



UNILY GLASS TERMS AND CONDITIONS

These Unily Glass Terms and Conditions ("Glass Terms") govern Customer's access to and use of the Unily Glass functionality ("Glass") and are incorporated by reference into the applicable agreement between Unily (or "Company") and Customer (the "Agreement"), including any applicable Order Form, Order, or similar document.

1. RELATIONSHIP TO AGREEMENT; ORDER OF PRECEDENCE

- 1.1 **Relationship to Agreement.** Glass is provided subject to and in connection with the Agreement and the applicable Data Protection Addendum (which forms part of the Agreement). Except as expressly set out in these Glass Terms, all terms of the Agreement remain unchanged and in full force and effect.
- 1.2 **Precedence.** In the event of a conflict between the terms governing Glass, the following order of precedence shall apply (highest to lowest):
 - (a) In relation to commercial and pricing terms, any applicable Order Form, order, or addendum expressly referencing Glass (if any);
 - (b) these Glass Terms (for Glass-specific matters); and
 - (c) the Agreement.

2. DEFINITIONS

- 2.1 **Credits** means the units of usage entitlement allocated to Customer for use of applicable Glass offering(s), features, functionalities, integrations, or capabilities during the applicable subscription period, as identified in the applicable Order Form and measured or applied as further described in the Documentation.
- 2.2 **Customer Materials** means all Customer data (including personal data), information, content, and other materials, uploaded, transmitted, or provided, by Customer or through an automated service through Customer's account and processed through Glass.
- 2.3 **Documentation** means Unily's then-current documentation, FAQs and usage guidance for Glass made available to Customer via the customer portal (e.g., Universe) (and as amended from time to time).
- 2.4 **Glass** means Unily's AI-powered product offering known as Glass, including its related features, functionalities, capabilities, and applicable usage entitlements expressly identified in the applicable Order Form, SOW, or other order documentation, and as further described in the Documentation.
- 2.5 **Third-Party Services/Systems** means the third-party services, applications, or application programming interfaces Glass may interoperate with.

3. IMPLEMENTATION OF GLASS; CONFIGURATION; TRIAL/PREVIEW (IF APPLICABLE)

- 3.1 If the parties agree that Unily will provide implementation, deliverables, configuration, onboarding, or related professional services in connection with Glass, such services will be set out in the applicable SOW and provided in accordance with the Agreement and these Glass Terms.
- 3.2 **Preview features.** If Unily labels any aspect of Glass as beta, preview, early access, or similar (a **Preview Feature**), then such Preview Feature (i) **MAY BE SUBJECT TO ADDITIONAL USAGE LIMITS; (II) IS PROVIDED "AS IS" AND MAY BE CHANGED OR DISCONTINUED AT ANY TIME; AND (III) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCLUDES WARRANTIES AND COMMITMENTS FOR PREVIEW FEATURES (INCLUDING AVAILABILITY, SUPPORT, AND ACCURACY). BEFORE ENABLING A PREVIEW FEATURE, CUSTOMER REMAINS RESPONSIBLE FOR ASSESSING WHETHER THE FEATURE IS APPROPRIATE FOR ITS CUSTOMER MATERIALS, USERS, USE CASE, AND APPLICABLE**



LEGAL AND REGULATORY REQUIREMENTS.

