



End User License Agreement

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End User License Agreement

Welcome to the Unified Systems Intelligence (USI) Portal.

By clicking the “I Accept” button or checkbox presented on the USI Portal, or by continuing to use the USI Portal and its services, you (“End User”) agree to be bound by the terms of this End User License Agreement (“Agreement”). If you do not agree, you must not use the portal.

If you are accepting this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity and its affiliates to this Agreement. If you do not have such authority, or if you do not agree with these terms, you must not accept this Agreement or use the USI Portal.

Recitals and Background

This End User License Agreement (“Agreement”) governs your access to and use of the Unified Systems Intelligence (USI) Portal and associated services. USI operates as an enterprise AI platform, providing integrated business applications and services designed to streamline organizational operations, including but not limited to CRM, CMS, ATS, LMS, HRM, PM, and electronic document signing, through its proprietary AI-driven ecosystem.

The purpose of this Agreement is to establish the terms and conditions under which USI will provide its services to you as an End User, and to define the rights and responsibilities of all parties in connection with the use of the USI Portal. This Agreement applies to all access to and use of USI services, including any optional modules, features, or third-party integrations, and ensures compliance with applicable laws and industry standards.

All acceptance, access, notices, and communications under this Agreement are conducted electronically via the USI Portal and/or the email address associated with your portal account. This Agreement provides a clear framework for your ongoing relationship with USI as an online portal user.

Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below. Defined terms apply throughout this Agreement and any incorporated attachments or referenced documents.

1. “Portal” means the Unified Systems Intelligence (USI) online system, including all web pages, mobile applications, APIs, and digital interfaces, through which USI Services are provided to End Users.

2. “Clickwrap Acceptance” means acceptance of this Agreement by clicking an “I Accept” button or checkbox presented on the Portal, or by continuing to use the Portal after being presented with this Agreement.

3. “End User” means any individual or entity accessing the Portal, including administrative users, workers, visitors, and agents authorized by a subscribing customer.

4. “Applicable Data Protection Laws” means all international, federal, state, provincial, and local laws, regulations, and government requirements governing the processing, protection, and transfer of Personal Data, including but not limited to the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), and any other relevant privacy or data protection statutes, as amended from time to time.

5. “Sensitive Data” means Personal Data relating to an individual’s physical or mental health, racial or ethnic origin, sexual orientation, trade union membership, genetic or biometric data used for identification, religious or philosophical beliefs, political opinions, or criminal history, as well as any other categories of data designated as sensitive under Applicable Data Protection Laws.

6. “Customer Content” means all data, information, text, software, graphics, messages, tags, training materials, or other materials uploaded, submitted, or transmitted by Customer or its Authorized Users in connection with the use of USI Services, including both General Access Data and Limited Access Data as defined herein.

7. “Customer Confidential Information” means proprietary, non-public information of the Customer, including business and marketing plans, technical information, product plans, business processes, and any other information disclosed to USI in connection with the provision of USI Services, except for information that (i) becomes public without breach of this Agreement, (ii) was known to USI prior to disclosure, or (iii) is lawfully received from a third party without breach of any obligation.

8. “USI Confidential Information” means any and all information that Customer receives or has access to regarding any other Supplier or Client, and any other information disclosed by USI or revealed through USI’s provision of the USI Services, including but not limited to business and marketing plans, technical information, product designs, and business processes, except for information that (i) becomes public without breach of this Agreement, (ii) was known to Customer prior to disclosure, or (iii) is lawfully received from a third party without breach of any obligation.

9. “Personal Data” means any information that identifies or relates to an identifiable individual, either directly or indirectly, or is defined as personal data or personal information under Applicable Data Protection Laws.

7. “Authorized Users” means administrative users, Workers, Visitors, and agents who are authorized by the Customer to access USI Services or the Portal under the rights granted to Customer.

8. “General Access Data” means a Supplier’s account information, name, service description, operating locations, main point of contact details, and the Supplier’s logos, trademarks, and service marks, as managed and accessed electronically via the Portal.

9. “Limited Access Data” means a Supplier’s data contained in prequalification forms, specific insurance details, safety statistics, audit data, and Worker-related data when using USI’s worker product(s), all of which are submitted, stored, and accessed through the Portal.

10. “Site” means the USI Portal, including all web pages, mobile applications, APIs, and other digital interfaces through which USI Services are made available to Customers and Authorized Users electronically.

11. “Portal” means the Unified Systems Intelligence (USI) online system, including all web pages, mobile applications, APIs, and digital interfaces, through which USI Services are provided to End Users.

12. “Clickwrap Acceptance” means acceptance of this Agreement by clicking an “I Accept” button or checkbox presented on the Portal, or by continuing to use the Portal after being presented with this Agreement.

13. “End User” means any individual or entity accessing the Portal, including administrative users, workers, visitors, and agents authorized by a subscribing customer.

14. “USI Services” means the services provided by USI, including access to the Portal, supply chain risk management tools, compliance information, and any optional modules, features, or third-party integrations offered under this Agreement.

15. “Audit” means USI’s systematic review of a Supplier’s practices and procedures to ensure compliance with applicable regulatory standards, industry best practices, or other criteria or guidelines requested by Clients, as further described in this Agreement.

16. “Client” means a company or other legal entity that engages or qualifies one or more Suppliers and is a member of the USI Network.

17. “Supplier” means a company or legal entity that offers or seeks to provide contractor services to one or more Clients and has become a member of the USI Network.

15. “Worker” means an individual service provider employed by the Customer.

16. “Visitor” means an individual authorized by the Customer to visit a worksite but who is not employed by the Customer as a Worker.

17. “Prime Contractor or Main Company” means a Supplier that sends a connection request to another Vendor to engage their services as a subcontractor. These are company accounts that request aggregate data from Vendor accounts to identify and validate information for job site or other related access or business operations. Main Company’s opt-

in to connections with Vendor Accounts and store copies of aggregate data that the Vendor opts to share.

18. “Subcontractor or Vendor” means a Supplier who accepts a connection request from a Prime Contractor and agrees to provide subcontractor services. These accounts are unique vendor accounts. Vendors own their own data in their own accounts and provide, through opt-in, aggregate data to companies looking to validate existing requirements. Any sharing of data is an opt-in process. Vendors may request their data to be purged from Unify’s systems specific to the vendors account. If aggregate information is shared to Main Company accounts, those main company accounts are being provided a copy of the data for their record keeping purposes and Vendor’s opt-in to sharing a copy of that information – which persists even after a deletion of the vendor profile in Unify’s system to meet compliance requirements for Main Company account operations.

19. “Compliance Information” means information provided by USI to Customer when implementing and providing USI Services, including details about regulations, regulatory interpretations, compliance requirements, insurance, qualifications, certifications, and licenses for personnel.

20. “Usage Data” means usage and operational data collected by USI for research, analysis, and service improvement purposes, which may be anonymized and aggregated in accordance with applicable laws.

All other capitalized terms not defined herein shall have the meanings ascribed to them elsewhere in this Agreement or in referenced attachments, which are accessible electronically via the Portal.

Scope of Services

USI provides End Users with access to its enterprise AI platform and associated services (“USI Services”) exclusively through the USI Portal, which includes web pages, mobile applications, APIs, and other digital interfaces. All optional modules, features, and third-party integrations are managed and accessed via the Portal. The USI Services are designed to streamline business operations by integrating multiple business applications, including but not limited to Customer Relationship Management (CRM), Contractor Management System (CMS), Applicant Tracking System (ATS), Learning Management System (LMS), Human Resources Management (HRM), Project Management (PM), and electronic document signing.

1. Service Offerings and Subscription Plans

USI Services are provided on a subscription basis, with various plans and features available to meet the needs of different End Users. Subscription plans, modules, and add-on features are managed and accessed online through the Portal, each with distinct pricing, usage limits, and service levels. The specific features and limitations of each subscription plan are described in the applicable product-specific terms, which are incorporated by reference

into this Agreement and accessible via the Portal. USI will provide End Users with electronic notice of any material changes to product-specific terms at least thirty (30) days in advance of such changes taking effect, delivered via the Portal interface and/or to the registered email address associated with the Portal account. In the event of a conflict between this Agreement and any product-specific terms, the product-specific terms shall control solely with respect to the applicable product or feature.

USI reserves the right to automatically apply software updates, enhancements, and security patches to the USI Services, Portal, and any related software at any time, without prior notice or consent from the End User. Such updates and patches may be necessary to maintain the security, functionality, or compliance of the services and will not require any action or approval from the End User. By accepting this Agreement or continuing to use the USI Services, you acknowledge and agree to the automatic application of such updates and patches.

2. Audit and Compliance Processes

As part of the USI Services, USI may conduct Audits of Suppliers to assess compliance with regulatory standards, industry best practices, or other criteria established by Clients. Audits are conducted objectively and are intended solely to gather required documentation for Client review. The scope, methodology, and criteria for Audits will be communicated electronically to End Users via the Portal, and End Users will have the opportunity to review and respond to Audit findings through Portal features or electronic requests. If an End User disputes any Audit result, USI will provide a process for review and correction, including a reasonable opportunity for the End User to submit additional information or clarification through the Portal.

3. Rules, Inactive Status, and Procedural Safeguards

Clients may establish specific rules for compliance, competency, and worksite attendance applicable to Authorized Users. End Users are responsible for ensuring that their Authorized Users are familiar with and comply with such rules. Failure to comply may result in the user being marked as “inactive” for certain worksites, which may restrict access until the issue is resolved. USI will provide electronic notice to the End User of any change in user status via the Portal and/or registered email, and will offer a process for the End User to appeal or cure the non-compliance within a reasonable period, managed through Portal support or account settings. Criteria for marking users as inactive and the process for reinstatement are accessible to End Users through Portal support channels or account management features.

4. Modifications to Services

USI reserves the right to make changes to the USI Services, including updates, enhancements, or discontinuation of features, in order to improve the user experience or comply with legal or regulatory requirements. USI will provide End Users with at least thirty (30) days’ advance electronic notice of any material modifications to the USI Services or this

Agreement, delivered via the portal interface and/or to the registered email address associated with your portal account. If you do not accept a material modification, you may submit an electronic notice of rejection through the portal account settings or designated portal support channel within the notice period. In such case, the parties will work in good faith to resolve the issue electronically; if resolution is not achieved, you may terminate the affected services through the portal without penalty, and USI will refund any prepaid fees for the unused portion of the subscription term.

5. Optional Modules, Features, and Third-Party Integrations

You may elect to subscribe to optional modules, features, or third-party integrations offered by USI through the portal interface. Such modules and integrations may be subject to additional terms and conditions, which will be presented to you electronically via the portal prior to activation. USI will not materially reduce the functionality of any core service during the subscription term without your electronic consent, except as required by law or to address security or compliance risks. You are responsible for reviewing and accepting any additional terms applicable to optional modules or third-party integrations through the portal.

6. Limitations of Use

Your use of the USI Services is subject to the terms and conditions of this Agreement, including all applicable use restrictions, license limitations, and compliance obligations. You may only use the USI Services for your own legitimate internal business purposes and in accordance with the scope of your subscription as managed through the portal. Any use of the USI Services beyond the scope expressly permitted in this Agreement or the applicable product-specific terms is prohibited and may result in suspension or termination of access, with notice provided electronically via the portal.

USI may fulfill its obligations under this Agreement through subcontractors, provided that USI remains responsible for the acts and omissions of such subcontractors. USI will make reasonable efforts to ensure continuity of service and will notify you electronically via the portal of any material changes affecting the delivery of USI Services.

License Grant and Use Restrictions

USI hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the USI Services via the online portal, solely for your legitimate internal business purposes and in accordance with the terms and conditions of this Agreement and your applicable subscription plan. This license is granted only to you and your Authorized Users, as defined herein, and does not convey any ownership rights in the USI Services, the Portal, or any underlying software, technology, or intellectual property. All acceptance, management, and access to USI Services are performed electronically through the portal interface.

