Unisys Terms of Service (ToS) for Software as a Service (SaaS)

These terms of service, together with the Unisys SaaS Service Description, (collectively, the **"SaaS Terms of Service"** or **"ToS"**) apply to Unisys SaaS and other related Services, whether under an Order with Unisys directly or through a Unisys reseller unless otherwise agreed in writing by Unisys for the Order. For Services purchased through a Unisys reseller, Unisys' obligations and Client's rights relating to Services shall be governed solely by these ToS and those Subscription Term details for the SaaS stated in the Order unless otherwise agreed in writing by Unisys and Client for that Order. By clicking "Accept" or by accessing or using the Services, you, the "Client", agree to these ToS. If you are an individual accepting these ToS on behalf of an entity, the entity is the "Client" and you represent that you have the legal capacity and authority to enter, and you are entering, into this agreement on the Client's behalf. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES OR CLICK "ACCEPT".

Section 1 - Access and Use

(a) Access to SaaS. During the Subscription Term, Client and its Authorized Users may access and use the SaaS only for their use according to the applicable Order and not for resale.

(b) Use Restrictions.

(i) General. Client shall not use the SaaS for any purpose other than the access and use granted by the Order. Client shall *not,* and shall not permit any Authorized Users to (directly or indirectly, in whole or in part): (a) copy, modify, or create derivative works of any Unisys IP; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Unisys IP; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Unisys IP; (d) remove any proprietary notices from Unisys IP; (e) use the Unisys IP or data derived from the Unisys IP to create, train, or improve a similar or competing product or service; (f) use the SaaS in any manner or for any purpose that is fraudulent or which infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law including privacy laws, governmental order, or decree; (g) use the SaaS to try to gain unauthorized access to or to disrupt any service, data, device, account or network, to spam or distribute malware or in a way that could harm SaaS or others' use of the SaaS; or (h) allow multiple users to access any SaaS feature that is made available on a per user basis; or (i) submit, upload, transmit, or otherwise make available any Unisys IP, or any portion of it, to any AI Tool, or use any AI Tool to reverse engineer, decompile, disassemble, or otherwise derive or attempt to derive any Unisys IP, in each case without Unisys's prior written consent.

(ii) High-Risk Use. The SaaS is not designed to support situations where failure of the SaaS could lead to death or serious bodily injury of any person or to severe physical or environmental damage (**High Risk Use**). Client's High Risk Use of the SaaS is at its own risk. Client must design and implement appropriate measures so the safety of people, property, and the environment are not reduced below a general or specific industry level that is reasonable, appropriate, and lawful upon any interruption, defect, error or other failure of the SaaS.

(iii) Prohibited Uses. Client is solely responsible for compliance with and interpretation of all laws, regulations, and requirements impacting its business and its and its Authorized Users' use of the Services. Client and its Authorized Users must not use the Services for any purpose, or to process Client Data in a manner or for any purpose, prohibited by applicable law. Without limiting the restriction in the immediately preceding sentence, any facial recognition capabilities or functionality of the SaaS shall not be used by or for any US police departments.

(iv) Reservation of Rights. Unisys reserves all rights not expressly granted to Client in the Order. Except for the limited rights and licenses expressly granted under the Order, nothing in the Order grants, by implication, waiver, estoppel, or otherwise, to Client, its Authorized Users or to any third party any intellectual property rights or other right, title, or interest in, or to, Unisys IP.

(c) Suspension. Unisys may temporarily suspend Client's and any Authorized Users' access to the SaaS if: (i) Unisys reasonably determines that (A) there is a threat or attack on any of the SaaS; (B) Client's or any Authorized Users' use of the SaaS disrupts or poses a security risk to the SaaS or to any other client or vendor of Unisys; (C) Client, or any Authorized User, is using the Services in violation of the use restrictions in Section 1(b), Use Restrictions; (D) Client has ceased its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, dissolution, or similar proceeding and the Unisys action is permitted by applicable law; or (E) Unisys' provision of the SaaS to Client or any Authorized User is prohibited by applicable law; (ii) any vendor of Unisys has suspended or terminated Unisys' access to or use of any services or products required for the Services; or (iii) according to Section 3(a), Fees, (any suspension described in (i), (ii), or (iii), a "**Service Suspension**"). Applying reasonable

effort, Unisys shall: provide written notice of any Service Suspension to Client and provide updates about the resumption of the SaaS following any Service Suspension; and, resume access to the SaaS as soon as reasonably possible after Unisys

determines the event giving rise to the Service Suspension is resolved. Unisys will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur because of a Service Suspension.