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

- 4.1 **Scope of Entitlement.** Customer's right to access and use Glass is limited to the specific Glass offering(s) expressly identified in the applicable Order Form, order, or other ordering document. The Documentation may further describe the applicable Glass offering(s), including the related features, functionalities, integrations, capabilities, configuration, and service-specific requirements associated with such offering(s). The Documentation does not, by itself, expand Customer's entitlement beyond what is expressly identified in the applicable ordering document, and any general reference to "Glass" in an ordering document does not, by itself, grant access to all current or future Glass features, functionalities, integrations, or capabilities.
- 4.2 **Product Naming.** Unily may change the names, labels, or descriptions used for Glass and its features, functionalities, integrations, capabilities, or releases from time to time. Information regarding the Glass Terms is made available on the Customer Portal, and the Customer is responsible for reviewing such information. References in the Agreement, applicable order documentation, these Glass Terms, or the Documentation include any renamed, updated, successor, or substantially similar version of the same.
- 4.3 **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 <https://www.unily.com/policies/legal/unily-glass-terms-conditions> (the "Terms Page"). Customer is responsible for reviewing the Glass Terms on the Terms Page. Unily will provide the Customer with a mechanism to subscribe to updates to the Glass Terms, and Unily will provide the Customer with notification of any material changes to the Glass Terms via that mechanism. Any update to the Glass Terms will take effect on the date the updated Glass Terms are posted to the Terms Page. No amendment will materially diminish Customer's rights during the then-current subscription term without Customer's consent, except to the extent reasonably necessary to comply with applicable law, address a security vulnerability, prevent misuse, or respond to a material Third-Party Service change.
- 4.4 Notwithstanding the foregoing, Unily may restrict, suspend, or disable access to Glass at any time in accordance with the Agreement. Any product roadmap, future feature, future integration, target date, or other forward-looking statement relating to Glass is indicative only, may change, and does not constitute a commitment to deliver any product, feature, functionality, integration, capability, or release unless expressly included in an Order Form or SOW signed by both parties.

5. APPROVED INTEGRATIONS; USER PERMISSIONS

- 5.1 **Permissions respected.** Glass operates within Customer's existing data boundaries, permissions, and security models. Users may access and use Glass only within the Unily platform and only to view information and initiate actions that Customer has made available to them through:
 - (a) permissions configured in Unily by Customer's administrator; and
 - (b) permissions, access rights, credentials, authorizations, and applicable internal approvals in each Third-Party Service, as procured, configured, and maintained by the Customer or Customer's Third-Party Service.Customer may configure Glass settings, permissions, and administrative controls made



available by Unily and as outlined in the Documentation. Unily may provision, enable, restrict, suspend, or disable Glass or applicable Glass functionality in accordance with the Agreement and these Glass Terms.

5.2 Customer acknowledges that the completeness and accuracy of access-controlled search results, summaries, and actions depend on Customer's configuration, source-system permissions, content classification, credentials, integration settings, and the availability of connected systems.

5.3 Personalisation. Glass may increase personalisation over time to improve relevance and usability. Customer remains responsible for configuring any personalisation settings, managing user permissions, and determining whether and to what extent personalization is enabled within its environment. Unily will process personalisation-related personal data only as necessary to provide the applicable functionality, in accordance with the Agreement and applicable DPA. **ACCEPTABLE USE; RESTRICTIONS**

6.1 Customer responsibilities. Customer is responsible for:

- (1) maintaining the security of user accounts, and shall keep its passwords, credentials, access tokens, and other authentication information secure and confidential and use industry-standard password management practices;
- (2) administrating and configuring appropriate access rights, access control policies, approvals, and permissions for Glass, the Unily platform, and any connected Third-Party Services for its users;
- (3) the acts and omissions of its users in connection with Glass, the Unily platform, and any connected Third-Party Services;
- (4) ensuring the legality, accuracy, and appropriateness of Customer Materials;
- (5) using Glass and any of its features, functionalities, integrations, or capabilities only within Customer's instance of the Unily platform and in compliance with applicable law, the Documentation, these Glass Terms, the Agreement, and applicable Third-Party Terms;
- (6) using best efforts to prevent unauthorised access to or use of Glass;
- (7) promptly notifying Unily of any security incident involving Glass, including any unauthorised access or use;
- (8) ensuring only integrations approved by Unily are enabled;
- (9) complying with agreed upon security policies; and
- (j) implementing appropriate human review, escalation, and approval processes before acting on any Output where an error, omission, or inappropriate action could reasonably affect an individual's legal rights, employment, benefits, health or safety, financial position, security, compliance status, or other material interests.