1. Scope of Authorized Use

- **Permitted Use:** You and your Authorized Users may access and use the USI Services only through the portal and solely for the purposes expressly permitted under this Agreement and the applicable product-specific terms. Use of the USI Services is restricted to your internal operations and may not be extended to any third party except as expressly authorized electronically by USI through the portal.
- **Authorized Users:** Only individuals designated by you as Authorized Users and provided with valid portal credentials may access the USI Services. You are responsible for ensuring that all Authorized Users comply with this Agreement and for all actions taken under your portal account.
- **Geographic Restrictions:** Access to the USI Services from outside the designated country or jurisdiction is prohibited unless expressly permitted by USI through electronic authorization via the portal.

2. Restrictions and Prohibited Activities

You shall not, and shall ensure that your Authorized Users do not:

- (a) Copy, print (except for archival purposes), republish, display, distribute, transmit, sell, rent, lease, loan, modify, decompile, reverse-engineer, disassemble, or make any part of the USI Services or its Content available in any form, except as expressly permitted by this Agreement and managed electronically through the portal.
- (b) Use the USI Services or its Content to develop, market, or offer any product or service that is competitive with the USI Services, or for benchmarking, analyzing, or evaluating the USI Services for competitive purposes.
- (c) Create derivative works of any Content from USI Services or of the USI Services themselves.
- (d) Use Content in any manner that infringes USI's or any third party's intellectual property rights.
- (e) Remove, obscure, or alter any copyright, trademark, or proprietary notices in the USI Services, the Portal, or related electronic materials.
- (f) Make any part of the USI Services or Portal available through timesharing systems, service bureaus, or external internet platforms, except as expressly authorized electronically by USI.
- (g) Use any data mining, robots, scraping, or data extraction methods in connection with the USI Services or Portal.
- (h) Use the USI Services or Portal for transmitting unsolicited electronic communications, including but not limited to bulk messages, spam, or other unauthorized outreach.
- (i) Use the USI Services or Portal in violation of any applicable law or regulation, including but not limited to export control laws and economic sanctions.

- (j) Export, re-export, or use the USI Services, Portal, or any related software in violation of export control laws, sanctions regulations, or any applicable international trade laws and regulations.
- (k) Attempt unauthorized access to the USI Services or Portal, defeat any encryption or security measures, or use network monitoring software to determine the architecture of the USI Services or Portal.
- (l) Upload, post, transmit, or make available via the Portal any Content that is false, misleading, unlawful, harmful, threatening, abusive, harassing, defamatory, discriminatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable.
- (m) Impersonate any person or entity, or misrepresent affiliation with any person or entity while using the USI Services or Portal.
- (n) Upload, post, transmit, or make available via the Portal any Content that infringes on any intellectual property rights, contains unsolicited or unauthorized advertising, or contains software viruses or harmful code.
- (o) Interfere with or disrupt the USI Services or networks connected to the USI Services.
- (p) Use the USI Services to provide material support to any organization designated by the U.S. government as a foreign terrorist organization.
- (q) Collect or store Personal Data about other users for any prohibited conduct listed above.

All rights not expressly granted to you under this Agreement are reserved by USI.

3. Intellectual Property Rights

You acknowledge and agree that USI (and its licensors, where applicable) retains all rights, title, and interest, including all intellectual property rights, in and to the USI Services, the Portal, all Content provided by USI, and any models, methods, algorithms, inventions, modifications, enhancements, extensions, materials, or other work product conceived, developed, or prepared in connection with the USI Services. No rights are granted to you except as expressly set forth in this Agreement.

4. Consequences of Misuse

Any use of the USI Services beyond the scope expressly permitted by this Agreement, or any violation of the restrictions set forth above, shall constitute a material breach of this Agreement and may result in immediate suspension or termination of your access to the USI Services, in addition to any other remedies available to USI at law or in equity. USI will provide notice of any suspension or termination electronically via the Portal interface and/or to the registered email address associated with your account, and, where feasible, an opportunity to cure the breach within a reasonable period, except in cases of willful misconduct or violation of law.

You shall promptly notify USI of any unauthorized use of login credentials or any other breach of security related to the USI Services via the Portal's support channels or designated contact email. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.

Customer Content and Data Rights

1. Ownership of Customer Content

As between USI and you, you retain all rights, title, and interest in and to Customer Content, including all data, information, and materials uploaded, submitted, or transmitted by you or your Authorized Users via the USI Portal in connection with your use of USI Services. USI does not claim ownership of Customer Content, except for the limited rights expressly granted herein.

2. License Grant to USI

By clicking to accept this Agreement or by continuing to use the USI Portal, you grant to USI a non-exclusive, transferable, fully-paid, worldwide, irrevocable license to use, modify, copy, reproduce, transmit, sub-license, publish, display, and distribute Customer Content solely as necessary to: - Provide, operate, and improve the USI Services; - Develop new technologies, features, and services for USI; - Operate and manage award programs, rankings, and related marketing activities; - Fulfill USI's obligations under this Agreement; - Comply with applicable laws and regulations.

This license does not permit USI to sell Customer Content to third parties or use Customer Content for purposes not expressly authorized by this Agreement.

3. Data Processing and Usage Data

You may manage, review, and retrieve your Customer Content at any time through your portal account settings and features. Requests for correction, deletion, or export of Customer Content or Personal Data must be submitted electronically via the portal interface or through designated portal support channels. Upon termination of your account, USI will provide you with access to your Customer Content via the portal for a defined period of thirty (30) days to allow for data retrieval. After this period, USI may delete your Customer Content unless retention is required by law or you have submitted an electronic request for continued access or return of information prior to disposal.

USI may collect, process, and analyze usage and operational data ("Usage Data") generated through your use of the USI Services for research, analytics, and service improvement purposes. Usage Data may be aggregated and anonymized in accordance with applicable laws, ensuring that such data does not identify you or disclose any confidential information. All communications and actions regarding your data are conducted electronically through the portal or designated support channels.

USI may collect, process, and analyze usage and operational data (“Usage Data”) generated through your use of the USI Services for research, analytics, and service improvement purposes. USI may aggregate and anonymize Usage Data in accordance with applicable laws, ensuring that such data does not identify you or disclose any confidential information. Anonymization standards will be consistent with industry best practices and applicable data protection laws.

USI will not sell Personal Data to any third party. Personal Data will be used only for internal purposes, service improvement, and to comply with legal obligations, and will not be shared with third parties except as necessary to provide the USI Services or as required by law.

4. Review, Correction, and Dispute of Data

You are responsible for reviewing and verifying the accuracy of Audits and other data processed by USI, as made available to you through the Portal. If you identify any errors, omissions, or disputes in Audit findings or Customer Content, you may submit a request for review and correction electronically via the Portal interface or through designated portal support channels. USI will provide a reasonable electronic process for you to dispute and correct such data, including an opportunity to submit supporting documentation or clarification through the Portal. USI will make reasonable efforts to address and resolve any data disputes in good faith and within a commercially reasonable timeframe, with all communications and updates delivered electronically.

5. Data Retention, Deletion, and Post-Termination Access

Upon termination of your account or this Agreement for any reason, your right to access and use USI Services will immediately cease. USI will provide you with access to your Customer Content for a defined period of thirty (30) days following termination (“Post-Termination Access Period”) via your portal account settings to allow for data retrieval. After the Post-Termination Access Period, USI may delete your Customer Content unless retention is required by law or you have submitted an electronic request for continued access or return of information prior to disposal. Notifications regarding data access, deletion, or retention will be delivered electronically via the Portal and/or to your registered email address.

USI is not responsible for record retention following termination unless you request the return of information before disposal through the Portal or designated support channels. You are responsible for ensuring that all necessary data is retrieved within the Post-Termination Access Period.

6. Sensitive Data and Consent Obligations

You shall not upload or submit Sensitive Data about any individual without first obtaining that individual’s prior written consent, as required under Applicable Data Protection Laws. You are solely responsible for ensuring that all necessary consents and notices have been obtained for the lawful transfer and processing of Personal Data and Sensitive Data to USI.

7. Data Access, Correction, and Deletion Requests

You and your Authorized Users may access, correct, or update Personal Data or Customer Content by submitting requests electronically through the portal account settings or via designated portal support channels (such as the support form or contact email provided in the Privacy Policy). USI will respond to such requests in accordance with applicable laws and the procedures set forth in this Agreement and referenced policies.

8. Third-Party Access and Data Sharing

Customer Content may be shared with Clients, Prime Contractors, USI's affiliates, and service providers as necessary to provide the USI Services. Access to Limited Access Data is restricted to Clients connected to your portal account or, where applicable, to Prime Contractors and Subcontractors in accordance with your instructions. Other Suppliers will not have access to Limited Access Data unless you are acting as a subcontractor.

You may review, manage, and control your Client List, including adding or removing Clients and managing access to data, directly through the portal account settings.

9. Compliance with Data Protection Laws

USI will process Customer Content, Personal Data, and Sensitive Data in accordance with Applicable Data Protection Laws, the USI Privacy Policy, and any applicable Data Processing Notice. You are responsible for ensuring that your use of the USI Services and submission of Customer Content complies with all relevant data protection and privacy requirements.

Proprietary Rights and Feedback

1. Ownership of Intellectual Property

USI (and its licensors, where applicable) retains and reserves all rights, title, and interest, including all intellectual property rights, in and to the USI Services, the Portal, all Content provided by USI, and any models, methods, algorithms, inventions, modifications, enhancements, extensions, materials, or other work product conceived, developed, or prepared in connection with the USI Services, whether or not based on suggestions or input from you or your Authorized Users. No rights or licenses are granted to you except as expressly set forth in this Agreement, and nothing herein shall be construed as transferring any ownership rights to you.

All trademarks, logos, and service marks displayed through the USI Services or Portal are the property of USI, its affiliates, licensors, or other third parties. You may not use, copy, or display any such marks without the prior written consent of USI or the applicable owner.

2. Feedback and Improvements

If you or any Authorized User provide USI with any comments, suggestions, ideas, or other feedback regarding the USI Services, the Portal, or any related technology or processes (“Feedback”), whether submitted electronically via the Portal interface, through designated support channels, or by any other electronic means, the following terms apply:

- By submitting Feedback electronically, you irrevocably assign, and shall cause your Authorized Users to irrevocably assign, to USI all rights, title, and interest in and to such Feedback, including any intellectual property rights therein, without attribution or compensation. Electronic submission of Feedback via the Portal or support channels constitutes acceptance of these terms.
- To the extent that any assignment of rights in Feedback submitted electronically via the Portal or other designated online channels is not effective under applicable law, you grant to USI a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Feedback for any purpose, commercial or otherwise, without restriction.
- You and your Authorized Users hereby waive, to the maximum extent permitted by law, any and all moral rights or similar rights in and to Feedback submitted electronically.

USI shall have no obligation to use or implement any Feedback, and any modifications, enhancements, or derivative works of the USI Services or related materials resulting from or incorporating Feedback shall be owned exclusively by USI. Any updates or changes resulting from Feedback will be managed and communicated to you through the Portal.

3. Scope of Modifications and Derivative Works

All modifications, enhancements, extensions, or derivative works of the USI Services, the Portal, or any related technology or materials, whether developed by USI independently or in response to Feedback or suggestions submitted electronically by you or your Authorized Users, shall be the sole and exclusive property of USI. You shall have no rights in or to any such modifications or derivative works except as expressly provided in this Agreement.

Nothing in this section shall be construed to limit your rights in and to your own Customer Content, as set forth in the “Customer Content and Data Rights” section above.

Third-Party and Open Source Components

1. Third-Party Services

USI may offer access to third-party services, applications, or integrations (“Third-Party Services”) through the USI Portal. You acknowledge and agree that:

- Third-Party Services are not owned, operated, or controlled by USI, and their use is governed exclusively by the terms and conditions of the respective third-party providers, which are presented electronically via the Portal.
- USI makes no representations or warranties regarding the availability, functionality, security, or accuracy of Third-Party Services, and expressly disclaims any liability for any loss, damage, or claims arising from your use of Third-Party Services.
- You are solely responsible for reviewing and accepting the terms of any Third-Party Services prior to activation or use, as managed through the Portal.
- USI shall not be liable for any data sharing, privacy risks, or obligations imposed by the use or installation of Third-Party Services, and such services may not be used in any manner that imposes obligations on USI beyond those set forth in this Agreement.

