

**1. Service**

Where the Services used by the Customer include AI Features (as defined below), these Service Terms apply.

**2. Definitions and Interpretation**

2.1 In the event of a conflict between these Service Terms and the Agreement (including any agreement between Unit4 and Customer which is not based on Unit4 General Terms of Business), these Service Terms shall prevail.

2.2 The following additional definitions apply:

<b>AI Feature</b>	means a Unit4 machine-based service that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments. Where relevant, use case disclosure information shall be made available by Unit4 from time to time, whether on-line or on request.
<b>AI Law</b>	means any law or regulation applicable to the provision, development, integration or maintenance of AI Features, including the EU AI Act.
<b>EU AI Act</b>	means Regulation (EU) 2024/1689.
<b>Input</b>	means any prompt, data, command or other user input to the AI Features by Customer when using the Services. Input includes the provision by Unit4 of Customer Materials to the AI Features as part of the Services.
<b>Output</b>	means any data, text, content or other output generated from use by Customer of the AI Features that is based on Input.

**3. Use of AI Features**

3.1 The Parties acknowledge and agree that Customer retains ownership of any Input and Output, provided that Unit4 (or, where applicable, the Third Party Provider), will retain all ownership and IPRs in and associated with Unit4 Material, including the AI Features, and derivative works of Unit4 Material contained within Output.

3.2 Subject to clause 7.1 of the General Terms of Business and, unless otherwise agreed, Unit4 shall not use any Input or Output to develop, train or otherwise improve AI Features generally, however, Unit4 will be entitled to use Input and Output solely to improve and enhance the AI Features provided to the Customer.

3.3 The AI Features and Outputs are provided to Customer “as is” and to the fullest extent permitted by law, Unit4 does not provide any guarantees or warranties arising from or in relation to the AI Features or any Outputs. The Output may contain incorrect, biased or nonsensical output. It is Customer’s sole responsibility to: (a) ensure the accuracy and quality of all Input; (b) evaluate whether the Output of any AI Features is appropriate for Customer’s use; and (c) review and verify the Output before using, distributing or relying on it for any purpose.

3.4 Customer is not permitted to use the AI Features or Output to create, train or improve other AI systems or models.

3.5 Unit4 may, from time to time, change the AI Features or add new AI Features to its Services. Where any new AI Feature is added or a material change to an existing AI Feature is made (each a “**Feature Change**”) Customer will be notified in advance giving the Customer the opportunity to object. If Customer does not object in writing within thirty (30) days of notification, Customer is deemed to have accepted the Feature Change. If Customer does object in writing within thirty (30) days of receipt of the notice, Unit4 and Customer will discuss possible resolutions within a reasonable timeframe and without detriment to the Parties and to their compliance with each of their respective obligations set forth in the Agreement. If the Parties are unable to come to an agreement on possible resolutions within a reasonable period of time, which shall not exceed sixty (60) days, Customer may terminate the applicable Services which cannot be provided by Unit4 without the Feature Change.

**4. Unit4 Obligations**

4.1 Unit4 shall not combine or commingle Input or Output with data of any other customer of Unit4 and shall logically segregate Input and Output from all such data of other Unit4 customers.

4.2 Unit4 will not enter any Input or Output in any tooling that allows such data to become part of a publicly searchable database (i.e. generative AI tooling).

4.3 Unit4 shall: (a) comply with AI Law; (b) obtain and will continue to maintain all licenses, consents and permissions necessary for the AI Features; (c) conduct an ethical risk assessment in relation to the AI Features and shall regularly review the same; and (d) incorporate privacy by design and by default into the development and operation of the AI Features.

**5. General**

5.1 Clause 5.5 (Indemnification by Unit4) of the Unit4 General Terms of Business applies to AI Features but not to any Input or Output.

5.2 If a change in Law impacts Unit4’s ability to provide or Customer’s ability to use the AI Features, Unit4 reserves the right to limit or discontinue the AI Features immediately and without notice to Customer.