5.2 **Restrictions.** Customer shall not, and shall ensure its users do not, use Glass or any applicable Glass offering, feature, functionality, integration, or capability to:

- (1) sell, resell, rent, license, sublicense, or lease Glass, or use Glass in a service bureau, outsourcing, or other service-provider capacity;
- (2) use Glass to store or transmit unlawful, infringing, defamatory, tortious, or otherwise objectionable material, or to store or transmit unsolicited marketing communications in violation of applicable law;
- (3) interfere with or disrupt the integrity, performance, or security of Glass, the Unily platform, or any connected Third-Party Services;
- (4) attempt to gain unauthorised access to Glass or its related systems or networks, or circumvent any access restrictions, usage limits, or security controls;



- (5) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying models, prompts, or system design of Glass, except to the extent such restriction is prohibited by applicable law;
- (6) access or use Glass to build a competitive product or service, or copy any feature, function, or graphic of Glass for competitive purposes;
- (7) introduce malware, bots, or automated scripts intended to disrupt Glass or Third-Party Services;
- (8) use Glass for high-risk activities where failure could reasonably be expected to lead to death, personal injury, or physical or environmental damage;
- (9) use Glass in a manner that materially adversely affects the performance, availability, or security of Glass, or the use of Glass by other customers;
- (10) 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 Unily;
- (11) circumvent, disable, or interfere with any usage limits, Credits usage or limits, access controls, or monitoring measures applicable to Glass; or
- (12) use Glass primarily for load testing, benchmarking, stress testing, or similar purposes without Unily's prior written consent

For purposes of these Glass Terms, **Section 6.2** constitutes the "Fair Usage Standard." The Fair Usage Standard applies to Customer's use of Glass and all Glass offerings, features, functionalities, integrations, and capabilities, whether or not such use consumes Credits or is subject to a purchased credit bundle cap, quota, or other usage entitlement.

6.3 Suspension. Where Unily reasonably suspects a breach of this Section 6, Unily may suspend Customer's access to Glass, in whole or in part, if Unily in good faith believes Customer's use poses an imminent threat to the security, availability, or legality of Glass, the Unily platform, or any related services. In such event, Unily will work with Customer in good faith to address the issue and restore access as quickly as reasonably practicable, without limiting Unily's other rights and remedies.

6. CREDITS; FAIR USAGE; MEASUREMENTS; REMEDIES.

- 6.1 If an Order Form, plan description, or Documentation specifies a purchased bundle of Credits, Credit caps, usage limits, quotas, or other entitlements for Glass, those limits apply in addition to (and not in lieu of) the Fair Usage Standard at section 6.2.
- 6.2 Customer's use of Glass Integrations is subject to the annual bundle of Credits, Credit caps, or other usage entitlements expressly identified in the applicable Order Form or other ordering document. The Documentation may further describe how Credits are measured, consumed, and applied to the applicable Glass offering(s), features, functionalities, integrations, and capabilities enabled by or for Customer, including the applicable Credit consumption rates and illustrative usage assumptions or examples.
- 6.3 Credits apply only during the applicable annual subscription period for which they are allocated and expire at the end of each annual subscription period if unused. Credits do not roll over into any subsequent annual subscription period, may not be applied against any future annual credit allocation, and are non-refundable and non-creditable if unused.
- 6.4 If Unily reasonably determines that Customer's usage exceeds one hundred and two percent (102%) of the applicable annual Credit bundle, Credit cap, or other usage entitlement, Unily may give Customer written notice (email sufficient) describing the excess usage and the basis for its determination. Customer will have sixty (60) days after receipt of that notice to either: (a) purchase sufficient additional Credits to cover the excess usage at Unily's then-current applicable rates; or (b) enter into a written agreement



with Unily on revised commercial terms applicable to the excess usage. If Customer does not do so within that sixty (60)-day period, Unily may invoice Customer for the excess usage at Unily's then-current applicable rates, and Customer will pay that invoice in accordance with this Agreement..