2. Open Source Components

The USI Services may include software components that are licensed under open-source licenses (“Open Source Components”). The following provisions apply to all Open Source Components included in the USI Services:

- USI will provide, upon electronic request submitted via the Portal or designated support channels, a list of all Open Source Components included in the USI Services, along with the applicable license terms for each component.
- Your use of any Open Source Component is subject to the terms of the applicable open-source license. In the event of any conflict between this Agreement and the terms of an open-source license, the open-source license shall govern solely with respect to the Open Source Component in question.
- You are strictly prohibited from modifying, reverse engineering, decompiling, disassembling, or creating derivative works of any Open Source Component, except to the extent that such activities are expressly permitted by the applicable open-source license.
- You shall not remove, obscure, or alter any copyright, license, or proprietary notices included in any Open Source Component.
- USI makes no representations or warranties regarding the merchantability, fitness for a particular purpose, or non-infringement of any Open Source Component, and all such components are provided “as is” and “as available” to the maximum extent permitted by law.

3. License Compliance and Requests

To ensure compliance with open-source license obligations, you may submit requests for the following information electronically via the portal interface or designated support email:

- A current list of Open Source Components included in the USI Services;
- Copies of the applicable open-source license texts;

- Any source code or related materials required to be provided under the terms of an open-source license.

USI will respond to such electronic requests within a commercially reasonable timeframe and in accordance with applicable license requirements.

4. Indemnity and Limitation of Liability

USI shall not be liable for any claims, damages, or losses arising from your use of Third-Party Services or Open Source Components, except to the extent expressly provided in this Agreement. You agree to indemnify and hold USI harmless from any claims resulting from your breach of third-party or open-source license terms.

5. Updates and Changes

USI reserves the right to update, replace, or remove Third-Party Services and Open Source Components from the USI Services at any time, provided that such changes do not materially reduce the functionality of the core USI Services during the subscription term without your electronic consent, except as required by law or to address security or compliance risks.

If any update or change to a Third-Party Service or Open Source Component requires acceptance of new or modified license terms, USI will provide you with electronic notice via the portal interface and/or to your registered email address, and you will have an opportunity to review such terms prior to activation or continued use.

Use of the Services

1. Permitted Uses

You and your Authorized Users may access and use the USI Services solely for legitimate internal business purposes, in accordance with the terms and conditions of this Agreement and any applicable product-specific terms. Use of the USI Services is limited to the scope of your subscription and may not be extended to any third party except as expressly authorized by USI through electronic consent provided via the Portal. All access must be through designated electronic channels (Portal web interface, mobile applications, APIs) and only by Authorized Users identified and managed through your Portal account settings.

2. Restrictions and Prohibited Conduct

You shall not, and shall ensure that your Authorized Users do not, engage in any of the following activities:

(a) Unauthorized Use and Access

- Access or use the USI Services or Content beyond the scope expressly permitted by this Agreement or applicable product-specific terms, as managed through the Portal.

- Permit any third party to access or use the USI Services except as expressly authorized by USI through electronic consent via the Portal.
- Use login credentials assigned to another user, share credentials, or access the Services from outside the designated jurisdiction without USI's prior electronic consent provided through the Portal.

(b) Intellectual Property and Content Restrictions

- Copy, print (except for archival purposes), republish, display, distribute, transmit, sell, rent, lease, loan, modify, decompile, reverse-engineer, disassemble, or make any part of the USI Services or its Content available in any form, except as expressly permitted by this Agreement and managed through the Portal.
- Create derivative works of any Content from USI Services or of the USI Services themselves.
- Use Content in any manner that infringes USI's or any third party's intellectual property rights.
- Remove, obscure, or alter any copyright, trademark, or proprietary notices in the USI Services, Portal, or related electronic materials.

(c) Data and System Integrity

All restrictions and prohibitions in this section apply to activities conducted through the USI Portal, including its web pages, mobile applications, APIs, and other digital interfaces.

- Use any data mining, robots, scraping, or data extraction methods in connection with the USI Portal or its electronic interfaces.
- Interfere with or disrupt the USI Portal, USI Services, or networks connected to the USI Portal.
- Attempt unauthorized access to the USI Portal or USI Services, defeat any encryption or security measures, or use network monitoring software to determine the architecture of the USI Portal or USI Services.

(d) Unlawful or Harmful Conduct

- Upload, post, transmit, or make available via the USI Portal any Content that is false, misleading, unlawful, harmful, threatening, abusive, harassing, defamatory, discriminatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable.
- Use the USI Portal or USI Services for fraudulent or unlawful purposes, or in violation of any applicable law or regulation, including but not limited to export control laws and economic sanctions.
- Use the USI Portal or USI Services to provide material support to any organization designated by the U.S. government as a foreign terrorist organization.
- Collect or store Personal Data about other users via the USI Portal for any prohibited conduct listed above.

(e) Commercial and Competitive Restrictions

- Use the USI Portal, USI Services, or its Content to develop, market, or offer any product or service that is competitive with the USI Services, or for benchmarking, analyzing, or evaluating the USI Services for competitive purposes.
- Make any part of the USI Portal or USI Services available through timesharing systems, service bureaus, or external internet platforms, except as expressly authorized electronically by USI.

(f) Communications and Advertising

- Use the USI Portal or USI Services for transmitting unsolicited electronic communications, including emails, calls, or other messages sent via the portal or to registered email addresses.
- Upload, post, transmit, or make available via the USI Portal any Content that contains unsolicited or unauthorized advertising, “junk mail,” “spam,” “chain letters,” or “pyramid schemes.”

(g) Malicious Code and Security

- Upload, post, transmit, or make available via the USI Portal any Content that contains software viruses or harmful code designed to interrupt or damage any software, hardware, or electronic systems.

3. Confidentiality, Compliance, and Lawful Use in the Portal

You must maintain the confidentiality of all portal login credentials and restrict access to Authorized Users only. You are responsible for all activities that occur under your portal account and must promptly notify USI of any unauthorized access or security breach via the portal’s support channels or designated contact email. All use of the USI Services must comply with applicable laws, regulations, and industry standards, including those related to data protection, privacy, export controls, and economic sanctions. All communications regarding account security and compliance are managed electronically through the portal or to your registered email address.

4. Consequences of Violations

Any violation of the permitted uses, restrictions, or prohibited conduct set forth in this section constitutes a material breach of this Agreement. Upon discovery of a violation, USI may, at its sole discretion:

- Suspend or terminate your access to the USI Services, in whole or in part;
- Provide electronic notice of the violation via the portal interface and/or your registered email address, and, where feasible, an opportunity to cure the breach within a reasonable period, except in cases of willful misconduct, violation of law, or risk to system integrity or data security;
- Pursue any other remedies available at law or in equity.

USI will make reasonable efforts to notify you electronically of any suspension or termination and to provide an opportunity to cure, except where immediate action is required to protect the integrity, security, or lawful operation of the USI Services.

5. Compliance Obligations

You agree to comply with all applicable laws, regulations, ordinances, rules, and orders at all times, including those related to anti-slavery and human trafficking, export controls, and economic sanctions, as applicable under United States federal and state law and Canadian federal and provincial law. Acceptance of these compliance obligations is managed electronically via the portal, and updates to this section will be delivered through portal notifications. While not strictly required by law for end user agreements in these jurisdictions, this provision is included to support ethical business practices, risk management, and client expectations. You represent and warrant that you do not, and will not, engage in any activity, practice, or conduct that would constitute an offense related to slavery or human trafficking under any applicable US or Canadian law, including but not limited to the Canadian Modern Slavery Act (Bill S-211, 2024) and any relevant US federal or state statutes. USI may suspend or terminate this Agreement if you are found to be in violation of this provision. This section may be updated to reflect future changes in US or Canadian law. You further represent and warrant that you have not been convicted of, nor are under investigation for, any such offense.

6. Reservation of Rights

All rights not expressly granted to you under this Agreement are reserved by USI. You acknowledge that any unauthorized use of the USI Services or Content may violate copyright, trademark, and other laws, and may result in civil or criminal liability. All communications regarding such matters will be delivered electronically via the portal or to your registered email address.

Content and Confidential Information

1. Scope of Confidential Information

a. USI Confidential Information

USI Confidential Information includes:

- Any and all information that you receive or have access to regarding any other Supplier or Client through the USI Services or Portal;
- Any information disclosed by USI or revealed through USI's provision of the USI Services, including but not limited to business and marketing plans, technical information, product designs, business processes, pricing, and strategies, whether accessed or delivered electronically via the Portal;

- Any other non-public information designated as confidential by USI, whether disclosed orally, electronically (including via the Portal), or in writing.

USI Confidential Information does not include information that:

- (i) Becomes public knowledge without breach of this Agreement;
- (ii) Was known to you prior to disclosure by USI, a Client, or a Supplier;
- (iii) Is lawfully received from a third party without breach of any obligation to USI, a Client, or a Supplier; or
- (iv) Is independently developed by you without use of USI Confidential Information.

b. Customer Confidential Information

Customer Confidential Information includes:

- Proprietary, non-public information of the Customer, including business and marketing plans, technical information, product plans, business processes, and any other information disclosed to USI in connection with the provision of USI Services, whether submitted or accessed electronically via the Portal;
- Any information designated as confidential by the Customer, whether disclosed orally, electronically (including via the Portal), or in writing.

Customer Confidential Information excludes information that: (i) Becomes public knowledge without breach of this Agreement; (ii) Was known to USI prior to disclosure by the Customer; (iii) Is lawfully received from a third party without breach of any obligation to the Customer; or (iv) Is independently developed by USI without use of Customer Confidential Information.

2. Obligations of Confidentiality

Each party agrees to:

- Use Confidential Information solely for legitimate internal business purposes related to the use or provision of USI Services, with all access, management, and communications regarding Confidential Information conducted electronically via the Portal or designated contact email;
- Protect Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but not less than a reasonable standard of care, including through electronic safeguards and portal-based access controls;
- Limit access to Confidential Information to Authorized Users, employees, agents, or contractors who require such access to fulfill their obligations under this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein;

- Not disclose Confidential Information to any third party except as expressly permitted by this Agreement or with the prior electronic consent of the disclosing party, provided through the Portal or designated contact email.

All communications, notices, and requests regarding Confidential Information, including requests for return or destruction, must be submitted electronically via the Portal interface or to the designated contact email provided by USI. - Protect Confidential Information with at least the same degree of care as it uses to protect its own confidential information, but not less than a reasonable standard of care, including through electronic safeguards and portal-based access controls; - Limit access to Confidential Information to Authorized Users, employees, agents, or contractors who require such access to fulfill their obligations under this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein; - Not disclose Confidential Information to any third party except as expressly permitted by this Agreement or with the prior electronic consent of the disclosing party, provided through the Portal or designated contact email.

3. Permitted Disclosures and Exceptions

Confidential Information may be disclosed by the receiving party only: - As required by law, regulation, or valid court order, provided that the receiving party gives prompt electronic notice to the disclosing party via the Portal or designated support email (where legally permissible) and cooperates reasonably in any efforts to seek protective orders or limit disclosure; - To legal, accounting, or other professional advisors who are bound by confidentiality obligations; - As necessary to enforce the terms of this Agreement or defend against claims, subject to confidentiality protections.

Disclosure of Confidential Information under compulsion of law does not relieve the receiving party of its obligations to protect the information to the maximum extent permitted by law.

4. Survival of Confidentiality Obligations

The obligations regarding the use and protection of Confidential Information under this Agreement shall survive the termination or expiration of this Agreement for a period of at least three (3) years, except for trade secrets, which shall be protected for as long as they remain trade secrets under applicable law.

