# FOCOOS AI - SERVICES TERMS AND CONDITIONS -

Effective Date: June 8, 2025

Last Updated: August 2, 2025

These Terms and Conditions ("Terms") govern Your access to and use of the Services (as defined in Article 2) provided by FOCOOS AI S.r.l. ("FOCOOS AI," "We," "Us," or "Our").

BY REGISTERING FOR AN ACCOUNT OR BY ACCESSING OR USING ANY PART OF OUR SERVICES THROUGH OUR SITE (www.focoos.ai), YOU, AND THE LEGAL ENTITY YOU REPRESENT (IF APPLICABLE), AGREE TO BE LEGALLY BOUND BY THESE TERMS. THESE TERMS ALSO INCORPORATE BY REFERENCE: (I) OUR PLATFORM SERVICE PRIVACY POLICY (AVAILABLE AT www.focoos.ai/legal); (II) OUR DATA PROCESS AGREEMENT AVAILABLE AT [www.focoos.ai/legal] ("DPA"); (III) OUR ACCEPTABLE USE POLICY (PROVIDED AS ANNEX A) ("AUP"); (IV) OUR MODEL OUTPUT LICENSE FRAMEWORK (PROVIDED AS ANNEX B) ("MOL FRAMEWORK"); AND (V) IF APPLICABLE TO YOUR SERVICE PLAN, OUR SERVICE LEVEL AGREEMENT (PROVIDED AS ANNEX C) ("SLA") AND SUPPORT SERVICES POLICY (PROVIDED AS ANNEX D).

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY, ORGANIZATION, OR OTHER LEGAL ENTITY ("BUSINESS USER"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES.

IF YOU ARE USING THE SERVICES AS AN INDIVIDUAL FOR PERSONAL, NON-PROFESSIONAL PURPOSES ("CONSUMER"), YOUR ACCEPTANCE BINDS YOU PERSONALLY. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES.

PLEASE READ THIS INTRODUCTION AND ALL TERMS CAREFULLY BEFORE USING OUR SERVICES. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, OBLIGATIONS, AND KEY CONSIDERATIONS FOR USING ARTIFICIAL INTELLIGENCE TECHNOLOGIES.

## 1. DEFINITIONS

The following capitalized terms, when used in these Terms and Conditions ("**Terms**"), shall have the meanings set forth below. Other capitalized terms may be defined within the context of specific Articles or Sections herein, and such definitions shall apply equally.

| Art. | Term | Definition |
|---|---|---|
| 1.1. | **"Acceptable Use Policy"** or **"AUP"** | means the policy governing Your use of the Services, made available at www.focoos.ai/legal, and incorporated by reference into these Terms. |

| 1.2. | **"Account"** | means the user Account You create to access and use the Services, including any associated credentials and configuration settings. |
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| 1.3. | **Account & Usage Data** | All personal data collected from and about You in connection with Account registration, authentication, profile management, and use of the Services (e.g. name, email, usage logs, device metadata). |
| 1.4. | **"AI Act"** | means Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonised rules on artificial intelligence (Artificial Intelligence Act), as may be amended, supplemented, or superseded from time to time, and any related EU or national implementing laws and official guidance. |
| 1.5. | **"AI Literacy"** | means a level of understanding of the capabilities, limitations, potential biases, and appropriate uses of artificial intelligence systems, consistent with principles such as those outlined in Article 4 of the AI Act. |
| 1.6. | **"Anyma Engine" or "Anyma"** | means FOCOOS AI's proprietary, internal Neural Architecture Search (NAS) engine, including its underlying algorithms, search methodologies, and optimization techniques, which FOCOOS AI uses to generate the FOCOOS AI-Provided Architectures. |
| 1.7. | **"APIs" (Application Programming Interfaces)** | means the application programming interfaces, including associated software development kits (SDKs, other than the Focoos SDK specifically), libraries, tools, and Documentation, made available by FOCOOS AI for programmatic interaction with the Platform or certain functionalities of the Services. |
| 1.8. | **"Architecture(s)" or "AI Architecture(s)"** | means the foundational structural design, blueprint, or underlying mathematical structure of an artificial intelligence model, particularly a neural network, defining its components (such as layers, neurons, and activation functions), their interconnections, and the overall organization, prior to the introduction or learning of specific weights through training on a particular dataset. |
| 1.9. | **"Authorized User(s)"** | means, for Business Users, those individuals (such as employees, consultants, or contractors) whom the Business User authorizes to access and use the Services under its Account and for its benefit, and for whose compliance with these Terms the Business User remains fully responsible. |
| 1.10. | **"Business User"** | means any natural or legal person, including but not limited to a company, public or private entity, foundation, professional (as defined, for example, under Article 3(1)(c) of the Italian Consumer Code), freelancer (e.g., with a VAT registration number or equivalent business identifier), or any other entity using the Services in the course of its commercial, business, craft, or professional activities. This also includes individuals acting on behalf of such an entity. |

| 1.11. | **"Client," "You,"** or **"Your"** | refers to the individual natural person (if a Consumer) or the legal entity (if a Business User) agreeing to and bound by these Terms. |
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| 1.12. | **"Client Contribution"** | means the unique numerical values for weights, biases, hyperparameters, and other parameters that are the direct and original result of Client's efforts in training or fine-tuning a FOCOOS AI-Provided Architecture using Client Data on the Platform or with the Focoos SDK. Client Contributions are distinct from the underlying FOCOOS AI-Provided Architecture and from the Client Data used for training. |
| 1.13. | **"Client Customized Model"** | means an AI model that results from Client's combination of a FOCOOS AI-Provided Architecture with Client Contributions through Client's training or fine-tuning activities using the Services. |
| 1.14. | **"Client Data"** | means all data, information, text, images, video, audio, code, algorithms, annotations, metadata, and any other materials in any form or medium, that are uploaded, provided, submitted, inputted, generated by Client (other than Client Contributions), or otherwise made accessible by or for Client to the Platform or through the Focoos SDK for use in connection with the Services. |
| 1.15. | **"Confidential Information"** | means all non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. |
| 1.16. | **"Consumer"** | means a natural person acting for purposes that are primarily outside their trade, business, craft, or profession (e.g., for personal study, education, or non-commercial research). This status is determined in accordance with applicable European Union and Italian consumer protection laws (e.g., Article 3(1)(a) of Italian Legislative Decree No. 206/2005, the "Italian Consumer Code"). |
| 1.17. | **Consumer Content** | Any images, text, models, files or other materials that You upload, submit or otherwise provide through the Services when acting as a Consumer (non-commercial, personal purposes or household activity). |
| 1.18. | **Controller** | has the meaning set out in Article 4(7) GDPR: means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law. |
| 1.19. | **"Data Act"** | means Regulation (EU) 2023/2854 of the European Parliament and of the Council on harmonised rules on fair access to and use of data, as may be amended or superseded. |

| 1.20. | **"Data Processing Addendum" Data Processing Agreement or "DPA"** | means FOCOOS AI's data processing agreement, applicable to Business Users where FOCOOS AI processes Personal Data on their behalf as a data processor, available at www.focoos.ai/legal and incorporated by reference into these Terms for such Business Users. |
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| 1.21. | **"Documentation"** | means FOCOOS AI's official user guides, technical manuals, API specifications, operational instructions, and other materials concerning the Services, as made available by FOCOOS AI at https://focoosai.github.io/focoos/ and updated from time to time. |
| 1.22. | **"Effective Date"** | means the date upon which this Agreement commences as specified in the introductory paragraphs of these Terms. |
| 1.23. | **"EU Software Directive"** | means Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs, as amended or superseded, and its national implementing legislation in relevant EU Member States, including Italy. |
| 1.24. | **"Feedback"** | means any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or its Authorized Users relating to the Services or FOCOOS AI IP. |
| 1.25. | **"Fees"** | means the charges payable by Client to FOCOOS AI for access to and use of the Services, as specified in the applicable Service Plan, Order Form, or on FOCOOS AI's Pricing Page. |
| 1.26. | **"FOCOOS AI"** | means FOCOOS AI S.r.l., an Italian company, with registered office at Via Giuseppe Galliano 15, 10129, Torino(TO), VAT number 12783970010 , and contact email support@focoos.ai. Also referred to as "**We**," "**Us**," or "**Our**." |
| 1.27. | **"FOCOOS AI IP"** | means all intellectual property rights owned by or licensed to FOCOOS AI worldwide, whether registered or unregistered. This includes, without limitation, the Platform (including the Anyma Engine), the Focoos SDK (including FOCOOS AI Proprietary SDK Extensions), all FOCOOS AI-Provided Architectures, FOCOOS AI Trademarks, Documentation, Our Confidential Information, patents, copyrights (including rights in software, graphical user interfaces, databases, and AI-generated code where FOCOOS AI is deemed the author under applicable law), trade secrets, know-how, design rights, and any and all improvements, derivative works, modifications, or enhancements to any of the foregoing developed by or for FOCOOS AI. |
| 1.28. | **"FOCOOS AI-Provided Architectures"** | means Architectures that FOCOOS AI makes available to Client (e.g., through the Platform, discoverable via the Anyma Engine, or provided as part of the Services). These are FOCOOS AI IP, provided as foundational blueprints, typically without pre-trained weights from FOCOOS AI, and serve as a starting point for Client to create Client Customized Models. This category includes "FOCOOS AI Standard Architectures" and, if offered and subscribed to by Client, "FOCOOS AI Premium Architectures. |

| 1.29. | **FOCOOS AI Indemnitees** | has the meaning stated in Article 9.2 of these Terms. |
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| 1.30. | **"FOCOOS AI Premium Architectures"** | are specific FOCOOS AI-Provided Architectures developed, curated, or optimized proprietarily by FOCOOS AI, which are designated by FOCOOS AI as "Premium." These may offer unique, advanced, or highly specialized features and are subject to distinct licensing terms, usage restrictions, or Fees as detailed in Client's Order Form. |
| 1.31. | **"FOCOOS AI Proprietary SDK Extensions"** | means any proprietary software libraries, modules, code snippets, or tools developed by FOCOOS AI and distributed with or for use in conjunction with the Focoos SDK, which are not themselves licensed by FOCOOS AI under an Open Source License. This includes, for example, certain proprietary extensions based on or for interaction with Detectron, as further specified in the Documentation. |
| 1.32. | **"FOCOOS AI Standard Architectures"** | are FOCOOS AI-Provided Architectures that FOCOOS AI generates or makes available, which may be based on, incorporate, or be derived from publicly known open-source model architectures (e.g., included but not limited to: ConvNextV2, MiT, MobileNetV2, ResNet, STDC, Swin, Mask2Former, RTDetr). For the purposes of this Agreement, these are considered by FOCOOS AI to be derivative works of such Open Source Components and are subject to compliance with applicable Open Source Licenses when used by Client. |
| 1.33. | **"FOCOOS AI System"** | means, for the purposes of AI Act considerations as outlined in Article 5, the combination of the Platform, Focoos SDK, and the Anyma Engine, as tools and components provided by FOCOOS AI for the development of AI systems. |
| 1.34. | **"FOCOOS AI Trademarks"** | means the name "FOCOOS AI," the logo "FOCOOS AI®," and any other registered or unregistered trademarks, service marks, trade names, logos, domain names, and distinctive signs owned, used, or claimed by FOCOOS AI in connection with its Services. |
| 1.35. | **"Focoos SDK"** | means FOCOOS AI's software development kit, the core of which is available under an MIT License at https://github.com/FocoosAI/focoos. The Focoos SDK includes these core open-source components, any FOCOOS AI Proprietary SDK Extensions, associated libraries, tools, and Documentation, all designed to facilitate programmatic interaction with the Platform or the development of AI models. |
| 1.36. | **"Free Plan"** | means a Service Plan offered by FOCOOS AI that may have limited features, functionalities, or usage limits and is provided without recurring Fees, subject to these Terms. |
| 1.37. | **"GDPR"** | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. |

| 1.38. | "High-Risk Addendum" | means a separately executed written addendum to these Terms, entered into by authorized representatives of Client and FOCOOS AI, which supplements and amends the Terms solely with respect to the Client's use of the Services, any FOCOOS AI-Provided Architecture, or any Client Customized Model for a High-Risk AI Use (as defined in Article 5). Such Addendum may specify additional technical, operational, or commercial terms, compliance measures, risk-management obligations, support limitations, and fees applicable to the high-risk application. |
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| 1.39. | "High-Risk AI System" | has the meaning ascribed to it under the AI Act (e.g., systems listed in Annex III thereof, potentially in conjunction with Annex I) or means an AI system used in a "High-Risk AI Use". |
| 1.40. | "High-Risk AI Use" | means the use of an AI system in a manner that would classify it as a "High-Risk AI system" under the AI Act. |
| 1.41. | Household Exemption | The GDPR exclusion for processing by a natural person in the course of purely personal or household activities (Art. 2(2)(c) GDPR). |
| 1.42. | "Intellectual Property Rights" | means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world. |
| 1.43. | "Italian Consumer Code" | means Italian Legislative Decree No. 206/2005, as amended, implementing EU consumer protection directives. |
| 1.44. | "Model Card(s)" | Model Card(s)" means documentation providing key information about an AI model or Architecture, such as its intended purpose, development data (if applicable), performance metrics, limitations, and ethical considerations, consistent with transparency principles like those in the EU AI Act. Model Cards form a key part of the Transparency Documentation. |
| 1.45. | "Model Output License (MOL) Framework" | means the set of essential minimum terms and principles, as specified by FOCOOS AI in Annex B, that Client is required to incorporate into its license agreements when Client distributes or sublicenses its Client Customized Models to third parties. |
| 1.46. | "Open Source Components" | means any software, libraries, data, models, or other materials incorporated into or used by the Focoos SDK or FOCOOS AI-Provided Architectures that are licensed under an Open Source License. |
| 1.47. | "Open Source Licenses" | means any software license approved as an "open-source license" by the Open Source Initiative (OSI) or any substantially similar license meeting the Open Source Definition, including, by way of example and not limitation, the MIT License, Apache License 2.0, and GNU General Public Licenses (GPL). |

| 1.48. | **"Order Form"** | means the ordering document, online sign-up or subscription form, or other ordering process (including any exhibits, schedules, or addenda thereto) mutually agreed upon by FOCOOS AI and Client for the subscription to the Services, which may specify, among other things, the subscribed Service Plan, Subscription Term, applicable Fees and any other specific terms applicable to Client's subscription. |
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| 1.49. | **"Personal Data"** | has the meaning ascribed to it under the GDPR. |
| 1.50. | **Personal Data Breach** | has the meaning set out in Article 4(12) GDPR. |
| 1.51. | **"Platform"** | means FOCOOS AI's proprietary Software-as-a-Service (SaaS) cloud platform, including its server-side code (object and source code to the extent not delivered), graphical user interface (GUI), APIs, data schemas, training and inference pipelines, the Anyma Engine as an integral component, and all underlying technology, infrastructure, and Documentation used to provide the Services. |
| 1.52. | **"Pre-Trained Model(s)"** | means AI models offered by FOCOOS AI that include foundational weights pre-trained by FOCOOS AI, typically on open-source or publicly available datasets, and made available as part of the Services for Client's further use or fine-tuning. |
| 1.53. | **"Premium Plan(s)"** | means one or more subscription-based Service Plans offered by FOCOOS AI with extended functionalities, higher usage limits, and/or dedicated support, for which Fees are payable, as detailed on FOCOOS AI's website or in an Order Form. |
| 1.54. | **"Privacy Policy"** | means FOCOOS AI's privacy policy describing its collection, use, and disclosure of Personal Data, available at www.focoos.ai/legal and incorporated by reference into these Terms. |
| 1.55. | **"Processor"** | has the meaning set out in Article 4(8) GDPR. |
| 1.56. | **"Provider"** | under the AI Act (Article 3(2)) means a natural or legal person, public authority, agency or other body that develops an AI system or that has an AI system developed and places it on the market or puts the system into service under its own name or trademark, whether for payment or free of charge. Client acknowledges it may become a Provider under the AI Act based on its use of the Services as detailed in Article 5. |
| 1.57. | **"Registered Business User"** | means an individual natural person (such as an employee, consultant, or contractor) who is formally designated and authorized by a Business User to access and operate the Services on the Platform and/or use the Focoos SDK under the Business User's Account, for whom credentials have been validly issued, and who acts under the direction and responsibility of that Business User. |

| 1.58. | **"Services"** | means all Services provided by FOCOOS AI to Client under these Terms, including but not limited to access to and use of the Platform (which includes the capabilities of the Anyma Engine), the Focoos SDK, FOCOOS AI-Provided Architectures, any Pre-Trained Models offered by FOCOOS AI, Documentation, and any associated support or professional Services, all as may be further described in an Order Form or Service Plan. |
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| 1.59. | **"Site"** | means FOCOOS AI's corporate website located at **https://focoos.ai/** and any successor or related sites designated by Us. |
| 1.60. | **"Subscription Term"** | means the duration for which Client has subscribed to a particular Service Plan, as specified in the applicable Order Form or, for Free Plans, as long as the Account remains active and not terminated in accordance with these Terms. |
| 1.61. | **"Terms"** | means these Services Terms and Conditions, including all schedules, annexes, and documents expressly incorporated herein by reference (such as the Privacy Policy, DPA, MOL Framework, AUP, and any applicable Order Form), as may be amended by FOCOOS AI from time to time in accordance with Article 11. |
| 1.62. | **"Transparency Documentation"** | means the collection of documents and information that FOCOOS AI makes available for its FOCOOS AI-Provided Architectures and Pre-Trained Models, which may include, as applicable, Model Cards, lists of primary Open Source Components, and information on their respective Open Source Licenses. |
| 1.63. | **Usage Data** | Aggregated or anonymized data about how the Services are accessed and used, including logs, performance metrics and statistics. |

**2.  INTRODUCTION TO FOCOOS AI SERVICES AND KEY CONSIDERATIONS**

2.1.  **Overview of FOCOOS AI Services.**

FOCOOS AI provides a suite of advanced Services designed to empower users in the field of computer vision and artificial intelligence. Our core offerings, collectively referred to as the "Services," include:

a.  A sophisticated Software-as-a-Service cloud platform located in the European Union (the "Platform"), enabling You to design, train, test, and export computer vision models.

b.  An open-source Software Development Kit (the "Focoos SDK," primarily available under the MIT License as detailed at https://github.com/FocoosAI/focoos), which allows programmatic interaction with Platform functionalities.

c.  Access to neural network architectures ("Architectures"), including those automatically produced and optimized by Our proprietary "Anyma" Neural Architecture Search (NAS) engine. These Architectures are provided by Us as foundational blueprints, typically without pre-trained weights.

