

END USER LICENCE AGREEMENT

Master terms governing use of AI Uniti products and services

What changed in v2.1

Section 9 (Fees and payment) is aligned with the Billing and Subscription Terms v2.0 and the Enterprise Order Form v2.0. Fees are now stated in United States Dollars, billing frequency follows the Order Form, and the late payment rate is 1.5% per month or the maximum permitted by law, replacing the Reserve Bank of Australia cash rate plus 4%. Section 18 (Entire agreement) now lists the Billing and Subscription Terms and the Cancellation Policy, which were previously omitted despite being incorporated by the Order Form. Section 6 and all other sections are unchanged from v2.0.

Document	End User Licence Agreement (EULA)
Version	v2.1 (Final)
Effective date	27 August 2026
Supersedes	v2.0 dated 23 May 2026, and all prior versions
Key change vs v2.0	Section 9 currency, billing and late payment aligned to USD and 1.5% per month. Section 18 entire agreement corrected.
Incorporates by reference	AUP, Privacy Policy, DPA, Subprocessor Disclosure, Information Security Policy, Billing and Subscription Terms, Cancellation Policy

Section 6 remains as rewritten in v2.0: 6.1 Scope; 6.2 Model-training restrictions; 6.3 Cross-tenant restrictions; 6.4 Permitted improvements; 6.5 Customer ring-fences; 6.6 Source Platform terms. If any of these headings are missing from the copy you are reading, you do not have a current version.

1. Parties and acceptance

This End User Licence Agreement (EULA) is entered into between AI Uniti Pty Ltd (ACN 694 238 821), a company incorporated in Australia (AI Uniti, we, us, our), and the customer identified in the applicable Order Form (Customer, you, your). By executing an Order Form, by accessing or using any AI Uniti product, or by clicking to accept, you agree to be bound by this EULA.

2. Definitions

- AUP means the AI Uniti Acceptable Use Policy (current version).
- Billing Terms means the AI Uniti Billing and Subscription Terms (current version).
- Cancellation Policy means the AI Uniti Cancellation Policy (current version).
- Customer Data means all data, including Personal Data, that the Customer or its authorised users submit to or generate through the Services.
- DPA means the AI Uniti Data Processing Agreement (current version).
- Documentation means the product documentation made available by AI Uniti.
- Order Form means a written ordering document executed by the parties.
- Output means analytical results, alerts, reports and other content generated by the Services in response to Customer instructions.
- Personal Data has the meaning given in the DPA.
- Platform-Sourced Data means data obtained from any third-party online platform processed by the Services, including data the Customer instructs AI Uniti to retrieve and data that AI Uniti retrieves on the Customer's behalf under AI Uniti's licensed access to such platforms.
- Scan means a single deepfake detection scan of a distinct piece of media, being one photograph, one video clip, one audio clip, or one text file.

- Services means the AI Uniti products specified in the Order Form, including Pulse Check, Signal, Unite, and related APIs.
- Source Platform means the third-party online platform from which Platform-Sourced Data originates.
- Subprocessor Disclosure means the AI Uniti Subprocessor Disclosure (current version).

3. Licence grant

Subject to the terms of this EULA and the Order Form, AI Uniti grants the Customer a non-exclusive, non-transferable, non-sublicensable, revocable licence during the term to access and use the Services for the Customer's internal business purposes.

4. Restrictions on use of the Services

The Customer will not, and will not permit any third party to:

- use the Services in violation of the AUP or any applicable law;
- reverse engineer, decompile or disassemble the Services, or attempt to derive the source code, models, or training data;
- resell, sublicense, lease or otherwise commercially exploit the Services to or for the benefit of any third party;
- use the Services to build a competing product or to benchmark against the Services for the purpose of building such a product;
- remove or alter any proprietary notice or branding on the Services;
- circumvent or attempt to circumvent any security or access control of the Services.

5. Customer Data

As between the parties, the Customer owns the Customer Data. The Customer grants AI Uniti a limited, non-exclusive licence to host, copy, transmit, process and display Customer Data solely as necessary to provide the Services to the Customer, to maintain and improve the Services in accordance with section 6.4, and to comply with law.

6. Platform-Sourced Data and AI Uniti's use of Customer Data

6.1 Scope of this section

This section 6 governs AI Uniti's use of Customer Data, including Platform-Sourced Data. It is the controlling provision in respect of model training and re-use of Customer Data.

6.2 Restrictions on use for model training

AI Uniti will not use Customer Data, or any data derived from Customer Data, to train, fine-tune, pre-train, post-train, or otherwise improve any foundation model, large language model, or other general-purpose artificial intelligence model, except where all of the following are satisfied:

- the data has been aggregated and de-identified such that it no longer constitutes Personal Data and cannot reasonably be re-identified;
- the data does not include or originate from Platform-Sourced Data subject to a Source Platform restriction on model training; and
- the use is permitted by the AUP, the DPA, and this EULA.