5. Return or Destruction of Confidential Information

Upon termination or expiration of this Agreement, or upon electronic request by the disclosing party submitted via the Portal or designated support email, the receiving party shall promptly return or destroy all copies of Confidential Information in its possession or control, except as required to comply with legal or regulatory retention requirements. The receiving party shall certify its compliance with such return or destruction electronically upon request.

6. No Implied Rights

Except as expressly set forth in this Agreement, no rights or licenses, express or implied, are granted to the receiving party under any patents, copyrights, trademarks, or other intellectual property rights of the disclosing party by disclosure of Confidential Information.

7. Remedies

Each party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the disclosing party shall be entitled to seek injunctive relief and any other remedies available at law or in equity in the event of any breach or threatened breach of this section.

Data Security and Incident Response

1. Security Measures

USI shall implement and maintain appropriate technical, physical, administrative, and organizational measures designed to ensure the confidentiality, integrity, and availability of Customer Confidential Information and Personal Data. These measures include, but are not limited to:

- Systems and procedures for detecting, preventing, and responding to unauthorized access, attacks, intrusions, or system failures;
- Regular testing of security systems, including vulnerability scans and penetration testing;
- A dedicated security team responsible for maintaining and updating security controls;
- Annual risk assessments to identify and address potential threats to Customer Confidential Information;
- Security protocols designed to support high availability, business continuity, and disaster recovery standards.

USI's security controls shall be designed to comply with applicable industry standards and legal requirements relevant to the nature of the data processed and the services provided.

2. Audit Rights and Security Information

Upon electronic request submitted via the Portal's support channels or designated contact email, USI will provide you with relevant information regarding its security controls, including available audit reports and certifications, to enable you to assess USI's compliance with its security obligations under this Agreement. USI may, at its discretion, redact sensitive or proprietary information from such reports to protect the security of its systems and the confidentiality of other customers.

If required by applicable law or regulation, USI will cooperate with you or your designated auditors in conducting reasonable security assessments, provided that such assessments do not unreasonably interfere with USI's operations or compromise the security of other customers' data. All communications and delivery of security information will be conducted electronically via the Portal or to your registered email address.

3. Breach Notification Procedures

In the event that USI becomes aware of any actual or reasonably suspected unauthorized access to, acquisition of, or disclosure of Customer Confidential Information or Personal Data (a "Security Incident"), USI shall:

- Promptly notify you electronically via the Portal and/or to your registered email address, without undue delay and in any event within the timeframes required by applicable law;
- Provide you with information regarding the nature and scope of the Security Incident, the data affected, and the steps taken or planned to mitigate the impact and prevent recurrence, delivered electronically;
- Cooperate in good faith with you to investigate the Security Incident, comply with applicable breach notification requirements, and address any regulatory or legal obligations arising from the incident, with all communications managed through the Portal or designated support channels.

USI will document and maintain records of Security Incidents as required by law and will provide such records to you upon electronic request, subject to applicable confidentiality and security considerations.

- Promptly notify you electronically via the Portal interface and/or your registered email address, without undue delay and in any event within the timeframes required by applicable law;
- Provide you with information regarding the nature and scope of the Security Incident, the data affected, and the steps taken or planned to mitigate the impact and prevent recurrence, delivered electronically;
- Cooperate in good faith with you to investigate the Security Incident, comply with applicable breach notification requirements, and address any regulatory or legal obligations arising from the incident, with all communications managed through the Portal or designated support channels.

USI will document and maintain records of Security Incidents as required by law and will provide such records to you upon electronic request submitted via the Portal or designated support email, subject to applicable confidentiality and security considerations.

4. End User Responsibilities

You must promptly notify USI of any actual or suspected security incidents, vulnerabilities, or unauthorized access related to the USI Services or your Customer Content by submitting an electronic report through the Portal's support channels or designated contact email. You agree to cooperate with USI in investigating and responding to any Security Incident, including providing relevant information and following reasonable instructions to mitigate potential harm, with all communications conducted electronically.

5. Updates to Security Measures

USI may update or enhance its security measures from time to time to address evolving threats, comply with legal or regulatory requirements, or improve the security of the USI Services. USI will provide you with advance electronic notice via the Portal and/or your registered email address of any material changes to its security measures that may adversely affect the protection of your Confidential Information or Personal Data.

6. Compliance with Standards

USI's security program shall be designed to meet or exceed applicable industry standards and legal requirements, including those set forth in Applicable Data Protection Laws. USI will review and update its security controls on a regular basis to ensure ongoing compliance and effectiveness, with updates communicated electronically via the Portal.

7. Incident Response Cooperation

Both parties agree to cooperate in good faith in the event of a Security Incident, including coordinating electronic communications with affected individuals, regulators, or other stakeholders as required by law. The parties will work together, through the Portal and designated support channels, to minimize the impact of any Security Incident and to implement appropriate remedial measures.

Data Privacy and Data Processing

1. Privacy Policy and Data Processing Notice

USI's collection, use, and processing of Personal Data and Sensitive Data in connection with the USI Services are governed by USI's Privacy Policy and, where applicable, the Data Processing Notice ("DPN"), each of which is incorporated by reference into this Agreement. The current versions of the Privacy Policy and DPN are accessible electronically via the Portal at [<https://www.myunifyai.com/>]. USI will provide End Users with advance electronic notice of any material changes to these documents via the Portal interface and/or to the registered email address associated with your Portal account. In the event of a conflict between this Agreement and the Privacy Policy or DPN, the terms of the DPN shall control with respect to data processing activities.

2. Lawful Processing and Consent Requirements

USI will process Personal Data and Sensitive Data only as necessary to provide, operate, and improve the USI Services, fulfill its obligations under this Agreement, and comply with Applicable Data Protection Laws. You are solely responsible for ensuring that all Personal Data and Sensitive Data submitted to USI via the Portal has been collected and disclosed in compliance with all applicable notice and consent requirements, including obtaining any necessary electronic consents from data subjects prior to uploading or submitting Sensitive Data. All records of such consents and related communications must be maintained and, if requested, provided to USI electronically via the Portal or designated support channels.

You shall not upload or submit Sensitive Data about any individual without first obtaining the individual's prior electronic consent, as required by Applicable Data Protection Laws. You are responsible for maintaining records of such electronic consents and providing them to USI upon electronic request via the Portal or designated support channels.

3. Cross-Border Data Transfers

Personal Data and Sensitive Data processed by USI may be transferred to, stored in, or accessed from jurisdictions outside your country of residence, including the United States and Canada. USI will implement appropriate safeguards for cross-border data transfers as required by Applicable Data Protection Laws, including contractual protections and technical measures to ensure the security and confidentiality of Personal Data.

You acknowledge that Personal Data may be subject to access by law enforcement or regulatory authorities in the jurisdictions where it is processed or stored. USI will inform you of any legally binding requests for disclosure of Personal Data, unless prohibited by law, with such notifications delivered electronically via the Portal or to your registered email address.

4. Rights of Data Subjects

Requests to exercise data subject rights (including access, correction, deletion, or restriction of Personal Data) may be submitted electronically through your Portal account settings or via the Portal's support channels. USI will respond to such requests electronically within the timeframes required by applicable law.

USI will facilitate the exercise of data subject rights in accordance with Applicable Data Protection Laws, including but not limited to the right to access, correct, update, or delete Personal Data, and the right to object to or restrict certain processing activities. You and your Authorized Users may submit requests to exercise these rights electronically via your portal account settings or through designated portal support channels. USI will respond to such requests within the timeframes required by law, with all communications and responses delivered electronically via the portal interface and/or to your registered email address, in accordance with the procedures set forth in the Privacy Policy and Data Processing Notice (DPN).

If USI receives a request directly from a data subject relating to Personal Data for which you are the data controller, USI will promptly notify you electronically via the portal or registered email and cooperate in good faith to address the request, except where prohibited by law.

5. Processing of Customer Content and Personal Data

USI will process Customer Content, including Personal Data and Sensitive Data, only as necessary to provide the USI Services and as instructed by you, subject to the terms of this Agreement, the Privacy Policy, and the DPN. USI will not sell Personal Data to any third party and will not use Personal Data for purposes other than those expressly authorized by you or required by law.

USI may share Personal Data with its affiliates, service providers, Clients, Prime Contractors, and Subcontractors as necessary to provide the USI Services, subject to appropriate confidentiality and data protection obligations. You are responsible for managing access to Customer Content and for reviewing and approving any data sharing with third parties through the USI Portal.

6. Security and Data Integrity

USI will implement and maintain appropriate technical and organizational measures to protect Personal Data and Sensitive Data against unauthorized access, loss, alteration, or disclosure, as further described in the “Data Security and Incident Response” section of this Agreement. USI will ensure that all personnel and service providers with access to Personal Data are subject to confidentiality obligations and receive appropriate training on data protection requirements.

7. Data Retention and Deletion

USI will retain Personal Data and Customer Content only for as long as necessary to fulfill the purposes for which it was collected, to comply with legal or regulatory obligations, or as otherwise agreed electronically with you. Upon expiration of the Post-Termination Access Period or upon your electronic request submitted via the portal account settings or designated portal support channels, USI will delete or return Personal Data and Customer Content in accordance with the procedures set forth in this Agreement and the DPN, unless retention is required by law. All notifications and confirmations regarding data deletion or return will be delivered electronically via the portal or to your registered email address.

8. End User Responsibilities

You are responsible for:

- Ensuring that all Personal Data and Sensitive Data provided to USI via the Portal is accurate, complete, and lawfully obtained;
- Providing all required notices and obtaining all necessary consents from data subjects prior to submitting Personal Data or Sensitive Data to USI through the Portal;

- Notifying USI promptly of any changes to the status of consents or data subject preferences by submitting an electronic request through the Portal support channels or designated contact email;
- Complying with all applicable data protection and privacy laws in connection with your use of the USI Services.

9. Additional Provisions for Jurisdiction-Specific Requirements

For End Users and data subjects located in jurisdictions with enhanced privacy rights (such as California, Virginia, Connecticut, Canada, and Quebec), USI will comply with all applicable local requirements, including but not limited to the rights to access, correct, delete, and restrict the processing of Personal Data, as further described in Attachment 2 (Jurisdiction-Specific Provisions), which is accessible via the Portal.

USI will provide reasonable assistance to you in fulfilling your obligations under Applicable Data Protection Laws, including responding to regulatory inquiries, conducting data protection impact assessments, and implementing appropriate technical and organizational measures, with all such assistance coordinated electronically through the Portal or designated support channels.

Compliance with Laws

Both USI and you, as the End User, agree to comply at all times with all applicable international, federal, state, provincial, and local laws, regulations, ordinances, rules, and government requirements in connection with your use and USI's provision of USI Services via the online portal. Acceptance of these compliance obligations is confirmed by your electronic click-to-accept or continued use of the portal. Any updates to compliance obligations will be communicated to you electronically via portal notifications or to your registered email address, and acceptance of such updates is confirmed by continued use of the portal or electronic acceptance.

1. Export Controls and Sanctions

You and USI shall comply with all applicable export control laws and economic sanctions, including but not limited to regulations administered by the U.S. Office of Foreign Assets Control (OFAC), Export Administration Regulations (EAR), and any similar laws in other jurisdictions. Neither party shall engage in any transaction or use the USI Services in connection with any government, entity, group, or individual from a country subject to sanctions or embargoes, or any person or entity listed on the OFAC List of Specially Designated Nationals and Blocked Persons or similar lists maintained by other authorities.

If either party becomes designated as a sanctioned party or is owned, controlled, or associated with a sanctioned party or embargoed country, this Agreement shall automatically terminate, and notice of such termination will be delivered electronically via the portal or to your registered email address.

All notices or updates regarding export controls and sanctions will be provided electronically via portal notifications or to your registered email address.

2. Anti-Slavery and Human Trafficking

You and USI represent and warrant, by electronic acceptance, that neither party has been convicted of, nor is under investigation for, any offense related to slavery or human trafficking, and that neither party will engage in any activity, practice, or conduct that would constitute an offense under any applicable United States federal or state law, or Canadian federal or provincial law, including but not limited to the Canadian Modern Slavery Act (Bill S-211, 2024), as amended from time to time. This provision is included to support ethical business practices, risk management, and client expectations, and may be updated by USI via portal notification or registered email to reflect future changes in US or Canadian law. USI may terminate this Agreement immediately, with electronic notice, if you are found to be in violation of this provision.