2.2.  **Important Concepts for Using Our AI Services.**

To effectively and responsibly use Our Services, it is crucial to understand the following concepts:

a.  Architectures vs. Customized Models:

i.  FOCOOS AI-Provided Architectures: FOCOOS AI primarily provides the structural design (the "Architecture") for AI models. Some pre-designed Architectures or "Pre-Trained Models" offered by FOCOOS AI may include foundational weights derived from open-source datasets. However, these are distinct from fully operational models ready for specific production use cases. The intellectual property rights in FOCOOS AI-Provided Architectures are owned by FOCOOS AI, as detailed in Article 7.

ii. Client Customized Models: You are responsible for creating Your production-ready AI models ("Client Customized Models") by fine-tuning or training a FOCOOS AI-Provided Architecture using Your own datasets ("Client Data"). The resulting combination of the Architecture, Your specific trained weights ("Client Contributions"), and Client Data constitutes Your Client Customized Model. You are solely responsible for the development, performance, deployment, and legal compliance of Your Client Customized Models.

b.  Understanding Your Role and Obligations Under the EU AI Act:

i.  FOCOOS AI's Status: FOCOOS AI S.r.l. is a Provider established in the European Union (Italy). Our Services and the AI systems they facilitate are subject to Regulation (EU) 2024/1689 (the "AI Act") when used in the EU context. FOCOOS AI complies with its obligations under the AI Act applicable to its role, including those concerning transparency and documentation for the tools and Architectures We provide. For instance, FOCOOS AI-Provided Architectures are mathematical blueprints and, as such, do not initially constitute "AI models" under Article 3(1) of the AI Act. When You integrate weights (whether pre-trained by Us from open datasets or Your Client Contributions), the resulting system may be classified, for example, as an AI Component of a downstream AI System (not General Purpose) under the AI Act. Our Platform, in its standard configuration, is generally considered a limited-risk AI system under Chapter IV of the AI Act.

ii. Your Potential Role as an "AI System Provider": It is critical that You understand that when You train, substantially modify, adapt, customize, or fine-tune a FOCOOS AI-Provided Architecture (whether within or outside the EU) and subsequently use, distribute, sublicense, place on the market, or put into service the resulting Client Customized Model, You may assume the legal role and full responsibilities of a "Provider" of an AI system under Article 3(2) of the AI Act. This is particularly likely if You:

- Make substantial modifications to the Client Customized Model that alter its intended purpose or safety characteristics;

- Determine the final functionalities or intended purpose of the Client Customized Model; or

- Place the Client Customized Model on the market or put it into service under Your own name or trademark.

iii. Implications of High-Risk AI Use: if Your Client Customized Model, as modified or purposed by You, is intended for a use case listed in Annex III of the AI Act (e.g., critical infrastructure management, biometric identification, credit scoring of natural persons, employment selection, access to essential public Services) and is itself a product, or a safety component of a product, that is covered by European Union harmonization legislation listed in Annex I of the AI Act (e.g., medical devices, machinery, toys), Your Client Customized Model will likely be classified as a "High-Risk AI system" under Article 6(2) of the AI Act.

iv. Your Obligations for High-Risk AI Systems: if You become a Provider of a high-risk AI system, You are solely responsible for fulfilling all associated regulatory requirements under the AI Act or other applicable legislations. These include, but are not limited to, implementing a quality management system (QMS), conducting conformity assessments, affixing CE marking, maintaining technical documentation and logs, ensuring human oversight, and meeting stringent requirements for data governance, accuracy, robustness, and cybersecurity, as detailed in Chapter III of the AI Act. While FOCOOS AI will cooperate with You as may be required by law for an ex-Provider (e.g., under Article 25(2) of the AI Act), FOCOOS AI does not assume Your legal obligations as a Provider of a high-risk AI system.

v. Your Responsibility to Assess: You are solely responsible for autonomously assessing whether Your modifications, customizations, and intended uses of Client Customized Models result in: (1) a change in Your legal role from a mere deployer to a "Provider" under the AI Act; and/or (2) a reclassification of the Client Customized Model to the "high-risk" category. FOCOOS AI disclaims all liability for regulatory obligations arising from such modifications, customizations, or uses undertaken by You that deviate from the original configuration or intended limited-risk nature of the tools We provide.

c. Transparency Documentation Provided by FOCOOS AI: To support Your due diligence and compliance efforts, FOCOOS AI endeavors to provide transparency documentation for Our FOCOOS AI-Provided Architectures and certain Pre-Trained Models. This documentation, accessible via the Platform dashboard or other means We specify. It is Your responsibility to download, review, and retain this documentation when You export or deploy a Client Customized Model, as it is crucial for demonstrating provenance and compliance to Your partners, investors, and regulatory authorities.

2.3. **Use of Services and Territoriality.**

a. Access to Site and Services: Provided You are eligible and comply with these Terms, We grant You a limited, non-exclusive, non-transferable, and revocable license to access Our website ("Site") and use the Services for Your internal research and development or commercial purposes, as permitted by Your subscription and these Terms. You may download or print portions of content from the Site to which You have properly gained access for such purposes. This license may not be used on behalf of, or for the benefit of, any third party unless expressly permitted by Your subscription (e.g., for developing products for Your Clients).

b. Compliance Beyond the EU: Once You download, modify, customize, or fine-tune a Client Customized Model and potentially use, deploy, or distribute it outside the European Union, You are solely responsible for assessing and complying with all applicable laws and regulations in the relevant jurisdictions (e.g., USA, Japan, etc.). This assessment should consider the place of use, the nature of the model's output, any involvement of EU-based individuals or data, the regulatory status of the sector, any high-risk classification, and the intended purpose (commercial, public, personal, etc.). FOCOOS AI disclaims all liability regarding Your use of Client Customized Models in non-EU regulatory contexts and strongly advises You to consult local legal counsel in such jurisdictions.

2.4. **Summary of Roles in Different Scenarios.**

The following table provides a simplified overview of typical roles. Detailed rights and obligations are set forth in these Terms.

| Operational Scenario | FOCOOS AI's Typical Role | Client's Typical Role |
|---|---|---|
| Client uses Platform via SaaS/API | SaaS Provider; Provider of GPAI components (Architectures) | Deployer (limited to use via API as per Terms) |
| Client downloads Client Customized Model (on-premises) | Provider of GPAI components (Architectures) up to point of delivery | Deployer; potentially new Provider if Client resells, substantially modifies, or changes intended (high-risk) purpose |
| Client uses Client Customized Model "as-is" after download | Ex-Provider (cooperation duties may apply under AI Act) | Deployer |
| Client changes purpose to High-Risk (Annex III AI Act) for Client Customized Model \| Ex-Provider (cooperation duties may apply, e.g., Art. 25(2) AI Act) \| New Provider (with full AI Act high-risk obligations) | Client substantially modifies / re-brands Client Customized Model \| Ex-Provider (cooperation duties may apply, e.g., Art. 25(2) AI Act) | New Provider (with full AI Act obligations, potentially high-risk) |

2.5. **Important Disclaimer Note.**

FOCOOS AI provides powerful tools and Architectures. However, We do not warrant that Our FOCOOS AI-Provided Architectures are error-free or that any Client Customized Model You develop will meet Your specific requirements or satisfy any particular industry-specific regulatory standards beyond what is expressly stated for Our core offerings. Always refer to the detailed "Limited Warranties, Disclaimers, and Critical Use Restrictions" (Article 8) and "Limitation of Liability and Indemnification" (Article 9) clauses in these Terms before putting any Client Customized Model into a production environment.

2.6. **Legal Acceptance and Binding Effect According to User Classification**

    a.   If You are a Business User (e.g., a company, public entity, professional, or freelancer acting for business purposes):

        i.   You represent and warrant that You have the full legal authority to bind Your entity to these Terms;

        ii.   You accept these Terms, the Privacy Policy, the DPA and agree to adhere to the MOL Framework when distributing Your models;

        iii.   You acknowledge that using the Services to develop or deploy AI systems in contexts that could be classified as "high-risk" under the AI Act requires Your prior, independent assessment of conformity and assumption of all related responsibilities, including CE marking if applicable;

        iv.   You warrant that all individuals You authorize to use the Services on Your behalf will comply with these Terms and all applicable laws, including obligations of confidentiality and promoting AI Literacy.

    b.   If You are a Consumer (an individual using the Services for purely personal, non-professional purposes):

        i.   You accept these Terms and the Privacy Policy;

        ii.   You confirm Your use of the Services is exclusively for personal and non-professional purposes.

If You do not agree to all of these Terms, You must immediately discontinue registration, cease all access to the Site, and uninstall the Focoos SDK, if applicable.

2.7. **Contact Information for Specific Inquiries.**

For questions related to specific regulatory topics, please use the following dedicated email addresses:

AI Act, Licensing, and general legal inquiries: **[legal@focoos.ai]**

Privacy, GDPR, and Data Protection: [**privacy@focoos.ai**]

Security, Vulnerability Disclosure: [**security@focoos.ai**]

3. **NATURE OF SERVICES AND GOVERNING AGREEMENT**

3.1. **Purpose of this Agreement and Services Provided:** These Terms establish the legal framework governing Your access to and use of the Services, which are designed to provide You with tools and resources for developing, training, and deploying AI models.

3.2. **Legal Characterization of Services**. a. Software-as-a-Service (SaaS) and API Access: Your access to and use of Our cloud-based Platform, including its functionalities and APIs, constitutes a subscription to a Software-as-a-Service (SaaS) and the provision of digital Services, governed by these Terms and applicable regulations referenced herein. b. License for Downloadable Software Components: If and when the Services expressly permit You to download a Client Customized Model or other software components for on-premises use ("On-Premises Model"), Your right to use such On-Premises Model is granted under a limited software license, the specific terms of which are detailed in Article 7 (Intellectual Property Rights and Licenses).

3.3. **Relationship of the Parties**. The relationship between FOCOOS AI and Client is solely that of independent contractors. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or employment relationship between the parties.

3.4. **Entire Agreement and Relationship.** These Terms, including any documents incorporated by reference (such as the Privacy Policy, Data Processing Agreement (if applicable), Acceptable Use Policy, and any applicable Order Form), constitute the entire Agreement between You and FOCOOS AI concerning the subject matter hereof and supersede all prior or contemporaneous proposals, understandings, agreements, or communications, whether oral or written. Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or employment relationship between the parties.

## 4. YOUR ACCOUNT, SERVICE ACCESS, AND CONDUCT

This Article governs Your eligibility to use the Services, the creation and management of Your Account, Your responsibilities as a User, and conduct expectations when accessing Our Platform and Services.

4.1. **Eligibility and User Categories**

a. **Eligibility to Use Services.** To create an Account and use the Services provided by FOCOOS AI, You must be a natural person at least eighteen (18) years of age and possess the full legal capacity to enter into a binding contract. By registering for or using Our Services, You represent and warrant that You meet these requirements.

b. **Defining User Categories.** We offer Services to two primary categories of users: i. **"Consumer"**: A natural person acting for purposes primarily outside Your trade, business, craft, or profession (e.g., for personal study or non-commercial research). This status is determined in accordance with applicable European Union and Italian consumer protection laws (e.g., Article 3(1)(a) of Italian Legislative Decree No. 206/2005, the "Italian Consumer Code"). ii. **"Business User"**: Any natural or legal person, including but not limited to a company, public or private entity, foundation, professional, freelancer (e.g., with a VAT registration number), or any other entity using the Services in the course of its commercial, business, craft, or professional activities. This includes individuals acting on behalf of such an entity.

c. **Declaration and Verification of User Category.** i. During Account registration, You must accurately identify Your User category. ii. FOCOOS AI reserves the right, at its discretion, to request reasonable documentation to verify Your declared status (e.g., VAT Information Exchange System (VIES) details for Business Users). iii. Should You provide an inaccurate declaration of Your User category, FOCOOS AI may, without prejudice to its other rights or remedies: (1) suspend or terminate Your Account; (2) retroactively adjust and invoice any applicable fees based on the correct User category; and (3) apply the legal and contractual regime appropriate to Your actual status.

d. **Specific Representations and Obligations for Business Users.** If You are a Business User, You represent, warrant, and covenant that: i. Any individual You authorize to use the Services under Your Account ("**Registered Business User**") is at least eighteen (18) years of age. ii. You will ensure Your Registered Business Users possess adequate AI Literacy (consistent with principles such as those in Article 4 of the EU AI Act) relevant to the Services they use and understand their obligations under these Terms.

iii. Each Registered Business User will be bound by confidentiality obligations at least as protective of FOCOOS AI's information as those set forth in Article 12 of these Terms. iv. Neither Your organization nor Your Registered Business Users are subject to economic sanctions or export control restrictions by the European Union, the United States, or other relevant authorities that would prohibit access to or use of the Services or technologies offered. v. You will implement and maintain appropriate internal procedures for: (1) on-boarding and off-boarding Your Registered Business Users; (2) establishing robust Data & AI Governance policies; and (3) providing continuous training for Your personnel regarding applicable data protection laws (e.g., GDPR), the EU AI Act, and the responsible and compliant use of AI technologies and Our Services.

4.2. **Account Creation, Security, and Management**

a. **Account Registration and Acceptance.** To use the Services, You must complete the Account registration process. By doing so, You affirm that: i. All information You provide is accurate, current, and complete, and You will promptly update it as necessary. ii. You possess adequate AI Literacy to understand the capabilities, limitations, and potential impacts of AI systems like those accessible via Our Services. iii. You have read, understood, and unconditionally agree to be bound by these Terms and Conditions ("**Terms**"), Our Privacy Policy (available at www.focoos.ai/legal), and, if You are a Business User, Our Data Processing Addendum ("**DPA**") (available at www.focoos.ai/legal). These documents are incorporated by reference into Your agreement with FOCOOS AI. Account activation may require successful authentication via methods We specify (e.g., Single Sign-On,, email verification).

b. **Account Security: Your Responsibility.** i. Your Account credentials (including username, password, API tokens, and any other access keys We provide) are for Your designated use only, are confidential, and must not be shared or transferred. ii. You are solely responsible and liable for all activities that occur under Your Account, whether or not authorized by You. iii. You commit to: (1) creating and maintaining strong, unique passwords for Your Account, adhering to recognized security standards (e.g., NIST SP 800-63-B guidelines); (2) implementing reasonable security measures to protect Your credentials and API tokens from unauthorized access or disclosure; (3) immediately revoking or changing credentials for any Registered Business User who is no longer authorized to access the Services on Your behalf; and (4) notifying FOCOOS AI immediately at security@focoos.ai if You become aware of any actual or suspected unauthorized access to, or use of, Your Account or credentials, or any other breach of security related to the Services.

4.3. **Service Plans and Subscription Management**

a. **Service Plans.** FOCOOS AI offers various service plans, which may include a free, limited-functionality plan ("**Free Plan**") and one or more subscription-based plans with enhanced features and usage limits ("**Premium Plan(s)**") for a fee.

b. **Changing Service Plans.** You may request to change Your Service Plan (e.g., upgrade or downgrade) through Your Account dashboard or by contacting Us, subject to the terms of Your current plan and any applicable new fees or conditions. Changes will become effective as specified in the confirmation We provide.

c. **Refunds and Cancellations.** Fees for Premium Plans are generally non-refundable, except as may be expressly required by applicable mandatory consumer law (for Consumers only) or as specified in Article 6 (Subscription Fees, Billing, and Payment Terms). Downgrading or deactivating a Premium Plan before the end of its then-current billing cycle will typically not entitle You to a pro-rata refund or credit for any prepaid, unused portion of the Services.

4.4. **Acceptable Use of Services and Prohibited Conduct**

a. **Compliance with Policies and Limits.** Your use of the Services must comply with these Terms, all applicable laws and regulations, and any usage limits, guidelines, or policies We publish,including Our Acceptable Use Policy ("AUP") (available at www.focoos.ai/legal] or as Annex A hereto), which is incorporated by reference into these Terms.

b. **Prohibited Conduct.** You shall not, and shall not permit any third party (including Your Registered Business Users) to, directly or indirectly: i. Use the Services for any unlawful, fraudulent, or malicious purpose. ii. Share Account credentials (except as explicitly managed for Registered Business Users under a Business User Account) or otherwise compromise Account security. iii. Attempt to circumvent, disable, or interfere with any security features, authentication mechanisms, or usage limitations of the Platform or Services. iv. Upload, process, train models on, or transmit any Client Data or other content that: (1) is infringing, libelous, defamatory, obscene, abusive, harassing, or otherwise objectionable; (2) violates the intellectual property rights, privacy rights, publicity rights, or other proprietary rights of any third party; (3) contains personal data processed in violation of applicable data protection laws (e.g., GDPR); (4) is discriminatory or promotes hate speech; or (5) contains viruses, malware, or other harmful code. v. Conduct unauthorized penetration testing, vulnerability scanning, or similar security assessments of Our Platform or Services. vi. Violate any applicable export control laws, sanctions, or regulations. vii. Use the Services to develop, deploy or make available any AI system for a "High-Risk AI Use" (as defined in Article 1), except in full compliance with the notification, Provider-status, and other obligations set forth in Article 5 (Intended Use of AI Services, EU AI Act Compliance, and Client Responsibilities for High-Risk Applications).viii. Engage in any activity that disrupts, degrades, or imposes an unreasonable load on Our infrastructure or Services (e.g., massive scraping, password mining).

