

Unily Content Studio Terms and Conditions

1. Scope and application

1.1 These Supplemental Terms govern the Customer's access to and use of Content Studio, made available by Unily as part of, or alongside, the Unily platform. They supplement and form part of the master subscription agreement, order form or other written agreement that may be in place between Unily and the Customer (the "Principal Agreement"). Where these Supplemental Terms conflict with the Principal Agreement in relation to Content Studio, these Supplemental Terms prevail.

1.2 Content Studio is delivered using third-party technologies, models and services which Unily licenses on terms it does not control. Those upstream terms impose obligations and restrictions on Unily, some of which Unily may be required to pass on to Customer and/or its Authorised Users. Clauses 8 to 14 record those pass-through obligations. The Customer must ensure that every Authorised User complies with them and remains responsible for its Authorised Users' acts and omissions as if they were its own.

1.3 The Customer accepts these Supplemental Terms by clicking to accept them in-product at sign-up or checkout, or by signing or paying an Order Form or invoice that refers to them. The Customer confirms that any individual who orders Content Studio and clicks to accept these Terms on the Customer's behalf is its authorised representative and has full authority to place that order, accept these Supplemental Terms and bind the Customer to that order and these Supplemental Terms. The Customer agrees that the individual's acceptance of these Terms on its behalf constitutes acceptance by the Customer.

2. Definitions

2.1 In these Supplemental Terms the following definitions apply. Terms defined in the Principal Agreement and not defined here carry the meaning given to them in the Principal Agreement.

Term	Meaning
Authorised User	Any individual permitted by the Customer to access Content Studio, including the Customer's employees, contractors, agents and any other end user to whom the Customer makes the product available. The number of Authorised Users is limited to the number permitted under the Customer's Plan or Order Form.
Content Studio	Unily's multi-format generative content creation product for producing audio, video and infographic outputs from Customer-selected source material, including related functionality, together with any Optional Integration the Customer enables.
Credits	The units by which use of Content Studio is metered, which are consumed when Outputs or Expressions are drafted, generated or revised, as allocated to the Customer under its Plan or purchased as Top-Up Credits.
Customer	The company detailed in the Order Form that is permitted to access Content Studio.
Early Access Offer	Any introductory early access offer for Content Studio made available by Unily before Content Studio is generally available, including any such offer made to existing Unily customers or through Unily's online checkout. Early-access customers receive a

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Term	Meaning
	three-month introductory discount from activation. To qualify, customers must purchase Content Studio by 31 December 2026. This offer will end no later than 31 March 2027.
Enterprise Plan	Any Content Studio Plan purchased on an annual contract commitment through Unily's sales team, including the Enterprise, Enterprise Plus and Enterprise Max tiers.
Expression	An Output made available within Content Studio, such as an infographic, podcast or video.
Input	Any prompt, instruction, source document, image, audio file, brand asset, data or other material submitted to Content Studio by or on behalf of the Customer or an Authorised User.
Output	Any text, image, video, audio or other content generated by Content Studio in response to an Input, including any rendered video file and any synthetic voice or narration.
Optional Integration	A feature of Content Studio that relies on a Third-Party Provider and that the Customer may enable or disable, including brand asset import, product analytics and session replay, synthetic voice and narration, and the optional authentication layer.
Order Form	Any order form, online checkout, Early Access Offer confirmation or invoice accepted by the Customer that specifies the Plan, Fees, Credits and Subscription Term for Content Studio.
Plan/Plan Details	The Content Studio package selected by the Customer, being the Team Plan, an Enterprise Plan, or an Early Access Offer – details of which can be found on Customer pricing page.
Sensitive Personal Data	Special category personal data and data concerning criminal convictions and offences within the meaning of applicable data protection law, protected health information, financial account and payment card data, government identifiers, biometric identifiers, and children's personal data.
Subscription Term	The period for which the Customer is entitled to use Content Studio under its Plan, as stated in the Order Form or, for a Team Plan, each monthly billing period, in each case including any renewal and, for an Early Access Offer, the introductory term.
Team Plan	The Content Studio Plan provided on a monthly rolling subscription and purchased online, by card checkout, with the user, brand and Credit allowances and level of support stated in the Plan Details.
Third-Party Components	Any third-party software, library, codec, model or service embedded in or made available through Content Studio.
Third-Party Provider	The supplier of a Third-Party Component, including any provider of workflow orchestration, video rendering, synthetic voice, brand data, product analytics or authentication services.
Top-Up Credits	Additional Credits purchased by the Customer as a one-off pack, in-product or under an Order Form, in addition to the Credits included in its Plan.

3. Licence and permitted use

3.1 Subject to the Principal Agreement and these Supplemental Terms, Unily grants the Customer a non-exclusive, non-transferable, non-sublicensable right for its Authorised Users to access and use Content Studio during the Subscription Term, solely for the Customer's internal business communications purposes.

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3.2 The Customer receives rights to use Content Studio only. It receives no right, licence or interest of any kind in any Third-Party Component on a standalone basis, and no right to use any Third-Party Component otherwise than through the functionality Unily expressly makes available within Content Studio.