For the avoidance of doubt: where Customer Data is or includes Platform-Sourced Data, AI Uniti will not use that data to train, fine-tune, or improve any foundation model, large language model, or other general-purpose AI model except with the prior written approval of the Source Platform. This restriction applies regardless of aggregation or de-identification.

6.3 Restrictions on sharing across customer tenants

AI Uniti operates a shared intelligence layer that surfaces coordination patterns, narrative signatures, and other indicators of coordinated inauthentic behaviour. The following restrictions apply to that layer:

- Per-account scores, per-account derived data, and any other data attributable to an individual account on a Source Platform do not cross the originating customer's tenant boundary.
- Where signals derived from Platform-Sourced Data are surfaced in the shared intelligence layer, they are aggregated and de-identified before cross-tenant exposure. No Source Platform account identifier or username crosses the tenant boundary.
- Where a Source Platform's terms impose stricter requirements on data sharing or derived-data redistribution, AI Uniti applies those stricter requirements to all uses of that Source Platform's data, including in the shared intelligence layer.

6.4 Permitted improvements

Subject to sections 6.2 and 6.3, AI Uniti may use aggregated and de-identified information about Service usage (such as feature usage metrics, query volumes, and aggregate performance statistics) to operate, maintain, secure and improve the Services. Such use does not include training of foundation models on Customer Data or Platform-Sourced Data.

6.5 Customer ring-fences

Where the Customer is a government agency, defence organisation, law enforcement body, or intelligence service, the parties will execute a written ring-fence addendum to this EULA. The ring-fence addendum will, at a minimum:

- restrict the Customer's use of Platform-Sourced Data and derived outputs to the categories of use expressly permitted in the addendum;
- prohibit use for law enforcement targeting of Identifiable Individuals, criminal investigations of Identifiable Individuals, surveillance of named persons, or intelligence collection on Identifiable Individuals, except where expressly carved out for a specific, narrowly defined Source Platform and use case approved by AI Uniti;
- where the Source Platform's terms restrict such use, prohibit it absolutely;
- describe the technical controls applied to enforce the ring-fence, including the form in which data is delivered to the Customer (typically aggregate and de-identified indicators rather than per-account data).

6.6 Source Platform terms

Where Platform-Sourced Data is obtained under AI Uniti's licensed access to a Source Platform, the use of that data is also subject to the Source Platform's terms. To the extent of any conflict, the more restrictive of the Source Platform's terms and this EULA applies. The Customer agrees to comply with any Source Platform terms communicated by AI Uniti and to cooperate with reasonable requests by AI Uniti to demonstrate such compliance.

7. Intellectual property

Subject to the licences granted in this EULA, AI Uniti owns and retains all right, title and interest in and to the Services, the Documentation, AI Uniti's models, software, and all related intellectual property. The Customer owns the Customer Data and any Output generated for the Customer's exclusive use, subject to AI Uniti's underlying intellectual property in the Services.

8. Confidentiality

Each party will protect the other party's Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, and in any event with no less than reasonable care. Confidential Information may be disclosed only to personnel and advisers who need to know it and who are bound by confidentiality obligations. Confidential Information does not include information that is or becomes publicly available without breach of this clause, is independently developed, or is rightfully received from a third party without confidentiality obligations.

9. Fees and payment

Amended in v2.1. Fees are set out in the Order Form.

- **Currency.** Unless otherwise specified in the Order Form, all Fees are stated and payable in United States Dollars (USD).
- **Billing frequency.** Fees are invoiced in advance, monthly or annually, as specified in the Order Form.
- **Payment terms.** Invoices are due within thirty (30) days of the invoice date.

- Late payment. Overdue amounts accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, calculated from the due date until payment is made.
- Taxes. Fees exclude GST, VAT, sales tax and any other applicable taxes, duties or levies, which the Customer will pay in addition.
- Usage entitlements. Where the Order Form specifies a usage entitlement, including Scans, the entitlement, its treatment on exhaustion, and any additional block rates are governed by the Order Form and the Billing Terms.

Where this section conflicts with the Billing Terms, the Billing Terms prevail on billing and cancellation mechanics, and the Order Form prevails on commercial terms, in accordance with section 18.

10. Warranties and disclaimers

AI Uniti warrants that the Services will, during the term, perform substantially in accordance with the Documentation. AI Uniti's exclusive remedies for breach of this warranty are, at AI Uniti's option, to repair or replace the non-conforming Services, or to refund the fees paid for the period of non-conformity.

