP THE AI MODELS DEPLOYED WITHIN THE AI ASSISTANT; ANYSHIFT MAKES AVAILABLE A LIST OF THIRD-PARTY AI MODEL PROVIDERS LISTED HERE, WHICH MAY BE UPDATED OR REMOVED BY ANYSHIFT AT ANY TIME: HTTPS://WWW.ANYSHIFT.IO/TERMS. DUE TO THE NATURE OF MACHINE LEARNING, SOLUTION DATA MAY NOT BE UNIQUE AND THE ANYSHIFT SOLUTION MAY GENERATE THE SAME OR SIMILAR OUTPUT FOR CLIENT OR A THIRD PARTY. GIVEN THE PROBABILISTIC NATURE OF MACHINE LEARNING, THE ANYSHIFT SOLUTION MAY IN SOME SITUATIONS PRODUCE SOLUTION DATA THAT IS INACCURATE, INCORRECT, OFFENSIVE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY AND COMPLIANCE WITH APPLICABLE LAW OF THE SOLUTION DATA IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE PROMPTS PROVIDED AND CLIENT'S COMPLIANCE WITH THIS AGREEMENT, AND NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, ANYSHIFT WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM ANY PROMPTS, THE SOLUTION DATA OR THEIR USE. CLIENT SHALL EVALUATE THE CONTENT, NATURE, TONE AND ACCURACY OF ANY SOLUTION DATA AS APPROPRIATE FOR THE APPLICABLE USE CASE, INCLUDING BY USING HUMAN REVIEW OF THE SOLUTION DATA.

     <u>General Disclaimers</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE ANYSHIFT SOLUTION IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, ANYSHIFT EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Anyshift makes no warranty that the Anyshift Solution will meet Client's requirements or be available on an uninterrupted, secure, or error-free basis. Anyshift makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Anyshift Solution.

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.

Limitation of liability. ANYSHIFT'S LIABILITY SHALL BE LIMITED TO DIRECT, PERSONAL, AND CERTAIN DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ANYSHIFT WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING

WITHOUT LIMITATION 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, AND WHETHER SUCH LIABILITY IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, WHETHER OR NOT ANYSHIFT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

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 are fundamental elements of the basis of the bargain between Client and Anyshift and shall apply to the fullest extent permissible at law but nothing in this Agreement shall exclude liability for (i) fraud or fraudulent misrepresentation, or (ii) any other liability which cannot be excluded by law.

7.2   CLIENT'S LIABILITY

Without limiting Section 7.1, Anyshift is not liabilie for any errors or omissions arising from the use of Anyshift Solution by Client and its Operators which is not in accordance with the terms and conditions of the Agreement, the Documentation or any instructions for use provided by Anyshift.

Client shall indemnify, defend and hold harmless Anyshift for all losses, judgments, fines and costs arising from any third-party claim, loss, proceeding, or other liability (each, a "Claim")alleging that Client's use of Anyshift Solution was in breach of the Agreement.

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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

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;

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▪ 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. Without limiting the foregoing, and subject to applicable law, each Party agrees to maintain the confidentiality of any Confidential Information which is maintained by the other Party as a trade secret for as long as the disclosing Party maintains such Confidential Information as a trade secret.

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, and any goodwill generated by such use will inure solely to the owner of such name, trade name or logo.

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 while 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 will take commercially reasonable efforts 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;

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- 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

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. In the event of any difficulty relating to the interpretation and/or performance of this Agreement, the Parties agree to cooperate in good faith to seek an amicable resolution of their dispute. Any dispute arising out of or in connection with this Agreement that cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the state and federal courts located in New York County, New York.

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.