3.3 The Customer must not, and must not permit any Authorised User or third party to:

(a) access, copy, modify, adapt, translate, decompile, disassemble or reverse engineer Content Studio or any Third-Party Component, or attempt to derive its source code, save to the extent such restriction cannot lawfully be excluded;

(b) upload, supply, inject or execute its own or any third party's source code, scripts, project files or rendering templates within Content Studio or any Third-Party Component;

(c) resell, sublicense, rent, lease, distribute or otherwise make Content Studio or any Third-Party Component available to any person who is not an Authorised User, or operate it as a service bureau for any third party;

(d) use Content Studio to build, train or improve any competing product or service, or to benchmark it for the benefit of a competitor of Unily or of any Third-Party Provider;

(e) use Content Studio for automated scraping or crawling, or for any regulated, restricted, high-risk or strict-liability activity for which the functionality has not been approved by Unily;

(f) interfere with, disrupt or attempt to gain unauthorised access to any system, network, account or data, or circumvent or attempt to circumvent any authentication, security or access-control mechanism;

(g) upload, transmit, store or distribute any virus, malware, malicious code or other material designed to interrupt, damage, compromise or limit the operation or security of any software, hardware, network or telecommunications equipment.

3.4 The Customer must not access or use Content Studio from, or make it available to any person located in, a country or territory subject to comprehensive trade sanctions or export restrictions applicable to Unily or to any Third-Party Provider and must comply with all applicable export control and sanctions laws.

4. Plans, Credits and entitlements

4.1 Content Studio is made available via a Plan. The Customer's entitlements, including the number of Authorised Users, the number of brands, the Expressions available to it, its Credit allowance, security assurance and the level of support, are those set out in the Plan Details. Optional Integrations, including any integration with Entra ID sign-on, Microsoft 365 or the Unily platform, are available only where Plan Details include them.

4.2 The Customer must not exceed, and must not attempt to circumvent, any user, brand, Credit, usage, service-capacity, account or other entitlement or restriction applicable to its Plan or any limit on the number of Authorised Users or brands applying to its Plan. Each Authorised User must use individual log-in credentials, and the Customer must not permit log-in credentials to be shared between individuals.

4.3 Use of Content Studio is metered in Credits. Credits are consumed each time an Output is generated and each time an Expression or storyboard is revised, at Unily's then-current

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consumption rates as shown within Content Studio. Any indication given by Unily of the number of Outputs that a Credit allowance will support is indicative only, varies according to the Expression type, its length and the number of revisions, and is not a commitment. Credit usage is monitored and displayed directly within the product.

4.4 Unless the Plan Details state otherwise, Credits under the Team Plan are allocated monthly for each billing period, and Credits under an Enterprise Plan are allocated as an annual pool shared across the Customer's Authorised Users for each year of the Subscription Term.

4.5 Any Unused Credits do not roll over and expire at the end of the Subscription Term or on earlier termination, have no cash value, and are non-refundable and non-transferable. Any unused Early Access Credits do not get converted to a Team Plan.

4.6 The Customer may purchase Top-Up Credits within Content Studio on a one-off basis. Top-Up Credits are non-refundable, may be used only during an active Subscription Term, and expire at the end of the Subscription Term.

4.7 Where the Customer's Credits, including any Top-Up Credits, are exhausted, Unily may suspend the generation of Outputs until further Credits are allocated to or purchased by the Customer.

4.8 Any feature identified within Content Studio, the Plan Details or Unily's materials as not yet available or as a roadmap item, does not form part of the Customer's entitlement unless and until Unily makes it generally available for the Customer's Plan.

4.9 Unily's records of Credit consumption and of the Customer's use of Content Studio are conclusive, save in the case of manifest error. Final Credit charges reflect measured eligible usage and can vary by model, content, and revisions.

5. Fees, payment, renewal and cancellation

5.1 The fees for Content Studio are those set out in the Order Form and are payable in the currency stated in the Order Form. Payment is taken by the Third Party Payment Processor. Customers will be redirected to Third Party Payment Processor to enter their payment details. Unily and Content Studio will not receive, process or store full card numbers, CVV/CVC codes or other sensitive authentication data, but will hold the customer/account information and transaction references needed to manage access and Credits.

5.2 Fees for the Team Plan are billed monthly in advance, by payment card through Unily's Third-Party Payment Processor. Fees for an Enterprise Plan are invoiced annually in advance unless the Order Form states otherwise.

5.3 All fees are exclusive of VAT, sales tax and any other applicable taxes, which the Customer must pay in addition at the applicable rate.

5.4 The Team Plan is billed monthly in advance and renews automatically each month. The Customer may cancel at any time through the account settings, and cancellation takes effect at the end of the then-current billing month. No refunds are given for partial months. An Enterprise Plan renews in accordance with the Order Form.

5.5 Unily may change its standard pricing for Content Studio for future billing periods and renewals by giving the Customer at least 30 days' notice.

5.6 An upgrade to the Customer's Plan takes effect when it is made, and any additional fees are pro-rated as shown in the Order Form. A downgrade takes effect from the next renewal and may reduce the Customer's entitlements, including its user, brand and Credit allowances and the Expressions available to it. The Customer is responsible for exporting any content affected by a downgrade before it takes effect.