4.5. **Monitoring, Suspension, and Termination Rights of FOCOOS AI**

a. **Right to Monitor.** We reserve the right, but not the obligation, to monitor Your use of the Services for purposes of ensuring security, stability, and integrity of the Platform, verifying Your compliance with these Terms and usage limits, billing, and complying with legal obligations, all in accordance with applicable law and Our Privacy Policy.

b. **Suspension of Services.** We may suspend Your access to the Services, in whole or in part, if We reasonably determine that: i. You are in material breach of these Terms (including non-payment of fees) and fail to cure such breach within ten (10) days of written notice, if curable. ii. Your use poses an imminent threat to the security, availability, or integrity of Our Platform, Services, or other clients; You are engaged in fraudulent or illegal activity; or such suspension is necessary to comply with a legal order or prevent harm. In such cases, suspension may be immediate and without prior notice, though We will endeavor to provide prompt notice thereafter and work with You to resolve the issue.

c. **Termination.** Our rights to terminate this Agreement and Your Account are detailed in Article 10 of these Terms.

d. **Effect of Suspension or Termination.** Upon suspension, Your right to access the affected Services is temporarily revoked. Upon termination, Your right to access all Services ceases immediately, and Your Account(s) will be disabled.

4.6. **Data Management upon Termination or Deletion**

**a. Termination by Notice or Non-Renewal.** Upon the effective date of termination of this Agreement initiated by either party through written notice or due to non-renewal of a Subscription Term (but not through self-service deletion by You), an export period of thirty (30) calendar days shall commence (the "Export Window"). During this Export Window, You may submit a written request to support@focoos.ai to export Your Client Data and Client Customized Models. We will use commercially reasonable efforts to make such data available to You in a standard interoperable format (e.g., ONNX for models, CSV for logs), subject to Your payment of all outstanding fees and any applicable data export fees. Following the expiration of the Export Window, or if no export is requested, FOCOOS AI will initiate procedures to securely delete or de-identify all residual Client Data and Client Customized Models from its active systems within a commercially reasonable timeframe (typically not to exceed ninety (90) days), unless a longer retention period is required by applicable law.

b. **Self-Service Account Deletion. WARNING**: The Platform may include a feature allowing You to permanently delete Your Account on a self-service basis. This action is separate from terminating the Agreement by notice. If You choose to use this self-service deletion feature, You hereby acknowledge and agree that this is an explicit instruction from You for Us to immediately and irreversibly delete all of Your Client Data, Client Customized Models, Account information, and any other content associated with Your Account. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY INITIATING A SELF-SERVICE DELETION, THE THIRTY (30) DAY EXPORT WINDOW DESCRIBED IN THE PREVIOUS SECTION SHALL NOT APPLY, AND YOU PERMANENTLY WAIVE ANY RIGHT TO RECOVER OR EXPORT YOUR DATA AFTER CONFIRMING THIS ACTION. FOCOOS AI SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DATA LOSS RESULTING FROM YOUR USE OF THIS SELF-SERVICE DELETION FEATURE.

a. **Data Export Post-Termination.** For thirty (30) days following the effective date of termination of Your Account or this Agreement (the "Export Period"), You may request in writing to support@focoos.ai an export of Your Client Customized Models and associated operational logs. We will use commercially reasonable efforts to provide this data in standard interoperable formats (e.g., ONNX for models, CSV for logs), subject to Your payment of outstanding fees and any reasonable export processing fees.

b. **Data Deletion.** Following the Export Period, or if no export is requested, We will securely delete or de-identify residual Client Data (excluding data We must retain for legal/regulatory compliance or for aggregated/anonymized analytics as permitted herein) from Our active systems according to recognized data destruction standards (e.g., NIST SP 800-88 principles), within a maximum of 30 calendar days, unless a longer retention period is required by law.

4.7. **Data Protection Roles and Responsibilities**

4.7.1. Consumer Users (personal or household use)

a. Role of FOCOOS AI. When a natural person ("Consumer User") accesses the Services solely for purposes outside his or her trade, business, craft or profession, FOCOOS AI acts as an autonomous data controller—under Regulation (EU) 2016/679 (GDPR) for (i) the Consumer User's registration, authentication and telemetry data ("Account & Usage Data") and (ii) any personal data contained in files, prompts, datasets or other material uploaded or generated by the Consumer User ("Consumer Content").

b. Prohibited Content: the Consumer User shall not upload or generate, and FOCOOS AI may delete or block:

  i. Special-category data listed in Art. 9.1 GDPR (e.g. health, biometric, racial or ethnic origin, political opinions, religious beliefs, trade-union membership, sexual orientation), unless the data are irreversibly anonymised.

  ii. Personal data relating to criminal convictions or offences (Art. 10 GDPR).

  iii. Personal data of children under 16.

    iv.     Content that is unlawful, infringing, defamatory, or otherwise violates third-party rights or applicable law.

c.  Legal bases.  Processing is carried out (i) as necessary to perform the contract with the Consumer User (Art. 6 (1)(b) GDPR) and (ii) in FOCOOS AI's legitimate interest in securing, maintaining and improving the Services (Art. 6 (1)(f) GDPR), as detailed in the Privacy Policy.

d.  FOCOOS AI obligations.  FOCOOS AI will (i) honour data-subject rights, (ii) apply appropriate technical and organisational measures (Art. 32 GDPR), (iii) publish retention schedules and delete or anonymise data when no longer necessary, (iv) implement approved international-transfer safeguards and (v) cooperate with supervisory authorities.

e.  Liability.  Except for wilful misconduct, gross negligence, non-waivable consumer rights, or liability for death or personal injury, FOCOOS AI is not liable for losses arising from the Consumer User's breach of the Terms or from the Consumer User's decision to make Consumer Content available through the Services.  No Data-Processing Agreement is required with Consumer Users.

### 4.7.2.    Business Users

a.  FOCOOS AI as Data Controller for Business User Account & Usage Data: When You use the Services as a Business User, FOCOOS AI acts as an independent Data Controller for all registration, Account-management, billing, support, telemetry, and usage-analytics data. We apply the same GDPR/Italian Code safeguards listed in section 1. See our Privacy Policy at www.focoos.ai/legal.

b.  FOCOOS AI as Data Processor for Business User Client Data: If You, as a Business User, upload any data for processing, modeling, training, inference, or other service-related functions ("Client Data"), You remain the Data Controller of that data. FOCOOS AI processes Client Data solely on Your documented instructions and will:

    i.     limit processing to service delivery (or aggregated analytics);

    ii.    maintain organizational and technical security measures;

    iii.   notify You of personal-data breaches under GDPR timelines;

    iv.   notify You at least 30 days before any sub-processor changes (you may object).

c.  The Business User acknowledges that FOCOOS AI acts solely as a Data Processor with respect to all Client Data and remains at all times the exclusive Data Controller. The Client shall not upload or cause to be processed: (a) special-category data under Art. 9 GDPR; (b) criminal-offence data under Art. 10 GDPR; (c) personal data of children; or (d) any other data whose processing is restricted or prohibited by applicable law unless (i) the Client has obtained FOCOOS AI's prior written consent and (ii) can demonstrate a valid legal basis and appropriate safeguards. Any unauthorised upload is at the Business User's sole risk; FOCOOS AI may block or delete such data and/or suspend the Services without liability. Except for damage caused by FOCOOS AI's proven wilful misconduct or gross negligence, FOCOOS AI disclaims all contractual, tortious and statutory liability (including under Art. 82 GDPR) arising from Client Data or the Client's processing instructions. The Client shall indemnify, defend and hold harmless FOCOOS AI and its affiliates from and against all fines, claims, losses, liabilities and costs (including reasonable legal fees) relating to (i) the legality, accuracy or adequacy of Client Data; (ii) the Client's processing instructions or failures to obtain required consents; or (iii) any breach of this clause or the DPA. FOCOOS AI DISCLAIMS LIABILITY FOR THE LEGALITY, ACCURACY, OR COMPLETENESS OF CLIENT DATA EXCEPT TO THE EXTENT ARISING FROM FOCOOS AI'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS FOCOOS AI AND ITS AFFILIATES AGAINST ANY CLAIMS OR LOSSES ARISING FROM YOUR PROVISION OF OR OUR PROCESSING OF CLIENT DATA.

4.7.3.   Household / Personal-Use Exemption (Art. 2 (2)(c) GDPR)

The GDPR does not apply to processing carried out by a natural person solely for activities that remain entirely within a private household sphere, with no external disclosure of data or results. Academic or other research is covered by this carve-out only if it meets those same conditions; otherwise, the GDPR applies and the Parties' Controller/Processor roles operate as set out in these Terms. The User must evidence that the carve-out applies; absent such proof, full GDPR compliance is presumed. Nothing herein enlarges the scope of Article 2 (2)(c).

4.8.   **Specific Regulatory Considerations for User Categories (EU/Italian Law)**

a.   **Consumers.** If You are a Consumer in the EU/Italy, You benefit from mandatory protections under applicable consumer law (e.g., Italian Consumer Code). These may include rights to pre-contractual information, a 14-day withdrawal right (with exceptions, e.g., for immediate digital content delivery where You consent and waive this right, per Art. 59(1)(o) Italian Consumer Code), a two-year legal guarantee of conformity, and access to Your local competent consumer court. These Terms do not limit such mandatory rights.

b.   **Business Users.** As a Business User, You agree that consumer protection laws do not apply to Your use of the Services. You accept the DPA as part of these Terms.

c.   **Change of User Status.** You must promptly, within ten (10) days, notify Us in writing at support@focoos.ai of any change in Your User status (e.g., Consumer becoming Business User). We may then adjust Your Account, applicable terms (including pricing), and require DPA execution if You become a Business User.

4.9.   **Hierarchy of Documents and Amendments to Terms**

a.   Order of Precedence. Should any direct conflict arise between these Terms, the Privacy Policy, and the DPA (for Business Users), the order of precedence to resolve the conflict shall be: (1) the DPA; (2) these Terms; then (3) the Privacy Policy. Terms in a mutually executed Order Form may supersede conflicting terms herein for that specific order, if expressly stated.

b.   Amendments to these Terms. We may amend these Terms (including this Article 4.9) from time to time to reflect (i) changes in applicable law, (ii) modifications or innovations in the Services, (iii) security, technical or operational requirements, or (iv) other legitimate business reasons.

Where an amendment materially affects Your rights or obligations, We will provide prior notice—by e-mail, in-product message, or posting on Our website—at least thirty (30) calendar days before the change takes effect, unless a shorter period is required by law or is necessary to address an urgent security or compliance issue.

Immaterial amendments. Purely editorial, typographical or formatting corrections, or other non-substantive changes that do not diminish Your rights nor enlarge Our obligations ("Immaterial Amendments") may be applied immediately without notice.

Your continued use of the Services after the effective date of any amendment—material or immaterial—constitutes Your acceptance of the revised Terms. If You do not agree to an amendment, Your sole remedy is to discontinue use of the Services and close Your account in accordance with these Terms.

5.   **INTENDED USE OF AI SERVICES, EU AI ACT COMPLIANCE, AND CLIENT RESPONSIBILITIES FOR HIGH-RISK APPLICATIONS**

5.1.   Note on Legal Applicability.

You acknowledge that, pursuant to Article 113 of the EU AI Act (Regulation (EU) 2024/1689), the obligations specifically applicable to high-risk AI systems under Title III, including those referred to in Article 5.4 below, shall only become legally binding from 2 August 2027. Until that date, the undertakings and responsibilities set out herein are agreed as binding contractual commitments intended to ensure regulatory preparedness, legal clarity, and risk allocation in anticipation of the formal applicability of those provisions.

5.2.   This Article 5 outlines the intended purpose and baseline risk classification of Our Services concerning artificial intelligence ("AI") systems. It details permitted uses and sets forth crucial obligations and potential shifts in legal roles for You under the European Union Regulation (EU) 2024/1689 (the "EU AI Act" or "AI Act") if You adapt or deploy AI systems derived from Our Services for high-risk applications. Compliance with this Article is essential for Your continued use of Our Services.

5.3.   **FOCOOS AI System: Intended Purpose and Baseline Risk Classification**

a.   System Definition and Limited Risk Profile. The FOCOOS AI System, for the purposes of this Article, comprises Our Platform, Focoos SDK, and the Anyma Engine, which provides You with access to FOCOOS AI-Provided Architectures (as defined in Article 2). In its standard configuration as supplied by FOCOOS AI (i.e., as architectural blueprints typically without Client-trained weights that would determine a specific, high-risk intended purpose), the FOCOOS AI System and the FOCOOS AI-Provided Architectures are intended as specialized AI development tools and components for Computer Vision. As such, they are generally classified by FOCOOS AI as presenting a "limited risk" under Chapter IV of the EU AI Act.

b.   Scope of Intended Purpose. The original and intended purpose of the FOCOOS AI System is strictly circumscribed to facilitate the development, experimentation, training, optimization, and inference of computer vision models for general domains. These models are to be employed exclusively in contexts that DO NOT fall within the scope of "High-Risk AI systems" as defined in Annex III of the EU AI Act (read in conjunction with Annex I thereof, where applicable). Illustrative examples of applications outside this original intended purpose include, but are not limited to, safety-critical components of machinery or vehicles, certain uses in human resources management (e.g., automated recruitment), remote biometric identification systems in publicly accessible spaces, operation of critical infrastructure, or AI systems used for credit scoring of natural persons.

5.4.   **Authorized Ordinary Uses**

Subject to Your compliance with all other terms of this Agreement, You are authorized to use the FOCOOS AI System and Client Customized Models derived therefrom ("Ordinary Uses") for applications such as: a. Classification, detection, and tracking of objects in images or video for general industrial automation, retail analytics, non-intrusive smart city applications (where not constituting remote biometric identification or other high-risk uses), and quality control processes that are not safety-critical. b. Academic research, internal proof-of-concept development, and experimentation. c. Any other purpose that, after Your diligent assessment taking into Account the state-of-the-art, the specific context of use, and any relevant guidelines issued by competent authorities (such as the European AI Office or ENISA), does not constitute a "high-risk AI system" under the EU AI Act.

5.5.   **Use of FOCOOS AI Systems for High-Risk Applications**

You may use the FOCOOS AI System, any FOCOOS AI-Provided Architecture, or any Client Customized Model for purposes that qualify as high-risk under the EU AI Act, provided that You comply fully with all conditions set forth in Section 5.6 below, including:

a.   Prior written notification to FOCOOS AI at least sixty (60) days in advance;

b.   Automatic assumption of the "Provider" role and all related EU AI Act obligations pursuant to Article 25(1);

c.   (Optional) Execution of a High-Risk Use Addendum if FOCOOS AI so requires.

Absent such compliance, any high-risk deployment shall be deemed an unauthorized use and a material breach of this Agreement.

### 5.6. Conditions for Client Deployment of High-Risk AI Systems (Client as "New Provider")

Should You intend to modify a FOCOOS AI-Provided Architecture or a Client Customized Model, or determine its purpose, such that it becomes a "high-risk AI system" as defined under the EU AI Act, or should You intend to place such a system on the market or put it into service for a high-risk purpose, You must adhere to the following conditions:

a. **Prior Written Notification to FOCOOS AI.** You must notify FOCOOS AI in writing at support@focoos.ai of Your intent at least sixty (60) days prior to any such modification, placing on the market, or putting into service. This notification must detail the intended high-risk application and Your planned compliance measures.

b. **Assumption of "Provider" Status and Full Responsibility.** You acknowledge and agree that, in accordance with Article 25, Paragraph 1, and the definitions in Article 3 (e.g., Art. 3(1) "placing on the market," "putting into service"; Art. 3(2) "provider") of the EU AI Act, any such action by You (i.e., substantially modifying an AI system already placed on the market or put into service in such a manner that it becomes a high-risk AI system, or placing on the market or putting into service under Your own name or trademark an AI system developed using FOCOOS AI's tools for a high-risk purpose) results in You, the Client, *ipso jure* (by operation of law), assuming the full status, role, and all legal obligations of a "Provider" of that high-risk AI system under the EU AI Act (hereinafter, "New Provider"). From that point forward, FOCOOS AI shall be considered a "transferring ex-provider" with respect to the original components or tools it supplied.

c. **Client's Warranties and Obligations as New Provider.** As the New Provider, You represent, warrant, and covenant that You will, at Your sole cost and responsibility:

i. Ensure that the high-risk AI system fully complies with all applicable **regulatory requirements** under the EU AI Act, including but not limited to risk management, data and data governance, technical documentation, record-keeping, human oversight, robustness, cybersecurity, and transparency, as detailed in **Articles 9–15** and Annex I of the AI Act;

ii. Prepare and maintain complete and accurate **technical documentation** in accordance with Annex IV and any other applicable annexes;

iii. Ensure the system bears the **CE marking of conformity** and is accompanied by a valid **EU declaration of conformity** before placing it on the market or putting it into service;

iv. Register the high-risk AI system in the **EU database**, if required;

v. Implement and maintain a robust **post-market monitoring system**, and comply with all **reporting and update obligations** required of Providers;

vi. Comply with all other obligations incumbent upon a **Provider of a high-risk AI system** under Title III of the AI Act from the date such obligations become applicable.

d. **Indemnification of FOCOOS AI.** You shall defend, indemnify, and hold FOCOOS AI, its affiliates, and their respective officers, directors, employees, and agents harmless from and against any and all claims, liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees calculated in accordance with applicable law, e.g., Italian professional tariffs if litigated in Italy), fines, penalties, and regulatory sanctions imposed by any competent authority, arising out of or in any way related to: (i) Your development, modification, marketing, deployment, placing on the market, putting into service, or use of any high-risk AI system derived from or using FOCOOS AI Services; (ii) Your failure to comply with Your obligations as a New Provider under the EU AI Act; or (iii) any claim that such a high-risk AI system infringes third-party rights or causes harm.

e. **FOCOOS AI's Exemption from Ongoing Provider Obligations**

You expressly acknowledge that, upon Your assumption of the role of New Provider, FOCOOS AI shall be deemed a "transferring ex-provider" under Article 25(2) of the AI Act and shall be fully released from all regulatory responsibilities and obligations of a Provider under Chapter III with respect to the high-risk AI system developed, deployed, or placed on the market by You, except for the limited cooperation duties set forth in Section 5.7 below.

