



UNILY GLASS TERMS & CONDITIONS

The Unily Glass Terms & Conditions (the **Glass Terms**) govern access to and use of the Unily “Glass” functionality (**Glass**) and form part of the existing agreement between:

- **Provider:** the Unily group company that is the contractual party to the MSA (as defined below) (**Unily, we, us**); and
- **Customer:** the entity on whose behalf you are accepting these Glass Terms, as identified in the MSA (**Customer, you**).

1. ORDER OF PRECEDENCE; RELATIONSHIP TO EXISTING AGREEMENT

- 1.1 **Existing agreement governs.** Glass is provided only under and in connection with Customer’s existing agreement with Unily covering the Unily Services, including any master subscription agreement or licensing agreement (as amended from time to time), statement of work and order form (the **MSA**). The MSA includes the parties’ data processing agreement (the **DPA**). Unless specified below, definitions will be set out in the MSA and DPA.
- 1.2 **Precedence.** If there is a conflict between these Glass Terms and the MSA, the following order of precedence applies in relation to Glass (highest first):
 - 1.2.1 the applicable order form or most recent addendum expressly referencing Glass (if any);
 - 1.2.2 these Glass Terms (for Glass-specific matters);
 - 1.2.3 the MSA (including the DPA) for all other matters.
- 1.3 **No waiver of MSA terms.** Except as expressly set out in these Glass Terms, all other terms of the MSA remain unchanged and in full force.

2. DEFINITIONS

- 2.1 **Authorised Users** means users authorised under the MSA to access Glass and to whom Customer grants access to Glass.
- 2.2 **Customer Data** includes any content, files, records, messages, prompts, inputs, outputs, metadata, and other data submitted to or processed by Glass by or on behalf of Customer.
- 2.3 **Documentation** means Unily’s then-current documentation, FAQs and usage guidance for Glass made available to Customer via the Universe platform (and as amended from time to time).
- 2.4 **Glass** means Unily’s AI-powered conversational interface within the customer’s instance of the Unily platform that enables natural-language searching and task initiation within customer-connected Third-Party Systems.
- 2.5 **Integrated Actions** means actions initiated through Glass that interact with Third-Party



Services (for example, creating, updating, approving, posting, or otherwise executing Authorised User-directed actions).

- 2.6 **LLM** means a large language model used by Unily to power certain Glass features.
- 2.7 **Third-Party Services/Systems** means Customer's third-party applications, platforms, services, connectors, APIs, and related offerings that Customer may choose to integrate with Glass (for example, HR, CRM, ITSM, collaboration, knowledge, email, and file storage systems).

3. ELIGIBILITY; AUTHORITY

- 3.1 **Authorised Users only.** Glass is an optional functionality and may only be used by Authorised Users of the Customer.
- 3.2 **Authority to accept.** The individual signing the associated order form and therefore accepting these Glass Terms represents and warrants that they have authority to bind Customer.

4. ENABLING GLASS; CONFIGURATION; TRIAL/PREVIEW (IF APPLICABLE)

- 4.1 **Enabling.** Initially, Glass will be enabled for the Customer by Unily. In subsequent releases, Customer will be responsible for enabling/disabling Glass and configuring settings and permissions.
- 4.2 **Preview features.** If Unily labels any aspect of Glass as beta, preview, early access, or similar (a **Preview Feature**), then:
 - 4.2.1 it is provided "as is" and may be changed or discontinued at any time;
 - 4.2.2 it may be subject to additional usage limits; and
 - 4.2.3 to the maximum extent permitted by law, Unily excludes warranties and commitments for Preview Features (including availability, support, and accuracy).

5. DESCRIPTION OF GLASS; PHASED FUNCTIONALITY; ROADMAP; AMENDMENTS TO GLASS TERMS

- 5.1 **Purpose and scope.** Glass is intended to help users take actions across approved Third-Party Services and, in later phases, to help users find, understand, and act on information across Customer's digital workplace within Customer's existing access controls and governance.
- 5.2 **Phase 1 – Integrated Actions in current Unily.** In the initial phase of delivery, Glass will be focused on Integrated Actions only and will allow users to take multiple key actions across a series of Third-Party Services from within the Unily instance, subject to Customer configuration, Third-Party Service availability, and user permissions.
- 5.3 **Phase 2 – Futures launch.** In a later phase (including with "Futures"), Glass will additionally focus on surfacing the right content, answers, and insights to help users find, understand, and confidently act on information across their digital workplace in a clear and governed way.