5.7 If any payment fails or is not made when due, Unily may, after giving the Customer written notice, suspend the Customer's access to Content Studio until payment is received in full.

5.8 Except as required by law or as expressly stated in these Supplemental Terms or the Order Form, all fees are non-refundable.

5.9 Effect of cancellation. Following cancellation:

- (a) until the end of the paid billing period, the Customer retains full access to Content Studio;
- (b) for 30 days after the paid billing period ends, the Customer may view and download its existing content but may not generate or edit content;
- (c) after that 30-day period, access is limited to billing, reactivation, support and privacy requests, and the Customer may request an export of its content via support until 90 days after the paid billing period ends;
- (d) from 90 days after the paid billing period ends, Unily may delete the Customer's content, including projects, generated content, source uploads, related chat history and branding settings and assets, after giving the Customer notice;
- (e) from 12 months after the paid billing period ends, Unily may close the Customer's account. Unily retains billing and financial records as required by law.

6. Early Access Offer

6.1 This clause 6 applies where the Customer takes up an Early Access Offer, and prevails over clauses 4 and 5 to the extent of any conflict.

6.2 An Early Access Offer is available only until 31 December 2026 to eligible customers, only within the offer window stated in the Order Form, and only once per Customer organisation.

6.3 The Customer must pay the one-off introductory fee stated in the Order Form for the introductory term stated in the Order Form. The introductory term starts on the date on which the Customer's Content Studio environment is provisioned and accessible to the Customer.

6.4 Unily will use reasonable endeavours to provision the Customer's environment within 30 days of the Customer signing the Order Form. That period is a target only and not a guaranteed date, and Unily has no liability for any delay in provisioning.

6.5 The Customer's entitlements during the introductory term are those set out in the Order Form, which may include a cap on: (i) the number of Authorised Users, (ii) access to all Expression types and (iii) a dedicated environment for the Customer's organisation.

6.6 At the end of the introductory term, the Customer's subscription automatically converts to the Team Plan at Unily's then-current standard Team Plan rate, unless the Customer has given Unily at least 30 days' written notice before the end of the introductory term that it does not wish to continue, or has agreed an Enterprise Plan with Unily. Unily will remind the Customer of the forthcoming conversion at least 30 days before it takes effect.

6.7 Early Access pricing applies only for the introductory term of the Early Access Offer and does not apply to any subscription after the offer ends, including following conversion to the Team Plan.

6.8 The Customer acknowledges that Content Studio is not yet generally available and that, during the Early Access Offer: (a) features may change, be added or be withdrawn; (b) integrations are not guaranteed; and (c) Content Studio is provided "as is" in accordance with clause 14.1 and no service level applies to it, notwithstanding anything in clause 13.

6.9 The Customer agrees to provide reasonable feedback on Content Studio during the Early Access Offer, and Unily may use that feedback in accordance with clause 11.6.

7. Free Plans

7.1 Unily may make Content Studio available under a free Plan, including for a single Authorised User with a limited Credit allowance, for which no payment card is required. Customer must still accept these Supplemental Terms prior to accessing Content Studio under the Free Plan.

7.2 No service level or support commitment applies to a free Plan.

7.3 Unily may withdraw or change any free Plan at any time, and a free Plan may be subject to usage limits.

7.4 To the extent permitted by law, and subject to clause 14.5, Unily's total aggregate liability arising out of or in connection with Content Studio provided under a free Plan is limited to £100.

8. Third-party technologies and acceptable use pass-through

8.1 Content Studio depends on Third-Party Components for workflow orchestration, video rendering, synthetic voice and narration, brand asset lookup, product analytics and, where enabled, authentication. Each Third-Party Provider imposes an acceptable use policy or equivalent restrictions on Unily, and those policies may be amended by the relevant provider from time to time and may take effect on short notice.

8.2 The Customer must comply, and must procure that its Authorised Users comply, with all acceptable use, content and data restrictions that Unily notifies to it in respect of Content Studio, including any restriction Unily is required to impose because of a change to a Third-Party Provider's terms. Unily will give the Customer as much notice of any such change as the upstream terms allow, but the Customer acknowledges that a Third-Party Provider may impose a change with immediate or near-immediate effect and that Unily has no ability to defer it.

8.3 Third-Party Components may be governed by their own licence terms, including open source and codec licences, and a Third-Party Provider may disclaim responsibility for third-party resources made available through its service. Where any attribution, notice or licence condition applies to an Output or to the Customer's use of Content Studio, Unily will notify the Customer and the Customer must comply with it.

8.4 The Customer must not remove or alter any copyright, permission, attribution or other proprietary notice applying to a Third-Party Component or an Output, must comply with any open source, codec or patent licence condition Unily notifies to it, and must not publish any benchmark or performance comparison relating to Content Studio or any Third-Party Component without Unily's prior written consent.

8.5 The Customer must not use any data, brand asset or other material retrieved through Content Studio from a Third-Party Provider to train any generative artificial intelligence or machine learning model, and must not retain or cache such material beyond the period Unily notifies to it. The customer remains responsible for lawful use of any third-party logos and brand assets used as part of the Services.