Except as expressly set out in this EULA, the Services are provided 'as is' and 'as available'. To the maximum extent permitted by law, AI Uniti disclaims all other warranties, whether express, implied or statutory, including warranties of merchantability, fitness for a particular purpose, and non-infringement. AI Uniti does not warrant that the Services will be error-free, uninterrupted, or that any particular result will be achieved.

Nothing in this EULA excludes, restricts or modifies a consumer guarantee under the Australian Consumer Law that cannot lawfully be excluded.

11. Indemnification

AI Uniti will defend the Customer against any third-party claim alleging that the Customer's authorised use of the Services in accordance with this EULA infringes that third party's intellectual property rights, and will pay damages finally awarded or amounts agreed in settlement by AI Uniti.

The Customer will defend AI Uniti against any third-party claim arising from the Customer's breach of the AUP, the Customer's violation of a Source Platform's terms, or the Customer's misuse of the Services or the Output.

12. Limitation of liability

Subject to applicable law and to the carve-outs below, each party's total aggregate liability under this EULA in any 12-month period is limited to the fees paid or payable by the Customer to AI Uniti in that period. Neither party is liable for indirect, incidental, special, consequential or punitive damages, or for loss of profits, revenue or data, even if advised of the possibility.

The limits in this section do not apply to: (a) the Customer's payment obligations; (b) breach of the confidentiality obligations in section 8; (c) the indemnification obligations in section 11; (d) either party's liability for fraud, wilful misconduct or gross negligence; or (e) any liability that cannot be limited by law.

13. Term and termination

This EULA commences on the effective date of the first Order Form and continues until all Order Forms have expired or been terminated. Either party may terminate this EULA or any Order Form for cause if the other party materially breaches and fails to cure within 30 days of written notice, or immediately if the breach cannot be cured.

Non-renewal of an Order Form requires ninety (90) days written notice in accordance with the Cancellation Policy.

14. Effect of termination

On termination of any Order Form:

- the Customer's licence to the affected Services ends;
- the Customer must pay all fees accrued up to termination;
- AI Uniti will delete or return Customer Personal Data in accordance with section 16 of the DPA, within 30 days;

- sections that by their nature should survive, including intellectual property, confidentiality, fees accrued, warranties, indemnification, limitation of liability and governing law, survive termination.

15. Compliance with laws and trade controls

Each party will comply with all applicable laws in connection with this EULA, including export control, sanctions, anti-bribery and modern slavery laws. The Customer warrants that it is not located in, and will not provide access to the Services to any person located in, a country or to a person subject to comprehensive sanctions administered by Australia, the United States, the United Kingdom, the European Union, or the United Nations.

16. Changes to this EULA

AI Uniti may update this EULA from time to time. Material changes will take effect on renewal of the affected Order Form, or, where AI Uniti reasonably determines that the change is required to comply with law or with a Source Platform's terms, on 30 days' written notice.

17. Governing law and dispute resolution

This EULA is governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales. Before commencing court proceedings, the parties will attempt in good faith to resolve any dispute through senior-executive negotiation for at least 30 days.

18. General

- **Entire agreement (amended in v2.1):** this EULA, together with the Order Form, the AUP, the DPA, the Privacy Policy, the Subprocessor Disclosure, the Information Security Policy, the Billing and Subscription Terms and the Cancellation Policy, is the entire agreement between the parties.
- **Order of precedence:** in the event of conflict, the Order Form prevails over this EULA in respect of commercial terms; the Billing Terms and the Cancellation Policy prevail over this EULA in respect of billing and cancellation mechanics; the DPA prevails over this EULA in respect of the processing of Personal Data; otherwise, this EULA prevails.
- **Assignment:** neither party may assign this EULA without the other's consent, except in connection with a merger, acquisition, or sale of all or substantially all of its assets.
- **Notices:** written notices must be sent to the contact addresses specified in the Order Form.
- **Severability:** if any provision is held to be unenforceable, the remainder continues in force.
- **No waiver:** failure to enforce any provision is not a waiver of future enforcement.
- **Force majeure:** neither party is liable for failure to perform due to events beyond its reasonable control.

Version history

Version	Date	Summary
v2.1	27 August 2026	Section 9 aligned to USD, Order Form billing frequency and 1.5% per month late payment. Section 18 entire agreement and precedence corrected to include the Billing Terms and Cancellation Policy. Scan defined in section 2.
v2.0	23 May 2026	Section 6 rewritten end to end: platform-sourced data carve-out and customer-data use restrictions. Superseded.
v1.x	Prior	Superseded.

End of End User Licence Agreement v2.1. Effective 27 August 2026.