- 6.5 If Unily reasonably determines that Customer's use violates the Fair Usage Standard at clause 6.2 and this clause 7, Customer shall promptly cease or remediate the non-compliant use to Unily's reasonable satisfaction.
- 6.6 **Non-Credit Functionality; Excess Use.** Certain Glass functionality may not consume Credits or may not be measured solely by reference to Credits. Such functionality remains subject to the Fair Usage Standard, the Documentation, and any usage limits, operational thresholds, rate limits, or other requirements communicated by Unily from time to time. If Unily reasonably determines that Customer's use of any non-credit Glass functionality is excessive, abnormal, automated, materially disproportionate to the intended use of Glass, or otherwise likely to adversely affect the performance, availability, security, cost, or operation of Glass, the Unily platform, or any related services, Unily may require Customer to reduce or modify such use, implement technical or administrative controls, purchase additional capacity, or pay additional fees. If Customer does not promptly comply, or if Unily reasonably determines that continued use may pose an operational, security, legal, cost, or service availability risk, Unily may restrict, throttle, suspend, or disable the affected functionality in whole or in part, without limiting Unily's other rights and remedies.

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

- 7.1 **Third-Party Terms apply.** Use of a third-party's services, applications, or application programming interfaces ("API") that interoperate with Unily's Services ("Third-Party Services") are governed by the third-party's applicable terms and privacy policies (**Third-Party Terms**). Customer is responsible for obtaining all necessary rights, paying all fees, and complying with the Third-Party Services 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**"). **UNILY HAS NO RESPONSIBILITY OR LIABILITY FOR CUSTOMER AND ITS USERS COMPLIANCE WITH THIRD PARTY TERMS.**
- 7.2 If Customer fails to comply with any Third-Party Terms Unily 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. **API'S ARE PROVIDED ON AN AS IS BASIS, AND UNILY SHALL HAVE NO LIABILITY FOR ANY CHANGE, TEMPORARY UNAVAILABILITY, SUSPENSION, OR TERMINATION OF ACCESS TO AN API.**
- 7.3 **Data exchanged with Third-Party Services.** If Customer enables or configures an integration, Customer authorises Unily and Glass to transmit to and receive from the applicable Third-Party Services such Customer Materials, credentials, tokens, and other data as are necessary to enable and operate the applicable functionality, as configured by Customer. Customer is responsible for obtaining and maintaining all necessary rights, consents, permissions, and authorisations for such exchange and for Customer's compliance with applicable Third-Party Terms. Any exchange with a Third-Party Service will be limited to what is necessary to provide the applicable Glass functionality and will be subject to Customer's configuration of the relevant integration or Third-Party Service.
- 7.4 **No endorsement. FOR THE AVOIDANCE OF DOUBT, THIRD PARTY SERVICES ARE NOT PART OF THE GLASS SERVICES, AND UNILY DOES NOT WARRANT, SUPPORT, OR MAKE ANY COMMITMENTS REGARDING ANY THIRD-PARTY SERVICES.**

8. BAA; HIPAA

- 8.1 **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”) Customer processes ‘Protected Health Information’ (‘PHI’) within the Unily platform, and Customer purchase includes Glass, then Unily’s Business Associate Addendum (“BAA”), located at <https://www.unily.com/policies/legal/business-associate-addendum> https://www.unily.com/hubfs/All%20Website/Policies/Unily%20Customer%20HIPAA%20BAA_%20Pre-signed%20v1.0.pdf, is hereby incorporated into and forms part of this Agreement. The BAA sets out the safeguards and obligations applicable when Unily acts as a ‘Business Associate’ under HIPAA. In the event of a conflict between this Agreement and the BAA, the BAA will control with respect to PHI.