9. Optional Integrations and Customer Restrictions

9.1 Certain features of Content Studio are Optional Integrations which the Customer may enable or disable. Enabling an Optional Integration is the Customer's decision and constitutes the Customer's instruction to Unily to transmit the relevant data to the applicable Third-Party Provider. The Customer is responsible for satisfying itself that each Optional Integration it enables is appropriate for its own regulatory environment.

9.3 Unily may withdraw, suspend or modify any Optional Integration on notice to the Customer where the relevant Third-Party Provider withdraws, suspends or modifies the underlying service, changes its terms in a way Unily is unable to accept, or ceases to make the service available on acceptable terms. Withdrawal of an Optional Integration does not entitle the Customer to a refund or a reduction in fees, and does not constitute a breach by Unily, provided the core functionality of Content Studio remains available.

10. Prohibited Data and data submission obligations

10.1 The Customer determines what it submits to Content Studio. Unily does not inspect, filter or validate Inputs, and the Customer is solely responsible for the lawfulness, accuracy and appropriateness of everything it and its Authorised Users submit.

10.2 The Customer must not submit, and must procure that its Authorised Users do not submit, any of the following to Content Studio (together "Prohibited Data"):

(a) material the Customer does not own or is not licensed to use, or which infringes the intellectual property, privacy, publicity or other rights of any person;

(b) material that is unlawful, defamatory, obscene, harassing or that would cause reasonably foreseeable harm to any person; or

(c) any voice recording, likeness or biometric identifier for which the Customer does not hold every consent and right required by applicable law.

(d) material intended to impersonate any person or entity without authorisation, misrepresent an affiliation with any person or entity, impersonate a person's voice or likeness, commit fraud, generate misinformation, exploit or endanger children, or serve any other purpose prohibited by a Third-Party Provider's acceptable use or prohibited use policy as notified by Unily.

10.3 The Customer is responsible for obtaining and maintaining every notice, consent, permission and lawful basis required for Unily and its sub-processors to process personal data contained in an Input, and for determining whether Content Studio is suitable for any data localisation, retention or sector-specific requirement to which the Customer is subject.

10.4 If the Customer submits Prohibited Data, Unily may suspend the Customer's access to Content Studio or to any affected feature (with or without notice where a Third-Party Provider requires it) and may delete the affected Input or Output. Unily will restore access once it is satisfied the issue has

been resolved. Suspension under this clause is not a breach of the Principal Agreement and does not entitle the Customer to a refund or service credit.

10.5 The Customer must maintain its own backups of any material it needs to retain. Unily does not undertake to retain Inputs or Outputs beyond the retention period notified to the Customer, and data held by a Third-Party Provider may be deleted a short period after the relevant upstream agreement ends.

11. Artificial intelligence, Outputs and transparency

11.1 Content Studio uses generative artificial intelligence. In the event the parties have an existing AI Addendum in place, this governs the parties' rights and obligations in respect of AI functionality in Content Studio and will prevail in the event of any conflict with these Supplementary Terms.

Outputs are produced by statistical models and may be inaccurate, incomplete, misleading or unsuitable for the Customer's purpose. Outputs are not advice of any kind. The Customer must review, verify and approve every Output before publishing, distributing or relying on it, and must not use an Output as the sole basis for any decision that has legal or similarly significant effects on an individual. Generative models may produce similar or identical Outputs for different users. Unily does not warrant that any Output is unique, original or free from third-party rights, and gives no warranty of non-infringement in respect of Outputs. The Customer is responsible for clearing any Output it intends to publish externally.

11.2 As between Unily and the Customer, and subject to the rights of any Third-Party Provider in its underlying technology, the Customer owns the Outputs generated from its Inputs and is responsible for them in the same way it is responsible for its Inputs, including compliance with applicable law and the avoidance of illegal content and reasonably foreseeable harm.

11.3 Content Studio provides configurable labelling to identify content as AI-generated. Transparency obligations in respect of AI-generated content published on the Customer's intranet or any downstream platform rest with the Customer as the deployer of that content. The Customer is responsible for determining whether such obligations apply to it, including under the EU Artificial Intelligence Act, for configuring the labelling accordingly, and for any consequence of disabling it.

11.4 Unily does not use Inputs or Outputs to train its own models, and does not permit a Third-Party Provider to use Customer personal data to train third-party foundation models. The data processing terms forming part of the Principal Agreement govern the processing of personal data contained in Inputs and Outputs.

11.5 Any feedback or suggestion the Customer provides about Content Studio may be used by Unily and its Third-Party Providers on a perpetual, irrevocable, transferable, sublicensable and royalty-free basis without obligation to the Customer.

11.6 A Third-Party Provider or Unily may process usage data or de-identified and aggregated data for its own service operation, improvement and product development purposes, and may retain intellectual property rights in that data. Where a Third-Party Provider offers a mechanism to opt out of such use, Unily will configure the service to opt out. Unily will describe the position applying to each Third-Party Provider in the documentation for Content Studio.

12. DPA

The Data Protection Addendum attached at Schedule 1 is incorporated into these Supplemental Terms.