- 5.4 **Roadmap; evolution.** Customer acknowledges that Glass may evolve over time (including deeper integrations, richer actions, and advanced scenarios) informed by user feedback. Unily may change, add, or remove features, integrations, or capabilities, provided that Unily will not materially reduce the core functionality of Glass purchased by Customer during the applicable subscription term without acting consistently with the change control provisions (if any) in the MSA and applicable law.
- 5.5 **No reliance on forward-looking statements.** Any roadmap, timelines, or feature descriptions provided to Customer are indicative only and do not create binding obligations unless expressly agreed in a signed order form or addendum.
- 5.6 **Amendments to Glass Terms.** Unily may update or amend these Glass Terms from time to time to reflect changes in the Glass functionality, changes in applicable law, or to address security or operational requirements. Unily will post the then-current version of the Glass Terms at [\[WEBLINK\]](#) (the "Terms Page"). Customer is responsible for reviewing the Glass Terms on the Terms Page. Please click the "follow" button to be informed of any changes to the Glass Terms. Any update to the Glass Terms will take effect on the date the updated Glass Terms are posted to the Terms Page. For clarity, any amendment to the MSA (as distinct from these Glass Terms) must be made in accordance with the amendment provision in the MSA.

6. ADMIN CONTROLS; APPROVED INTEGRATIONS; USER PERMISSIONS

- 6.1 **Admin control of integrations.** Customer's administrators will control which Third-Party Services and integrations are enabled and available on Customer's Unily instance. Glass will surface relevant apps and actions only from the set approved and enabled by Customer.
- 6.2 **Permissions respected.** Glass operates within Customer's existing data boundaries, permissions, and security models. Users can only see information and take actions they are authorised to access and perform based on:
 - 6.2.1 permissions configured in Unily; and
 - 6.2.2 permissions and access controls in each Third-Party Service.
- 6.3 **No bypass.** Glass will not intentionally bypass or override existing security models or access controls configured by Customer or imposed by Third-Party Services.
- 6.4 **Personalisation.** Glass may increase personalisation over time to improve relevance and usability. Any personalisation will remain subject to Customer configuration, user permissions, and the DPA.

7. ACCEPTABLE USE; RESTRICTIONS

- 7.1 **Use limits.** Customer will ensure that Glass is used only for Customer's internal business purposes and in accordance with the MSA, these Glass Terms, and Documentation.
- 7.2 **Prohibited activities.** Customer will not, and will ensure Authorised Users do not:

- 7.2.1 use Glass in a way that violates applicable law or regulation (including data protection laws and the EU AI Act and other similar legislation);
- 7.2.2 use Glass to develop, train, or improve any competing product or service, or to benchmark or publish performance results except as permitted by the MSA;
- 7.2.3 attempt to reverse engineer, decompile, or discover the source code, underlying models, prompts, or system design of Glass except to the extent such restriction is prohibited by law;
- 7.2.4 use Glass to generate or disseminate content that is unlawful, harmful, defamatory, infringing, discriminatory, or otherwise objectionable;
- 7.2.5 circumvent or abuse designated usage limits, security controls, or access restrictions;
- 7.2.6 introduce malware, bots, or automated scripts intended to disrupt Glass or Third-Party Services; or
- 7.2.7 use Glass for high-risk activities where failure could lead to physical or environmental damage.