(d) System and Usage Data. Unisys may monitor Client's use of the SaaS and may collect and compile System and Usage Data. As between Unisys and Client, Unisys owns and retains all right, title, and interest in System and Usage Data, and all intellectual property rights in System and Usage Data. Client acknowledges that Unisys may compile System and Usage Data based on Client Data. Client agrees that Unisys may:

(i) make System and Usage Data publicly available in compliance with applicable law, and

(ii) use System and Usage Data to the extent and in the manner permitted under applicable law.

provided that if System and Usage Data is made available to others for a purpose other than to perform and to provide the Services, the System and Usage Data does not identify Client or its Authorized Users or contain and reveal Client's Confidential Information, including personal information of an Authorized User, unless required by law. Unisys may also use System and Usage Data, Client Data, and Output to develop, train, and improve Unisys's AI and machine learning technologies, including any Unisys AI Feature, subject to the same aggregation and anonymization commitment in this Section 1(d).

(e) Artificial Intelligence.

(i) Unisys AI Feature. Unisys may develop, embed, integrate, or otherwise make available as part of the Services any feature, functionality, or component that incorporates or is powered by an AI Tool (a "**Unisys AI Feature**"), including on a beta or limited-availability basis. Unisys may modify, suspend, or discontinue any Unisys AI Feature at any time without liability to Client.

(ii) Output. As between Unisys and Client, Client owns the data, prompts, and content it submits to a Unisys AI Feature and the output the Unisys AI Feature generates in response ("**Output**"), and Output is Client Data for purposes of these ToS, except that Output does not include, and Unisys retains all right, title, and interest in, the underlying Unisys AI Feature, its models, and any Unisys IP reflected in the Output. Client acknowledges Output may not be unique and that a Unisys AI Feature may generate the same or similar Output for other customers.

(iii) No Warranty; Review Obligation. Unisys makes no representation or warranty regarding the accuracy, completeness, reliability, legality, or non-infringement of any Output, and the disclaimers in Section 6, Warranty Disclaimer, apply equally to Output. Client is solely responsible for reviewing and validating Output before relying on or using it.

(iv) High-Risk Use; Regulatory Compliance. Client's High-Risk Use, described in Section 1(b), includes reliance on a Unisys AI Feature or its Output, on the same terms as that Section. Client is solely responsible for its and its Authorized Users' compliance with laws applicable to its use of a Unisys AI Feature, including laws governing artificial intelligence and automated decision-making. Where the EU Artificial Intelligence Act (Regulation (EU) 2024/1689) applies to Client's use of a Unisys AI Feature, Client is the "deployer" of that Unisys AI Feature and is solely responsible for the obligations that status entails.

(v) Third-Party AI Technology. A Unisys AI Feature may incorporate or rely on AI Tools or technology provided by a third party, subject to Section 10, Other Documents. Unisys is not responsible for the acts or omissions of, or the availability, accuracy, or training data used by, any such third-party technology, except to the extent caused by Unisys's own failure to comply with its obligations under these ToS.

(vi) Notice and Cooperation. If Client becomes aware, or has reason to believe, that Unisys IP has been submitted to an AI Tool in violation of Section 1(b), Client shall notify Unisys in writing without undue delay and shall reasonably cooperate, at Client's expense, with Unisys's investigation and remediation, including efforts to obtain deletion or removal of the submitted material and any resulting output.