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13. Service levels, availability and support

13.1 Content Studio is provided on an as-available basis. Except where the Principal Agreement or an Order Form expressly states otherwise, no service level, availability commitment, uptime target, support response time or service credit applies to Content Studio, and any service level applying to the wider Unily platform does not extend to it.

13.2 Where a service level is expressly agreed for Content Studio, service credits are the Customer's sole and exclusive remedy for any failure to meet it, must be claimed within thirty days of the event giving rise to the claim, and are applied against future fees only. No service level applies to downtime caused by the Customer's configuration, a third-party system, the Customer's failure to follow documentation, force majeure or a suspension permitted under these Supplemental Terms.

13.3 Unily is the Customer's sole point of contact for Content Studio. No Third-Party Provider has any obligation to provide support to the Customer or to any Authorised User, and the Customer must not contact a Third-Party Provider directly in relation to Content Studio. The Customer is responsible for providing first-line support to its own Authorised Users.

13.4 The level of support for Content Studio depends on the Customer's Plan and is set out in the Plan Details. Standard support applies to the Team Plan. Priority support or a named customer success manager applies to an Enterprise Plan where stated in the Order Form.

13.5 Any enhanced service commitment applies only where it is expressly set out in the Order Form, and then only on the terms stated there.

14. Warranties, liability and indemnity

14.1 To the fullest extent permitted by law, and except as expressly stated in these Supplemental Terms or the Principal Agreement, Content Studio, the Third-Party Components and all Outputs are provided "as is" and "as available". Unily disclaims all warranties, conditions and representations, whether express, implied or statutory, including any implied warranty of satisfactory quality, fitness for a particular purpose, accuracy and non-infringement, and does not warrant that Content Studio will be uninterrupted, error-free or secure.

14.2 Unily's warranties and liability in respect of Content Studio are limited by the terms on which its Third-Party Providers supply the underlying technologies. The Customer acknowledges that Unily's recourse against a Third-Party Provider is capped, in some cases at a nominal amount, and that Unily gives no warranty or indemnity in respect of a Third-Party Component beyond what it can itself obtain.

14.3 Unily is not liable for any loss arising from an Output, from the Customer's reliance on or publication of an Output, from any act or omission of a Third-Party Provider, or from the Customer's decision to enable an Optional Integration. Subject to clause 14.5, Unily's total aggregate liability arising out of or in connection with Content Studio is limited to the fees paid by the Customer for Content Studio under the relevant Plan, including any fees paid for Top-Up Credits, in the twelve months preceding the event giving rise to the claim. Where Content Studio is provided under a free Plan, Unily's liability is limited as set out in clause 7.4.

14.4 The Customer will indemnify Unily, and will procure the same protection for each Third-Party Provider to the extent Unily is required to pass that protection on, against all losses, damages, liabilities, regulatory fines, costs and expenses (including reasonable legal fees) arising out of or in connection with: (a) any Input or Output, including any claim that it infringes a third party's rights; (b) the Customer's or an Authorised User's breach of clauses 3, 8, 10 or 11.1 and 11.2, (c) the CONFIDENTIAL INFORMATION OF UNILY

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submission of Prohibited Data; (d) any unauthorised access to or use of Content Studio by a person to whom the Customer gave access; and (e) the Customer's publication or distribution of an Output, including any failure to apply AI-generated labelling.

14.5 Nothing in these Supplemental Terms limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

14.6 The exclusions and limitations in this clause 14 are a fair and reasonable allocation of risk, reflect the fact that Unily's own recourse against its Third-Party Providers is materially limited, and have been taken into account in setting the fees for Content Studio.

15. Changes, suspension and termination

15.1 Unily may amend these Supplemental Terms where required to reflect a change to a Third-Party Provider's terms, a change in applicable law or a change to Content Studio or to address security or operational requirements. Unily will post the then-current version of the Supplemental Terms at [\[\]](#) (the "Terms Page"). Continued use of Content Studio after the amendment takes effect constitutes acceptance of it. Customer is responsible for reviewing amended Supplemental Terms on the Terms Page. Any update to the Terms will take effect on the date the updated 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 Provider change.

15.2 On termination or expiry of the Content Studio subscription, the Customer's right to access Content Studio ends immediately and any unused Credits, including Top-Up Credits, lapse. The Customer must export any Output it wishes to retain before that date. Where the Customer cancels or downgrades a Team Plan, the Customer must export any Output it wishes to retain before the end of the then-current billing period. Clauses 5, 10, 11, 12, 14 and this clause 15.2 survive termination or expiry, and all fees accrued or due under clause 5 before termination or expiry remain payable.

16. ANALYTICS

16.1 Overview. Customer acknowledges that Content Studio may include analytics designed to help Customer understand its use of Content Studio. 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.

16.2 Purpose of Analytics. Customer acknowledges and agrees that Unily may use Content Studio analytics for purposes including, but not limited to, the following:

- i. Understand how users interact with Content Studio, and use signals to provide guidance to users on how to get the most out of the product
- ii. identify common tasks and requests;
- iii. Improve the quality and accuracy of content outputs
- iv. monitor the performance, availability, and reliability of integrations and connected services; and
- v. support efficient, responsible operation of the service, including governance and oversight of usage.