9. WARRANTIES; DISCLAIMERS

- a. **NO PROFESSIONAL ADVICE.** GLASS DOES NOT PROVIDE LEGAL, TAX, ACCOUNTING, HR, MEDICAL, OR OTHER PROFESSIONAL ADVICE, AND OUTPUTS ARE FOR INFORMATIONAL PURPOSES ONLY.
- b. **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.
- c. **DISCLAIMER.** UNILY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE UNILY TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, UNILY DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS AND AGREES THAT (I) THE SERVICE MAY NOT BE ERROR-FREE AND THE USE MAY BE INTERRUPTED, AND (II) UNILY IS NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY SERVICE ISSUES

10. FEES; TAXES

- 10.1 **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.
- 10.2 **Taxes.** Fees are exclusive of VAT and other applicable taxes, which will be charged in accordance with the Order Form and MSA.

11. INTELLECTUAL PROPERTY; CUSTOMER DATA; OUTPUTS

- 11.1 **Unily IP.** Unily owns all intellectual property rights in Glass, the underlying software, models, Documentation, and any professional-services related configurations, implementations, or deliverables provided by Unily in connection with Glass, except for Customer Materials and except as otherwise expressly set out in the Agreement.
- 11.2 **Customer IP.** Customer retains all rights in Customer Materials. Customer grants Unily the rights necessary to host, process, transmit, and otherwise use Customer Materials for purposes of providing, securing, supporting, operating, maintaining, developing, and improving Glass, the Services, and Unily’s technology and offerings, in each case in accordance with the Agreement and any applicable DPA.
- 11.3 **No implied licences.** Except as expressly set out under the Agreement or herein, no licences are granted by either party.
- 11.4 **Feedback licence.** If Customer provides feedback or suggestions about the Service, then Unily (and those it allows to use its technology) may use such information without obligation to Customer.

12. ANALYTICS

- 12.1 **Overview.** Customer acknowledges that Glass may include analytics designed to help Customer understand use of Glass. Unily may design and operate such analytics using privacy-first and data-minimisation principles. Analytics features, metrics, reports, and functionality may be further described in the Documentation.
- 12.2 **Purpose of Analytics.** Customer acknowledges and agrees that Unily may use Glass analytics for purposes including, but not limited to, the following:
- (1) understand how users interact with Glass;
 - (2) identify common tasks and requests;
 - (3) improve the quality, accuracy, safety, and usefulness of responses;
 - (4) monitor the performance, availability, and reliability of integrations and connected services; and
 - (5) support efficient, responsible operation of the service, including governance and oversight of usage.
- 12.3 **Customer Governance and Control.** Customer remains responsible for its internal governance and use of analytics within its environment. Subject to the Agreement, these Glass Terms, the Documentation, applicable law, and Customer's internal policies and approvals, Customer may use Glass analytics solely to:
- (1) optimise its internal digital workplace experiences;
 - (2) monitor adoption and usage patterns; and
 - (3) identify opportunities to improve workflows and integrations.
- 12.4 **Use Rights; Statistical Information.** Customer grants Unily the right to use analytics and, usage data, solely for purposes of providing, securing, supporting, operating, maintaining, developing, and improving Glass, the Unily Services, and Unily's technology and offerings, in each case in accordance with the Agreement and any applicable DPA. Unily may compile and use statistical, aggregated, and de-identified information relating to the performance, operation, and may make such information publicly available, provided that such information does not identify Customer, any user, or Customer Materials. Unily retains all intellectual property rights in such statistical, aggregated, and de-identified information.
- 12.5 **Interpretation and Relationship to Data Protection Terms.** These terms describe the analytics framework applicable to Glass. The availability, scope, and operation of Glass analytics may vary and may be further described in the Documentation.

13. CHANGES TO GLASS; DEPRECATION

- 13.1 **Deprecation.** Unily may discontinue or deprecate Glass integrations or features or functionalities, particularly where driven by Third-Party Service changes, security risks, legal requirements, or low usage. Where reasonably practicable, Unily will provide advance notice.