8. FAIR USAGE; MEASUREMENTS; REMEDIES.

- 8.1 **The "Fair Usage Standard":** Customer will use Glass in a reasonable manner consistent with (a) Customer's order form, and (b) the Documentation and any applicable acceptable use requirements. Customer will not (and will not permit any Authorized User or third party to): (i) use Glass in a way that materially and adversely impacts the performance, availability, or security of Glass or other customers' use of Glass; (ii) generate excessive, automated, or abnormal requests or workloads (including by scripts, bots, scraping, bulk extraction, or unattended processes) except as expressly permitted in writing by Provider; (iii) circumvent, disable, or interfere with any usage limits, rate limits, access controls, or monitoring measures; or (iv) use Glass primarily for load testing, benchmarking, stress testing, or similar purposes without Provider's prior written consent.
- 8.2 If an order form, plan description, or Documentation specifies usage limits, quotas, or entitlements for Glass, those limits apply in addition to (and not in lieu of) the Fair Usage Standard.
- 8.3 Provider may monitor usage of Glass to maintain service performance, security, and compliance with these Terms. If Provider reasonably determines that Customer's use exceeds (or is likely to exceed) the Fair Usage Standard ("Excessive Use"), Provider will give Customer notice describing the Excessive Use and, where practicable, a reasonable opportunity to reduce or remediate the Excessive Use.
- 8.4 If Customer does not promptly remedy the Excessive Use (or if Excessive Use poses a material risk to Glass, Provider, or other customers), Provider may, without liability and in addition to any other rights or remedies:
 - 8.4.1 impose reasonable technical controls, including rate limiting, throttling, or restricting specific features or integrations;

- 8.4.2 suspend access to Glass (in whole or in part) until the Excessive Use is cured;
- 8.4.3 require Customer to upgrade, purchase additional capacity, or enter into an amended Order Form or pricing arrangement reflecting Customer's actual usage (including usage-based or overage charges) as a condition to continued access; and/or
- 8.4.4 charge for usage in excess of the Fair Usage Standard at Provider's then-current rates (or as otherwise agreed in writing).

9. AI/LLM-SPECIFIC TERMS

- 9.1 **AI Governance.** The customer's use of the artificial intelligence provided as part of the Glass functionality is governed by the Unily AI Addendum: [Legal - AI Addendum | Unily](#) which is incorporated by reference.
- 9.2 **No training on Customer Data.** Unily will not use Customer Data to train or fine-tune AI models (including any LLM) used to provide Glass.
- 9.3 **Processing within the DPA.** Any processing of Customer Data for the purpose of providing Glass will be performed in accordance with the DPA and these Glass Terms.
- 9.4 **No model training or system-specific training required.** Glass does not require Customer to conduct model training or system-specific training to operate. Glass uses a single LLM with an intent and reasoning layer, and integrations do not require additional model setup by Customer.
- 9.5 **Outputs may be inaccurate; verification required.** Customer acknowledges that:
 - 9.5.1 AI-generated results (including suggested actions, summaries, extracted information, and responses) may be incorrect, incomplete, misleading, or not up to date;
 - 9.5.2 outputs may reflect limitations in data availability, permissions, third-party systems, or the LLM; and
 - 9.5.3 Customer is responsible for verifying outputs before relying on them, particularly where outputs could affect legal, financial, HR, compliance, or security decisions.
- 9.6 **Human oversight and accountability.** Customer is responsible for establishing appropriate human review and internal controls for use of Glass, including:
 - 9.6.1 determining whether Authorised Users may execute Integrated Actions without additional approval;
 - 9.6.2 implementing approval workflows (where supported) and appropriate segregation of duties; and
 - 9.6.3 training Authorised Users on responsible use and on Customer policies related to AI use.



9.7 **No professional advice.** Glass does not provide legal, tax, accounting, HR, medical, or other professional advice, and outputs are for informational purposes only.

10. THIRD-PARTY SERVICES; INTEGRATIONS; THIRD-PARTY TERMS

10.1 **Third-Party Terms apply.** Use of Third-Party Services is governed by the applicable third-party terms and privacy policies (**Third-Party Terms**). Customer is responsible for complying with Third Party's acceptable use requirements, and policies governing Customer's use of those Third Party Services, including any fair usage, fair use, rate-limit, or similar policies (collectively, "**Third Party Terms**"). Provider has no responsibility or liability for Customer's (or any Authorized User's) compliance with Third Party Terms.

10.2 **Third Party Fees apply.** Customer is solely responsible for procuring and maintaining any accounts, licences, subscriptions, approvals, and permissions required to use the applicable Third Party Services and for paying all fees, charges, and other amounts imposed by third parties in connection with Customer's use of Third Party Services or the integration of Glass with Third Party Services (including any usage-based, overage, or transaction fees) ("**Third Party Fees**"). If Customer fails to comply with any Third Party Terms or pay any Third Party Fees, Provider may suspend or limit the applicable integration(s) or Customer's access to the affected functionality to the extent reasonably necessary to prevent or mitigate harm or liability, without liability to Customer.