Acceptance of this anti-slavery and human trafficking representation and warranty is confirmed by your electronic click-to-accept or continued use of the portal. Any updates to this provision will be communicated electronically, and acceptance is confirmed by continued use or electronic acceptance via the portal.

3. Industry-Specific and Data Protection Regulations

You and USI shall comply with all industry-specific regulations applicable to your respective operations, including but not limited to the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), the Canadian Personal Information Protection and Electronic Documents Act (PIPEDA), and any other relevant privacy or data protection statutes, as amended from time to time.

4. Monitoring Legal Changes and Updates

USI will monitor changes in applicable laws and regulations that may affect the provision or use of USI Services. In the event of a material change in law or regulation that impacts this Agreement or the USI Services, USI will provide you with electronic notice of the change via the portal interface and/or to your registered email address. Where necessary, USI will propose amendments to this Agreement to ensure ongoing compliance, with all proposed amendments delivered and managed electronically through the portal. You shall review and respond to such proposed amendments in good faith within thirty (30) days of electronic receipt, using the portal interface or by electronic communication. If the parties cannot reach agreement on necessary amendments, either party may terminate the affected services electronically without penalty, and USI will refund any prepaid fees for the unused portion of the subscription term.

5. Cooperation with Regulatory Inquiries

Both parties agree to cooperate in good faith with any regulatory inquiries, investigations, or requests for information relating to compliance with applicable laws, including providing timely electronic access to relevant records, documentation, and personnel as reasonably required to demonstrate compliance.

6. Consequences of Non-Compliance

Any failure by either party to comply with applicable laws or regulations shall constitute a material breach of this Agreement and may result in suspension or termination of access to USI Services, in addition to any other remedies available at law or in equity. USI will provide electronic notice of any suspension or termination via the portal interface and/or to your registered email address, and, where feasible, an opportunity to cure the breach within a reasonable period, except in cases of willful misconduct or violation of law.

Intellectual Property Rights and Feedback

1. Ownership of Intellectual Property

USI (and its licensors, where applicable) retains and reserves all rights, title, and interest, including all intellectual property rights, in and to the USI Services as accessed via the Portal, all Content provided by USI, and any models, methods, algorithms, inventions, modifications, enhancements, extensions, materials, or other work product conceived, developed, or prepared in connection with the USI Services, whether or not based on suggestions or input from you or your Authorized Users. No rights or licenses are granted to you except as expressly set forth in this Agreement, and nothing herein shall be construed as transferring any ownership rights to you.

All trademarks, logos, and service marks displayed through the USI Services or Portal are the property of USI, its affiliates, licensors, or other third parties. You may not use, copy, or display any such marks without the prior written consent of USI or the applicable owner.

2. Feedback and Improvements

If you or any Authorized User provide USI with any comments, suggestions, ideas, or other feedback regarding the USI Services, the Portal, or any related technology or processes (“Feedback”), whether submitted electronically through the Portal interface, support channels, or any other online means, the following terms apply:

- By submitting Feedback electronically, you irrevocably assign, and shall cause your Authorized Users to irrevocably assign, to USI all rights, title, and interest in and to such Feedback, including any intellectual property rights therein, without attribution or compensation. Electronic submission of Feedback via the Portal or support channels constitutes acceptance of these terms. For purposes of this Agreement, all Feedback shall be deemed submitted electronically via the USI Portal interface or designated support

channels, and assignment or licensing of rights in Feedback is effected by electronic acceptance and submission.

- To the extent that any assignment of rights in Feedback is not effective under applicable law, you grant to USI a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, and sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Feedback for any purpose, commercial or otherwise, without restriction.
- You and your Authorized Users hereby waive, to the maximum extent permitted by law, any and all moral rights or similar rights in and to Feedback submitted electronically.

USI shall have no obligation to use or implement any Feedback, and any modifications, enhancements, or derivative works of the USI Services or related materials resulting from or incorporating Feedback submitted electronically shall be owned exclusively by USI.

3. Scope of Modifications and Derivative Works

All modifications, enhancements, extensions, or derivative works of the USI Services, the Portal, or any related technology or materials, whether developed by USI independently or in response to Feedback or suggestions submitted electronically by you or your Authorized Users, shall be the sole and exclusive property of USI. You shall have no rights in or to any such modifications or derivative works except as expressly provided in this Agreement.

Nothing in this section shall be construed to limit your rights in and to your own Customer Content, as set forth in the “Customer Content and Data Rights” section above.

Warranties and Representations

1. Authority and Capacity

By clicking to accept this Agreement or by continuing to use the USI Portal, you represent and warrant electronically that: - You have the full legal right, power, and authority to enter into this Agreement and to perform your obligations hereunder, including binding any entity or affiliates you represent. - Each Authorized User accessing the USI Services on your behalf is duly authorized to do so and to agree to the terms of this Agreement. - If you are entering into this Agreement on behalf of another entity, you have obtained all necessary corporate or organizational approvals and consents required to bind such entity to this Agreement.

USI reserves the right to request documentation or other evidence of such authority at any time, and you agree to provide such evidence electronically via the portal interface or designated support channels. Failure to provide satisfactory electronic evidence of authority upon request may result in suspension or termination of access to the USI Services.

2. Lawful Use and Compliance

You and your Authorized Users represent and warrant, by electronic acceptance, that: - All use of the USI Services will be for lawful purposes and in compliance with this Agreement, all applicable laws, regulations, and policies, including but not limited to data protection, privacy, export controls, and industry-specific regulations. - You will not use the USI Services to upload, transmit, or process any information or data in violation of any law, regulation, or third-party rights.

3. Accuracy and Ownership of Information

You represent and warrant, by electronic acceptance, that: - All information, data, and content provided to USI, whether by you or your Authorized Users, is true, accurate, complete, and current to the best of your knowledge. - You have all necessary rights, licenses, and consents to provide such information and to grant the rights set forth in this Agreement. - If you are not the owner of any information uploaded to the Portal, you have obtained the full, informed, and electronic consent of the owner to agree to these terms on their behalf, and have fully informed the owner of the terms and implications of this Agreement.

USI may, at its discretion, require you to provide evidence of such consents or ownership rights. Such requests and responses may be made electronically via the Portal interface or designated support channels. Failure to provide such evidence may result in suspension or removal of the relevant content or data.

4. Non-Infringement

You represent and warrant that: - Your use of the USI Services and the processing of Customer Content, including any Personal Data or Sensitive Data, will not infringe, misappropriate, or otherwise violate any intellectual property rights, privacy rights, or other rights of any third party. - You will not upload, submit, or transmit any content that infringes any patent, copyright, trademark, trade secret, or other proprietary right of any third party.

5. Verification of Authority and Information

USI may, at any time, request documentation or other evidence to verify your authority to enter into this Agreement, the accuracy of information provided, or the existence of necessary consents and rights. You shall promptly cooperate with any such requests and provide all reasonably requested documentation or information electronically via the Portal or designated support channels.

6. Consequences of Breach

Any breach of the representations and warranties set forth in this section shall constitute a material breach of this Agreement and may result in immediate suspension or termination of access to the USI Services, removal of content, and any other remedies available to USI

at law or in equity. USI will provide notice of any breach electronically via the Portal interface and/or your registered email address, and, where feasible, an opportunity to cure within a reasonable period, except in cases of willful misconduct or violation of law.

Indemnification

1. Indemnification by USI

USI shall defend, indemnify, and hold harmless the End User from and against any and all claims, demands, lawsuits, or legal actions brought by a third party alleging that your authorized use of the USI Services in compliance with this Agreement infringes or misappropriates such third party's registered patent, copyright, or trademark ("Claim Against End User"). USI will indemnify you for any damages awarded in a final judgment against you, reasonable attorney fees and costs incurred as a result of the Claim Against End User, and any amounts paid by you in a settlement approved by USI via electronic notice through the portal or to the designated contact email address. This indemnification is subject to the following conditions:

- You promptly notify USI of the Claim Against End User via electronic notice through the portal interface or to the designated contact email address;
- USI has sole control over the defense and settlement of the Claim Against End User (provided that USI may not settle any Claim unless it fully releases you from liability, with settlement approval communicated electronically);
- You provide USI with all reasonable assistance, at USI's expense, as requested electronically via the portal or designated contact email.

You may, at your own cost, participate in the defense and attend proceedings with counsel of your choice. If USI becomes aware of an infringement or misappropriation claim related to the USI Services, USI may, at its discretion and without cost to you:

- Modify the USI Services to avoid infringement;
- Obtain a license for your continued use of the USI Services;
- Terminate your subscription with thirty (30) days' electronic notice via the portal or to your registered email address, and refund any prepaid fees for the remainder of the subscription term.

USI's indemnification obligations do not apply if:

- The claim does not specify that the USI Services are the cause of the alleged infringement;
- The claim arises from the combination of the USI Services with software, hardware, data, or processes not provided by USI, where the USI Services alone would not have caused the infringement;
- The claim arises from your Customer Content, a non-USI application, or your breach of this Agreement.

2. Indemnification by End User

You shall defend, indemnify, and hold harmless USI from and against any and all claims, demands, lawsuits, or legal actions brought by a third party arising from:

- Your misuse of the USI Services, including any use in violation of this Agreement or applicable law;
- Any third-party claims related to unauthorized access to Customer Content;
- USI's sharing or processing of Personal Data with its Suppliers and Clients as described in this Agreement and in USI's Privacy Policy ("Claim Against USI").

You will indemnify USI for any damages awarded in a final judgment, reasonable attorney fees and costs incurred as a result of the Claim Against USI, and any amounts paid by USI under a settlement approved electronically by you via the portal or to your registered email address. This indemnification is subject to the following conditions:

- USI promptly notifies you electronically via the portal interface or to your registered email address of the Claim Against USI;
- You have sole control over the defense and settlement of the Claim Against USI (provided that you may not settle any Claim unless it fully releases USI from liability, with settlement approval communicated electronically);
- USI provides you with all reasonable assistance, at your expense, as requested electronically via the portal or designated contact email.

USI may, at its own cost, participate in the defense and attend proceedings with counsel of its choice. Your indemnification obligations do not apply if the Claim Against USI arises from USI's breach of this Agreement.

3. Indemnification Procedures

- The indemnified party shall promptly notify the indemnifying party electronically via the portal or to the registered email address of any claim for which indemnification is sought, providing sufficient detail to allow the indemnifying party to evaluate and respond to the claim.
- The indemnifying party shall have sole control over the defense and settlement of the claim, subject to the requirement that no settlement may impose any liability or obligation on the indemnified party without its prior electronic consent, which shall not be unreasonably withheld.
- The indemnified party shall provide reasonable cooperation and assistance in the defense of the claim, at the indemnifying party's expense, with all communications and cooperation conducted electronically via the portal or designated contact email.

4. Limitations and Exclusions

Indemnification obligations under this section are subject to the limitations of liability set forth in this Agreement and do not apply to claims arising from the indemnified party's willful

misconduct, gross negligence, or material breach of this Agreement. Neither party shall be liable for any settlement made without its prior electronic consent via the portal or registered email address.

5. Survival

The indemnification obligations set forth in this section shall survive the termination or expiration of this Agreement for a period of three (3) years, or as required by applicable law.

Limitation of Liability

To the fullest extent permitted by applicable law, neither USI nor you as the End User shall be liable to the other party or any third party for any indirect, incidental, consequential, exemplary, special, or punitive damages, including but not limited to loss of use, lost revenue or profit, loss of data, or business interruption, whether arising from breach of contract, tort (including negligence), strict liability, or otherwise, even if such damages were foreseeable or the possibility of such damages was disclosed.

Except for liability arising from indemnification obligations, willful misconduct, or gross negligence, the total aggregate liability of USI or you under this Agreement, regardless of the form of action, shall not exceed the amount actually paid by or owed by you to USI for the USI Services in the twelve (12) month period immediately preceding the event giving rise to such liability.

