ADDENDUM TO AGREEMENT

CODE PROTECTION, ARTIFICIAL INTELLIGENCE,

AND DATA PROTECTION TERMS

[Addendum No. [•] to the [Agreement Name], dated [Agreement Date]]

This Addendum (this "Addendum") is dated [•] and entered into between:

BETWEEN:

(1) [CUSTOMER LEGAL NAME], a [jurisdiction] company [, registered under company/registration number [•],] having its principal place of business at [address] ("Customer"); and

(2) [UNISYS ENTITY NAME], a [jurisdiction] company, registered under company number [•], whose registered office is at [address] ("Unisys").

Unisys and Customer are each a "Party" and together the "Parties."

A. Customer and Unisys (or Unisys's predecessor or affiliate) are parties to that certain [AGREEMENT TITLE] dated [•], as amended from time to time (the "Agreement"), pursuant to which Unisys provides Customer with access to certain Unisys software, products, and related services.

B. Unisys wishes to supplement the Agreement with additional protections regarding Customer's use of Unisys's proprietary code and technology, including restrictions on the use of artificial intelligence tools, terms governing any Unisys AI Feature made available to Customer, and terms governing the processing of Personal Data, and Customer agrees to the terms of this Addendum.

C. Except as expressly modified by this Addendum, the Agreement remains in full force and effect.

IT IS NOW AGREED AS FOLLOWS:

1. Definitions; Interpretation

1.1 References in this Addendum to "Unisys" and "Customer" mean the parties identified as such above, regardless of the terms used for them in the Agreement (for example, "Supplier" and "Customer," or "Licensor" and "Licensee").

1.2 "Code" means, collectively, all object code, source code, firmware, and microcode of Unisys or its licensors, and all related documentation, specifications, and materials, that Customer has received, accessed, or been granted rights to use under the Agreement — however such items are defined or described in the Agreement (including as "Software," "Application Software," "System Software," "Products," or "Proprietary Information," or similar terms). Code includes any software Unisys makes available to Customer on a hosted, subscription, or "as a service" basis, however described in the Agreement (including as "SaaS" or "Services"), together with the underlying technology Unisys uses to provide it.

1.3 "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 (a) publicly available, open-source, or offered on a free, paid, enterprise, or private basis; (b) accessed as a stand-alone product or service, or embedded or integrated within another product, plug-in, browser extension, or feature; or (c) developed, owned, or operated by Unisys, Customer, or any third party.

1.4 "Authorized Users" means Customer's employees, contractors, and agents who are authorized to access or use the Code under the Agreement.

1.5 "Unisys AI Feature" has the meaning given in Section 3.1.

1.6 "Input" and "Output" have the meanings given in Section 3.2.

1.7 "DPA" has the meaning given in Section 4.1.

1.8 "Personal Data" has the meaning given in the DPA.

1.9 This Addendum supplements, and does not replace, the confidentiality, intellectual property, and use restrictions in the Agreement. To the extent of any conflict between this Addendum and the Agreement regarding the subject matter of this Addendum, this Addendum controls.

2. Restrictions on Use of Code; Artificial Intelligence

2.1 *No Reverse Engineering.* Customer shall not, and shall not permit any Authorized User or third party to, directly or indirectly, reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive or gain access to the source code, algorithms, architecture, or other underlying elements of the Code, whether by manual means, automated means, or through the use of any AI Tool.

2.2 *No Submission to AI Tools.* Except with Unisys's prior written consent, Customer shall not, and shall not permit any Authorized User or third party to, input, upload, transmit, or otherwise make available any Code to any AI Tool.

2.3 *No Use to Train Competing Technology.* Customer shall not, and shall not permit any Authorized User or third party to, use the Code, any AI Tool, or any output of an AI Tool derived from the Code to develop, train, or improve any product, service, or technology that is similar to or competitive with the Code or any Unisys product or service.

2.4 *Flow-Down.* Customer is responsible for compliance with this Section 2 by its Authorized Users and any other person to whom Customer has provided access to the Code, and any violation by any of them is deemed a violation by Customer.

3. Unisys AI Features

3.1 *Unisys AI Feature.* Unisys may develop, embed, integrate, or otherwise make available as part of the Code 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 Customer.

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

3.3 *No Warranty; Review Obligation.* Unisys makes no representation or warranty regarding the accuracy, completeness, reliability, legality, or non-infringement of any Output, and any warranty disclaimers in the Agreement apply equally to Output. Customer is solely responsible for reviewing and validating Output before relying on or using it.

3.4 *Data Use; Improvement.* Customer grants Unisys a non-exclusive, worldwide, royalty-free license to use Input and Output to (a) provide, maintain, and support the Unisys AI Feature, and (b) develop, train, and improve Unisys's AI and machine learning technologies, including the Unisys AI Feature, whether for Customer's benefit or generally. This Section 3.4 does not expand Unisys's rights with respect to Personal Data, which continues to be governed by Section 4 (Data Protection).

3.5 *High-Risk Use; Regulatory Compliance.* Customer is solely responsible for its and its Authorized Users' compliance with all laws and regulations applicable to its use of a Unisys AI Feature, including laws governing artificial intelligence and automated decision-making, and shall not rely on Output as the sole basis for any decision or action where malfunction or error could reasonably be expected to result in personal injury, death, or damage to tangible property or the environment. Where the EU Artificial Intelligence Act (Regulation (EU) 2024/1689) applies to Customer's use of a Unisys AI Feature, Customer is the "deployer" of that Unisys AI Feature and is solely responsible for the obligations that status entails.