Section 2 - Client Responsibilities

(a) General. Client is responsible and liable for all uses of the Services and Unisys IP resulting from access provided to Client and its Authorized Users, directly or indirectly, whether the access or use is permitted by, or contrary to, the Order. If Unisys provides a master administrative credential to Client for the Services, Client shall issue access credentials to its Authorized Users. Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Order if taken by Client will constitute a breach of the Order by Client. Client shall cause Authorized Users to comply with the terms of the Order.

(b) Adequate Rights. Client represents and warrants to Unisys that: (i) Client or its licensors own all right, title, and interest in and to Client Data and Feedback; (ii) Client has rights in Client Data and Feedback sufficient to grant the rights contemplated by the Order; (iii) Client Data and Authorized Users' use of Client Data or the Services, or both, will not violate any terms applicable to the Services; and (iv) Client's instructions, including appointment of Unisys as a processor or sub processor, have been authorized by the relevant controller.

(c) Tools. Unisys may use and may provide software tools **("Tools")** for installation in Client's and its Authorized Users' environment(s) during the Service Term so that Unisys may deliver, and Client and the Authorized Users may receive, the Services. Client agrees these Tools are Unisys Confidential Information and agrees to destroy or return the Tools to Unisys when Unisys' Services end.

(d) Third-Party Content. Third-Party Content is subject to its own terms and conditions and any applicable flow-through provisions and documents referenced or included in the Order. If Client does not agree to abide by the applicable terms for any Third-Party Content, then Client must not install or use the Third-Party Content and Unisys will be relieved of any Service obligations that rely on that Third-Party Content. The Order does not add additional conditions or restrictions, or affect any rights or duties Client or its Authorized Users may have under an open source license to any copy of open source software Unisys provides with the Services.

Section 3 – Fees and Payment

(a) Fees. If Client purchased the Services directly from Unisys, Unisys shall invoice Client the subscription fees for the SaaS quarterly in advance, SaaS usage charges quarterly in arrears, and any non-SaaS Services as the Services are performed unless otherwise provided in the Order. For products purchased directly from Unisys, Unisys will invoice Client on shipment or when Unisys makes the products available for download unless otherwise provided in the Order. Unisys will invoice Client directly for any out of scope supplies, usage charges or similar fees that are payable to Unisys directly. Client shall make all payments to Unisys according to the Payment Term without offset or deduction. If Client fails to make any payment when due, without limiting Unisys' other rights and remedies: (i) Unisys may charge interest on the past due amount at the rate of up to 1.5% for each month calculated daily and compounded monthly or, if less, the highest rate permitted under applicable law; and (ii) Client shall reimburse Unisys for all costs incurred by Unisys to collect any late payments or interest, including attorneys' fees, court costs, and collection agency fees. If Client purchased the Services through a Unisys reseller, Client shall pay the reseller the reseller's charges according to payment terms Client has agreed with the reseller. If Unisys does not receive timely payment from Client (or Unisys reseller if Client purchased through a reseller), without limiting Unisys other rights and remedies, Unisys may suspend or terminate the Services and Client's and its Authorized Users' access to the Services until Unisys is paid provided that Unisys shall first provide Client with at least ten (10) days written notice and an opportunity to pay Unisys the applicable overdue Unisys fees.

(b) Taxes. All fees and other amounts payable by Client to Unisys are exclusive of taxes and similar assessments. Client is responsible for and shall pay any tax imposed on the fees and other amounts payable to Unisys, including all sales, use, excise and any withholding taxes, value added, personal property, goods and services, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable to Unisys by Client, other than any taxes imposed on Unisys' net income.

(c) Auditing Rights and Required Records. Client shall maintain complete and accurate records according to generally accepted accounting principles consistently applied during the Service Term and for 5 years after the end of the Services. At its own expense and on reasonable advance notice, Unisys may periodically audit Client's records related to the Services. If the audit reveal that Client has underpaid Unisys for Services, Client shall promptly pay the amounts necessary to correct the underpayment, together with interest according to Section 3(a), Fees. Client shall pay for the costs of the audit if the audit determines that Client's underpayment exceeded 5% of the fees paid by Client (before the audit) for any quarter. Auditing rights will apply for the Service Term plus 5 years.