If applicable law in any jurisdiction does not allow the exclusion or limitation of liability for consequential or special damages, the above limitation shall apply only to the extent permitted by such law. In such cases, the parties agree that the limitation of liability shall be interpreted to provide the maximum protection permitted under applicable law.

You and USI acknowledge and agree that the limitations and exclusions of liability set forth in this section are a material basis of the bargain and reflect a fair allocation of risk between the parties. If you are dissatisfied with any portion of the USI Services, your sole and exclusive remedy is to discontinue use of the USI Services.

Force Majeure

Neither USI nor you as the End User shall be deemed in default or liable for any delay, error, failure in performance, or interruption in service under this Agreement to the extent such delay or failure results from causes beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, war, insurrection, terrorism, riots, strikes, labor disputes, power outages, internet or communication service interruptions, government actions, or any other event or circumstance not within the reasonable control of the affected party.

The affected party shall promptly notify the other party of the occurrence of any force majeure event by electronic notice via the portal interface and/or to the registered email

address associated with the account, and shall use commercially reasonable efforts to mitigate the impact and resume performance as soon as practicable. The obligations excused by force majeure shall be suspended only for the duration of the event and to the extent affected.

Warranties and Disclaimers

By clicking “I Accept” or otherwise indicating agreement within the USI Portal, you acknowledge and accept the following disclaimers regarding your use of the USI Services in an online, electronic format.

USI expressly disclaims all warranties, guarantees, and representations of any kind, whether express, implied, statutory, or otherwise, to the maximum extent permitted by applicable law. Without limiting the foregoing, USI specifically disclaims any and all implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, and correspondence with description, as well as any warranties arising from a course of dealing, usage of trade, or performance.

The USI Services, including all content, features, and third-party integrations accessed via the Portal, are provided strictly on an “as-is” and “as-available” basis. USI does not warrant that the services will be uninterrupted, error-free, secure, or free from viruses or other harmful components. USI makes no representation or warranty regarding the accuracy, reliability, timeliness, or completeness of any information, content, or materials provided through the USI Services or the Portal.

No advice, information, or communication, whether oral or written, obtained by you from USI or through the USI Services or Portal, shall create any warranty not expressly stated in this Agreement. You acknowledge and agree that use of the USI Services is at your sole risk, and that USI does not guarantee any particular outcome, result, or business benefit from the use of the services.

Where required by applicable consumer protection laws, certain implied warranties may not be disclaimed. In such cases, the scope and duration of any such warranties shall be limited to the minimum extent permitted by law. If you are dissatisfied with any portion of the USI Services, your sole and exclusive remedy is to discontinue use of the USI Services.

Compliance Information and Electronic Disclaimers

Any compliance information, regulatory guidance, or related materials provided by USI in connection with the implementation or provision of USI Services are delivered electronically via the USI Portal interface and/or to your registered email address. Such information is intended solely for informational purposes. USI does not guarantee, warrant, or represent the accuracy, legality, completeness, or jurisdictional relevance of any compliance information provided to you electronically.

You are solely responsible for verifying the accuracy, applicability, and legal sufficiency of all compliance information before relying on it or using it in connection with your operations. USI shall have no liability for any errors, omissions, or reliance on compliance information, and you agree to use or rely on such information entirely at your own risk.

USI is under no obligation to update you regarding changes to compliance information, legal or regulatory developments, or jurisdiction-specific requirements. If USI elects to provide updates, such updates will be communicated electronically via portal notifications and/or to your registered email address. You are responsible for monitoring electronic communications and portal notifications for any such updates and for ensuring ongoing compliance with all applicable laws, regulations, and industry standards. You are also responsible for seeking independent legal or regulatory advice as necessary to fulfill your obligations under this Agreement.

Governing Law, Venue, and Arbitration

1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are expressly excluded from this Agreement. By clicking to accept or continuing to use the USI Portal, you and USI waive any right to invoke or apply any other law to govern the formation, performance, non-performance, termination, or expiration of this Agreement. All communications regarding governing law are managed electronically via the Portal interface and/or to your registered email address.

2. Venue and Jurisdiction

All disputes arising out of or relating to this Agreement shall be resolved exclusively and finally by binding arbitration as set forth below. The parties waive any right to bring an action in any court, except as necessary to enforce an arbitration award or as otherwise required by law. The parties agree that all notices, filings, and communications related to dispute resolution may be delivered electronically via the Portal or to the registered email address associated with your account.

3. Arbitration Procedures

a. Agreement to Arbitrate

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the USI Services, except where prohibited by law, such dispute shall be resolved exclusively and finally by binding arbitration, as outlined herein, in lieu of litigation in court. Submission of claims and all related notices may be made through the USI Portal's dispute resolution feature or by electronic communication to the designated contact email. Neither

party will have the right to litigate the claim in court or have a jury trial. Arbitration will be conducted in accordance with the procedures set forth below.

b. Arbitration Rules and Governing Law

Arbitration shall be governed by the Federal Arbitration Act (“FAA”) and conducted through Judicial Arbitration and Mediation Services, Inc. (“JAMS”). The rules outlined in this Agreement, as well as JAMS’ procedures, will govern the arbitration. In the event of any conflict between this Agreement and JAMS’ procedures, the terms of this Agreement shall control. If JAMS’ procedures change after the claim is filed, the rules in effect at the time of filing shall apply. All communications regarding arbitration rules, scheduling, and administration will be managed electronically via the Portal or to your registered email address.

c. Location and Conduct of Hearings

Arbitration hearings shall be held in Tampa, Florida, USA, and conducted by a single arbitrator. The arbitrator shall:

- Apply all applicable substantive laws unless overridden by the FAA;
- Apply relevant statutes of limitations;
- Honor valid claims of privilege;
- Provide a written decision explaining the reasons for the award.

All notices, filings, and communications related to the arbitration process, including scheduling, evidence submission, and delivery of the arbitrator’s decision, will be conducted electronically via the Portal or to the registered email address associated with your account, unless otherwise required by law.

The arbitrator’s decision shall be final and binding, subject to review as permitted by the FAA. If the dispute involves more than \$100,000, either party may appeal the decision to a new panel of three arbitrators, with the appellate panel having discretion to accept or reject the original award in whole or in part. The appeal must be filed within thirty (30) days of the original decision, and the party filing the appeal shall bear the appellate costs unless the panel decides otherwise. All communications, filings, and notices related to appeals must be submitted electronically via the portal interface or to the registered email address associated with the account.

d. Class Action Waiver

Except where prohibited by law, all arbitrations must be conducted on an individual basis. Neither party may consolidate claims or arbitrate as part of a class action or in a private attorney general capacity. The parties further agree not to litigate any claims as a representative or member of a class in court. Only a court, not an arbitrator, shall have authority to determine the validity and enforceability of this class action waiver.

e. Fees and Costs

Each party shall be responsible for its own litigation or arbitration costs, including attorney fees, filing fees, and travel expenses. The arbitrator's fees and the costs of third-party facilities used for hearings shall be equally shared between the parties. All communications regarding fees, costs, and payment arrangements will be managed electronically via the portal or to the registered email address.

f. Notice and Opt-Out Provisions

Any notice of intent to arbitrate or opt-out of arbitration must be provided electronically via the portal's designated notice feature or to the registered email address associated with the account. The parties shall make reasonable efforts to resolve disputes informally through electronic communications prior to initiating arbitration. If you reject any material modification to the arbitration provisions, the current version of the Agreement shall remain in effect until renewal or upgrade, unless otherwise agreed electronically.

g. Scope of Beneficiaries

The rights and obligations outlined in this arbitration provision extend to USI's affiliates, officers, directors, and employees, as well as any third-party co-defendant involved in a claim subject to arbitration, and all joint account holders and Authorized Users of your account(s).

h. Survival of Arbitration Provision

The arbitration section shall survive the closure of your account, voluntary payment of any account, legal proceedings to collect amounts owed, and any bankruptcy declared by you.

4. Jurisdiction-Specific Provisions

For users domiciled in California, Virginia, Connecticut, Canada, or other jurisdictions with enhanced consumer or privacy rights, additional provisions regarding governing law, venue, and dispute resolution may apply as set forth in Attachment 2 (Jurisdiction-Specific Provisions), which is incorporated by reference and accessible via the portal. In the event of a conflict between this section and Attachment 2, the jurisdiction-specific provisions shall control for users in the applicable jurisdictions. End Users may access their rights and procedures through portal support or designated electronic contact channels as described in the portal's help and support resources.

Termination

1. Termination Rights

a. Termination by USI

USI may terminate this Agreement and the license granted herein under the following circumstances, by providing electronic notice via the portal interface and/or to your registered email address:

- **For Material Breach:** USI may terminate immediately upon electronic notice if you commit a material breach of this Agreement and fail to cure such breach within ten (10) days after receipt of electronic notice specifying the breach. Material breach includes, but is not limited to, unauthorized use of the USI Services, violation of applicable laws, or failure to pay fees when due.
- **For Convenience:** USI may terminate this Agreement and the license granted herein for any reason or no reason by providing thirty (30) days' prior electronic notice via the portal or to your registered email address. Upon such termination, your access to the USI Services will be deactivated electronically, and you must discontinue all use of the USI Services.
- **Automatic Termination:** This Agreement will automatically terminate if USI or you become designated as a sanctioned party or are owned, controlled, or associated with a sanctioned party or embargoed country, as defined in the Compliance section. Notice of such termination will be provided electronically via the portal or to your registered email address.

b. Termination by End User

You may terminate this Agreement at any time by submitting a termination request through the portal account management interface or by providing electronic notice to USI via the portal's designated support channel or to the contact email provided in the portal. Upon termination, your access to USI Services will cease at the end of the current billing period, unless otherwise agreed electronically.

2. Effect of Termination

Upon termination of this Agreement for any reason:

- Your right to access and use USI Services will immediately cease, and your account will be deactivated electronically via the portal.
- USI will restrict access to all USI Services, except as necessary to facilitate data retrieval during the Post-Termination Access Period, which is managed through your portal account.
- You must promptly discontinue all use of the USI Services and, if directed by USI via electronic notice, delete or destroy any materials, documentation, or confidential

information in your possession or control, except as required to comply with legal or regulatory retention requirements.

3. Data Retrieval and Post-Termination Access

USI will provide you with access to your Customer Content for a defined period of thirty (30) days following termination (“Post-Termination Access Period”) via your portal account to allow for data retrieval. During this period:

- You may request the return or export of your Customer Content and Personal Data in a format reasonably determined by USI by submitting an electronic request through the portal account management interface or via the designated support email.
- USI will make reasonable efforts to facilitate the secure transfer or export of Customer Content, subject to applicable data protection and confidentiality obligations, with all communications and transfers managed electronically.
- You are solely responsible for ensuring that all necessary data is retrieved within the Post-Termination Access Period through the portal.

If you fail to retrieve your data within the Post-Termination Access Period, USI may delete your Customer Content unless retention is required by law or upon your electronic request for continued access or return of information submitted via the portal or designated support channel prior to disposal.

4. Data Deletion and Retention

After the expiration of the Post-Termination Access Period:

- USI may permanently delete all Customer Content and Personal Data from its systems, except as required to comply with legal, regulatory, or contractual retention obligations.
- USI shall not be liable for any loss of data resulting from deletion after the Post-Termination Access Period, provided that USI has complied with its obligations to provide electronic access and notice as set forth herein.
- You may request, electronically and prior to the expiration of the Post-Termination Access Period, that USI retain or return specific data, subject to applicable fees and terms.

5. Survival of Obligations

Any provisions of this Agreement that by their nature are intended to survive termination or expiration, including but not limited to confidentiality, indemnification, limitation of liability, intellectual property rights, and data protection obligations, shall continue in effect after termination for the period specified in this Agreement or as required by law.

6. Notice of Termination

All notices of termination under this Agreement must be provided electronically via the portal account management interface or to the registered email address associated with your account, in accordance with the electronic notice procedures set forth in this Agreement. Notices shall specify the effective date of termination and the grounds for termination, if applicable.