## 5.7. FOCOOS AI's Cooperation as "Transferring Ex-Provider"

In circumstances where You have become a New Provider of a high-risk AI system in accordance with Article 5.5, FOCOOS AI, in its capacity as a "transferring ex-provider" under Article 25, Paragraph 2 of the EU AI Act, shall, upon Your reasonable written request and at Your sole cost and expense: a. Provide You with such technical documentation concerning the original FOCOOS AI-Provided Architecture that is in FOCOOS AI's possession and control and is reasonably necessary and directly relevant for You to meet Your technical documentation and conformity assessment obligations as a New Provider. b. Grant You reasonable access to training logs and versioning data related to the original FOCOOS AI-Provided Architecture, to the extent such information is available to FOCOOS AI, maintained in the ordinary course of its business, and strictly necessary for You to demonstrate the conformity of Your high-risk AI system. c. Provide other reasonable technical support and cooperation to assist You in good faith in responding to verifications, audits, or formal requests from competent national supervisory authorities or other relevant EU bodies regarding the original components supplied by FOCOOS AI.

Such cooperation by FOCOOS AI shall not, under any circumstances, constitute an assumption by FOCOOS AI of any of the ongoing Provider obligations set forth in Chapter III of the EU AI Act, which remain Your sole and exclusive responsibility as the New Provider. FOCOOS AI's cooperation is limited to providing existing information and reasonable support as described above and does not extend to re-designing, re-validating, or certifying Client's high-risk AI system.

## 5.8. Consequences of Breach of This Article

Any use of the Services, FOCOOS AI-Provided Architectures, or Client Customized Models by You in violation of this Article 5 (including, but not limited to, unauthorized development or deployment of a high-risk AI system without strict adherence to these Terms and AI Act) shall constitute a material breach of these Terms. In the event of such a material breach, FOCOOS AI shall be entitled, without prejudice to any other rights or remedies available to it under these Terms or applicable law, to: a. Immediately suspend Your Account and access to the Services without prior notice. b. Terminate this Agreement and Your access to the Services upon five (5) days' written notice, or immediately in the case of willful, repeated, or severe violations that pose significant risk. c. Seek full compensation and/or indemnification from You for any and all damages, losses, costs, liabilities, and expenses (including regulatory fines or penalties that may be imposed on FOCOOS AI, whether jointly or severally with You, as a result of Your breach) incurred by FOCOOS AI due to Your non-compliance. This right to claim damages is in addition to and does not limit any indemnification obligations You have under Article 9.

## 5.9. Interpretation and Precedence

**Precedence.** The provisions of this Article 5 concerning the intended purpose of AI systems, risk classification, Client responsibilities under the EU AI Act, and the consequences of developing high-risk AI applications shall prevail over any other potentially conflicting or ambiguous provisions elsewhere in these Terms with respect to such specific subject matter.

Interpretation in Favor of Risk Minimization. In the event of any doubt or ambiguity regarding the risk classification of a particular intended use of a Client Customized Model by You, or the interpretation of Your obligations under this Article 5, the interpretation that is most restrictive from a risk perspective and most aligned with the precautionary principle shall be adopted. This means You should, by default, treat any uncertain use case as potentially requiring adherence to high-risk AI system obligations until You have completed a diligent, documented assessment demonstrating otherwise to the satisfaction of applicable legal standards.

## 6. SUBSCRIPTION FEES, BILLING, AND PAYMENT TERMS

6.1. **Service Plans, Fees, and Price Transparency**

a. **Service Plans and Features.** FOCOOS AI offers its Services under various plans ("**Service Plans**" or "**Plans**"), which may include a "Free Plan" and one or more "Premium Plans". Each Plan is characterized by specific features, functionalities, technical limits (e.g., GPU-hours, inferences per month, data storage capacity), and corresponding fees ("**Fees**"). The table below provides a general overview; however, current, detailed descriptions of active Service Plans, will be included in the Order Form.

The resources and base fees above are illustrative only. Current and binding details are provided on the Pricing Page referenced below.

b. **Fee Basis and Withholding Taxes.** All Fees are quoted exclusive of Value Added Tax ("VAT") and any other applicable sales taxes, duties, or governmental levies, unless expressly stated otherwise. Fees are payable to FOCOOS AI net of any applicable withholding taxes. If any payments due to FOCOOS AI under this Agreement are subject to withholding taxes imposed by the laws of Client's country of residence or establishment, Client shall be responsible for such taxes and shall gross up the payment to FOCOOS AI to ensure that FOCOOS AI receives the full invoiced amount after deduction of such withholding taxes. Client will provide FOCOOS AI with official tax receipts or other appropriate documentation evidencing payment of such withholding taxes.

6.2. **Modifications to Fees and Service Plans**

a. **Right to Modify.** FOCOOS AI reserves the right to modify its Fees, the features of its Service Plans, and other commercial conditions for its Services at any time in its sole discretion.

b. **Application of Changes.** For new Clients, or for existing Clients purchasing new or upgraded subscriptions, any such modifications will apply immediately. For existing active subscriptions, modifications to Fees or a material reduction in included resources will apply only upon the next renewal of the Client's then-current Subscription Term.

c. **Notice of Adverse Material Changes.** In the event of a material adverse change to an existing Client's active subscription (such as an increase in the recurring Fee or a significant reduction in the core included resources for the subscribed Plan), FOCOOS AI will provide the Client with at least fifteen (15) days' prior written notice (via email to the address associated with Client's Account or through a notification on the Platform dashboard). Upon receiving such notice, Client shall have the right to terminate the affected subscription without penalty by providing written notice to FOCOOS AI before the effective date of the change. Failure to terminate within this period will constitute Client's acceptance of the modified Fees or Plan.

6.3. **Billing Cycle, Payment Terms, and Free Trials**

a. **Billing Cycle for Premium Plans.** Premium Plans may be offered on a monthly or annual subscription basis, with Fees typically billed in advance at the commencement of the Subscription Term and each renewal thereof.

b. **Free Trials.** FOCOOS AI may, at its sole discretion, offer a free trial period for certain Premium Plans ("**Free Trial**"). The duration, features, and specific terms of any Free Trial will be clearly communicated during the registration or sign-up process. AT THE EXPIRATION OF THE FREE TRIAL PERIOD, UNLESS CLIENT CANCELS THE SUBSCRIPTION IN ACCORDANCE WITH THE PROVIDED INSTRUCTIONS PRIOR TO THE END OF THE FREE TRIAL, CLIENT'S SUBSCRIPTION WILL AUTOMATICALLY CONVERT TO A PAID PREMIUM PLAN, AND CLIENT'S DESIGNATED PAYMENT METHOD WILL BE CHARGED THE APPLICABLE FEES. c. Payment Due Dates. All undisputed Fees are due and payable by Client in accordance with the terms specified in the applicable invoice or Order Form, typically within thirty (30) days of the invoice date, unless otherwise agreed in writing by FOCOOS AI.

6.4. **Invoicing and Tax Responsibilities (VAT)**

c. **Invoicing.** FOCOOS AI will issue electronic invoices for all applicable Fees. As FOCOOS AI S.r.l. is an Italian entity, for Clients subject to Italian invoicing regulations, invoices will be issued in compliance with such regulations. For other Clients, invoices will be delivered electronically via email or made available through the Platform.

d. **Value Added Tax (VAT). EU Business Users outside Italy:** For Business Users located within the European Union but outside of Italy, Fees are generally subject to the VAT reverse-charge mechanism in accordance with Article 44 of EU VAT Directive 2006/112/EC. Client must provide FOCOOS AI with a valid VAT identification number issued by its Member State of establishment. If a valid VAT ID is not provided, FOCOOS AI may be required to charge Italian VAT. ii. **Non-EU Clients:** For Clients located outside the European Union, Fees for Services are generally considered outside the scope of EU VAT (e.g., consistent with principles similar to Article 7-ter of Italian D.P.R. 633/72). Client is solely responsible for any local sales taxes, use taxes, duties, import VAT, or other similar governmental charges applicable in its jurisdiction. iii. **Italian Clients:** For Clients located in Italy (both Business Users and Consumers), Italian VAT will be applied to all Fees at the prevailing rate.

6.5. **Accepted Payment Methods and Currency**

a. **Payment Methods.** FOCOOS AI accepts the following payment methods, subject to availability and any transaction limits: i. Major credit and debit cards that support Strong Client Authentication (SCA) as required under PSD2 or equivalent security standards. ii. SEPA Direct Debit for qualifying annual Premium Plans with total contract values exceeding € 500, subject to Client providing a valid SEPA mandate. iii. Upfront bank/wire transfer for significant contract values or annual subscriptions exceeding € 1000, subject to prior agreement with FOCOOS AI. Bank details will be provided on the invoice.

b. **Currency and Exchange Rates.** All Fees are quoted and payable in Euros (EUR). For Clients making payments from outside the Eurozone (EEA), the invoiced Euro amount is due. The client's bank or payment processor may apply currency conversion charges. If FOCOOS AI agrees to accept payment in a currency other than EUR, the applicable exchange rate will be the European Central Bank (ECB) reference rate prevailing on the date of invoice issuance, plus a currency conversion processing fee of 2.0%.

6.6. **Price Adjustments and Escalation**

a. **Annual Inflationary Adjustment.** FOCOOS AI reserves the right to automatically adjust recurring subscription Fees for Premium Plans annually, effective from January 1st of each calendar year, without specific prior notice beyond this provision. Such adjustment will be based on the percentage change in a recognized official inflation index, such as the Italian ISTAT FOI (Indice dei Prezzi al Consumo per le Famiglie di Operai e Impiegati, al netto dei tabacchi) or a comparable Eurozone Harmonised Index of Consumer Prices (HICP), calculated based on the average change over the preceding calendar year. This adjustment reflects changes in the general cost of providing the Services.

b. **Extraordinary Price Changes.** In addition to the annual inflationary adjustment, FOCOOS AI reserves the right to modify pricing for existing subscriptions under the following specific, extraordinary circumstances: i. A verifiable and significant increase (e.g., exceeding ten percent (10%) year-over-year) in FOCOOS AI's underlying third-party infrastructure costs (e.g., cloud computing services, energy). ii. The introduction of new, material regulatory or compliance-related costs directly impacting the provision of the Services (e.g., significant new obligations under the AI Act, Data Act, Digital Services Act, or similar legislation). iii. A substantial update, restructuring, or enhancement of the Service Plans themselves, which materially alters the value, features, or included resources provided.

c. **Notice and Right to Terminate for Extraordinary Price Changes.** In the event of an extraordinary price change as described in this Article, FOCOOS AI will provide Client with at least thirty (30) days' prior written notice (via email or Platform dashboard), detailing the reasons for the change and the new pricing.Client shall have the right to terminate the affected subscription without penalty by providing written notice of termination to FOCOOS AI before the effective date of the new pricing. If Client does not terminate, the new pricing will apply from its effective date.

6.7. **Subscription Cancellation, Refunds, and Consumer Rights**

a. **Client Cancellation.**Client may cancel or request non-renewal of a Premium Plan subscription at any time through the designated "Billing" or "Account" area on the Platform, or by contacting FOCOOS AI Client support at support@focoos.ai. Upon cancellation, the Services will remain active and accessible until the end of the then-current paid billing period. No new charges will be made for that subscription thereafter.

b. **General Refund Policy.** All Fees paid to FOCOOS AI are non-refundable, except: i. In the event of FOCOOS AI's uncured material breach of this Agreement, as determined in accordance with applicable law; or ii. As may be mandatorily required by applicable consumer protection law for Consumers.

c. **Consumer Right of Withdrawal (EU/Italian Context).** If Client is a Consumer residing in the European Union or Italy, Client has a statutory right to withdraw from this Agreement for Services within fourteen (14) days of its conclusion (i.e., formation of the contract for the Service Plan) without giving any reason, in accordance with applicable consumer law (e.g., Article 52 of the Italian Consumer Code). **Exception to Withdrawal Right:** This right of withdrawal shall not apply, and Client expressly consents to the immediate performance of the contract and acknowledges the loss of their right of withdrawal, if: (1) the Service involves the supply of digital content not on a tangible medium; and (2) performance has begun with the Client's prior express consent and with the Client's acknowledgment that they thereby lose their right of withdrawal (as per, for example, Article 59(1)(o) of the Italian Consumer Code or equivalent provisions). Activation of a Premium Plan or use of paid features may be considered commencement of performance. FOCOOS AI will provide specific information regarding this at the point of subscription.

6.8. **Late Payments**

a. **Consequences of Late Payment.** If Client fails to pay any undisputed Fees by the due date: i. **Late Interest:** FOCOOS AI may charge late payment interest on the overdue amount from the due date until the date of actual payment at a rate equivalent to the European Central Bank's main refinancing operation rate plus eight (8) percentage points, or the maximum rate permitted by applicable law, whichever is lower. ii. **Suspension of Services:** If payment remains overdue for ten (10) days following a formal written delinquency notice from FOCOOS AI, FOCOOS AI may, without prejudice to its other rights or remedies, suspend Client's access to all or part of the Services until all overdue amounts, including accrued interest, are paid in full. iii. **Recovery Costs:** Client shall be responsible for all reasonable costs incurred by FOCOOS AI in collecting overdue amounts, including, but not limited to, attorneys' fees, court costs, and collection agency fees. For Business Users, FOCOOS AI may also claim a minimum fixed sum for recovery costs.

6.9. **Invoice Disputes**

a. **Notification of Disputes.** Client must notify FOCOOS AI in writing at support@focoos.ai of any good-faith dispute regarding an invoice, or any portion thereof, within fifteen (15) days from the date of Client's receipt of the invoice. The notification must include reasonable detail specifying the nature of the dispute. Failure to dispute an invoice within this period will result in the invoice being deemed irrevocably accepted by the Client. b. **Resolution of Disputes.** FOCOOS AI will investigate bona fide invoice disputes and respond to Client within ten (10) business days of receiving the dispute notification. If FOCOOS AI validates the dispute, FOCOOS AI will issue a credit note for the disputed amount and, as applicable, apply such credit to a subsequent invoice or issue a refund. Client agrees to pay any undisputed portion of a disputed invoice by its original due date.

6.10. **Unused Service Entitlements**

Unless otherwise specified in a particular Service Plan description or Order Form, any unused service entitlements, such as pre-purchased "Compute Credits," data processing quotas, or similar resource allocations, are non-refundable and non-transferable, and will expire twelve (12) months from the date of purchase or allocation, or upon termination of the Client's subscription, whichever is earlier.

6.11. **Audit Rights for Usage Verification** FOCOOS AI reserves the right, upon reasonable prior written notice to Client (at least fifteen (15) business days), and no more than once in any twelve (12) month period (unless a material breach is reasonably suspected), to audit Client's use of the Services solely for the purpose of verifying Client's compliance with the terms of this Agreement, including applicable usage limits and license grants. Any such audit shall be conducted during Client's normal business hours, in a manner that minimizes disruption to Client's operations, and shall be limited in scope to records and systems directly pertinent to Client's use of the Services. If an audit reveals any underpayment of Fees or material non-compliance, Client shall promptly remit any amounts due and, if the underpayment exceeds five percent (5%) of the Fees properly due for the audited period, Client shall also reimburse FOCOOS AI for the reasonable costs of the audit. All information obtained during such an audit will be treated as Client's Confidential Information.

7. **INTELLECTUAL PROPERTY RIGHTS AND LICENSES**

7.1. **FOCOOS AI Intellectual Property Rights**

a. **Exclusive Ownership.** Client acknowledges and agrees that FOCOOS AI S.r.l. (and its licensors, where applicable) is and shall remain the sole and exclusive owner of all right, title, and interest in and to all FOCOOS AI IP. These Terms grant Client only limited, conditional licenses as expressly set forth herein; no ownership rights in any FOCOOS AI IP are transferred, assigned, or conveyed to Client. FOCOOS AI IP specifically includes, without limitation: i. The Platform in its entirety, including all constituent software (server-side and client-side), the Anyma Engine, architecture, visual design, user interface, APIs, data schemas, database structures, training and inference pipelines, and all associated technologies. ii. The Focoos SDK, comprising its core components (which FOCOOS AI makes available under the MIT License as detailed at https://github.com/FocoosAI/focoos/blob/main/LICENSE) and, distinctly, any FOCOOS AI Proprietary SDK Extensions, which are the exclusive property of FOCOOS AI. iii. All FOCOOS AI-Provided Architectures (whether FOCOOS AI Standard Architectures or FOCOOS AI Premium Architectures, if offered), which are provided to Client as architectural blueprints or templates. iv. The FOCOOS AI Trademarks. v. All Documentation, know-how, trade secrets, methodologies, algorithms, and other Confidential Information of FOCOOS AI.

b. **Reservation of Rights.** FOCOOS AI reserves all rights in and to the FOCOOS AI IP not expressly granted to Client in these Terms. No license or right is granted by implication, estoppel, course of dealing, or otherwise. Any license to FOCOOS AI's patents, if any, must be expressly granted in a separate written agreement between Client and FOCOOS AI.

c. **Feedback.** If Client provides FOCOOS AI with any Feedback, Client hereby grants FOCOOS AI a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up, sublicensable, and transferable license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner any and all Feedback for any purpose, without any obligation of attribution or compensation to Client. Client warrants that it has all necessary rights to grant such a license for any Feedback provided.