Section 4 – Confidential Information

Client or Unisys (the "**Discloser**") may disclose or make available to the other (the "**Receiver**") information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form, that is marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) publicly available; (b) known to the Receiver at the time of disclosure; (c) rightfully obtained by the Receiver on a non-confidential basis from a third party; or (d) independently developed by the Receiver. The Receiver shall not disclose the Discloser's Confidential Information to any person or entity, except to the Receiver's employees, agents, advisors, consultants, and others who are required by Receiver to protect the Confidential Information from unauthorized access, use, or distribution according to terms no less protective than this provision and who have a need-to-know or a need-to-use the Confidential Information for the Receiver to exercise its rights or perform its duties under these ToS. The Receiver may disclose Confidential Information to the limited extent required (i) to comply with an order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided the Receiver shall first have given written notice to the Discloser, if permitted by applicable law, and made a reasonable effort to obtain a protective order; or (ii) to establish its rights, including making any required court filings. Upon the end of the Services, the Receiver shall promptly return to the Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Confidential Information, or destroy all copies and certify in writing to the Discloser that the Discloser's Confidential Information has been destroyed. Receiver may retain in system archives and backups copies of the Discloser's Confidential Information that would be impractical to retrieve or are required by law and any copies that remain in systems archives and backups shall remain subject to this Confidential Information provision. Receiver's duties for Discloser's Confidential Information will end 5 years after receipt from the Discloser.

Section 5 – Ownership and Feedback

(a) Unisys IP. As between Client and Unisys, Unisys owns all right, title, and interest, including all intellectual property rights, in and to the Unisys IP. The applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Content.

(b) Client Data. As between Unisys and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client grants to Unisys a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts reasonably required for Unisys to provide the Services to Client. Client grants to Unisys a nonexclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Client Data incorporated within System and Usage Data. Client is the controller of any Personal Data that Client or its Authorized Users process with the Services. These ToS, including the terms of Unisys Data Privacy Addendum published at https://www.unisys.com/client-contract-terms/ (the "**DPA**"), apply to the processing of the Personal Data by Unisys for the Services as a processor or sub-processor and not as a controller.

(c) Feedback. Client or any of its Authorized Users, employees, contractors, and agents may send or transmit communications or materials to Unisys by mail, email, telephone, or otherwise, suggesting or recommending changes to the SaaS, including without limitation, new features or functionality, or any comments, questions, or suggestions, ("**Feedback**"). Unisys is free to use Feedback and Client hereby assigns to Unisys on Client's behalf, and on behalf of its Authorized Users, employees, contractors and agents, all right, title, and interest in any ideas, know-how, concepts, techniques, or other intellectual property rights in the Feedback, for any purpose without any attribution or compensation. Unisys is not required to use any Feedback.

Section 6 – Warranty Disclaimer

THE SERVICES, AND ANY OTHER UNISYS IP ARE PROVIDED "AS IS, WITH ALL FAULTS" AND UNISYS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. UNISYS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. UNISYS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, AND ANY OTHER UNISYS IP OR RESULTS OF THE USE OF THE SERVICES, AND UNISYS IP, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

Section 7 – Indemnification

(a) Unisys Indemnification.

(i) Unisys shall:

(A) defend Client from any claim, suit, action, or proceeding asserted against Client, by any person or entity not related to Client, that the Unisys IP, or any use of the Unisys IP according to the Order, infringes or misappropriates the claimant's US intellectual property rights; and,

(B) indemnify and hold harmless Client from Losses for claims arising under Section **7**(a)(i)(A) (Unisys Indemnification) above;

(C) provided Client promptly notifies Unisys in writing of the claim, cooperates with Unisys, makes no admissions adverse or prejudicial to Unisys and allows Unisys sole authority to control the defense and settle the claim.