7. Transition Assistance

Upon your electronic request submitted via the portal or designated support channel prior to termination, USI will provide reasonable transition assistance to facilitate the migration of your Customer Content to another service provider, subject to mutually agreed electronic terms and applicable fees.

Miscellaneous Provisions

1. Independent Contractor Status

The relationship between USI and you as the End User under this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Neither party has authority to bind the other or incur any obligation on behalf of the other except as expressly provided herein. All acknowledgments, consents, and communications regarding the nature of the relationship may be provided and accepted electronically via the Portal or designated electronic means.

2. Assignment and Delegation

You may not assign, delegate, or transfer any of your rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior electronic consent of USI, which may be given via the Portal or other designated electronic means. Any attempted assignment or delegation in violation of this provision shall be null and void. USI may assign its rights and obligations under this Agreement, including in connection with a merger, acquisition, sale of assets, or other corporate transaction, without your consent, and may provide notice of such assignment electronically via the Portal or to your registered email address. USI may also fulfill its obligations through affiliates or third-party contractors, provided that USI remains responsible for their acts and omissions.

3. Survival

Any provisions of this Agreement that by their nature are intended to survive termination or expiration, including but not limited to confidentiality, indemnification, limitation of liability, intellectual property rights, data protection, and dispute resolution provisions, shall continue in effect after termination for the period specified in this Agreement or as required by law. Obligations regarding the use and protection of Confidential Information shall

survive for at least three (3) years following termination or expiration, except for trade secrets, which shall be protected for as long as they remain trade secrets under applicable law.

4. Entire Agreement and Integration

This Agreement, including all attachments, referenced documents, and incorporated policies, constitutes the entire agreement between you and USI with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, representations, and communications, whether written or oral. No terms, conditions, or representations not expressly set forth herein shall be binding on either party unless in an amendment or addendum accepted electronically via the Portal or other designated electronic means by authorized representatives of both parties.

If you are a Client and there is a conflict between this Agreement and a separately executed agreement between you and USI, the executed agreement shall prevail to the extent of the conflict.

5. Amendments and Modifications

USI reserves the right to modify this Agreement and any incorporated documents in accordance with the procedures set forth in the “Scope of Services” and “Governing Law, Venue, and Arbitration” sections. Material amendments require electronic notice to you via the portal interface and/or your registered email address, and acceptance may be provided by clicking to accept, continued use of the portal, or other electronic means as specified in the notice. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless accepted electronically by you through the portal or by other electronic means provided by USI.

6. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be severed to the extent of its invalidity, and the remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith, electronically if necessary, to replace any invalid or unenforceable provision with a valid provision that most closely reflects the original intent.

7. Headings

Section and subsection headings in this Agreement are for convenience only and shall not affect the interpretation or construction of any provision.

8. Waiver

No waiver of any right, remedy, or provision under this Agreement shall be effective unless provided electronically via the portal or to the registered email address associated with your

account. Any waiver shall be limited to the specific instance and shall not constitute a continuing waiver or a waiver of any other right or provision.

9. Electronic Acceptance and Signatures

This Agreement is accepted and becomes binding upon you as the End User by clicking the “I Accept” button or checkbox presented on the portal, or by otherwise electronically indicating acceptance as provided by the portal interface. Electronic acceptance, including clickwrap or electronic signature, is valid and binding to the same extent as a handwritten signature. No physical signature or execution is required.

Billing, Refund, and Renewal Policy (Attachment 1)

I. Fees and Charges

1. *Subscription Fees*

Upon subscribing to USI Services via the Portal, you will be charged an activation (registration) fee and an annual subscription fee, as specified in your selected subscription plan. The subscription fee is determined based on a risk rating, initially calculated from information you provide during the Service Evaluation stage through the Portal, and may be adjusted after internal verification in accordance with compliance guidelines and instructions from USI Network Clients. If a material difference in risk is identified after verification, you will be notified electronically via the Portal or your registered email and charged the difference. All account management, subscription selection, and fee adjustments are performed through your portal account settings or by submitting an electronic request via the Portal.

2. *Worker Platform Fees*

If you are subscribed to USI’s Worker Platform, annual fees are charged per seat, with each seat entitling one Worker to access the platform. Additional seats added during the subscription term—whether by you or a connected Client—will be charged a prorated amount for the remainder of the term, with all seat management and additions performed through your portal account settings or by electronic request. You may adjust the number of seats at each annual renewal, and the subscription fee will be updated accordingly. Certain features of the Worker Platform may require additional fees or licenses, which will be disclosed to you electronically via the Portal prior to activation.

3. *Optional Modules and Upgrades*

If you upgrade your subscription by connecting with a new Client or Prime Contractor, adding a new Client site, selecting a new trade that changes your risk classification, or adding new products or services, your account will be automatically charged for the applicable fees. All such upgrades and changes are managed through your portal account

settings or by submitting an electronic request via the Portal. You will receive electronic notice of any such charges via the Portal and/or your registered email, and you may review and dispute them in accordance with the procedures set forth herein, using the portal's support features or designated electronic channels.

II. Renewal and Auto-Renewal

1. Renewal Terms

Subscriptions will automatically renew every twelve (12) months from the original subscription date only if you have provided explicit consent to auto-renewal through the portal account settings or by electronic confirmation. You may withdraw your consent to auto-renewal at any time by providing at least thirty (30) days' electronic notice via the portal account management interface or by submitting an electronic request to USI through the Portal. USI will issue a renewal invoice thirty (30) days before the renewal date, delivered electronically via the Portal and/or to your registered email address, which shall serve as your renewal notice.

2. Notification and Consent

You will receive electronic notification via the Portal and/or your registered email address for any renewal, upgrade, or addition to your approved Supplier List. If you do not wish to be connected to a new Client or have your account charged for such connection, you may remove yourself by managing your connections through the portal account settings or by submitting an electronic request to USI within thirty (30) days of the notification. Failure to do so will result in automatic charges as described above. All management of connections, notifications, and account charges is performed electronically through the Portal.

III. Payment Terms

All payment-related actions, account management, and notifications are conducted electronically through the USI Portal interface and/or to your registered email address.

1. Payment Methods

Unless otherwise approved by USI, you must provide valid, up-to-date, and complete credit card or bank account information ("Payment Account") through your portal account settings, along with relevant electronic contact and billing details. Payments made by credit card (or debit card in Australia) may be subject to a card processing fee, which will not exceed USI's actual costs and will only be charged where permitted by law. This fee does not apply to other payment methods (e.g., ACH, bank wires, or debit cards outside Australia). All updates to your Payment Account information must be made electronically via the portal.

2. Authorization and Processing

By maintaining an active account, you authorize USI to automatically charge your Payment Account or initiate electronic debit or credit entries through the ACH system for all fees

incurred, as managed through the portal. USI may retain your Payment Account information for ongoing billing purposes, and you are responsible for updating your Payment Account details electronically as necessary through your portal account.

3. Invoicing and Payment Deadlines

USI may, at its discretion, issue electronic invoices to you via the portal or to your registered email address instead of automatically billing your Payment Account. All invoices must be paid electronically within thirty (30) days of the issue date. If payment is not received within thirty (30) days, late fees will apply as set forth below, and you will receive electronic notification of any overdue amounts and potential account actions.

4. Late Payments and Suspension

If USI is unable to charge your Payment Account or payment is not received within thirty (30) days of the due date, USI may, without prejudice to other rights and remedies and with electronic notice via the portal and/or your registered email address:

- Disable your portal password, account, and access to some or all USI Services until the balance due is paid in full;
- Charge interest on unpaid amounts at a rate of 1.5% per month or the maximum allowed by law, whichever is lower, from the due date until payment is received;
- Recover all costs incurred in collecting late payments, including reasonable attorney fees.

All communications regarding payment status, account suspension, and reactivation will be managed electronically through the portal and/or to your registered email address.

IV. Taxes

1. Responsibility for Taxes

All fees for USI Services are exclusive of taxes. You are responsible for paying any taxes related to your subscription payments, including but not limited to sales tax, use tax, GST, VAT, consumption tax, or similar taxes. If USI is legally required to pay or collect taxes that are your responsibility, USI will invoice you electronically via the portal or to your registered email address for such amounts unless you provide a valid tax exemption certificate through the portal or by electronic submission to the designated support email.

2. Withholding and Indemnification

Taxes should not be deducted or withheld from payments to USI unless required by applicable law. If withholding is required, you must provide USI with the appropriate tax receipt by uploading it through the portal or submitting it electronically to the designated support email to confirm that tax payments have been properly settled on USI's behalf. Any failure to withhold or submit tax payments resulting in penalties, surcharges, or disallowance of tax deductions will be your sole responsibility, and you shall indemnify USI

for any related costs, expenses, and penalties. USI is solely responsible for taxes based on its income, property, and employees.

V. Refund Policy

1. General Refund Terms

Except as otherwise specified herein, all fees are non-refundable except in the case of material non-performance by USI. For purposes of this Agreement, “material non-performance” means a substantial failure by USI to deliver the core services as described in the applicable subscription plan, which is not remedied within thirty (30) days after you submit an electronic notice via the portal or designated support email specifying the nature of the non-performance.

2. Refund Eligibility

Refunds for subscription fees will only be granted in the following circumstances:

- Improper double charging or erroneous charges to your Payment Account;
- Material non-performance by USI, as defined above;
- Cancellation of subscription with electronic notice to USI via the portal or designated support email within seven (7) days of initial subscription to USI Services.

Activation fees are non-refundable. No refunds are provided after payment of a renewal subscription fee. For Worker Platform subscriptions, the number of seats cannot be decreased during the subscription term; you must request deactivation electronically through the portal or by contacting USI via the designated support email before the Membership Subscription Renewal Date if you choose not to renew.

3. Refund Process

Refunds will be issued using the same payment method as the original payment. You are responsible for ensuring that your contact email is accurate and up to date in your portal account settings. Requests for refunds must be submitted electronically through the portal interface or to the designated support email, specifying the grounds for the request and including supporting documentation as necessary. USI will review refund requests in good faith and respond electronically within thirty (30) days of receipt.

VI. Seat Adjustments and Cancellation

1. Adjusting Worker Platform Seats

You may increase the number of Worker Platform seats at any time during the subscription term by managing seat allocations through your portal account settings; additional seats will be charged on a prorated basis for the remainder of the term, with electronic confirmation provided by USI via the portal or to your registered email address. You may decrease the number of seats only at the time of annual renewal, with the subscription fee adjusted accordingly for the next term. Requests to decrease seats must be submitted

electronically through the portal account management interface or by electronic request to USI at least thirty (30) days prior to the renewal date. All confirmations and updates regarding seat adjustments will be delivered electronically via the portal or to your registered email address.

2. Cancellation and Deactivation

You may cancel your subscription or request deactivation of specific services or seats by initiating the cancellation or deactivation process through the portal account management interface or by submitting an electronic request to USI at least thirty (30) days prior to the desired cancellation or deactivation date. Upon cancellation, access to USI Services will cease at the end of the current billing period, unless otherwise agreed electronically. You are responsible for retrieving all necessary data prior to cancellation or deactivation, and USI will provide electronic notice of the effective date and any relevant instructions via the portal or to your registered email address.

VII. Dispute Procedures

1. Disputing Charges and Fees

If you dispute any charge, fee, or invoice, you must notify USI electronically via the portal's support feature or by email to the designated support address within thirty (30) days of the charge or invoice date, specifying the nature of the dispute and providing supporting documentation uploaded or attached as appropriate. USI will review the dispute in good faith and respond electronically within thirty (30) days of receipt. The parties will cooperate to resolve disputes promptly and in good faith through electronic communications. Disputed amounts may be withheld pending resolution, but undisputed amounts must be paid when due.

2. Escalation and Resolution

If the parties are unable to resolve a billing or payment dispute through good faith electronic negotiations, either party may escalate the dispute in accordance with the dispute resolution procedures set forth in the main Agreement, including arbitration if applicable, with all notices and communications managed electronically via the portal or to the registered email address.