7.2. **Client Intellectual Property Rights**

a. **Client Data.** As between FOCOOS AI and Client, Client exclusively owns and retains all right, title, and interest in and to Client Data. Client grants FOCOOS AI and its authorized third-party hosting and processing providers a limited, worldwide, non-exclusive, royalty-free license during the Subscription Term (and for such period thereafter as may be necessary for FOCOOS AI to comply with its post-termination obligations or exercise its survival rights hereunder) to host, access, use, process, copy, store, transmit, and modify (e.g., for formatting, display, or processing compatibility) Client Data solely to the extent necessary for FOCOOS AI to: (i) provide, maintain, secure, support, and improve the Services for Client; (ii) prevent or address service, security, or technical issues; and (iii) comply with applicable law or any valid legal process. FOCOOS AI may also use Client Data in a de-identified and aggregated form (which does not identify Client or any natural person) for its internal business purposes, such as research, development, and improving its Services, provided that such aggregated and de-identified data cannot reasonably be re-associated with Client or any individual.

b. **Client Customized Models and Client Contributions.** i. **Ownership of Client Contributions:** Subject to Client's full and ongoing compliance with all terms and conditions of this Agreement (including, without limitation, Article 7.3 below), Client shall own the intellectual property rights in its distinct Client Contributions. ii. **Strictly Conditional Rights:** Client's ownership of Client Contributions, and all of Client's rights to create, use, modify, and distribute any Client Customized Model (which inherently incorporates FOCOOS AI IP in the form of a FOCOOS AI-Provided Architecture), are strictly and perpetually conditioned upon Client's full and ongoing compliance with: (1) All applicable Open Source Licenses governing any Open Source Components within the FOCOOS AI-Provided Architecture utilized by Client (as further detailed in Article 7.5). (2) All applicable laws, rules, and regulations, including, without limitation, the EU AI Act (particularly if developing, deploying, or commercializing Client Customized Models in the European Union, especially for uses defined as "high-risk" or if Client re-brands such models, as detailed in Article or the Acceptable Use Policy (Annex A). (3) Client's fulfillment of all payment obligations to FOCOOS AI as set forth in the applicable Order Form or Payment Section. Any breach of these conditions by Client may, at FOCOOS AI's sole discretion and without prejudice to any other rights or remedies available to FOCOOS AI, result in the immediate suspension or termination of any and all licenses granted by FOCOOS AI to Client hereunder.

7.3. **Licenses Granted by FOCOOS AI to Client**

a. **License to Use Platform (incorporating Anyma Engine Capabilities).**

During Client's applicable Subscription Term, and subject to Client's full compliance with these Terms and payment of all applicable Fees, FOCOOS AI grants Client a limited, non-exclusive, revocable (in accordance with the termination provisions hereof), non-transferable, non-sublicensable (except to Client's duly authorized employees and contractors acting solely on Client's behalf and for whose compliance Client remains fully liable) worldwide license to access and use the Platform and its APIs. Such use shall be solely for Client's internal business purposes to design, develop, train, test, manage, and export Client Customized Models using Client Data, all in accordance with the Documentation and any usage limits specified in Client's Order Form. This is a Software-as-a-Service (SaaS) license; no Platform software (including server-side code or the Anyma Engine itself) is licensed for download, installation, or independent operation by Client, except for such client-side software components or agents as FOCOOS AI may provide as strictly necessary for accessing the Platform. General restrictions on use of the Platform and Services are set forth in Article 4 and the Acceptable Use Policy (Annex A).

b. **License to Use Focoos SDK.**

   i. **Core SDK Components (MIT Licensed):** The core components of the Focoos SDK, as made available by FOCOOS AI at https://github.com/FocoosAI/focoos, are licensed to Client under the terms of the MIT License. A copy of the MIT License is included in the LICENSE file within the SDK distribution and is accessible at the aforementioned URL. Client's use, modification, and distribution of these core components are governed solely by the terms of the MIT License.

   ii. **FOCOOS AI Proprietary SDK Extensions: Any FOCOOS AI Proprietary SDK** Extensions that may be distributed with or made available by FOCOOS AI for use with the Focoos SDK are licensed to Client under a limited, non-exclusive, non-transferable, revocable license. Client may use such proprietary extensions solely in conjunction with the Focoos SDK and the Platform, for the purposes intended by FOCOOS AI and as described in the Documentation, during the applicable Subscription Term. Such FOCOOS AI Proprietary SDK Extensions may not be modified (unless otherwise expressly permitted in their accompanying Documentation for specific extensions), reverse-engineered, decompiled, disassembled, or distributed independently by Client, nor used for any purpose other than as expressly permitted herein.

   iii. **Client Obligations for SDK Use**: When using, installing, modifying (to the extent permitted by applicable licenses for specific components), or compiling the Focoos SDK, Client shall: (1) maintain all LICENSE files, copyright notices, and Transparency Documentation (as defined in Article 1) provided with the SDK fully intact, legible, and associated with the relevant components; (2) not distribute the Focoos SDK, or any part thereof (particularly FOCOOS AI Proprietary SDK Extensions), as a standalone product or service, except as it may be incorporated into or used by Client's applications developed using the SDK for the sole purpose of interacting with Client Customized Models or the Platform, and always in full compliance with all applicable license terms (including the MIT License for core components and these Terms for FOCOOS AI Proprietary SDK Extensions); and (3) not remove, alter, or obscure any FOCOOS AI branding, copyright notices, or other proprietary references within the SDK or its outputs without FOCOOS AI's prior express written consent.License to Use FOCOOS AI-Provided Architectures (as Blueprints). This license governs Client's use of FOCOOS AI-Provided Architectures as a foundational element for creating Client Customized Models. Client acknowledges that FOCOOS AI Standard Architectures are derived from Open Source Components and their use is subject to compliance with underlying Open Source Licenses.

iv. **FOCOOS AI Standard Architectures:** Subject to Client's full compliance with these Terms (including full payment of applicable Fees and ongoing compliance with Article 7, Open Source Licenses and Annex B), FOCOOS AI grants Client a non-exclusive, worldwide, perpetual (subject to termination of this Agreement for Client's breach, and always subject to Client's ongoing compliance with applicable Open Source Licenses) license to: (1) use such FOCOOS AI Standard Architectures as a basis for training Client Customized Models using Client Data, whether on the Platform or using the Focoos SDK; (2) modify such FOCOOS AI Standard Architectures for the purpose of creating Client Customized Models; and (3) export, use, reproduce, distribute, and commercialize Client Customized Models based on such FOCOOS AI Standard Architectures, strictly in accordance with these Terms, including the obligations related to Open Source Licenses and the MOL Framework. ii. FOCOOS AI Premium Architectures (if applicable): If Client subscribes to Services that include access to FOCOOS AI Premium Architectures, FOCOOS AI grants Client, during the applicable Subscription Term and subject to any additional terms and Fees specified in the relevant Order Form, a non-exclusive, worldwide, non-transferable (except as part of a Client Customized Model under Article 7.4), revocable license to: (1) use such FOCOOS AI Premium Architectures solely on the Platform or with the Focoos SDK as a basis for training Client Customized Models using Client Data; and (2) modify such FOCOOS AI Premium Architectures for the sole purpose of creating Client Customized Models for use as permitted herein.

v. Unless otherwise expressly agreed in an Order Form, Client Customized Models based on FOCOOS AI Premium Architectures may be subject to specific restrictions on export from the Platform, standalone deployment, or commercialization, or may require payment of additional runtime license fees or royalties to FOCOOS AI. The blueprint of the FOCOOS AI Premium Architecture itself may not be exported, reverse-engineered, or used to create substantially similar architectures for the purpose of circumventing these terms or FOCOOS AI's rights.

7.4. **Client's Rights and Obligations for Client Customized Models**

a. **Right to Export and Use.** Subject to these Terms (including Client's compliance with Article 7.2 b. and payment of all applicable Fees), Client may export its Client Customized Models from the Platform for its own internal or external use, including deployment in Client's products or services, in accordance with all applicable laws and the terms herein.

b.  **Sublicensing and Distribution of Client Customized Models.** Client may sublicense, resell, or otherwise distribute its Client Customized Models to third parties (**"End Users"**) provided that Client: i. Enters into a legally binding written license agreement with each End User for such Client Customized Models. For any Client Customized Model that is based in whole or in part on a FOCOOS AI-Provided Architecture, Client's license agreement with its End Users must incorporate terms that are substantially similar to, and no less protective of FOCOOS AI's interests and no less compliant with Open Source License obligations than, those principles and minimum terms outlined in the 'Model Output License" (MOL). Key principles: adherence to any High-Risk AI Use restrictions specified by FOCOOS AI in this Terms or applicable law. ii. Includes with, or makes clearly and readily accessible in connection with, each distributed Client Customized Model an accurate and complete OSS Notice File relevant to the underlying FOCOOS AI-Provided Architecture used. Client is responsible for compiling this OSS Notice File for the Client Customized Model as distributed, based on information provided by FOCOOS AI and any other components Client may have added. iii. Does not remove, alter, or obscure any metadata, headers, watermarks, or notices embedded in or provided by FOCOOS AI with the FOCOOS AI-Provided Architecture that identify FOCOOS AI or the Anyma Engine as the original builder or source of the Architecture, unless expressly permitted in writing by FOCOOS AI. iv. Ensures its own and its End Users' full compliance with any usage restrictions or obligations related to 'High-Risk AI Uses' as defined by applicable law (e.g., EU AI Act) or by FOCOOS AI in its Acceptable Use Policy. v. Acknowledges and agrees that FOCOOS AI is not a party to, and shall have no liability, warranty obligation, support obligation, or other obligation whatsoever under, any such sublicense or distribution agreement entered into by Client with an End User. FOCOOS AI provides no warranties, express or implied, for Client Customized Models as distributed or used by Client or its End Users. Client shall defend, indemnify, and hold FOCOOS AI and its affiliates, officers, directors, employees, and agents harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees under applicable law) arising from or related to Client's development, use, distribution, or sublicensing of Client Customized Models or its End Users' use thereof.

c.  **Nature of Exported Software.** Client acknowledges that any Client Customized Model exported from the Platform, which comprises the underlying FOCOOS AI-Provided Architecture (including software elements that are the expression of FOCOOS AI's intellectual creation) and Client Contributions (which may include data structures, weights, and hyperparameters configured by Client), constitutes "computer programs" or elements thereof within the meaning of applicable copyright law, including principles aligned with the EU Software Directive (2009/24/EC). The rights granted to Client under these Terms pertain to the licensed use of FOCOOS AI's contributions (the FOCOOS AI-Provided Architecture) and Client's ownership of its distinct Client Contributions, as integrated into the Client Customized Model, all subject to the terms and conditions herein.

7.5. **Open Source Software (OSS) Policy**

a.  **Acknowledgment of OSS in Services.** Client acknowledges that the Focoos SDK (its core components) and certain FOCOOS AI-Provided Architectures (particularly FOCOOS AI Standard Architectures, which, for the purposes of this Agreement, are treated as being derived from or incorporating Open Source Components such as those from models like ConvNextV2, MiT, MobileNetV2, ResNet, STDC, Swin, Mask2Former, RTDetr) include or are derived from Open Source Components. Such components are licensed to Client under the terms of their respective Open Source Licenses (e.g., MIT License, Apache License 2.0). These original Open Source Licenses for such components remain unaltered and directly applicable to Client's use of such components as part of the Focoos SDK or any Client Customized Model.

b. **Client's Sole Responsibility for OSS Compliance.** Client is solely and exclusively responsible for understanding, evaluating, and complying with all terms and conditions of all applicable Open Source Licenses for any Open Source Components within or used in conjunction with the Focoos SDK or any Client Customized Model that Client builds, uses, modifies, or distributes. This responsibility includes, without limitation, all obligations related to attribution, provision of copyright and license notices, and (if applicable under certain copyleft licenses) any obligations regarding the distribution of source code for derivative works created by Client.

c. **Provision of OSS Information by FOCOOS AI.** FOCOOS AI will use commercially reasonable efforts to provide or make accessible to Client an OSS Notice File in connection with the Focoos SDK (e.g., included in the SDK download package available at https://github.com/FocoosAI/focoos) and with each FOCOOS AI Standard Architecture made available to Client (e.g., available on the Platform dashboard when an Architecture is selected or exported, or linked via an API response). This OSS Notice File will aim to identify known material Open Source Components within the relevant FOCOOS AI asset and provide references to, or the texts of, their applicable Open Source Licenses. Client acknowledges that this information is provided solely as a courtesy to assist Client's compliance efforts and, while prepared with reasonable care, may not be exhaustive or entirely error-free. **Client remains solely responsible for its own due diligence and full compliance with all applicable Open Source Licenses.**

d. **Prohibition of Conflicting Use (License Contamination).** Client shall not use the Focoos SDK, FOCOOS AI-Provided Architectures, or any Client Customized Model in any manner that would, or would purport to, cause FOCOOS AI's proprietary software (including FOCOOS AI Proprietary SDK Extensions and FOCOOS AI Premium Architectures), or any of Client's proprietary software or components not intended by Client to be open-sourced, to become subject to the terms of any Open Source License that imposes "copyleft" obligations, viral effects, or other terms inconsistent with FOCOOS AI's or Client's proprietary licensing intentions for such software. Client shall indemnify FOCOOS AI against any loss or damage arising from Client's breach of this Article 7.5.

7.6. **Specific Intellectual Property Disclaimers**

a. **"AS IS" AND "AS AVAILABLE" PROVISION.** EXCEPT FOR ANY EXPRESS WARRANTIES THAT MAY BE STATED ELSEWHERE IN THESE TERMS (IF ANY), THE SERVICES, INCLUDING THE PLATFORM, FOCOOS SDK, ANYMA ENGINE, ALL FOCOOS AI-PROVIDED ARCHITECTURES, AND ANY DOCUMENTATION, ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. FOCOOS AI, ON BEHALF OF ITSELF AND ITS LICENSORS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE FOREGOING, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

b. **NO GUARANTEE OF PERFORMANCE, RESULTS, OR NON-INFRINGEMENT.** FOCOOS AI DOES NOT WARRANT THAT THE SERVICES OR ANY OUTPUTS (INCLUDING FOCOOS AI-PROVIDED ARCHITECTURES OR CLIENT CUSTOMIZED MODELS) WILL BE ACCURATE, COMPLETE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THEY WILL MEET CLIENT'S SPECIFIC REQUIREMENTS; OR THAT THEY WILL ACHIEVE ANY PARTICULAR RESULTS OR OUTCOMES. THE PERFORMANCE, ACCURACY, AND OUTPUT OF AI SYSTEMS ARE INHERENTLY COMPLEX AND DEPENDENT ON NUMEROUS FACTORS BEYOND FOCOOS AI'S REASONABLE CONTROL, INCLUDING THE QUALITY AND NATURE OF CLIENT DATA, CLIENT CONTRIBUTIONS, AND CLIENT-SPECIFIED CONSTRAINTS. FURTHERMORE, WHILE FOCOOS AI ENDEAVORS TO RESPECT INTELLECTUAL PROPERTY RIGHTS, **FOCOOS AI MAKES NO WARRANTY OR REPRESENTATION THAT CLIENT'S USE OF THE SERVICES, ANY FOCOOS AI-PROVIDED ARCHITECTURES (PARTICULARLY THOSE DERIVED FROM OR INCORPORATING OPEN SOURCE COMPONENTS), OR ANY CLIENT CUSTOMIZED MODELS DEVELOPED BY CLIENT WILL NOT INFRINGE, MISAPPROPRIATE, OR VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY.** CLIENT IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS DEVELOPMENT, USE, MODIFICATION, COMBINATION, AND DISTRIBUTION OF AI MODELS AND RELATED APPLICATIONS COMPLY WITH ALL APPLICABLE LAWS AND DO NOT INFRINGE ANY THIRD-PARTY RIGHTS. CLIENT ASSUMES ALL RISKS AND RESPONSIBILITY FOR CONDUCTING APPROPRIATE INTELLECTUAL PROPERTY CLEARANCE FOR ITS MODELS AND APPLICATIONS.

c. **DISCLAIMER FOR OPEN SOURCE COMPONENTS.** ALL OPEN SOURCE COMPONENTS ARE PROVIDED "AS IS" AND ARE SUBJECT SOLELY TO THE TERMS OF THEIR RESPECTIVE OPEN SOURCE LICENSES. FOCOOS AI PROVIDES NO WARRANTIES WHATSOEVER, AND ACCEPTS NO LIABILITY WHATSOEVER, FOR ANY OPEN SOURCE COMPONENTS.

7.7. **Limitation of Liability (Specific to IP Matters)** *(This should be read in conjunction with the general Limitation of Liability section of the Terms)* IN NO EVENT SHALL FOCOOS AI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) CLIENT'S INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT; (II) CLIENT'S NON-COMPLIANCE WITH ANY OPEN SOURCE LICENSES; (III) THE ACCURACY, FUNCTIONALITY, OR PERFORMANCE OF ANY CLIENT CUSTOMIZED MODEL; OR (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF CLIENT'S Account OR CLIENT DATA INSOFAR AS NOT CAUSED BY FOCOOS AI'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FOCOOS AI'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO INTELLECTUAL PROPERTY MATTERS UNDER THIS ARTICLE SHALL BE LIMITED AS SET FORTH IN THE GENERAL LIMITATION OF LIABILITY SECTION OF THESE TERMS.