(ii) At its option, Unisys may (A) modify or replace Unisys IP to make it non-infringing, or (B) obtain the right for Client to continue its use. If Unisys determines that neither alternative is reasonably available, Unisys may terminate the applicable Order, in its entirety or the affected component or part, effective on written notice to Client. If Unisys terminates according to this provision, Unisys shall give Client a pro-rata refund or credit of any prepaid Fee(s) applicable to the items terminated for the period after the termination date.

(iii) This Unisys indemnification will not apply if the alleged infringement arises from: (A) use of the Unisys IP in combination with data, software, hardware, equipment, or technology not provided by Unisys or authorized by Unisys in writing; (B) modifications to the Unisys IP not made by Unisys; (C) Client Data; or (D) Third-Party Content.

(b) Client Indemnification. Client shall indemnify, hold harmless and, at Unisys' option, defend Unisys from and against any Losses resulting from any claim asserted against Unisys, by any person or entity not related to Unisys, that the Client Data, or any use of the Client Data according to the Order, (i) constitutes a breach by Client of its duties under any applicable privacy law or other law or the Order, or both; or (ii) infringes or misappropriates the claimant's intellectual property or other rights and (iii) any claims based on Client's or any Authorized User's (A) negligence or willful misconduct; (B) High Risk Uses, Prohibited Uses or other use of the Services or Unisys IP in a manner not authorized by the Order, including any claims based in strict liability or that Unisys or its suppliers were negligent in designing or providing the Service(s) to Client; (C) use of the Unisys IP in combination with data, software, hardware, equipment or technology not provided by Unisys or authorized by Unisys in writing; or (D) modifications to the Unisys IP not made by Unisys, provided that Client may not settle any claim against Unisys unless Unisys consents to the settlement, and further provided that Unisys may defend any claim or participate in the defense of the claim with counsel of its own choice.

(c) Sole Remedy. SECTION 7(a), Unisys Indemnification, IS CLIENT'S SOLE REMEDY AND UNISYS' SOLE LIABILITY AND DUTY FOR ANY CLAIMS THAT THE SERVICES OR UNISYS IP INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY

INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Section 8 – Limitations of Liability

IN NO EVENT WILL UNISYS, ITS SUPPLIERS, SUBCONTRACTORS, OR RESELLERS BE LIABLE UNDER OR IN CONNECTION WITH THE SERVICES, UNISYS IP OR THE ORDER, OR ANY COMBINATION OF THEM, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) ANTICIPATED SAVINGS, INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE WHETHER UNISYS, ITS SUPPLIERS, SUBCONTRACTORS, OR RESELLERS WERE ADVISED OF THE POSSIBILITY OF THE LOSSES OR DAMAGES OR THE LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF UNISYS, ITS SUPPLIERS, SUBCONTRACTORS, AND RESELLERS ARISING OUT OF OR RELATED TO THE SERVICES, UNISYS IP, OR THE ORDER, OR ANY COMBINATION OF THEM, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE GREATER OF: THE AMOUNTS PAID TO UNISYS FOR THE SERVICES IN THE 3-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR $10,000.00 USD.

Section 9 – Term and Termination

(a) Term. Non SaaS Services will start on a mutually agreed date following Unisys acceptance of the Order and continue until the earlier of: (i) the date the non-SaaS Services are completed, (ii) the date specified in the Order, or (iii) the end of the related SaaS Subscription Term (the **"non-SaaS Services Term"**). The subscription for the SaaS will start on the "**Start Date**" in the Order and will continue for the "**Initial Term**" in the Order. If the Order does not include a Start Date then the subscription will start when Client clicks "ACCEPT," "AGREED," or Unisys first makes any subscription credentials or the SaaS available to Client for access and use. If the Order does not include an Initial Term then the Initial Term for the SaaS will be 12 months.

The subscription will end upon the expiration of the Initial Term.

(b) Termination. In **addition** to **any** other termination right in the Order

(i) Unisys may suspend or cancel the Services, effective on written notice to Client, if Client: (A) fails to pay any amount when due and the failure continues more than 10 days after Unisys' delivery of written notice; or (B) breaches any of its duties under Section 1(b), Use Restrictions, or Section 4, Confidential Information;

(ii) either Client or Unisys may cancel the Services effective on written notice to the other party, if the other party materially breaches the Order , and the breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the other party receives written notice of the breach; or

(iii) to the extent permitted by applicable law, either Client or Unisys may terminate the Services and access to and use of other Unisys IP, effective upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or to sell any material portion of its property or business.