16.3 Customer Governance and Control. Customer remains responsible for its internal governance and use of analytics within its environment. Subject to the Principal Agreement, these Supplemental Terms, the Order Form, applicable law, and Customer's internal policies and approvals, Customer may use Content Studio analytics solely to:

- vi. optimise its internal digital workplace experiences;
- vii. monitor adoption and usage patterns; and
- viii. identify opportunities to improve workflows and integrations.

17 General

17.1 The Customer must flow down the obligations in clauses 3, 8, 10 and 11 to its Authorised Users through its own acceptable use policy, intranet terms or equivalent, impose restrictions at least as strict as those in these Supplemental Terms and any acceptable use or prohibited use policy Unily notifies to it, and enforce those restrictions. The Customer remains liable for any breach by an Authorised User as if it were its own, and Unily may require evidence of compliance.

17.2 A Third-Party Provider may enforce any provision of these Supplemental Terms expressly conferring a benefit on it. No other person who is not a party may enforce any provision of these Supplemental Terms.

17.3 Except as varied by these Supplemental Terms, the Principal Agreement continues in full force. The governing law and dispute resolution provisions of the Principal Agreement apply to these Supplemental Terms.

Schedule 1 - Content Studio Data Processing Addendum

1. Definitions and scope

1.1 In this Data Processing Addendum:

"Agreement" means the Terms and Conditions between the Customer and Unily that govern the Customer's access to and use of Content Studio.

"Australian Data Protection Laws" means the Australian Privacy Act 1988 (Cth) and other Australian privacy laws applicable to the Processing of Customer Data.

"Customer" means the customer identified in the Agreement.

"Customer Data" means Personal Data Processed by Unily or its Subprocessors on the Customer's behalf in connection with the Services, including Personal Data in generated assets and associated Processing records. It excludes data Processed solely for other Unily services.

"Data Protection Laws" means data protection and privacy laws applicable to the Processing of Customer Data, including, where applicable, the UK GDPR, Data Protection Act 2018, EU GDPR, US Data Protection Laws and Australian Data Protection Laws, in each case as amended or replaced.

"DPA" means this Data Processing Addendum.

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“EU GDPR” means Regulation (EU) 2016/679.

“Services” means Content Studio and associated support provided under the Agreement.

“Subprocessor” means a third party, including a Unily affiliate, appointed by Unily to Process Customer Data on the Customer’s behalf.

“UK GDPR” means the EU GDPR as incorporated into UK domestic law and amended.

“Unily” means the Unily entity contracting under the Agreement.

“US Data Protection Laws” means US state privacy laws applicable to Customer Data, including the California Consumer Privacy Act as amended by the California Privacy Rights Act and its implementing regulations.

1.2 **“Controller”, “Processor”, “Personal Data”, “Personal Data Breach”, “Processing” and “Data Subject”** have the meanings given in Data Protection Laws. **“Process”** and **“Processed”** will be construed accordingly. Under Australian Data Protection Laws, Personal Data includes personal information, and Processing includes collection, holding, use and disclosure. Other capitalised terms have the meanings given in the Agreement.

1.3 This DPA forms part of the Agreement and applies only to the Services. It prevails over conflicting Agreement terms concerning Customer Data. Mandatory international-transfer terms prevail over this DPA.

2. Processing and instructions

2.1 The Customer is Controller and Unily is its Processor. The Customer is responsible for lawful collection, disclosure and instructions, including required notices, permissions and legal bases.

2.2 Unily will Process Customer Data only on documented instructions, including concerning transfers, unless legally required otherwise. Where UK or EU GDPR applies, that exception is limited to Processing required by the laws recognised for that purpose by the relevant GDPR. Unily will notify the Customer before legally required Processing unless prohibited by law.

2.3 The Agreement, this DPA and the Customer’s configuration and use of the Services constitute its instructions. Unily will immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Laws. Authorised personnel must be bound by confidentiality.

3. Security and assistance

3.1 Unily will implement appropriate technical and organisational measures required by Data Protection Laws, taking account of Processing risks, the state of the art and implementation costs. The measures are described in clause 11 of this DPA.

3.2 Unily will notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Data and provide available information, in stages where necessary, to support the Customer’s notification obligations.

3.3 Taking account of the nature of Processing, Unily will assist through appropriate technical and organisational measures, insofar as possible, with Data Subject requests. Taking account also of information available to it, Unily will assist with security, breach assessment and notification, data protection impact assessments and prior regulatory consultation.

4. Subprocessors

4.1 The Customer generally authorises Subprocessors listed at [Unily Sub-Processors](#). Unily shall provide the Customer with a mechanism to subscribe to updates to the Subprocessor list, and where the Customer subscribes, Unily will notify the Customer of intended additions or replacements at least 30 days beforehand. The Customer may object in writing on reasonable data-protection grounds within 10 days after notification. If the Customer does not object within that period, it will be deemed to have authorised the addition or replacement.