## 8. LIMITED WARRANTIES, DISCLAIMERS, AND CRITICAL USE RESTRICTIONS

8.1. **Our Limited Commitments**

FOCOOS AI is committed to providing a quality service. To that end, We make the following limited commitments:

a. **Security and Integrity of FOCOOS AI Code:** FOCOOS AI will use commercially reasonable efforts to ensure that software code developed and released by FOCOOS AI as a direct part of the core Platform or Focoos SDK (excluding Open Source Components, which are subject to their own licenses and development practices) does not, to FOCOOS AI's actual knowledge at the time of release, contain any malware, viruses, or intentionally designed harmful backdoors. FOCOOS AI employs ongoing security scanning practices for its proprietary code.

b. **Transparency Documentation:** For FOCOOS AI-Provided Architectures or any Pre-Trained Models offered directly by FOCOOS AI as part of the Services, We will use commercially reasonable efforts to make available technical documentation. This documentation aims to provide transparency consistent with the principles outlined in regulations such as Article 13 and Article 53 of the EU AI Act, as applicable to Our role as a provider of these AI development tools and components.

c. **Vulnerability Management:** FOCOOS AI will use commercially reasonable efforts to address critical Common Vulnerabilities and Exposures (CVEs) that directly affect the security of FOCOOS AI's core proprietary software components of the Platform or Focoos SDK, by patching or implementing reasonable mitigation measures within the timeframes specified in Our Service Level Agreement (Annex C), if applicable and if such timeframes are provided therein.

d. **Sole and Exclusive Commitments:** THE COMMITMENTS SET FORTH IN THIS ARTICLE 8.1 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY FOCOOS AI WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED AS SET FORTH IN Article 8.2 BELOW.

8.2. **Comprehensive Disclaimers of Warranties**

a. **"AS IS" AND "AS AVAILABLE" PROVISION:** EXCEPT FOR THE LIMITED COMMITMENTS EXPRESSLY STATED IN ARTICLE 8.1. ABOVE, THE PLATFORM, FOCOOS SDK, ANYMA ENGINE, FOCOOS AI-PROVIDED ARCHITECTURES, CLIENT CUSTOMIZED MODELS, ALL OTHER SERVICES, AND ANY OUTPUTS OR INFORMATION GENERATED THEREFROM ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

b. **NO OTHER WARRANTIES:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOCOOS AI, ON BEHALF OF ITSELF AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES OTHER THAN THOSE IN Article 8.1 and 8.2., INCLUDING BUT NOT LIMITED TO: i. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ii. ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

c. **SPECIFIC DISCLAIMERS REGARDING AI OUTPUTS AND PERFORMANCE:** FOCOOS AI DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT: i. THE SERVICES OR ANY OUTPUTS (INCLUDING FOCOOS AI-PROVIDED ARCHITECTURES OR CLIENT CUSTOMIZED MODELS) WILL ACHIEVE ANY MINIMUM THRESHOLD OF ACCURACY, RELIABILITY, OR COMPLETENESS, OR THAT THEY WILL BE FREE FROM ERRORS, DEFECTS, BIASES, "HALLUCINATIONS," OR OTHER UNINTENDED RESULTS. THE PERFORMANCE OF AI SYSTEMS IS INHERENTLY PROBABILISTIC AND DEPENDS ON NUMEROUS FACTORS BEYOND FOCOOS AI'S REASONABLE CONTROL, INCLUDING THE QUALITY AND CHARACTERISTICS OF CLIENT DATA AND CLIENT CONTRIBUTIONS. ii. THE PLATFORM INFRASTRUCTURE OR SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR COMPATIBLE WITH ALL CLIENT HARDWARE, SOFTWARE, OR THIRD-PARTY SYSTEMS. iii. ANY OUTPUTS, INFORMATION, OR ANALYSES GENERATED BY OR THROUGH THE SERVICES CONSTITUTE OR SHOULD BE RELIED UPON AS LEGAL, MEDICAL, FINANCIAL, ENGINEERING, OR OTHER PROFESSIONAL ADVICE, OR AS A DEFINITIVE OR AUTOMATED DECISION THAT CAN BE ACTED UPON WITHOUT INDEPENDENT HUMAN REVIEW, VERIFICATION, AND PROFESSIONAL JUDGMENT. CLIENT IS SOLELY RESPONSIBLE FOR ALL DECISIONS AND ACTIONS TAKEN BASED ON ITS USE OF THE SERVICES.

8.3. **Prohibited and Restricted High-Risk Uses**

a. **General Principle.** Client acknowledges that the Services are specialized AI development tools for Computer Vision  and are not designed, certified, or intended by FOCOOS AI for use in applications that could lead to death, personal injury, severe physical or environmental damage, or that are classified as high-risk or prohibited AI systems under the EU AI Act or other similar regulations.

b. **Permitted High-Risk Use upon Notification and Assumption of Legal Obligations:** Client acknowledges and agrees that it may use the Services, any FOCOOS AI-Provided Architecture, or any Client Customized Model for a purpose that qualifies as a "high-risk AI system" under the EU AI Act (Regulation (EU) 2024/1689) only under the following conditions:

    i. Change of Intended Purpose and Legal Status:By deploying or substantially modifying the FOCOOS AI System or any component thereof in such a way that the resulting system qualifies as a high-risk AI system (as defined in Article 6 and Annex III of the EU AI Act), Client shall be deemed to have changed the original intended purpose of the system. As a result, and pursuant to Article 25(1) of the EU AI Act, Client shall assume the legal status and obligations of a Provider under the Regulation.

    ii. Mandatory Notification Requirement:Prior to any such high-risk use, Client must provide written notification to FOCOOS AI at least sixty (60) days in advance, specifying the intended high-risk purpose, the planned deployment context, and the measures to ensure full compliance with the AI Act.

    iii. Optional High-Risk Addendum:FOCOOS AI reserves the right, at its sole discretion, to request the execution of a High-Risk Use Addendum to address any specific technical, commercial, or risk management concerns. This Addendum may include additional contractual obligations, cost allocations, support limitations, or cooperation terms, but its absence does not relieve Client of its statutory obligations under the EU AI Act.

    iv. Client's Assumption of Full Regulatory Responsibility:Upon initiating such high-risk use, Client shall bear full and sole responsibility for ensuring compliance with all applicable requirements under the EU AI Act, including but not limited to risk management, data governance, conformity assessment, CE marking, registration, and post-market monitoring, as applicable to high-risk AI systems under Chapter III of the Regulation.

c. **Consequences of Unauthorized High-Risk Use.** i. **Material Breach:** Consequences of High-Risk Use Without Compliance

    i. Material Breach:Any use of the Services for an Excluded Use Case without fulfilling the obligations in Article 5 shall constitute a material breach of these Terms.

    ii. Assumption of Provider Status and Liability:In the event of such use:Client shall be deemed to have assumed full responsibility as Provider of the AI system under the EU AI Act; Client shall bear all legal, regulatory, and operational consequences arising from such use, including those arising from non-compliance;Client shall defend, indemnify, and hold harmless FOCOOS AI and its affiliates from any resulting claims, penalties, damages, liabilities, or costs (including legal fees).

    iii. FOCOOS AI's Remedies:Without prejudice to other remedies, FOCOOS AI may, in the event of a breach under this Article, exercise any or all of the following:Immediate suspension of access to the Services;Termination of the Agreement under Article 10;Legal action for recovery of damages, fines, or losses caused by the Client's non-compliant use.

## 9. LIMITATION OF LIABILITY AND INDEMNIFICATION

### 9.1. Limitation of Liability

a. **Monetary Cap on FOCOOS AI's Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOCOOS AI'S TOTAL AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR THEIR USE OR PERFORMANCE, SHALL BE LIMITED AS FOLLOWS: i. **For Paid Service Plans:** FOCOOS AI'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL NET FEES ACTUALLY PAID BY CLIENT TO FOCOOS AI FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. ii. **For Free Plans or Free Trial Periods:** FOCOOS AI'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED A TOTAL SUM OF ONE HUNDRED EUROS (EUR €100.00) OR ITS EQUIVALENT IN APPLICABLE LOCAL CURRENCY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

b. **Exclusion of Indirect, Consequential, and Certain Other Damages.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOCOOS AI, ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO: i. LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY OR CONTRACTS, LOSS OF GOODWILL OR REPUTATION (WHETHER DIRECT OR INDIRECT); ii. LOSS OR CORRUPTION OF DATA, OR COSTS ASSOCIATED WITH DATA RECOVERY OR SYSTEM RESTORATION; iii. BUSINESS INTERRUPTION COSTS; iv. COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; OR v. ANY REGULATORY FINES, PENALTIES, OR SANCTIONS IMPOSED UPON CLIENT ARISING FROM CLIENT'S MISUSE OF CLIENT CUSTOMIZED MODELS, CLIENT'S FAILURE TO COMPLY WITH APPLICABLE LAWS (INCLUDING, BUT NOT LIMITED TO, THE EU AI ACT OR DATA PROTECTION REGULATIONS), OR CLIENT'S BREACH OF THIS AGREEMENT. THIS EXCLUSION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER FOCOOS AI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE EXCLUSION OF PUNITIVE OR EXEMPLARY DAMAGES IS INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED, NOTING THAT WHILE SUCH DAMAGES ARE GENERALLY NOT AWARDED FOR BREACH OF CONTRACT UNDER MANY JURISDICTIONS INCLUDING ITALY, THEY MAY BE APPLICABLE IN OTHER CONTEXTS OR JURISDICTIONS.

c. **Liabilities Not Limited or Excluded (Mandatory Carve-Outs).** Nothing in this Article 9 or elsewhere in this Agreement is intended to limit or exclude FOCOOS AI's liability for: (i) death or personal injury directly caused by FOCOOS AI's negligence or a product defect where such liability cannot be excluded under applicable product liability laws (e.g., principles aligned with the Italian Consumer Code); (ii) FOCOOS AI's fraud or fraudulent misrepresentation; (iii) FOCOOS AI's intentional misconduct ("dolo") or gross negligence ("colpa grave"), where liability for such conduct cannot be limited under the mandatory provisions of the Governing Law; (iv) any breach by FOCOOS AI of its confidentiality obligations set forth in Article 12 that directly results in the unauthorized disclosure of Client's properly designated Confidential Information; (v) any indemnification obligations expressly undertaken by FOCOOS AI in this Agreement, if any; or (vi) any other liability which cannot be lawfully excluded or limited under mandatory applicable law (including direct liabilities under GDPR Art. 82 where FOCOOS AI is solely at fault).

d. **Basis of the Bargain.** Client acknowledges and agrees that the limitations and exclusions of liability, as well as the disclaimers of warranties set forth in this Agreement (including in Article 8), form an essential basis of the bargain between Client and FOCOOS AI, have been relied upon by FOCOOS AI in determining the Fees charged for the Services, and shall apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9.2. **Indemnification by Client**

  a. **Client's Core Indemnification Obligation.** Client agrees to defend, indemnify, and hold harmless FOCOOS AI, its affiliates, and their respective officers, directors, employees, agents, licensors, and subcontractors (collectively, the "**FOCOOS AI Indemnitees**") from and against any and all third-party claims, demands, actions, suits, proceedings, liabilities, damages, losses, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and legal costs calculated in accordance with applicable law) (collectively, "**Claims**") incurred by or asserted against any FOCOOS AI Indemnitee, arising out of, relating to, or in connection with: i. **Client Data:** Any Client Data provided by Client or processed using the Services, including but not limited to any Claim that such Client Data infringes, misappropriates, or otherwise violates any third-party intellectual property right, privacy right, or is defamatory, obscene, illegal, or otherwise actionable. ii. Breach of Terms or Law: Client's use of the Services in breach of any provision of this Agreement (including the Acceptable Use Policy, available at www.focoos.ai/legal, or in violation of any applicable law, rule, or regulation. iii. **Client Customized Models:** The development, training, deployment, use, performance, outputs, or distribution of Client Customized Models by Client or its End Users, including, without limitation, any Claim that such models or their use infringe third-party rights, cause harm, are biased, inaccurate, or fail to comply with applicable laws or industry standards. iv. **Violation of Third-Party Rights:** Client's violation or alleged violation of any third-party's copyright, patent, trade secret, trademark, privacy rights, or other intellectual property or proprietary rights, including through Client's non-compliance with Open Source Licenses. v. High-Risk AI Uses:Any development, deployment, marketing, placing on the market, putting into service, or use by Client of any AI system for a "High-Risk AI Use" without complying with the conditions in Article 5 (including notification, conformity assessments, CE marking, etc.) shall trigger Client's sole assumption of all Provider obligations under the EU AI Act and constitute a material breach. Client shall indemnify FOCOOS AI as provided herein.vi. Export Co**ntrol and Sanctions Violations:** Any violation by Client of applicable export control laws, international sanctions, or restrictions on providing Client Customized Models or Services to prohibited countries, entities, or individuals without a valid license or authorization.

  b. **Indemnification Procedure.** i. FOCOOS AI shall promptly notify Client in writing of any Claim for which it seeks indemnification hereunder; provided, however, that any failure or delay by FOCOOS AI in providing such notice shall not relieve Client of its indemnification obligations except to the extent that Client is materially prejudiced by such failure or delay. ii. Client shall, at its sole cost and expense, assume the exclusive defense and control of such Claim using legal counsel reasonably acceptable to FOCOOS AI, within fifteen (15)] days of receiving FOCOOS AI's notice of the Claim. iii. FOCOOS AI will provide reasonable cooperation to Client in the defense of such Claim, at Client's expense. FOCOOS AI reserves the right to participate in the defense of any Claim with counsel of its own choosing, at its own expense (unless there is a conflict of interest between Client and FOCOOS AI that, in FOCOOS AI's reasonable judgment, requires separate representation for FOCOOS AI, in which case Client shall bear the reasonable expense of one such separate counsel for FOCOOS AI). iv. Client shall keep FOCOOS AI regularly and reasonably informed of the status of the Claim and defense efforts. v. Client shall not settle, compromise, or otherwise dispose of any Claim in a manner that: (1) admits any liability or wrongdoing on the part of any FOCOOS AI Indemnitee; (2) imposes any monetary obligation on any FOCOOS AI Indemnitee not fully covered by Client's indemnification; (3) imposes any non-monetary obligation or restriction on any FOCOOS AI Indemnitee or its business; or (4) adversely affects FOCOOS AI's rights, reputation, or business interests, without FOCOOS AI's express prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

9.3. **FOCOOS AI's Cooperation in Context of EU AI Act (Article 25)**

a. As further detailed in Article 5, if Client, through its actions (such as substantial modification of a FOCOOS AI-Provided Architecture, change of its intended purpose to a high-risk application, or placing a Client Customized Model on the market under Client's own brand for a high-risk use), becomes a "New Provider" of a high-risk AI system under the EU AI Act, FOCOOS AI, in its capacity as a "transferring ex-provider," commits to cooperating with Client as mandated by Article 25, Paragraph 2 of the EU AI Act. b. This cooperation, provided upon Client's reasonable written request and at Client's sole expense, is limited to: (i) providing such technical documentation concerning the original FOCOOS AI-Provided Architecture as is in FOCOOS AI's possession and reasonably necessary for Client's compliance; (ii) granting reasonable access to available training logs and versioning data related to the original FOCOOS AI-Provided Architecture, to the extent strictly necessary for Client to demonstrate conformity of its high-risk AI system; and (iii) offering reasonable support in connection with verifications by competent national supervisory authorities regarding the original components supplied by FOCOOS AI. c. **No Assumption of Provider Obligations.** Such cooperation by FOCOOS AI shall not, under any circumstances, imply or constitute an assumption by FOCOOS AI of any of the ongoing "Provider" obligations under Chapter III of the EU AI Act (or any other similar legislation), all of which remain the sole and exclusive responsibility of the Client as the New Provider of the high-risk AI system.

## 10. TERM, SUBSCRIPTION RENEWAL, SUSPENSION, AND TERMINATION

### 10.1. Commencement and Term of Agreement

a. Commencement. This Agreement commences and becomes legally binding upon You ("Client," "User," or "Your") on the earlier of: (i) the date You first activate Your Account for the Services; or (ii) the date You first access or use any part of the Services, following Your acceptance of these Terms and Conditions ("Terms").

b. Subscription Term for Free Plans. If You are using a "Free Plan" (as may be offered by FOCOOS AI with limited features and no fees), the Subscription Term for such Free Plan shall continue indefinitely until terminated by either You or FOCOOS AI in accordance with these Terms, or if Your Account becomes inactive for a period specified by FOCOOS AI twelve (12)]consecutive months.

c. Subscription Term for Premium Plans. The initial subscription term for any paid service plan ("Premium Plan") shall be as specified in the applicable Order Form or Your Account Settings (e.g., monthly or annual) (the "Initial Subscription Term").

d. Automatic Renewal of Premium Plans. UNLESS OTHERWISE EXPRESSLY STATED IN AN ORDER FORM OR UNLESS EITHER PARTY PROVIDES THE OTHER WITH WRITTEN NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE THEN-CURRENT SUBSCRIPTION TERM (WHETHER THE INITIAL SUBSCRIPTION TERM OR ANY RENEWAL TERM), EACH PREMIUM PLAN SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR SUCCESSIVE PERIODS EQUAL IN DURATION TO THE IMMEDIATELY PRECEDING TERM (EACH, A "RENEWAL TERM"). SUCH RENEWALS WILL BE AT FOCOOS AI'S THEN-CURRENT STANDARD FEES FOR THE APPLICABLE PREMIUM PLAN, UNLESS OTHERWISE AGREED IN WRITING. (The Initial Subscription Term and all Renewal Terms are collectively referred to as the "Subscription Term").

