

CONSULTIPLY LLC

AI Risk & Liability Disclosure

Incorporated into the Master Services Agreement by reference. Where this Disclosure imposes a more specific or stricter limitation in Consultiplly's favor, the more protective provision controls.

VERSION	DATE
v1.0	September 2026

AI RISK & LIABILITY DISCLOSURE

Addendum to the Master Services Agreement

Consultiply LLC · 2048 41st St, Queens, NY 11105 · legal@consultiply.ai

Version 1.0 · September 11, 2026

This AI Risk & Liability Disclosure (the “Disclosure”) is incorporated into and forms part of the Master Services Agreement (the “MSA”), every Statement of Work (“SOW”), and every related engagement between Consultiply LLC, a New York limited liability company (“Consultiply,” “we,” “us,” or “our”), and the client identified in the applicable SOW, proposal, or order form (“Client,” “you,” or “your”). Capitalized terms not defined here have the meanings given in the MSA.

ACCEPTANCE. Client accepts this Disclosure by signing the MSA or any SOW, proposal, or order form that references it; by instructing Consultiply to begin AI-related work by email, electronic acknowledgment, or verbally where Consultiply then confirms in writing; or by using or continuing to use any Services after notice of these terms.

By engaging Consultiply for AI-related Services, Client acknowledges and agrees as follows:

1. WHAT ARTIFICIAL INTELLIGENCE IS AND IS NOT

AI systems — large language models, foundation models, generative AI, machine-learning platforms, agents, and related technology — have inherent limits. They are probabilistic and non-deterministic, so the same input can produce different outputs at different times. They can produce results that are inaccurate, incomplete, misleading, biased, outdated, or unexpected, and can state fabricated information with apparent confidence (“hallucinations”). They depend on training data that may contain errors or be out of date, reflect biases inherited from data or design, and change as their providers update, deprecate, or replace them. AI output is never a sole source of truth and must be reviewed and verified by qualified human personnel before use.

2. NO RELIANCE ON AI OUTPUTS

All AI-generated outputs, recommendations, analyses, and artifacts are advisory and informational only. Client alone is responsible for reviewing, validating, and approving any AI-assisted output or decision before relying on, distributing, deploying, or implementing it. Consultiply gives no warranty as to the accuracy, legality, suitability, completeness, or fitness of any AI-generated output, and Client assumes full responsibility for how AI outputs are used in its business, products, and services.

3. NO REGULATED PROFESSIONAL ADVICE

Consultiply is an AI advisory firm. It does not provide legal advice; financial, accounting, or tax advice; investment, insurance, or financial-planning advice; medical, mental-health, or healthcare advice; regulatory or compliance certifications; or any other regulated professional advice. Observations touching regulated matters are general

only. Client must consult licensed professionals before acting, and AI-related recommendations do not replace their advice.

4. REGULATORY AND COMPLIANCE UNCERTAINTY

Laws, regulations, executive orders, and enforcement standards governing AI are changing rapidly at the federal, state, and international levels, and vary by jurisdiction, industry, and use case (including, without limitation, HIPAA, GLBA, FCRA, COPPA, GDPR, CCPA/CPRA, FTC Act Section 5, the EU AI Act, New York City Local Law 144 on automated employment decision tools, and emerging state AI laws). Conduct acceptable today may later be restricted or subject to disclosure, audit, or impact-assessment obligations. Consultiplly cannot and does not guarantee that any deliverable, recommendation, prompt, model, or implementation will remain compliant with future requirements. Client alone is responsible for determining which laws apply to it; ensuring its own compliance, licenses, consents, and registrations; conducting any required assessments, audits, or disclosures; and responding to any regulatory inquiry or enforcement action.

5. THIRD-PARTY TOOLS AND PLATFORMS

Consultiplly may recommend, configure, integrate with, or discuss Third-Party Tools (as defined in the MSA), including offerings from OpenAI, Anthropic, Google, Microsoft, Meta, Amazon Web Services, and other model and platform providers. Those tools are owned and controlled by others. Consultiplly does not control their availability, accuracy, pricing, terms, data handling, or continued existence. Client's use of them is governed by those providers' own terms, acceptable-use and privacy policies, which Client is solely responsible for reviewing and accepting. Providers may use, retain, log, or train on Client Data in ways outside Consultiplly's control. Outages, changes, deprecations, security incidents, pricing changes, and discontinuations are not Consultiplly's responsibility, and any claim arising from a Third-Party Tool lies between Client and that provider.

6. DATA, SECURITY, AND PRIVACY

Client controls what data, content, credentials, and information it shares with AI tools and with Consultiplly, and is solely responsible for having all rights, consents, and licenses needed to share it. Consultiplly does not control how Third-Party Tools store, transmit, retain, train on, or process data. Client is solely responsible for its own cybersecurity controls, backups, access management, encryption, and incident response, and for compliance with all data-protection, privacy, breach-notification, and confidentiality laws (including New York's SHIELD Act where applicable). Client expressly assumes all risk of data exposure or leakage; confidential or proprietary information shared with AI tools; personal information, protected health information, payment-card data, or other regulated data; trade secrets and competitively sensitive information; breaches, ransomware, malware, phishing, business-email compromise, and other incidents involving Client's systems or accounts; and loss, corruption, or destruction of Client Data whenever it occurs.