4.2 Unily will not permit the proposed Subprocessor to Process affected Customer Data while an objection remains unresolved. The parties will work in good faith to resolve any objection, including, where appropriate, agreeing to terminate the affected Services.

4.3 Unily will impose substantially similar data-protection obligations required by Data Protection Laws on Subprocessors through binding written contracts, including sufficient guarantees of appropriate security measures. Where those laws require, Unily remains fully liable to the Customer for Subprocessors' performance, subject to clause 9.

5. Compliance information

5.1 Unily will make available information necessary to demonstrate compliance with its Processor obligations and allow for and contribute to audits, including inspections, by the Customer or its appointed auditor. Existing reports and certifications will be used where sufficient.

5.2 Audits require reasonable notice, confidentiality protections and minimal disruption and must protect other customers' information. These conditions must not prevent legally required verification. The Customer bears its own audit costs. Unily may charge reasonable, pre-notified assistance costs where legally permitted, without delaying mandatory compliance.

6. International transfers

6.1 Unily will transfer Customer Data internationally only in compliance with Data Protection Laws, including applicable UK, EU and Australian cross-border disclosure requirements, using required transfer instruments, assessments and supplementary safeguards.

6.2 Where a transfer of Customer Data from the Customer to Unily requires safeguards under the EU GDPR, the standard contractual clauses adopted by European Commission Implementing Decision (EU) 2021/914 ("EU SCCs") are incorporated into this DPA by reference as follows:

(a) the Customer is the data exporter and Unily is the data importer;

(b) Module Two (controller to processor) applies;

(c) Clause 7 applies; Clause 9 uses Option 2 with the notice period in clause 4.1 of this DPA; and the optional wording in Clause 11 does not apply;

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(d) for Clauses 17 and 18, the governing law and courts are those of Ireland;

(e) Annex I.A comprises the parties' identities and contact details in the Agreement, their roles under this DPA and their activities described in clause 10. Annex I.B comprises the Processing details in clause 10, with transfers occurring as necessary throughout the Services and Subprocessor Processing described in the list referenced in clause 4.1;

(f) the supervisory authority for Annex I.C is determined under Clause 13 of the EU SCCs; and

(g) Annex II comprises the security measures referenced in clause 3.1.

6.3 Where a transfer of Customer Data from the Customer to Unily requires safeguards under the UK GDPR, the EU SCCs are incorporated as specified in clause 6.2 and amended by the ICO's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, version B1.0, in force from 21 March 2022 ("**UK Addendum**"), which is incorporated by reference. For its tables:

(a) Table 1 comprises the parties and contact details identified under clause 6.2(e), with the Agreement's effective date as the start date;

(b) Table 2 comprises the EU SCCs and selections identified in clause 6.2;

(c) Table 3 comprises the annex information identified in clauses 6.2(e) to 6.2(g); and

(d) for Table 4, neither party may end the UK Addendum under Section 19.

6.4 The parties' acceptance of the Agreement constitutes their execution of the incorporated EU SCCs and UK Addendum. Those instruments prevail over conflicting provisions of this DPA or the Agreement.

7. Return and deletion

7.1 At the Customer's choice, Unily will return or delete Customer Data and delete existing copies when Processing services end, unless law requires retention. The Customer instructs deletion unless it requests return within 30 days after termination. Unily will complete return or deletion within 60 days after termination.

8. US privacy requirements

8.1 Where US Data Protection Laws require, Unily acts as Processor, service provider or contractor and will:

(a) Process Customer Data only for the specific service purposes below or as otherwise legally permitted;

(b) not sell or share Customer Data, retain, use or disclose it outside those purposes or the direct business relationship, or combine it with other Personal Data, except as those laws permit;

(c) provide the legally required level of privacy protection; and

(d) notify the Customer if it determines it can no longer comply.

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8.2 Unily certifies that it understands and will comply with these restrictions. The Customer may take reasonable and appropriate steps to verify compliant Processing and, on notice, stop and remediate unauthorised use. Clause 5 applies insofar as consistent with those rights.

9. General

9.1 This DPA continues while Unily or its Subprocessors hold Customer Data. The Agreement's liability limitations, governing law, dispute resolution and notice provisions apply. DPA liability counts towards, rather than supplements, the Agreement's applicable aggregate cap.

9.2 Nothing limits liability that cannot lawfully be limited, individuals' statutory rights, regulators' powers or mandatory transfer terms.

10. Processing details

10.1 **Subject matter and purpose:** Providing Content Studio's content creation, editing and management functionality and associated support, including customer-enabled AI functionality where included. This does not authorise independent use of Customer Data to train general-purpose AI models.

10.2 **Duration:** The subscription term and the return, deletion or legally required retention periods above.

10.3 **Operations:** Collection, storage, retrieval, editing, analysis, transmission and deletion as necessary to provide the Services.

10.4 **Data Subjects:** Customer users, personnel, contractors and individuals identified in submitted content.

10.5 **Data types:** Names, business contact details, account identifiers, device and usage information, support communications, Personal Data in submitted content or prompts, any other Personal Data the Customer chooses to upload, submit or import into the Services, and Personal Data contained in outputs generated from that material.