### 10.2. Termination Rights

a. Client's Right to Terminate for Convenience. You may terminate Your subscription to the Services and close Your Account at any time, for any reason, by: (i) utilizing the Account cancellation or subscription management features available within Your Account settings on the Platform; or (ii) providing FOCOOS AI with 30 days' prior written notice at support@focoos.ai. Termination will be effective at the end of Your then-current paid billing period (for Premium Plans) or upon processing Your request (for Free Plans). You will remain responsible for all Fees accrued up to the effective date of termination. Except as may be mandatorily required by applicable consumer law (for Consumers only) or as expressly stated otherwise in these Terms (e.g., for FOCOOS AI's uncured material breach), prepaid Fees are non-refundable. The Services will remain accessible to You until the effective date of termination for any ongoing paid subscription period.

b. FOCOOS AI's Right to Terminate for Convenience. FOCOOS AI may terminate this Agreement and Your access to the Services, in whole or in part, for its convenience, at any time, by providing You with at least 30 days' prior written notice. In such an event, if You have a prepaid Premium Plan, FOCOOS AI will provide a pro-rata refund of any unused, prepaid Fees for the portion of the Subscription Term extending beyond the effective date of termination.

c. Termination for Cause (Material Breach). i. Either party may terminate this Agreement with immediate effect by written notice to the other party if the other party commits a material breach of these Terms and fails to cure such breach (if such breach is capable of cure) within thirty (30) days of receiving written notice detailing the specific breach. ii. Without limiting the foregoing, the following shall be considered material breaches by Client, entitling FOCOOS AI to terminate or suspend the Services immediately or with shorter notice as FOCOOS AI deems appropriate in its reasonable discretion: (1) non-payment of undisputed Fees after receiving a delinquency notice from FOCOOS AI; (2) any violation of FOCOOS AI's Acceptable Use Policy (www.focoos.ai/legal) or restrictions on High-Risk AI Uses (as detailed in Article 5 and Annex A); (3) any infringement or misappropriation of FOCOOS AI's Intellectual Property Rights; or (4) any breach of Client's confidentiality obligations. (This provision reflects the intent of an express termination clause, similar in effect to principles like those in Article 1456 of the Italian Civil Code, allowing for resolution upon specified breaches).

10.3. **Suspension of Services**

a. FOCOOS AI's Right to Suspend. FOCOOS AI reserves the right to suspend or limit Your access to the Services, in whole or in part, immediately and without liability, under the circumstances outlined below. FOCOOS AI will provide reasoned communication regarding the suspension where practicable and legally permissible.

b. Grounds for Suspension: i. Imminent Security Threat: If FOCOOS AI reasonably believes that Your use of the Services, Your Account, or a security vulnerability (e.g., a zero-day exploit affecting systems You use or a compromise of Your credentials) poses an imminent threat to the security, integrity, stability, or availability of the Platform, FOCOOS AI's systems, other clients, or any third party. Suspension under this ground may be immediate and without prior notice. ii. Serious Violations: For serious or repeated violations of FOCOOS AI's Acceptable Use Policy (www.focoos.ai/legal), AI Act compliance terms (Article 5), or other material provisions of these Terms (e.g., uploading prohibited or illicit content, engaging in unnotified/non-compliant High-Risk AI Uses). Suspension may be with twenty-four (24) hours' prior written notice or immediate for willful, severe, or ongoing violations. iii. Payment Default: If undisputed Fees remain overdue for more than fifteen (15) days from their due date, FOCOOS AI may suspend Services after providing You with at least seven (7) days' prior written notice of such delinquency and Your failure to cure within that notice period. iv. Compliance with Legal Orders: If required by a binding order from a court of competent jurisdiction or a competent governmental or regulatory authority (e.g., an AI Office, Data Protection Authority, or law enforcement agency). Suspension under this ground may be immediate and without prior notice if so required by the legal order. v. Suspected Violation of Export Controls or Sanctions: If FOCOOS AI reasonably suspects Your use of the Services is in violation of applicable export control laws or international economic sanctions.

c. Notice and Service Restoration. FOCOOS AI will use commercially reasonable efforts to notify You of any suspension and the reasons therefore (unless prohibited by law or where immediate action is critical to prevent harm). Access to the Services will typically be restored promptly after You have verifiably cured the cause of the suspension to FOCOOS AI's reasonable satisfaction and, if applicable, reimbursed FOCOOS AI for any reasonable costs incurred by FOCOOS AI in connection with investigating and addressing the cause of the suspension. If the cause of suspension is not cured within a reasonable period specified by FOCOOS AI fifteen (15) days, FOCOOS AI may proceed to terminate Your Account for material breach.

10.4. **Effect of Termination and Post-Termination Data Management ("Clean Exit")**

a. Cessation of Rights and Obligations. Upon the effective date of termination or expiration of this Agreement for any reason: i. All licenses and rights granted by FOCOOS AI to You hereunder shall immediately terminate, and You must cease all access to and use of the Services. ii. You shall promptly pay to FOCOOS AI any outstanding undisputed Fees accrued up to the effective date of termination. iii. Each party will promptly return or, at the other party's request, destroy all Confidential Information of the other party in its possession or control, subject to any data retention obligations under applicable law or this Agreement.

b. Survival. The provisions of these Terms that by their nature are intended to survive termination or expiration shall so survive, including but not limited to, accrued payment obligations, confidentiality obligations, intellectual property ownership provisions, disclaimers of warranties, limitations of liability, indemnification obligations, governing law, and dispute resolution provisions.

c. Client Data Export ("Data Portability"). For a period of thirty (30) calendar days following the effective date of termination or expiration of Your Account (the "Export Window"), You may submit a written request to FOCOOS AI at support@focoos.ai to export: (i) Your Client Customized Models (including weights and configuration files, where feasible in standard interoperable formats); (ii) Client Data primarily associated with such models that You have uploaded to the Platform; (iii) principal operational logs directly related to Your use of the Services during the preceding thirty (30); and (iv) any relevant OSS Notice File provided by FOCOOS AI for FOCOOS AI-Provided Architectures You utilized. FOCOOS AI will use commercially reasonable efforts to make such data available for export by You via API (if applicable) or other secure electronic means mutually agreed upon.

d. Data Deletion by FOCOOS AI. Following the Export Window, FOCOOS AI will proceed to securely delete or render permanently unrecoverable residual Client Data (excluding any data FOCOOS AI is legally required to retain or data already de-identified and aggregated as permitted by these Terms) from its active production systems.

e. Exceptions to Deletion and Data Retention. Notwithstanding the foregoing, FOCOOS AI may retain: (i) certain Client Data or system-generated logs as required by applicable law or for bona fide legal, auditing, or evidentiary purposes or as legally mandated; and (ii) data that has been de-identified and aggregated such that it does not identify You or any natural person, for FOCOOS AI's internal business purposes, including service improvement and analytics. Equally Self-Service Account Deletion as stated in Article 4.6 b of these Terms will be irreversible.

f. No Unreasonable Switching Charges (EU Data Act Principle). In line with principles such as those expressed in Article 26 of the EU Data Act concerning fair commercial practices for data porting, FOCOOS AI will not impose penalties or additional charges on You specifically for the act of You switching to another service provider or exporting Your data as permitted herein. This does not preclude standard, pre-agreed data egress or network traffic fees that may be associated with the volume of data exported, if such fees are generally applicable and detailed in Your Order Form.

g. No Guarantee of Data Recovery Post-Export Window. You acknowledge and agree that after the thirty (30) day Export Window has expired, FOCOOS AI does not guarantee the continued retention or availability for recovery of Your Client Data and may proceed with its deletion policies without further notice. It is Your sole responsibility to ensure You have exported all necessary data within the Export Window.

## 11. MODIFICATIONS TO THESE TERMS

11.1. **FOCOOS AI's Right to Modify Terms: Right to Modify.** FOCOOS AI reserves the right, in its reasonable discretion, to amend, modify, or update these Terms, or any part thereof, from time to time as stated in Article 4.9 of these Terms.

## 12. CONFIDENTIALITY

12.1. **Definition of Confidential Information. "Confidential Information"** means all non-public information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. FOCOOS AI's Confidential Information includes, without limitation, the non-public aspects of its Platform, Services, software (including FOCOOS AI Proprietary SDK Extensions and FOCOOS AI Premium Architectures), technology, product plans, pricing, security information, and business or technical information. Client's Confidential Information includes, without limitation, Client Data that is not publicly available. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

12.2. **Protection of Confidential Information.** The Receiving Party shall: (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

12.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law or a valid legal order to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## 13. DATA SECURITY AND PRIVACY

13.1. **Data Security.** FOCOOS AI will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Client Data processed by the Platform. These safeguards will include measures for preventing unauthorized access, use, modification, or disclosure of Client Data by FOCOOS AI personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Article 12.3 (Compelled Disclosure), or (c) as Client expressly permits in writing. FOCOOS AI's specific security measures.

13.2. **Privacy.** FOCOOS AI's collection, use, and processing of personal data in connection with the Services is governed by its Privacy Policy (available at www.focoos.ai/legal) and, for Business Users where FOCOOS AI acts as a data processor, by the Data Processing Addendum ("DPA") (available at www.focoos.ai/legal). Client agrees to the terms of the applicable Privacy Policy and, if a Business User, the DPA, which are incorporated by reference into these Terms. Client is solely responsible for ensuring its use of the Services, including its provision and processing of Client Data containing personal data, complies with all applicable data protection laws and regulations, including obtaining necessary consents.

## 14. SERVICE LEVELS AND SUPPORT

14.1. **Service Levels (if applicable).** FOCOOS AI will use commercially reasonable efforts to maintain the availability of the Platform, in accordance with the service levels set forth in the Service Level Agreement ("**SLA**"), which is incorporated by reference into these Terms. However, access to the Platform and Services is provided on an "AS IS" and "AS AVAILABLE" basis, and FOCOOS AI does not guarantee any specific level of uptime or availability, particularly for Free Plans or trial periods, except as may be expressly stated in a specific Premium Plan description. Scheduled maintenance will be communicated in advance where practicable.

14.2. **Support Services.** FOCOOS AI will provide technical support for the Services ("**Support Services**") in accordance with the support plan associated with Client's subscription tier, as detailed on Our website at www.focoos.ai/legal. Support Services are typically available via support@focoos.ai, during FOCOOS AI's standard business hours 9:00 AM - 6:00 PM Central European Time, Monday through Friday, excluding public holidays in Italy. FOCOOS AI is not obligated to provide support for Free Plans, modifications made by Client to the Focoos SDK or FOCOOS AI-Provided Architectures, or issues arising from Client's misuse of the Services or third-party products.

## 15. THIRD-PARTY SERVICES AND CONTENT

15.1. The Services may permit Client to link to, integrate with, or otherwise access or use third-party websites, services, software, data, content, or platforms ("Third-Party Services") not owned or controlled by FOCOOS AI. Client acknowledges that any access to or use of such Third-Party Services is solely at Client's own risk. FOCOOS AI does not endorse, sponsor, or assume any responsibility or liability for any Third-Party Services, including their content, functionality, security, accuracy, availability, or privacy practices. Client's use of Third-Party Services is subject to the terms and conditions, privacy policies, and other agreements established by the providers of such Third-Party Services, and Client agrees to comply with all such third-party terms. FOCOOS AI disclaims all warranties, express or implied, and all liability related to Client's decision to use or rely on any Third-Party Services. Any integration or link provided through the Services does not imply an endorsement or partnership by FOCOOS AI.

## 16. PUBLICITY AND USE OF LOGOS

16.1. Client agrees that FOCOOS AI may identify Client as a user of the Services and may use Client's company name and/or logo in FOCOOS AI's Client lists, marketing materials, and on its website. Such use shall be in accordance with Client's standard trademark usage guidelines, if provided by Client to FOCOOS AI in writing. Client may revoke this permission at any time by submitting a written request to FOCOOS AI at legal@focoos.ai, and FOCOOS AI will use commercially reasonable efforts to cease such use prospectively in future marketing materials.

## 17. GENERAL PROVISIONS (MISCELLANEOUS)

17.1. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (except for payment obligations) if such failure or delay is due to any cause beyond its reasonable control, including but not limited to acts of God, natural disasters (e.g., fire, flood, earthquake, severe storm), pandemic, epidemic, war, terrorism, cyber-attacks on a widespread basis (not specific to the party's systems due to its negligence), civil unrest or insurrection, labor disputes or strikes (not involving the party's own workforce), embargoes, governmental actions, orders or regulations, widespread interruption or failure of utility, Internet, or telecommunication services provided by third parties, or other similar unforeseeable events that make performance commercially impracticable ("Force Majeure Event"). The party affected by a Force Majeure Event will provide prompt written notice to the other party of the event and its expected duration and will use commercially reasonable efforts to mitigate the effects of such event and to resume performance as soon as practicable. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate this Agreement upon written notice to the other.

17.2. **Governing Law and Jurisdiction.** This Agreement, and any dispute, claim, or controversy arising out of or relating to this Agreement or its subject matter, formation, interpretation, performance, breach, termination, or validity (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Italy, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of Italy. The parties irrevocably agree that the courts of Milan, Italy shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

17.3. **Dispute Resolution.** Before initiating any formal legal proceedings, the parties agree to first attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiations between their authorized representatives for a period of at least thirty (30) days from the date the dispute is first notified in writing by one party to the other. If the dispute is not resolved through such negotiations, either party may then pursue remedies available at law.

17.4. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth on the Order Form or Client's Account Registration Details for Client, and to FOCOOS AI S.r.l., Via Giuseppe Galliano 15, 10129, Torino, with a copy to info@focoos.ai for FOCOOS AI], or to such other address that may be designated by the receiving party in writing. All Notices shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by electronic mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). *For Notices to or from entities legally domiciled in Italy, transmission via Posta Elettronica Certificata (PEC) to a designated PEC address shall also constitute valid written notice upon confirmed delivery by the PEC system.*

17.5. **Assignment.** Client may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement, in whole or in part, whether voluntarily, involuntarily, by operation of law (including by merger, consolidation, or acquisition of substantially all of its assets or stock), or otherwise, without the prior express written consent of FOCOOS AI, which consent FOCOOS AI may withhold in its sole discretion. Any purported assignment or delegation by Client in violation of this Article shall be null and void. FOCOOS AI may freely assign or otherwise transfer all or any part of its rights or delegate its obligations under this Agreement without Client's consent, including, without limitation, in connection with a merger, acquisition, corporate reorganization, divestiture, or sale of all or substantially all of its assets or business to which this Agreement relates. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

17.6. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17.7. **Waiver**. No waiver by either party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.8. **Entire Agreement.** These Terms, together with all documents, policies, and addenda incorporated herein by reference (including, but not limited to, the Privacy Policy, the Data Processing Addendum (if applicable to Client), the Model Output License Framework, any Acceptable Use Policy, and any applicable Service Plan Description, Acceptable Use Policy, and any mutually executed Order Form(s), constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings, agreements, negotiations, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any conflict between these Terms and the terms of an Order Form, the terms of the Order Form shall prevail solely with respect to the subject matter of that Order Form.

17.9. **Export Compliance.** Export Compliance. Client represents and warrants that it will comply strictly with all applicable export, re-export, and import control laws and regulations of the European Union, the United States, Italy, and any other applicable jurisdiction ("Export Laws"). Client shall not, directly or indirectly, export, re-export, release, transfer, or make accessible the Services or any underlying information, software, or technology thereof to, or for use in, any jurisdiction, country, or by any person or entity, to which such export, re-export, release, or access is prohibited by Export Laws, including to any sanctioned countries or parties designated on lists maintained by relevant governmental authorities (e.g., EU Consolidated Financial Sanctions List, U.S. Specially Designated Nationals List). Client is solely responsible for determining its compliance obligations under all applicable Export Laws and for obtaining any necessary export licenses, authorizations, or governmental approvals required for its use or distribution of the Services or any Client Customized Models.

17.10. **Relationship of the Parties.** The relationship between FOCOOS AI and Client is solely that of independent contractors. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, franchise, employment, or fiduciary relationship between the parties. Neither party shall have any authority to assume or create any obligation on behalf or in the name of the other party or to bind the other party in any manner whatsoever.

17.11. **Headings and Interpretation.** The headings and titles in this Agreement are for reference and convenience only and shall not affect the interpretation or construction of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and vice versa. The words "include," "includes," and "including" when used in this Agreement shall be deemed to be followed by the words "without limitation." References to Clauses, Articles, Sections, or Annexes are references to clauses, articles, sections, or annexes of this Agreement unless otherwise specified.

17.12. **Language.** This Agreement is executed in the English language. If FOCOOS AI provides a translation of this Agreement into any other language, the English language version shall govern and prevail in the event of any conflict or inconsistency between the English version and any translated version. All communications, notices, and support provided under or in connection with this Agreement shall be in the English language.

**18. SPECIFIC APPROVAL OF ONEROUS CLAUSES**

18.1. Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, you, the Client, expressly declare that you have read, understood, and specifically approve the following Articles and Sections of these Terms and the Data Protection Agreement (DPA):

- Article 4 (specifically Section 4.4, Prohibited Conduct, and Section 4.5, Monitoring, Suspension, 4.9 Amendments to these Terms and Termination Rights of FOCOOS AI);

- Article 5 (Intended Use of AI Services, EU AI Act Compliance, and Client Responsibilities for High-Risk Applications), including the associated indemnification obligations;

- Article 7 (Intellectual Property Rights and Licenses), specifically the license grants and restrictions;

- Article 8 (Limited Warranties, Disclaimers, and Use Restrictions);

- Article 9 (Limitation of Liability and Indemnification);

- Article 10 (Term, Subscription Renewal, Suspension, and Termination), specifically FOCOOS AI's rights to suspend and terminate the Services;

- Article 16 Publicity And Use Of Logos;

- Article 17 (General Provisions), specifically Section 17.6 (Governing Law and Exclusive Jurisdiction).

- Article 19 (Regulatory Safeguard and Future Re-Classification)

- DPA: under the Standard Contractual Clauses (SCCs): Clause 7.7 Use of sub-processors; Clause 10 Non-compliance with the Clauses and termination.

- **From the Data Protection Agreement (DPA):**

    - **Clause 4.4** – *Confidentiality agreement*

    - **Clause 6** – *Liability and duration*

    - **Clause 7** – *Controller's instructions*

    - **Clause 9** – *Withdrawal and termination of the Agreement*

    - **Clause 10** – *Inspections and audits*

    - **Clause 11** – *Amendments to the DPA*

## 19.  Regulatory Safeguard and Future Re-Classification

19.1. Re-Classification Trigger. Client acknowledges and agrees that the current classification of FOCOOS AI-Provided Architectures as non-General Purpose AI Models (non-GPAI) is based on the technical characteristics as of the Effective Date and the interpretative framework set forth by the Guidelines of the Commission of July 18, 2025 on the scope of the obligations for general-purpose AI models (specifically, concerning training compute and generative capacity).