10.3 **API changes and availability.** Third-Party Services may change, suspend, or discontinue APIs, functionality, or access at any time. Unily is not responsible for Third-Party Services and does not warrant continued availability of any integration.

10.4 **Data exchanged with Third-Party Services.** To enable Integrated Actions and other features, Glass may transmit to and receive from Third-Party Services certain Customer Data and user credentials/tokens as configured by Customer. Such exchange will be limited to what is necessary to provide Glass and will be subject to Customer configuration and the DPA.

10.5 **No endorsement.** For the avoidance of doubt, Third Party Services are not part of the Glass services, and Provider does not warrant, support, or make any commitments regarding any Third Party Services.

11. DATA PROTECTION; CONFIDENTIALITY; SECURITY

11.1 **DPA applies.** The DPA governs the parties' respective roles and obligations regarding Personal Data processed in connection with Glass.

11.2 **Additional Subprocessors.** The additional subprocessors involved in processing personal data as part of Glass are listed below and are reflected in the [Unily Sub-Processors](#) list. Any amendments to Unily's subprocessors will be notified to Customer in line with the mechanism set out in the DPA.



Sub-processor company name	Company number	Address	Description of processing	Processing location(s)	Transfer mechanism (where applicable)
Merge API, Inc.	001501050	353 Sacramento St., Floor 21, San Francisco, CA 94111	Integration connector providing unified APIs to integrate and sync data between Unily and Customer's third-party systems as part of the Unily Glass functionality.	EU or US Data Residency option	EU-U.S. Data Privacy Framework (including UK extension); Standard Contractual Clauses

- 11.3 **HIPAA; PHI; Business Associate Addendum (BAA).** If Customer operates as a "Covered Entity" (as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended, "HIPAA") and Customer chooses to process "Protected Health Information" ("PHI") within the Unily platform, then, before any PHI is processed in the Unily platform, Customer will execute [Unily's pre-signed Business Associate Addendum](#) ("BAA"), which sets out the required safeguards and obligations applicable when Unily acts as a "Business Associate" under HIPAA. Customer may execute the Unily BAA by downloading and signing a copy and returning it to privacy@unily.com.
- 11.4 **Confidentiality.** Each party will protect the other party's Confidential Information in accordance with the confidentiality provisions of the MSA or any signed NDA. Without limiting the foregoing, Customer Data and the existence and content of any non-public security measures are Unily Confidential Information and Customer Confidential Information (as applicable) under the MSA.
- 11.5 **Compelled disclosure.** If a party is legally required to disclose the other party's Confidential Information, it will comply with the compelled disclosure provisions in the MSA and, where permitted, provide prompt notice and reasonable cooperation.
- 11.6 **Security measures.** Unily will maintain appropriate technical and organisational measures designed to protect Customer Data processed in connection with Glass, consistent with the security commitments in the MSA and DPA.

12. AVAILABILITY; SERVICE LEVELS; SUPPORT

- 12.1 **Availability.** Glass is provided on a commercially reasonable efforts basis. Glass availability is subject to the general availability, exclusions, and maintenance windows set out in the MSA, SOW and Support Policies.

- 12.2 **Support.** Unily will provide support for Glass in accordance with the support terms in the MSA and/or the applicable support agreement.
- 12.3 **No guarantee of outcomes.** Unily does not guarantee that Glass will meet any Customer requirements, that outputs will be accurate, or that use of Glass will produce any particular result.

13. FEES; TAXES

- 13.1 **Fees.** Glass fees (if any) are set out in an Order Form or pricing schedule. If Glass is provided at no additional charge for a period, Unily may begin charging fees upon notice and at renewal or as otherwise permitted by the MSA.
- 13.2 **Taxes.** Fees are exclusive of VAT and other applicable taxes, which will be charged in accordance with the Order Form and MSA.