(c) Effect of Expiration, Termination, or Cancellation. To the extent Unisys embeds Unisys IP in a non-SaaS Services report or other tangible deliverable required to be delivered to Client under an Order and subject to Unisys receipt of payment of any fees for the non-SaaS Services, Unisys grants Client a personal, non-exclusive and non-transferable license to use and copy the Unisys IP solely as part of the deliverable for its internal use; provided that any Unisys IP that is a modification, customization or enhancement to separately licensed software is licensed on the same terms as the underlying software. When SaaS Services end, Client's and its Authorized Users' access to and use of any related Unisys IP will also end. Upon the end of the SaaS Service, Client shall discontinue use of the related Unisys IP (other than that Unisys IP that may be separately licensed to Client) and, without limiting Client's duties under Section 4, Confidential Information, Client shall delete, destroy, or return all copies of the Unisys IP and certify in writing to Unisys that the Unisys IP has been deleted or destroyed. Client's duty to pay all fees that may have become due to Unisys before the end of the Services shall survive. Except as expressly provided in the Order, Client is not entitled to receive and Unisys is not obligated to provide any refunds.

(d) Survival. Upon the end of the Services, the rights and obligations of Client and Unisys, which by their nature, context, intent, and meaning would reasonably be expected to survive shall survive. Without limiting the immediately preceding sentence, Client and Unisys agree the following provisions survive the end of the Services: this Section 9(d), Survival, Definitions, Section 3, Fees and Payment, Section 4, Confidential Information, Section 5, Ownership and Feedback, Section 6, Warranty Disclaimer, Section 7, Indemnification, Section 8, Limitations of Liability, Section 9, Term and Termination, Section 10, Other Documents, and Section 11, Miscellaneous.

Section 10 – Other Documents

The SaaS Services are instantiated in, and the Services may apply Third-Party Content from a Cloud Hosting Provider and other third parties, including Third-Party Content that may run in, the Cloud Hosting Provider's cloud. Unisys may provision the Cloud Hosting Provider or other Third-Party Content:

(a) on behalf of Unisys in a Unisys account; or,

(b) on behalf of Client and resold to Client, as provided in the applicable Order.

In each instance, Client agrees the following are included in the Order for Services:

(c) The Unisys SaaS Service Description;

(d) the Cloud Hosting Provider's and any other Third-Party Content provider terms, including terms in the License and Attribution Documents and at any listed or incorporated URLs or at Unisys Site. For Cloud Hosting Provider content from Microsoft, the Cloud Hosting Provider terms include the terms of the Microsoft Customer Agreement published at https://www.microsoft.com/licensing/docs/customeragreement. Unisys duties to Client for the elements of the Services that use or rely on Third-Party Content, including the Third-Party Content available from or through the Cloud Hosting Provider, are coextensive with the Third Party Content provider's duties to Unisys for the same products and content (used or relied upon by the Service) according to the Third-Party Content provider's terms.

(e) The Unisys Privacy Statement at https://www.unisys.com/unisys-legal/privacy

(f) The DPA, including the attachments and documents incorporated by reference in the DPA, any updates to the DPA, and any jurisdiction specific data processing terms.

Unisys may change these ToS (including any documents that are reference by these ToS or incorporated in these ToS) at any time on at least 90 days' notice in advance of the effective date of the changes by: (i) posting a revised version on the Unisys Site; or, (ii) by giving Client notice according to Section 11.(b), Notices. By continuing to use the Services after the effective date of any changes, Client agrees to the changes. The changes will be effective 90 days after Unisys posts the revised version on the Unisys Site or sends the notice unless a later date is stated in the notice or at Unisys Site. Client may terminate the Services before the effective date of the change(s) upon at least 30 days advance written notice to Unisys if Client does not want to continue the Services with the changes.