10.6 **Sensitive data:** Special category data, Australian sensitive information and criminal offence data are not required for the provision of the Services and will be Processed only if uploaded to the Services by the Customer.

10.7 **Customer rights and obligations:** As set out in the Agreement and this DPA.

11. Content Studio security measures

11.1 The specific technical and organisational measures applicable to Content Studio for the purposes of clause 3.1 and Annex II to the EU SCCs are described below. Unily may amend these measures from time to time, provided that such amendments do not decrease the level of protection afforded to Customer Data:

Introduction and scope

Content Studio's core application infrastructure is hosted in Microsoft Azure in the European Union. Supporting service providers may process customer personal data outside the European

Union, subject to the applicable processing arrangements and the DPA. Core hosting location does not mean that all processing takes place exclusively in that location.

Organisation of information security

- Unily assigns responsibilities for information security, privacy and the operation of Content Studio to designated functions and authorised personnel.
- Personnel with access to customer personal data are subject to confidentiality obligations.
- Unily maintains security policies and a risk management programme to identify, assess and address risks associated with processing customer personal data.

Human resources security

- Unily informs personnel of applicable security procedures and their responsibilities for protecting customer personal data and provides annual training on these requirements.
- Development and testing environments are separated from production environments and use synthetic data and test content rather than production customer personal data.

Asset management and data handling

- Unily maintains inventories of the infrastructure and data stores used to provide Content Studio.
- Data handling controls include classification, access restrictions and restrictions on the information recorded in application logs.
- Data sent to AI and media service providers is limited to the information required for the relevant processing.
- Customer personal data is held in approved infrastructure and services. Personnel access and storage outside those services are subject to authorisation.

Physical and environmental security

Physical and environmental security for the Azure data centres hosting Content Studio is managed by Microsoft. Unily maintains controls for access to its offices, handling of media and secure disposal.

Communications and operations management

- **Operational security:** Unily maintains documented security procedures and controls for managed devices, including encryption, patching, malware protection and firewalls.
- **Encryption:** Customer personal data is encrypted in transit over public networks and at rest in Content Studio's application storage and database. Integration credentials are encrypted and managed through restricted key management facilities.
- **File protection:** File handling controls include malware scanning and restrictions on accepted files.

- **Logging and monitoring:** Security and operational logs are collected and monitored using Unily's security tooling.
- **Data recovery:** Database backup and file recovery mechanisms support restoration under documented procedures. Recovery limitations are described in the Business continuity section.

Access control

Unily personnel

- Unily personnel use individual accounts and multi-factor authentication for company access.
- Access is managed through joiner, mover and leaver procedures and access reviews.
- Production access is restricted through role-based permissions and privileged access controls, applying the principle of least privilege.
- Password management and sign-in monitoring are governed by Unily's security policies.

Customer users

- Logical access controls separate customer tenants and restrict access to the relevant customer's data.
- Sensitive administrative actions are subject to additional authentication controls.
- Customer authentication is managed through the identity provider configured for Content Studio.
- Integration credentials are encrypted and restricted to the relevant customer tenant.

Penetration testing and vulnerability management

- Content Studio is subject to independent penetration testing and automated security checks.
- Security checks include code analysis, dependency vulnerability checks, secret scanning and container image scanning.

Patch management

Unily manages security patches and vulnerability remediation under its patch management procedures, including an emergency process for critical patches.

Network and application protection

- Network protection includes a web application firewall, distributed denial-of-service protection and rate limiting.
- Security monitoring, intrusion detection and configuration scanning cover Content Studio's Azure resources and logs.

- Development follows secure coding standards and incorporates automated security checks and release controls.
- Production configuration controls restrict debugging functionality that could expose customer content.

Breach management and business continuity

- Content Studio is subject to Unily's security incident response procedures, including investigation, recording and recovery activities.
- Security and operational alerts are referred to the relevant teams for investigation. Notification of personal data breaches is governed by the DPA.

Business continuity

Content Studio is covered by Unily's business continuity programme. Recovery arrangements include database restoration, file recovery and application recovery mechanisms.

- Database backups and file recovery copies are held in a single region and do not provide cross-region recovery of those copies.
- Recovery capabilities have not yet been validated through a completed restore test. This document does not specify guaranteed recovery times or recovery points.
- Recovery procedures address the reapplication of deletions following restoration.

Privacy controls

Content Studio provides functions for authorised customer administrators to manage personal data exports, erasure and organisation deletion, subject to authentication and access controls.

- Personal data exports are protected by encryption and restricted access.
- Erasure functions support deletion of individual records and anonymisation of attribution on shared content. Deletion through supporting service providers depends on the functionality available from those providers; confirmation of provider deletion may remain pending.
- Organisation deletion controls support suspension of access and deletion of associated data.

Retention and deletion are managed through scheduled processes, deletion records and operational alerts. Obligations concerning retention, return and deletion of customer personal data are governed by the DPA.

International data transfers

Supporting services may involve processing outside the European Union, including authentication data processed in the United States and global processing for certain image and video features. Applicable providers and processing locations should be read together with the Content Studio subprocessor information and the processing arrangements under the DPA.

The engagement of subprocessors and international transfers of customer personal data are governed by the DPA.