19.2. Future Applicability of Chapter V. Should FOCOOS AI subsequently develop, train, or release any model version (including future "promptable models" referenced in our roadmap) which, based on its capabilities (e.g., reaching or exceeding $10^{23}$ FLOPs or acquiring broad generative capacity) or regulatory changes, is officially classified or presumed to be a General-Purpose AI Model (GPAI) under Article 3(63) of the AI Act or any successor regulation, FOCOOS AI reserves the right to immediately update the Documentation and these Terms to incorporate the relevant obligations of Chapter V (Articles 51–56) of the AI Act.

19.3. Client Obligation to Cooperate. In the event of such re-classification, Client shall cooperate fully to ensure compliance with any newly applicable GPAI transparency obligations (e.g., Annex XII documentation for downstream providers).

# DRAFTED ANNEX TEMPLATES

**-ANNEX A: ACCEPTABLE USE POLICY (AUP)-**

*Effective Date: June 8, 2025*

*Last Updated: June 8, 2025*

This Acceptable Use Policy ("AUP") forms an integral part of the Terms and Conditions ("Terms") between FOCOOS AI S.r.l. ("FOCOOS AI," "We," "Us," "Our") and You ("Client," "User," "You"). Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Terms. This AUP outlines unacceptable uses of Our Services. FOCOOS AI reserves the right to modify this AUP at any time, with modifications becoming effective as per the "Modifications to Terms" section of the main Terms.

1. General Prohibitions You agree not to, and not to permit any third party (including Your Authorized Users or End Users) to, use the Services: a. For any illegal, fraudulent, malicious, or unauthorized purpose. b. In any manner that infringes, misappropriates, or violates the intellectual property rights, privacy rights, publicity rights, or other proprietary or legal rights of any third party. c. To transmit, store, or process any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, obscene, pornographic, excessively violent, discriminatory (based on race, ethnicity, religion, gender, sexual orientation, disability, age, or other protected characteristics), hateful, or otherwise objectionable in FOCOOS AI's reasonable discretion. d. To transmit, store, or process any Client Data containing unsolicited commercial email ("spam"), viruses, worms, Trojan horses, malware, spyware, or any other harmful or destructive code or content. e. In any manner that could damage, disable, overburden, or impair the Services, the Platform, or FOCOOS AI's infrastructure, or interfere with any other party's use and enjoyment of the Services. This includes, but is not limited to, engaging in denial-of-service attacks, network flooding, or attempting to gain unauthorized access to any systems or networks.

2. Specific Prohibitions Related to AI Systems and Data. In addition to the general prohibitions, You specifically agree not to, and not to permit any third party to, use the Services: a. To develop, train, deploy, or operate any AI system for Prohibited AI Practices as defined in Article 5 of the EU AI Act, or for any purpose that is unethical, contrary to fundamental rights, or poses an unacceptable risk to public safety or societal well-being. b. To develop, train, deploy, or operate any High-Risk AI System (as defined in the EU AI Act or by FOCOOS AI) without full compliance with Article 5 of the Terms, including obtaining any necessary prior written addendum from FOCOOS AI. c. To process Personal Data in violation of applicable data protection laws (including GDPR), including processing Personal Data without a valid legal basis, failing to provide necessary notices, or failing to obtain required consents. d. To create or propagate misinformation, disinformation, or "deepfakes" intended to deceive or harm. e. To engage in unauthorized scraping, data mining, or extraction of data from the Platform, FOCOOS AI IP, or third-party sources accessible via the Services, beyond the intended functionalities of the Services for processing Your Client Data. f. To attempt to reverse-engineer, decompile, or discover the underlying algorithms or trade secrets of FOCOOS AI-Provided Architectures (especially FOCOOS AI Premium Architectures) or the Anyma Engine, except as may be strictly permitted by applicable law or Open Source Licenses for specific components.

3. Security and Access Control You agree to: a. Not share Your Account credentials or allow others to use Your Account, except as explicitly permitted for Registered Business Users under a Business User Account and managed through official Platform features. b. Not attempt to bypass, disable, or otherwise circumvent any security measures, authentication mechanisms, or usage limitations implemented by FOCOOS AI. c. Not conduct any unauthorized penetration testing, vulnerability scanning, or other security assessments of the Platform or Services without FOCOOS AI's express prior written consent.

4. Compliance with Laws and Regulations You agree to use the Services in strict compliance with all applicable local, state, national, and international laws, regulations, and treaties, including but not limited to those related to data privacy, intellectual property, export controls, sanctions, and artificial intelligence.

5. Reporting Violations If You become aware of any violation of this AUP by any person, including Your Authorized Users or End Users, You agree to promptly notify FOCOOS AI at legal@focoos.ai and provide Us with assistance, as requested, to stop or remedy the violation.

6. Consequences of Violation Violation of this AUP may result in, among other remedies, the immediate suspension or termination of Your access to the Services, removal of Your content, legal action, and reporting to law enforcement authorities, all as further detailed in the main Terms and Conditions. FOCOOS AI reserves the right to determine, in its sole discretion, whether a violation of this AUP has occurred.

## ANNEX B: MODEL OUTPUT LICENSE (MOL) FRAMEWORK

*Effective Date: June 8, 2025*

*Last Updated: June 8, 2025*

This Model Output License (MOL) Framework ("Framework") sets forth the minimum essential terms and principles that Client ("You" or "Licensee" in the context of this Framework when You act as a licensor to Your End Users) must incorporate into any license agreement ("End User License Agreement" or "EULA") under which You sublicense, resell, distribute, or otherwise make available to any third party ("End User") any Client Customized Model that is based upon or incorporates, in whole or in part, a FOCOOS AI-Provided Architecture. Compliance with this Framework is a material condition of Your license rights under the main Terms and Conditions ("Terms") between You and FOCOOS AI S.r.l. ("FOCOOS AI").

1. Scope and Purpose This Framework is designed to protect FOCOOS AI's intellectual property rights in its underlying Architectures, manage liability, ensure downstream compliance with applicable Open Source Licenses, and promote responsible use of AI technologies.

2. Mandatory Minimum Terms for Your EULA Your EULA with Your End Users for any Client Customized Model incorporating FOCOOS AI-Provided Architectures must include, at a minimum, provisions that achieve the following (using Your own appropriate legal language but reflecting these principles):

a. License Grant and Scope: Clearly define the scope of the license granted to the End User for the Client Customized Model.

b. Restrictions on Use: i. Prohibit End Users from reverse-engineering, decompiling, or disassembling the Client Customized Model for the purpose of extracting, replicating, or creating a service competitive with FOCOOS AI's proprietary Anyma Engine or FOCOOS AI-Provided Architectures (especially FOCOOS AI Premium Architectures). ii. Incorporate or reference Your own Acceptable Use Policy that is at least as restrictive as FOCOOS AI's AUP (Annex A to the Terms) concerning prohibited content and illegal or harmful uses. iii. Include any specific use restrictions or High-Risk AI Use prohibitions that FOCOOS AI has imposed on Your use of the underlying FOCOOS AI-Provided Architecture, or that are required by applicable law (e.g., EU AI Act).

c. Intellectual Property: i. Clarify that while the End User may have rights to use the Client Customized Model as licensed by You, FOCOOS AI retains all underlying ownership and intellectual property rights in the foundational FOCOOS AI-Provided Architectures and the Anyma Engine. ii. If specified by FOCOOS AI for particular FOCOOS AI-Provided Architectures (e.g., certain Premium Architectures or as part of specific branding initiatives), require appropriate attribution to "FOCOOS AI / Anyma" as the source or builder of the foundational architecture, in a manner reasonably designated by FOCOOS AI or You.

d. Open Source Software Compliance: i. Acknowledge that the Client Customized Model may incorporate or be derived from Open Source Components originating from the FOCOOS AI-Provided Architecture. ii. Obligate the End User to comply with all applicable Open Source Licenses if the End User further modifies, distributes, or otherwise uses the Client Customized Model in a way that triggers such OSS obligations. iii. Require the End User to reproduce and not remove or alter the OSS Notice File (which You are responsible for providing to the End User, based on information supplied by FOCOOS AI and any components You added) in connection with any further distribution of the Client Customized Model or its derivatives.

e. Disclaimer of Warranties by FOCOOS AI: Include a clear disclaimer stating that FOCOOS AI (as the original provider of the underlying Architecture) provides such Architecture "AS IS" and disclaims all warranties, express or implied (including merchantability, fitness for a particular purpose, and non-infringement), with respect to the underlying FOCOOS AI-Provided Architecture.

f. Limitation of Liability for FOCOOS AI: Include a provision stating that in no event shall FOCOOS AI (as the original provider of the underlying Architecture) be liable to the End User for any direct, indirect, incidental, special, consequential, or punitive damages arising from the End User's use of the Client Customized Model or the underlying FOCOOS AI-Provided Architecture.

g. Client as Licensor: Clearly state that You (the Client) are the sole licensor of the Client Customized Model to the End User, and FOCOOS AI is not a party to the EULA and has no obligations or liabilities thereunder.

h. High-Risk AI Use Compliance (if applicable): If the Client Customized Model could be used by the End User in a manner constituting a High-Risk AI Use under the EU AI Act or other applicable regulations, Your EULA must clearly delineate the End User's responsibilities for such use and compliance, and reflect any obligations You have assumed as a "Provider" of such a system.

3. Client Responsibility You are solely responsible for drafting, implementing, and enforcing Your EULA with Your End Users. You must ensure Your EULA effectively incorporates the principles and minimum terms of this MOL Framework. FOCOOS AI reserves the right to review Your EULA template upon request to verify compliance with this Framework.

4. No FOCOOS AI Liability to End Users Client acknowledges and agrees that FOCOOS AI shall have no direct or indirect liability, warranty obligation, support obligation, or any other obligation whatsoever to any End User of Client's Customized Models. Client shall indemnify FOCOOS AI against any claims brought by End Users against FOCOOS AI related to Client Customized Models, as further detailed in the main Terms.

**ANNEX C: SERVICE LEVEL AGREEMENT (SLA) (FOR PREMIUM PLANS)**

*Effective Date: June 8, 2025*

*Last Updated: June 8, 2025*

This Service Level Agreement ("SLA") outlines the service level commitments of FOCOOS AI S.r.l. ("FOCOOS AI," "We," "Us," "Our") for the core functionalities of the Platform (as defined in the Terms) applicable to Clients ("Client," "You," "Your") subscribed to eligible "Premium Plans," as specified in Your Order Form or Service Plan Description. This SLA forms part of the Terms and Conditions ("Terms") between FOCOOS AI and Client. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Terms. This SLA does not apply to Free Plans or trial periods.

**1. Definitions Specific to this SLA**

a. "Availability" or "Available" means the Platform's core API endpoints and primary web interface are accessible and responding to requests from the internet. Availability does not include unavailability due to Excluded Downtime.

b. "Monthly Uptime Percentage" is calculated as: ((Total Minutes in a Calendar Month - Total Minutes of Excluded Downtime - Total Minutes of Other Downtime) / (Total Minutes in a Calendar Month - Total Minutes of Excluded Downtime)) * 100%.

c. "Excluded Downtime" means: i. Downtime due to Scheduled Maintenance. ii. Downtime caused by factors outside of FOCOOS AI's reasonable control, including Force Majeure Events (as defined in the Terms), failures or issues with Client's own internet access, equipment, software, or other technology, or failures of third-party services not directly subcontracted by FOCOOS AI as part of the core Platform infrastructure (e.g., public internet, DNS propagation). iii. Downtime resulting from Your or Your Authorized Users' misuse of the Services, actions or inactions, breach of the Terms or AUP, or exceeding usage quotas. iv. Downtime resulting from suspension or termination of Your Services in accordance with the Terms. v. Brief periods of unavailability (less than five [5] minutes) during deployments of updates or patches.

d. "Other Downtime" means any period during which the Platform is not Available that is not Excluded Downtime.

e. "Scheduled Maintenance" means maintenance activities for which FOCOOS AI provides at least 48 hours prior notice (via email or Platform notification), or shorter notice for urgent maintenance deemed necessary by FOCOOS AI to protect the security or integrity of the Services. FOCOOS AI will use commercially reasonable efforts to schedule maintenance during periods of historically low usage for the majority of its users.

f. "Service Credit" means a monetary credit, calculated as set forth below, that FOCOOS AI may apply to Client's future invoices for the Services if FOCOOS AI fails to meet the Service Level Commitment.

**2. Service Level Commitment**

FOCOOS AI commits to using commercially reasonable efforts to provide a Monthly Uptime Percentage of at least 95.0% (the "Service Level Commitment")

**3. Service Credit Claims and Remedies**

a. Claim Procedure: If the Monthly Uptime Percentage for Your subscribed Premium Plan falls below the Service Level Commitment in any calendar month, You may be eligible to receive a Service Credit. To claim a Service Credit, You must submit a written request to FOCOOS AI at support@focoos.ai within fifteen calendar days following the end of the month in which the alleged failure to meet the Service Level Commitment occurred. Your request must include: (i) the dates and times of each instance of Other Downtime You are claiming; (ii) Your Account information; and (iii) any logs or documentation reasonably supporting Your claim.

b. Service Credit Calculation: If FOCOOS AI validates Your claim, the Service Credit will be calculated as a percentage of the monthly subscription Fee actually paid by You for the affected Premium Plan for the calendar month in which the failure occurred, as follows:

Monthly Uptime Percentage —----------- - - - Less than 95.0% but >= 90.0% | 10%

Service Credit Percentage of Monthly Fee —---------- Less than 90.0% | 25%

c. Application of Service Credits: Service Credits will be applied to Your next due invoice for the Services. Service Credits are non-transferable, not redeemable for cash, and may not exceed the total monthly Fee for the affected Service in the month the failure occurred. d. Sole and Exclusive Remedy: THE SERVICE CREDITS DESCRIBED IN THIS SECTION 3, IF APPLICABLE, SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY, AND FOCOOS AI'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY FAILURE BY FOCOOS AI TO MEET THE SERVICE LEVEL COMMITMENT.

4. Exclusions This SLA does not apply to: (a) Free Plans or trial periods; (b) Focoos SDK usage independent of the Platform; (c) beta, pre-release, or evaluation features of the Services; (d) any performance or availability issues related to FOCOOS AI-Provided Architectures or Client Customized Models themselves, as distinct from the core Platform's accessibility; or (e) any services or features expressly excluded from this SLA in their Documentation or applicable Order Form.

**ANNEX D: SUPPORT SERVICES POLICY**

*Effective Date: June 8, 2025*

*Last Updated: June 8, 2025*

This Support Services Policy ("Policy") describes the standard technical support services ("Support Services") provided by FOCOOS AI S.r.l. ("FOCOOS AI," "We," "Us," "Our") for Clients ("Client," "You," "Your") subscribed to eligible Service Plans. This Policy forms part of the Terms and Conditions ("Terms") between FOCOOS AI and Client. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Terms.

1. Scope of Support Services Support Services generally include: a. Assistance with questions regarding the core features and functionalities of the Platform and Focoos SDK as described in the official Documentation. b. Guidance on troubleshooting operational issues, errors, or unexpected behavior encountered while using the Platform or Focoos SDK in accordance with the Documentation. c. Assistance with identifying and reporting suspected bugs or defects in the Platform or Focoos SDK.

2. Exclusions from Support Services Support Services do NOT include, without limitation: a. Support for Free Plans or trial periods (unless expressly offered by FOCOOS AI at its discretion). b. Development, debugging, or optimization of Client Data, Client Contributions, or Client Customized Models. c. Support for modifications made by Client to the Focoos SDK (particularly its open-source core components) or to FOCOOS AI-Provided Architectures that were not authorized or guided by FOCOOS AI Documentation. d. Support for issues arising from Client's misuse of the Services, use in unsupported environments, or combination with third-party software, hardware, or services not expressly supported by FOCOOS AI. e. Professional services such as custom development, data migration, advanced consulting, or dedicated training, which may be available under a separate agreement and for additional fees. f. Support for issues caused by factors outside FOCOOS AI's reasonable control, including Force Majeure Events or failures in Client's own systems or internet connectivity. g. Support for interpreting or complying with legal or regulatory requirements (including the EU AI Act or GDPR), for which Client must seek its own independent expert advice.

3. Accessing Support Services

a. Support Channels: Support Services are accessible through the following channels, depending on Your Service Plan: i. Online Helpdesk/Knowledge Base: Available at [support.focoos.ai](support.focoos.ai). ii. Email Support: For eligible Premium Plans, by contacting support@focoos.ai. b. Support Hours: Standard support hours are 9:00 AM to 6:00 PM Central European Time (CET/CEST), Monday through Friday, excluding public holidays observed in Milan, Italy ("Support Hours"). Response times may vary based on the severity of the issue and Client's Service Plan. c. Information Required: When submitting a support request, Client must provide sufficient information for FOCOOS AI to investigate the issue, including but not limited to: Client Account details, a clear description of the problem, steps to reproduce the issue, relevant error messages, and any applicable logs or screenshots.

4. Response Time Targets (Illustrative - for Premium Plans) FOCOOS AI will use commercially reasonable efforts to meet the following initial response time targets during Support Hours for support requests submitted through designated channels by Clients with eligible Premium Plans. "Response Time" is the time between FOCOOS AI's receipt of a complete support request and FOCOOS AI's initial acknowledgment and commencement of investigation. Resolution times will vary based on the complexity of the issue.

5. Client Responsibilities To receive effective Support Services, Client agrees to: a. Ensure its personnel contacting support possess reasonable technical understanding of the Services and the issue being reported. b. Cooperate with FOCOOS AI support personnel and provide requested information in a timely manner. c. Implement reasonable troubleshooting steps as suggested by FOCOOS AI.

6. Modifications FOCOOS AI reserves the right to modify this Support Services Policy at any time, with such modifications becoming effective as per the "Modifications to Terms" section of the main Terms.