3.6 *Third-Party AI Technology.* A Unisys AI Feature may incorporate or rely on AI Tools or technology provided by a third party. 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 the Agreement or this Addendum.

4. Data Protection

4.1 To the extent Unisys processes Personal Data in connection with the Agreement, such processing is governed by the Unisys Data Privacy Addendum published at https://www.unisys.com/client-contract-terms/ (the "DPA"), which is incorporated into the Agreement by this reference and applies whether or not the Agreement otherwise addresses the processing of Personal Data. To the extent of any conflict between the DPA and the Agreement regarding the processing of Personal Data, the DPA controls.

4.2 Unisys acts as a processor or sub-processor of Personal Data under the Agreement, and not as a controller. Customer is responsible for its own compliance, as controller, with applicable data protection and privacy laws, including obtaining any consents or authorizations necessary for Unisys to process Personal Data as contemplated by the Agreement, the DPA, and this Addendum.

4.3 This Section 4 does not limit any data protection or privacy terms already in the Agreement that are more protective of Personal Data than the DPA; in the event of such a conflict, the more protective terms control.

5. No Commercialization

Customer shall not, at any time (including after termination or expiration of the Agreement), sell, lease, license, sublicense, distribute, host or make available as a service, or otherwise commercialize or monetize the Code, or any portion, copy, or derivative of it, whether alone or in combination with any other product or service, and whether or not modified. This Section 5 survives indefinitely and is not subject to any time limitation.

6. Cessation of Use; Effect of Termination or Breach

6.1 Customer shall immediately cease all use of the Code and all Unisys products incorporating the Code upon the earliest of: (a) expiration or termination of the Agreement for any reason; (b) Unisys's written notice that Customer has breached Section 2 or Section 5 of this Addendum — a breach of Section 2 or Section 5 is a material breach of the Agreement for which Unisys may immediately suspend or terminate Customer's rights to the Code, notwithstanding any cure period that would otherwise apply to a material breach of the Agreement, and without prejudice to Unisys's other rights and remedies; or (c) any date otherwise specified by Unisys in writing.

6.2 Nothing in this Section 6 requires Customer to cease use of Code that Customer independently has the right to continue using under a separate, then-current license or agreement with Unisys.

7. Deletion; Certification; Verification

7.1 *Deletion.* Within thirty (30) days after cessation of use under Section 6 (or such other period as Unisys specifies in writing), Customer shall permanently delete and destroy all copies of the Code in its possession, custody, or control, including copies on backup, archival, and disaster-recovery media, except to the extent any such copy is required to be retained by applicable law or regulation, in which case Customer shall (a) notify Unisys of the specific legal or regulatory requirement, (b) continue to treat the retained copy as Unisys's confidential and proprietary information, (c) not use the retained copy for any purpose other than the specific legal or regulatory requirement necessitating its retention, and (d) delete the retained copy promptly once that requirement no longer applies.

7.2 *Certificate of Deletion.* Promptly following completion of the deletion required by Section 7.1, and in any event within the period specified in Section 7.1, Customer shall deliver to Unisys a certificate, signed by an officer of Customer, (a) confirming that all copies of the Code have been deleted and destroyed in accordance with Section 7.1, (b) identifying the systems, media, and locations from which the Code was deleted, and (c) identifying any copies retained under the proviso to Section 7.1 and the legal or regulatory basis for retention (a "Certificate of Deletion").

7.3 *Third-Party Verification.* Unisys may, on reasonable prior written notice and no more than once in any twelve (12)-month period (or, if Unisys reasonably believes Customer has not complied with Section 7.1, as often as reasonably necessary), engage an independent third party, reasonably acceptable to Customer, to verify Customer's compliance with Section 7.1. Customer shall provide the third party with reasonable access and cooperation to complete that verification. Any such third party shall (a) be bound by confidentiality obligations no less protective of Customer's systems and data than those in the Agreement, (b) limit its review to confirming the deletion required by Section 7.1, and (c) provide its findings only to Unisys and Customer. Unisys bears the cost of any verification under this Section 7.3, except that Customer bears the reasonable cost of a verification that identifies Customer's material non-compliance with Section 7.1.

8. Remedies

Customer acknowledges that a breach of Section 2, 5, 6, or 7 may cause Unisys irreparable harm for which damages alone are an inadequate remedy, and that Unisys is entitled to seek injunctive and other equitable relief, without the necessity of posting bond, in addition to any other remedies available under the Agreement or applicable law.

9. Survival

Sections 2, 3, and 5 survive for as long as Customer, any Authorized User, or Unisys (as applicable) possesses or has access to any Code, Unisys AI Feature, or Output, and Sections 4, 6, 7, 8, and this Section 9 survive indefinitely following termination or expiration of the Agreement.

10. General

10.1 This Addendum is governed by, and disputes arising under it will be resolved in accordance with, the governing law and dispute resolution provisions of the Agreement.

10.2 This Addendum may be executed in counterparts.

10.3 Except as expressly amended by this Addendum, the Agreement remains in full force and effect, and all other terms and conditions of the Agreement remain unaltered.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

For and on behalf of Unisys:	For and on behalf of Customer:
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____