VIII. Client Program

USI may offer a program in which a Client pays or obtains discounts on Supplier registration and subscription fees for its connected Suppliers ("Client Program"). Participation in the Client Program is at the sole discretion of the Client, which determines its duration and eligibility criteria. USI will provide electronic notice to eligible Suppliers regarding participation and any applicable discounts or payment arrangements, delivered via the portal interface or to the registered email address associated with the Supplier's portal account.

IX. Notice and Amendment

USI will provide you with electronic notice of any material changes to this Billing, Refund, and Renewal Policy at least thirty (30) days prior to the effective date of such changes, delivered via the portal interface and/or to the registered email address associated with your account. You may reject material changes by submitting an electronic notice of rejection through the portal or by email within the notice period, in which case the current version of the policy will remain in effect until renewal or upgrade, unless otherwise agreed electronically.

By clicking the “I Accept” button or checkbox presented on the USI Portal, or by continuing to use the USI Services after being presented with this Agreement, you acknowledge and agree to be bound by the terms of this End User License Agreement, including the Billing, Refund, and Renewal Policy, as amended from time to time in accordance with the electronic notice and acceptance procedures described herein.

Jurisdiction-Specific Provisions (Attachment 2)

This Attachment is incorporated by reference into the End User License Agreement and is accessible at any time via the USI Portal. It sets forth additional terms and requirements applicable to users domiciled in the United States and Canada, supplementing the main Agreement to address local legal requirements, privacy rights, breach notification, cross-border data transfers, and dispute resolution procedures. In the event of a conflict between these provisions and the main Agreement, these provisions shall control solely for users in the applicable jurisdictions. All notices, requests, and communications under this Attachment must be submitted electronically via the portal’s support features, designated electronic channels, or by email as specified.

I. United States Provisions

1. Governing Law and Jurisdiction

- For all US users (except California), this Agreement is governed by the laws of the State of Florida, with exclusive jurisdiction in the state and federal courts of Florida. Arbitration venue is Tampa, Florida, as specified in the main Agreement.
- For California-domiciled users, Florida law governs, but federal law applies to arbitration. Enhanced consumer rights under California law are incorporated.

2. California-Specific Provisions

- **Enhanced Privacy Rights:** California residents have rights under the CCPA/CPRA, including the right to know, delete, correct, opt-out of sale/sharing, limit use/disclosure of sensitive personal information, and non-discrimination for exercising privacy rights.

- **Processing Commitments:** USI will process personal information only for disclosed business purposes, not sell personal information for monetary consideration, provide privacy protection as required by CCPA, allow monitoring of compliance, and implement appropriate technical and organizational measures.
- **Sensitive Personal Information:** USI processes sensitive personal information only for permitted purposes and does not use it to infer characteristics about California residents.
- **Shine the Light Law:** California residents may annually request information about USI’s disclosures of personal information to third parties for direct marketing purposes. Such requests should include “California Privacy Rights Request” in the subject line and may be submitted electronically via the portal’s support feature, through a designated electronic channel, or by email to support@myunifyai.com.
- **Exercising Privacy Rights:** Requests to exercise privacy rights may be submitted electronically via the portal’s support feature, through a designated electronic channel, or by email as specified. Requests must include sufficient information to verify identity and specify the requested action. USI will acknowledge requests within 10 business days and provide a substantive response within 45 days, extendable to 90 days with notice, with all communications delivered electronically.

3. Other US State-Specific Provisions

- **Virginia Consumer Data Protection Act (VCDPA):** Virginia residents have rights similar to California residents, including access, correction, deletion, and opt-out rights.
- **Connecticut Data Privacy Act (CTDPA):** Connecticut residents have similar rights under CTDPA when effective.
- **Other States:** As additional states enact privacy laws, USI will extend similar protections and update this Attachment accordingly, with all updates and notifications provided electronically via the portal or to the registered email address.

4. Federal Compliance

- **Export Administration Regulations (EAR) and OFAC Sanctions:** All US users must comply with federal export control laws and economic sanctions.
- **Americans with Disabilities Act (ADA):** USI will make reasonable efforts to ensure accessibility in accordance with applicable standards.
- **Gramm-Leach-Bliley Act (GLBA):** Where applicable, USI will implement safeguards for nonpublic personal information.
- **Anti-Slavery and Human Trafficking:** All US users must comply with applicable federal and state laws prohibiting slavery and human trafficking, and warrant electronically that they do not engage in such practices. USI may terminate the agreement if a user is found to be in violation, with notice provided electronically via the portal or to the registered email address.

II. Canada Provisions

- **Anti-Slavery and Human Trafficking:** All Canadian users must comply with applicable federal and provincial laws prohibiting slavery and human trafficking, including the Canadian Modern Slavery Act (Bill S-211, 2024), and, by electronic acceptance via the portal, warrant that they do not engage in such practices. USI may terminate access to the portal and all associated services if a user is found to be in violation, with notice provided electronically via the portal or to the registered email address.

1. Governing Law and Jurisdiction

- For Canadian users, this Agreement is governed by the laws of Ontario, with exclusive jurisdiction in the courts of Ontario. The privacy authority is the Office of the Privacy Commissioner of Canada. Arbitration is subject to local laws and enforceability, and all notices, requests, and communications regarding governing law, jurisdiction, privacy rights, or arbitration must be submitted electronically via the portal's support features or designated electronic channels.

2. PIPEDA Compliance Framework

USI will process personal information of Canadian residents in accordance with PIPEDA's ten fair information principles, and all rights requests, communications, and responses will be managed electronically via the portal or designated support channels: - Accountability - Identifying purposes - Consent - Limiting collection - Limiting use, disclosure, and retention - Accuracy - Safeguards - Openness - Individual access - Challenging compliance

3. Provincial Privacy Laws

- **Quebec (Bill 64/Law 25):** Enhanced consent requirements, mandatory privacy impact assessments, breach notification, and data residency considerations for sensitive information, with all related communications and rights requests managed electronically via the portal.
- **British Columbia PIPA:** Additional protections for BC residents in applicable sectors, with all privacy rights requests and notifications submitted and processed electronically.
- **Alberta PIPA:** Additional protections for Alberta residents in applicable sectors, with all privacy rights requests and notifications submitted and processed electronically.

4. Breach Notification Requirements

- **PIPEDA Breach Notification:** USI will notify the Privacy Commissioner of Canada and affected individuals of breaches meeting statutory thresholds electronically via the portal or to the registered email address, and will maintain breach records accessible to users upon electronic request through the portal.
- **Provincial Breach Notification:** USI will comply with applicable provincial breach notification requirements, with all notifications and communications delivered electronically via the portal or designated support channels.

5. Cross-Border Data Transfers

USI will inform users via the portal of the locations where personal information may be processed or stored, including transfers between Canada and the United States, and will implement appropriate contractual and technical safeguards for such transfers as required by law. Users will be notified electronically via the portal of any material changes to data processing locations or cross-border transfer practices.

6. Anti-Slavery and Human Trafficking Compliance

All Canadian users, by electronic acceptance via the portal, agree to comply with all applicable Canadian federal and provincial laws relating to anti-slavery and human trafficking, including the Canadian Modern Slavery Act (Bill S-211, 2024), as amended from time to time. Users warrant electronically that they do not engage in any activity, practice, or conduct that would constitute an offense under these laws. USI may update this provision via portal notification to reflect future changes in Canadian law, and may terminate access to the portal and services if a user is found to be in violation, with notice provided electronically.

All Canadian users, by electronic acceptance via the portal, agree to comply with all applicable Canadian federal and provincial laws relating to anti-slavery and human trafficking, including the Canadian Modern Slavery Act (Bill S-211, 2024), as amended from time to time. By clicking to accept or continuing to use the portal, you represent and warrant that you do not engage in any activity, practice, or conduct that would constitute an offense under these laws. This provision is included to support ethical business practices, risk management, and client expectations, and may be updated by USI via portal notification or registered email to reflect future changes in Canadian law. USI will implement appropriate contractual protections for transfers of Canadian personal information to the United States, inform individuals of potential foreign government access, and maintain safeguards consistent with PIPEDA requirements. All communications, notifications, and updates regarding anti-slavery and human trafficking compliance will be delivered electronically via the portal or to your registered email address.

6. Language Requirements

For Quebec-based users, USI will make reasonable efforts to provide customer service and key documentation in French upon electronic request submitted via the portal's support feature or designated support email, consistent with applicable language laws.

7. Canadian Consumer Protection

- **Competition Act Compliance:** USI will ensure truthful advertising and fair business practices, with all related inquiries and communications managed electronically via the portal or designated support channels.
- **Anti-Spam Legislation (CASL):** All electronic commercial messages to Canadian recipients will comply with CASL requirements, including proper consent and

unsubscribe mechanisms, and all related requests or opt-outs may be managed through the portal or by electronic communication.

- **Modern Slavery Act (Bill S-211, 2024) Compliance:** USI will comply with the Canadian Modern Slavery Act (Bill S-211, 2024) as applicable, including any reporting or due diligence requirements for large entities, and will update its practices to reflect future changes in Canadian law, with all updates and notifications provided electronically via the portal or to your registered email address.

III. Cross-Border Provisions

1. US-Canada Data Flows

- Data may be processed in either the US or Canada, with appropriate cross-border transfer mechanisms maintained. Users will be informed of data processing locations via the portal or electronic notification.
- USI will cooperate with lawful requests from authorities in both countries while protecting user rights under applicable privacy laws, with all communications and notifications managed electronically via the portal or designated support channels.

2. Currency and Payment

- US users: Charges in US Dollars (USD).
- Canadian users: Charges in Canadian Dollars (CAD) or USD at USI's discretion; exchange rates based on prevailing commercial rates at the time of transaction.
- USI will accept payment methods commonly used in both jurisdictions, including major credit cards, ACH (US), and Interac (Canada) where feasible. All payment method management, billing notifications, and account updates are handled through the portal interface or by electronic communication.

IV. Implementation and Administration

1. Precedence

These jurisdiction-specific provisions supplement and, where applicable, override the main Agreement. In case of conflict, these provisions control for users in the specified jurisdictions. All questions, requests, or communications regarding the application or precedence of these provisions must be submitted electronically via the portal's support feature or designated support email.

2. Partial Invalidity

If any provision in this Attachment is found to be invalid or unenforceable in a particular jurisdiction, such finding will not affect: - The validity of other provisions in this Attachment; - The validity of the same provision in other jurisdictions; - The validity of the main Agreement.

3. Regulatory Updates

USI may update these jurisdiction-specific provisions to reflect changes in applicable laws, new privacy legislation, regulatory guidance, or court decisions. All such updates and related notices will be delivered electronically via the portal interface and/or to your registered email address, in accordance with the online notice procedures specified in the main Agreement.

4. Contact for Jurisdiction-Specific Matters

All inquiries, privacy rights requests, and communications regarding jurisdiction-specific matters should be submitted electronically via the portal's support feature or to the designated support email address provided within the portal. The following contact information is provided for legal compliance or where electronic submission is not feasible:

- **General Inquiries:**

Submit via the portal's support feature or email: support@myunifyai.com
Subject Line: "Jurisdiction-Specific Legal Inquiry – [Your State/Province]"

- **Privacy-Related Inquiries:**

Submit via the portal's support feature or email: support@myunifyai.com
Subject Line: "Privacy Rights Request – [Your State/Province]"

- **Mailing Address (for legal compliance only):**

Unified Systems Intelligence
Attention: Legal Department
7901 4th St N #300
St Petersburg, FL 33702, USA

5. Effective Date and Updates

This Attachment is effective as of the same date as the main Agreement. All updates to this Attachment will be communicated electronically via the portal and/or to your registered email address, following the modification procedures outlined in the Agreement.

This Attachment serves as a comprehensive guide to jurisdiction-specific requirements for USI's operations in the United States and Canada, ensuring compliance with applicable federal, state, and provincial laws while maintaining consistent service delivery across both countries.