14. INTELLECTUAL PROPERTY; CUSTOMER DATA; OUTPUTS

- 14.1 **Unily IP.** Unily and its licensors own (or be licensed to use) all intellectual property rights in Glass, the underlying software, models, and Documentation, except for Customer Data.
- 14.2 **Customer Data.** Customer retains all rights in Customer Data. Customer grants Unily the rights necessary to host, process, transmit, and otherwise use Customer Data solely to provide, secure, and support Glass and the Unily Services, in accordance with the MSA and DPA.
- 14.3 **Outputs.** To the extent permitted by law and subject to third-party rights, Customer owns outputs generated for Customer through Glass to the extent those outputs constitute Customer Data under the MSA. Unily retains ownership of Glass and its general know-how, including improvements not derived from Customer Data.
- 14.4 **No implied licences.** Except as expressly set out, no licences are granted by either party.
- 14.5 **Feedback licence.** If Customer or its users provide feedback, suggestions, or ideas about Glass (**Feedback**), Customer grants Unily a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to use and incorporate Feedback into Unily products and services without restriction, provided Unily will not identify Customer as the source of Feedback without Customer's consent.

15. ANALYTICS

- 15.1 **Overview** - The Glass functionality includes analytics that help Customers understand how Glass is used and help ensure the functionality operates reliably and efficiently. Glass analytics are designed using a privacy-first and data-minimisation approach.
- 15.2 **Purpose of Analytics.** Customer acknowledges and agrees that Glass analytics are used to:
- 15.2.1 understand how Authorised End Users interact with Glass;
 - 15.2.2 identify common tasks and requests;

- 15.2.3 improve the quality, accuracy, safety, and usefulness of responses;
- 15.2.4 monitor the performance, availability, and reliability of integrations and connected services; and
- 15.2.5 support efficient, responsible operation of the service, including governance and oversight of usage.
- 15.3 These insights are intended to help continuously improve the end-user experience while maintaining appropriate governance over AI usage.
- 15.4 **De-identification, Aggregation, and Data Minimisation.** Unily will design and operate Glass analytics to support privacy-first principles, including:
 - 15.4.1 minimising stored data to what is reasonably necessary to achieve the purposes in Section 14.2;
 - 15.4.2 avoiding storage of conversational text for analytics purposes;
 - 15.4.3 focusing on aggregated, non-identifiable interaction and performance metrics; and
 - 15.4.4 providing visibility into integration usage and system activity in a manner intended to reduce identifiability.
- 15.5 **Customer Governance and Control.** Customer remains responsible for its internal governance and use of analytics within its environment. Customer may use Glass analytics insights to:
 - 15.5.1 optimise its internal digital workplace experiences;
 - 15.5.2 monitor adoption and usage patterns;
 - 15.5.3 support compliance, audit readiness, and responsible AI governance; and
 - 15.5.4 identify opportunities to improve workflows and integrations.
- 15.6 **Retention.** Unless otherwise agreed in writing, analytics data is retained for the duration of Customer's contracted use of the Unily platform and services, to enable Customer to access usage insights and reporting throughout the lifetime of the service.
- 15.7 **Interpretation and Relationship to Data Protection Terms.** These terms describe the analytics features of Glass. To the extent Glass analytics involve Personal Data, the parties' data protection terms (including any DPA) will apply and prevail in the event of any conflict.
- 15.8 **Customer responsibilities.** Customer is responsible for:
 - 15.8.1 configuring access controls, approvals, and permissions appropriately;



- 15.8.2 ensuring only authorised integrations are enabled;
- 15.8.3 maintaining the security of Authorised User accounts, credentials, and tokens;
- 15.8.4 promptly notifying Unily of suspected security incidents involving Glass; and
- 15.8.5 complying with Customer's own internal security policies.

16. CHANGES TO GLASS; DEPRECATION

- 16.1 **Updates.** Unily may update Glass from time to time, including to improve performance, security, compliance, or user experience.
- 16.2 **Deprecation.** Unily may discontinue or deprecate integrations or features, particularly where driven by Third-Party Service changes, security risks, legal requirements, or low usage. Where reasonably practicable, Unily will provide advance notice and migration guidance.

17. WARRANTIES; DISCLAIMERS

- 17.1 **Authority and compliance.** Each party warrants that it has authority to enter into these Glass Terms and will comply with applicable law.
- 17.2 **Disclaimer.** Except as expressly set out in the MSA and to the maximum extent permitted by law, Glass (including any AI outputs and Third-Party Service integrations) is provided "as is" and "as available", and Unily excludes all warranties and conditions, whether express, implied, or statutory, including implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, and accuracy.
- 17.3 **No guarantee of non-error.** Unily does not warrant that Glass will be uninterrupted, error-free, or free from harmful components.