



SafeSHIFT Software License Agreement (SLA)

Effective October 12, 2025

1. DEFINITIONS

“**Software**” refers to the SafeSHIFT digital safety management platform, including its interfaces, APIs, AI systems, document generators, dashboards, and data models.

“**Services**” refers to the features and functionality delivered through the Software, including but not limited to safety document creation, analytics, AI-assisted formatting, and user account management.

“**Subscription Term**” means the valid license period based on the user’s active subscription plan.

“**Licensee**” refers to the individual or entity that has subscribed to use the Software.

2. LICENSE GRANT

2.1 SafeSHIFT Inc. grants the Licensee a limited, non-transferable, non-sublicensable, and non-exclusive license to access and use the Software during the Subscription Term for internal safety documentation purposes only.

2.2 Each license is assigned to a single individual. Account sharing is prohibited and may result in suspension or termination.

3. AI-GENERATED DOCUMENTS AND RESPONSIBILITY

3.1 Documents generated by SafeSHIFT are intended to support safety planning and operational efficiency. They are not guaranteed to meet any specific jurisdictional, legal, or compliance requirement.

3.2 The Licensee assumes full responsibility for reviewing, modifying, and approving any AI-generated content prior to use. SafeSHIFT Inc. shall not be liable for incidents, penalties, or damages arising from unverified or unedited use of generated documents.

3.3 Exported documents will include a footer noting the date of generation and may display that SafeSHIFT is not responsible for post-export modifications.

3.4 AI System Disclaimer and Data Use:

- The Software may utilize machine learning or generative AI models to assist in document drafting, formatting, and content recommendations.
 - Such models may operate using anonymized or aggregated data to improve overall system performance.
 - SafeSHIFT Inc. does **not** use user-submitted confidential data to train public or third-party AI models.
 - AI-generated outputs are probabilistic and may contain inaccuracies or omissions. The Licensee is solely responsible for validating all outputs before relying on them.
 - No portion of the Software constitutes legal, compliance, or safety certification advice.
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4. JURISDICTIONAL LIMITATIONS

The Software is designed using general industry best practices and may not reflect specific regulatory requirements such as WHMIS, OSHA, CSA, or provincial/state legislation. The Licensee is solely responsible for verifying documents for local compliance.

5. SUBSCRIPTION AND TERMINATION

5.1 Subscription fees are billed in advance. Monthly plans may be canceled anytime; annual plans require thirty (30) days' notice before renewal. No refunds are issued when monthly plans are cancelled.

5.2 Failure to pay after three (3) retries may result in suspension. Data may be deleted after thirty (30) days of delinquency.

5.3 SafeSHIFT Inc. may terminate this Agreement immediately if the Licensee breaches any term of this Agreement, including misuse or unauthorized redistribution of the Software.

6. INTELLECTUAL PROPERTY

6.1 All platform content, documentation, systems, designs, and outputs remain the exclusive property of SafeSHIFT Inc., a Canadian corporation. The platform is protected by copyright and may be subject to pending patents.

6.2 The Licensee may not reverse engineer, replicate, resell, or use SafeSHIFT outputs for commercial redistribution or product development.

7. USER PROMPT RESPONSIBILITY

7.1 The Licensee is responsible for all inputs submitted through the Software, including "Special Instructions" or custom prompts. Submission of offensive, abusive, or misleading content is strictly prohibited.

7.2 SafeSHIFT Inc. may log and review prompts for compliance and abuse prevention. Accounts may be suspended or terminated upon detection of inappropriate use.

8. CONFIDENTIALITY

Each party agrees to maintain the confidentiality of all non-public information obtained through use or provisioning of the Software. Confidential information shall not be disclosed to any third party without written consent, except as required by law.

9. DATA OWNERSHIP AND SECURITY

9.1 The Licensee retains ownership of all data and content uploaded or entered into the Software.

9.2 SafeSHIFT Inc. may process Licensee data solely for the purpose of providing, maintaining, and improving the Software.

9.3 SafeSHIFT Inc. implements reasonable administrative, technical, and physical safeguards to protect Licensee data but does not guarantee absolute security.

10. WARRANTIES AND LIMITATION OF LIABILITY

10.1 SafeSHIFT Inc. provides the Software “as is,” without warranties of any kind, express or implied, including fitness for a particular purpose or non-infringement.

10.2 To the maximum extent permitted by law, SafeSHIFT Inc. shall not be liable for any indirect, incidental, special, exemplary, or consequential damages, including loss of profits, data, or business interruption.

10.3 SafeSHIFT Inc.’s total aggregate liability for any claim shall not exceed the total fees paid by the Licensee during the six (6) months immediately preceding the claim.

11. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta, Canada.

12. MISCELLANEOUS

12.1 Failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

12.2 If any portion of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between SafeSHIFT Inc. and the Licensee and supersedes all prior agreements, communications, or understandings. Amendments must be in writing and signed by both parties.