7. NO GUARANTEE OF RESULTS

Consultiplly makes no representation, warranty, or guarantee regarding revenue, profit, savings, return on investment, or any business or financial outcome; productivity, efficiency, or workforce impact; time-to-value, adoption rates, or success metrics; the performance, uptime, or availability of any AI system or Third-Party Tool;

any specific result from AI adoption or implementation; or compliance with any certification, framework, or standard. Results depend on Client's execution, data quality, internal processes, decision-making, change management, and many factors outside Consultiply's control. AI can amplify value; it does not create value independently of Client's own effort.

8. LIMITATION OF LIABILITY AND WAIVER

READ CAREFULLY. THIS SECTION SIGNIFICANTLY LIMITS CONSULTIPLY'S LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY NEW YORK LAW, CLIENT WAIVES, RELEASES, AND HOLDS HARMLESS CONSULTIPLY AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (THE "RELEASED PARTIES") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, ARISING OUT OF OR RELATING TO: ANY AI-GENERATED OUTPUT, RESPONSE, RECOMMENDATION, ANALYSIS, OR ARTIFACT, INCLUDING ANY HALLUCINATION, INACCURACY, BIAS, OMISSION, OR ERROR; ANY DECISION OR ACTION TAKEN OR NOT TAKEN BY CLIENT BASED ON AI OUTPUTS, DELIVERABLES, OR CONSULTIPLY'S SERVICES; ANY BUSINESS LOSS, LOST REVENUE, LOST PROFIT, LOST OPPORTUNITY, OR BUSINESS INTERRUPTION; ANY REGULATORY FINE, PENALTY, INVESTIGATION, OR ENFORCEMENT ACTION IMPOSED ON CLIENT; ANY ACTUAL OR ALLEGED COMPLIANCE FAILURE; ANY DATA LOSS, CORRUPTION, BREACH, RANSOMWARE, MALWARE, PHISHING, OR OTHER CYBERSECURITY INCIDENT INVOLVING CLIENT'S SYSTEMS OR ACCOUNTS; ANY ACT, OMISSION, OUTAGE, PRICING OR TERMS CHANGE, DATA PRACTICE, OR DISCONTINUATION OF ANY THIRD-PARTY TOOL; AND ANY HARM TO CLIENT'S CUSTOMERS, EMPLOYEES, END USERS, OR OTHER THIRD PARTIES RESULTING FROM CLIENT'S USE, DEPLOYMENT, OR DISTRIBUTION OF AI TOOLS, OUTPUTS, OR DELIVERABLES.

Consultiply's role under this Disclosure and the MSA is advisory only. Consultiply's total aggregate liability for AI-related Services is governed by Section 13 of the MSA, incorporated here by reference. Nothing in this Disclosure expands Consultiply's liability beyond that cap.

9. CLIENT INDEMNIFICATION

Client will defend, indemnify, and hold harmless Consultiply and the Released Parties from any third-party claim, loss, damage, liability, fine, settlement, or expense (including reasonable attorneys' fees) arising from Client's use, deployment, modification, or distribution of any AI output, recommendation, or Deliverable; Client's selection, use, or reliance on any Third-Party Tool; Client's failure to comply with any law or standard; inaccurate, incomplete, or unauthorized information or Client Data provided to Consultiply or any Third-Party Tool; claims by Client's customers, employees, end users, or other third parties arising from Client's products, services, or use of AI; any cybersecurity incident or data loss involving Client's systems or accounts; and any infringement claim arising from Client's use, modification, or distribution of AI outputs. This indemnity supplements, and does not replace, Section 14 of the MSA.

10. ACKNOWLEDGMENT OF RISK

Client acknowledges that AI involves inherent, evolving, and not fully knowable risks; that Consultiply has made no representation or warranty beyond those expressly stated in writing in the MSA, the applicable SOW, or this Disclosure; that Client has had the opportunity to review this Disclosure with its own counsel; and that Client accepts full responsibility for its AI-related decisions, deployments, and implementations. This Disclosure reflects a deliberate allocation of risk between sophisticated parties, and Consultiply's fees are set in reliance on it.

11. INCORPORATION BY REFERENCE

This Disclosure is incorporated into the MSA; every SOW, assessment, blueprint, fractional, advisory, workshop, or training engagement; and every related addendum, exhibit, proposal, or order form. Where this Disclosure conflicts with the MSA, the MSA controls, except that the AI-specific acknowledgments, waivers, and limitations here are cumulative with, and never narrower than, those in the MSA.

12. GOVERNING LAW AND VENUE

This Disclosure is governed by the laws of the State of New York without regard to conflict-of-laws rules. Any dispute is subject to the mediation, exclusive New York County venue, jury-trial waiver, attorneys'-fees, and one-year limitations provisions of Section 22 of the MSA, incorporated here by reference.

13. SURVIVAL

The acknowledgments, waivers, releases, indemnities, and limitations in this Disclosure survive expiration or termination of the MSA and any SOW and continue to bind Client with respect to all AI-related Services, outputs, and Deliverables provided before termination.

ACKNOWLEDGED AND AGREED

CONSULTIPLY	CLIENT
By: _____	By: _____
Name: Gabriel Sierra	Name: _____
Title: Founder & CEO	Title: _____
Date: _____	Date: _____