

AI ADDENDUM

Background

This AI Addendum ("AI Addendum") is subject to the terms of the MSA and is incorporated into the MSA. In the event of any conflict, inconsistency or ambiguity between the terms of the MSA and this AI Addendum, the terms of this AI Addendum shall prevail (so far as it relates to the use of AI Features).

The following definitions and rules of interpretation apply in this AI Addendum:

1. Definitions

"AI Features" means any feature, functionality, tool, or service (including any associated APIs, add-ons, integrations, configurations, updates, or upgrades) that uses or incorporates artificial intelligence, machine learning, large language models, generative AI, natural language processing, automated decision-making, or similar techniques, that is directly provided by Unily as part of the Unily platform (as may be updated from time to time), and that Customer or its Authorised Users access, enable, configure, or otherwise use. AI Features exclude any feature, functionality, or workflow, that is operated by, Customer-provided or Customer-selected third-party model, large language model, endpoint, or AI service (including any bring-your-own model or "BYO LLM" or bring-your-own agent "BYOA"), even if such model or service is accessed or configured for use within the Unily platform by the Customer.

"EU AI Act" means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence as applicable as of 1 August 2024, as may be amended from time to time.

"MSA" means the Master Subscription Agreement (or similar) between Unily and the Customer for the provision of the Services;

"Services" means the services and other activities to be supplied to or carried out by or on behalf of Unily for Customer pursuant to the MSA and shall include the AI Features.

Capitalised terms used in this AI Addendum but not defined in this Section 1 will have the meanings given to them in the MSA, except that capitalised terms relating to AI regulatory concepts that are not defined in this AI Addendum will have the meanings given to them in the EU AI Act.

2. Use of Artificial Intelligence

2.1 The Parties acknowledge that the Services include the AI Features.

2.2 Unily and Customer agree not to use the AI Features in connection with any technology or purpose that is predicated on and/or comprises: (i) any Prohibited AI Practice under the EU AI Act; or (ii) any High-Risk AI system within the remit of the EU AI Act.

2.3 All (i) input data which Customer inputs into the AI Features (“Input Data”) and (ii) any data, content, or materials generated, produced, or resulting from the use of the AI Features (“Output Data”) shall be deemed “Customer Materials” for the purposes of the MSA. All Intellectual Property Rights (“IPR”) in and to the Input Data and Output Data shall vest in and be assigned to the Customer upon creation, to the fullest extent permitted by law.

2.4 Unily shall not be responsible or liable for the accuracy, completeness, or lawfulness of any Output Data generated, produced, or resulting from the use of the AI Features, and provides no warranties, express or implied, in respect of such Output Data.

2.5 If any Intellectual Property Rights in the Deliverables/Customer Materials and/or Customer Background IPR are not effectively assigned to Customer under the MSA, then, notwithstanding any other term of the MSA, Unily shall not use such Output Data (or Input Data) for any purpose other than strictly for the provision and/or the performance of the Services.

3. Permitted Use.

3.1 The Parties acknowledge that the AI Features are made available by Unily to Customer for the sole purpose of the provision and use of the Services and that Customer may not use the AI Features for any other purpose without the prior written consent of Unily. Customer shall not use, or facilitate or allow others to use, the AI Features for practices prohibited under the EU AI Act. A breach of this clause shall constitute a material breach of the MSA.

4. Unily’s obligations.

4.1 Unily confirms where relevant and applicable that its personnel have necessary professional skill and expertise to provide the AI Features to the Customer under the EU AI Act.

4.2 Where required by applicable law, Unily confirms that the AI Features are marked in a machine-readable format and detectable as artificially generated or manipulated and that (where possible) individual users are informed that they are interacting with AI (unless it is obvious taking into account the circumstances and context of use).

4.3 Unily shall comply with any relevant transparency and record keeping obligations under EU AI Act.

5. Customer’s obligations.

5.1 Customer shall take all appropriate and necessary measures to ensure that all personnel involved in the deployment and use of the AI Features have a sufficient level of AI literacy in accordance with the requirements of the EU AI Act.

5.2 Customer shall actively cooperate with Unily to resolve any issues that occur in relation to its access to or use of the AI Features including providing any information and assistance which Unily may reasonably require.

5.3 Customer shall retain records relevant to its use of the AI Features and records of any permitted purpose and licence restrictions around any Input Data that it may supply to Unily under the MSA, and copies of such records shall be provided to Unily upon its reasonable request.

5.4 Customer shall notify Unily as soon as reasonably practicable of any issues and/ or unexpected outcomes arising out of its use of the AI Features.

5.5 The Customer shall use the AI Features responsibly and ethically at all times and shall comply with all relevant obligations under the EU AI Act.

5.6 Customer shall not use the AI Features in any way which may damage the reputation of Unily.

5.7 Customer represents and warrants to Unily that it has and will continue to comply with all applicable data protection legislation in respect of its use of the AI Features and any personal data that is processed.

6. Complaints.

6.1 In the event that a Party becomes aware that the AI Features are the subject of a complaint filed under the EU AI Act (an “**Complaint**”), such Party will inform the other Party of the nature of the Complaint and provide reasonable assistance in any subsequent investigation.

7. Miscellaneous

7.1 Except as expressly amended by this Addendum, all other terms and conditions of the MSA shall remain in full force and effect.