Section 11 – Miscellaneous

(a) Entire Agreement. Except as otherwise provided in a written agreement signed by Client and Unisys, the applicable Order, including these ToS, together with any other documents included in these ToS according to Section 10, Other Documents, are the sole and entire agreement of Client and Unisys for the subject matter of the Order and supersedes all earlier and contemporaneous understandings, agreements, and representations and warranties, both written and oral, for the subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications under the Order (each, a "**Notice**") must be in writing and, if to Client, to the address Client provided to subscribe to the SaaS Service. Notice to Unisys shall be given in writing to the Unisys address in the applicable Order. Client or Unisys may change its address for Notices by giving the other party advance written notice according to this section. All Notices must be delivered by at least one of the following methods: personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(c) Force Majeure. In no event shall either party be liable to the other party, or breach the Order, for any failure or delay in performing its duties under the Order (except for any duty to make payments), if and to the extent the failure or delay is caused by any circumstances beyond the party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. Except as otherwise agreed in writing by Unisys and Client, no amendment to or modification of the Order is effective unless it is in writing and signed by an authorized representative of Client and an authorized representative of Unisys. No waiver of any of the provisions of these ToS will be effective against a party unless explicitly in writing and signed by the party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Order will operate or be construed as a waiver; no single or partial exercise of any right, remedy, power, or privilege under the Order will preclude any other or further exercise of the right, remedy, power, or privilege or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of the Order is invalid, illegal, or unenforceable in any jurisdiction, the invalidity, illegality, or unenforceability will not affect any other term or provision of the Order or invalidate or render unenforceable the provision in any other jurisdiction.

(f) Governing Law; Submission to Jurisdiction. Each Order is governed by and construed according to the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws

of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to the Services or an Order, or both, shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in the city of New York and the County of Manhattan, and each party irrevocably submits to the exclusive jurisdiction of these courts in any suit, action, or proceeding.

(g) Assignment. Client may not assign any of its rights or delegate any of its duties under the Order, in each case whether voluntarily, involuntarily, by operation of law, or otherwise. Unisys may assign its rights or delegate its duties under an Order to an affiliate or other third party. Any purported assignment or delegation in violation of this Section will be null and void.

(h) Export Regulation. Client shall comply with import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations ("**Trade Laws**"), including Trade Laws that apply to a U.S. company, including U.S. Export Administration Regulations, International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Client is solely responsible for its and its Authorized Users' compliance with Trade Laws and how Client and its Authorized Users choose to use the Services, including the transfer and processing of Client Data and the provision of Client Data to Authorized Users. Client assures Unisys that:

(i) Client and the financial institutions used by Client to process payment for the Services, or any person or entity that owns or controls Client or the financial institutions used by Client to process payment for Services are not; and

(ii) each Authorized User is not

subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (for example, the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

(i) US Government Rights. The Service, including software, documentation and technical data provided in connection with the Services are "commercial items", comprised of "commercial computer software", "commercial computer software documentation", and "technical data" with the same rights and restrictions generally applicable to the Service. The terms "commercial items", "commercial computer software", "commercial computer software documentation", and "technical data" are defined in the applicable US Federal Acquisition Regulations and the Defense Federal Acquisition Regulation Supplement. If Client is using the Service on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any way with U.S. federal law, Client will immediately discontinue use of the Service.

(j) Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by it of any of its duties under Section 4, Confidential Information, or, in the case of Client, Section 1(b), Use Restrictions, may cause the other Party irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of a breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court. These remedies are not exclusive and are in addition to all other remedies that may be available.

Definitions

"**Authorized User**" means Client's employees, consultants, contractors, agents, and any other entities or individuals (i) who are authorized by Client to access and to use the Services according to the Order and (ii) for whom access to the Services has been purchased by Client according to an Order.

"**AI Tool**" means any artificial intelligence, machine learning, natural language processing, generative artificial intelligence, large language model, code-completion or code-generation tool, chatbot, virtual assistant, or other automated or algorithmic technology or service capable of analyzing, processing, generating, or deriving insights from data or content — regardless of whether it is (i) publicly available, open-source, or offered on a free, paid, enterprise, or private basis; (ii) accessed as a stand-alone product or service, or embedded or integrated within another product, plug-in, browser extension, or feature; or (iii) developed, owned, or operated by Unisys, Client, or any third party.

"**Client Data"** means non-public or proprietary information and data, in any form or medium, including Personal Data (as defined in the DPA), submitted, posted or otherwise transmitted by or on behalf of Client and its Authorized User(s) through the Services. Client Data excludes System and Usage Data.

"**Cloud Hosting Provider**" means the public cloud provider from whom Unisys procures the cloud computing resources on which the Unisys SaaS is instantiated.

"**Documentation**" means any Unisys guides for the Services that are provided by Unisys to Client, directly in electronic or in hard copy form, or made available to Client at a website according to the applicable Order(s).

"License and Attribution Documents" mean notices and license terms for open source and other third party software, including those notices and terms that accompany the Tools or are incorporated in URLs, including, in the case of distributed Unisys brand software, https://public.support.unisys.com/common/ShowWebPage.aspx?id=6316&pla=ps&nav=ps.

"Losses" means losses, damages, liabilities, and costs (included in a settlement approved by the indemnitor or included in a final non-appealable order or award) that result from an indemnified claim under these ToS.

"**Order**" means a written order from Client for the Services of which these ToS are a part (A) directly with Unisys that is accepted by Unisys, or (B) with a Unisys reseller, subject to Unisys acceptance of an order for the Services from its reseller.

"**Output**" has the meaning given in Section 1(e)(ii).

"Payment Term" means the time for payment of Unisys charges in the Order, or if no Payment Term is in the Order, 30 days from the Unisys invoice date.

"SaaS" means the Unisys software as a service provided under an Order, including all related Unisys IP.

"SaaS Service Description" means the Service description for the SaaS described in an Order or the Unisys Site.

"**Services**" means work, products, or services provided under an Order, including any SaaS provided on a recurring charge or subscription basis.

"**Subscription Term**" means the Initial Term of the SaaS subscription, including any Ordered extensions or renewals.

"**System and Usage Data**" means information about the Services, including access, performance, and technical information, derived from Unisys' monitoring of the (i) SaaS environment (to provide support, updates and other services); and, (ii) Authorized Users' access to and use of the Services that is captured and used by Unisys in an ***aggregated and anonymized*** manner with statistics of other subscribers and users.

"Technical and Organizational Measures" means the measures implemented by Unisys and further described in the DPA.

"Term" means the Subscription Term for the SaaS and the non-SaaS Services Term for the non-SaaS Services.

"Third Party Content" means third-party products or services, or both, that Unisys makes available to Client in connection with the Services.

"Tools" mean software service tools that Unisys uses and may provide for installation in Client or its Authorized Users' environments during the Term so Unisys can provide and Client and its Authorized Users may receive the Services, but which Unisys does not separately license to Client.

"**Unisys**" means the Unisys legal entity on whom Client placed the Order for the Services, or if Client placed the Order for the Services through a Unisys' reseller, the Unisys legal entity that accepted the reseller's corresponding order for the Services. The Unisys entity through which the Services are available in the United States is Unisys Corporation, 801 Lakeview Drive, Suite 100, Blue Bell, Pennsylvania 19422.

"**Unisys AI Feature**" has the meaning given in Section 1(e)(i).

"**Unisys IP**" means the Documentation, Tools and all intellectual property used by Unisys to provide the Services or provided to Client or any Authorized User in connection with the Services or Documentation. Unisys IP includes System and Usage Data and any other information derived from Unisys' provision and operation of the Services. Unisys IP excludes Client Data.

"Unisys Site" means the site where Client and its Authorized Users access the Services, Unisys support site at https://public.support.unisys.com/common/ShowWebPage.aspx?id=8143&pla=ps&nav=ps or other Unisys URL identified by Unisys in the Order.