

# EULA

AI Uniti Pty Ltd · Last updated: 11 May 2026 · Supersedes v1.0 dated 17 January 2026



AI UNITI

**What changed in v2.0.** Version 2.0 reflects AI Uniti's named-user licensing model. Each subscription includes a published number of Named Users with a published per-user uplift beyond. Previous entity-licence language has been replaced where it conflicted with this model. All other terms (intellectual property, confidentiality, liability, governing law) are substantively unchanged.

## 1. Parties

This End User License Agreement (**Agreement**) is between AI Uniti Pty Ltd ACN 694 238 821, Australia (**AI Uniti, we, us**) and the individual or entity using the Software (**Customer, you**).

## 2. Acceptance

By accessing or using the Software, you agree to this Agreement. If you do not agree, do not use the Software. Where the Customer is an entity, the individual accepting on its behalf represents that they have authority to bind that entity.

## 3. Definitions

- **Software** means the Signal and Unite platforms operated by AI Uniti, including agentic AI systems, dashboards, analytics, APIs, AI agents, prompts, workflows, orchestration logic, documentation, updates and enhancements.
- **AI Output** means any content, recommendations or actions generated by the Software.
- **User Data** means data, prompts or inputs you provide.
- **Named User** means a specific natural person, identified by name and unique credentials, who is authorised by the Customer to access the Software under the Customer's subscription.
- **Authorised Users** means, collectively, the Named Users active under the Customer's subscription at any given time, up to the User Cap set out in the Order Form or self-serve checkout (the **Order**).
- **User Cap** means the maximum number of Named Users permitted under the Customer's Order at any time, including the base seats and any per-user uplift seats purchased.
- **Order Form** means the executed order, self-serve checkout confirmation, or written commercial agreement under which the Customer subscribes to the Software, including any quotation accepted by the Customer.
- **Subscription Term** means the period set out in the Order during which the Software is licensed to the Customer.

## 4. Licence Grant

Subject to this Agreement and the Order, AI Uniti grants the Customer a limited, non-exclusive, non-transferable, revocable licence during the Subscription Term to permit its Named Users to access and use the Software for the Customer's internal business purposes only.

The licence is granted on a **per Named User** basis. The number of Named Users authorised to access the Software at any one time must not exceed the User Cap purchased under the Order. Each Named User must access the Software using their own unique credentials. Credentials must not be shared between individuals.

### 4A. Named User administration

#### Designation

The Customer designates Named Users from among its employees and individual contractors who are subject to written confidentiality obligations no less protective than those in this Agreement. Each Named User is bound by the Customer's use of the Software.

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## Reassignment

A Named User seat may be reassigned to another individual where the original Named User has left the Customer's organisation, changed role, or otherwise ceased to require access. Seats must not be reassigned for the purpose of rotating access among more individuals than the User Cap permits.

## Adding or removing users mid-term

The Customer may add Named Users beyond the base seats included in the Order, up to capacity made available by AI Uniti. Additional seats are billed at the per-user uplift rate set out in the Order, prorated to the remaining Subscription Term and consistent with the Billing & Subscription Terms. Removal of Named Users does not reduce committed fees for the current Subscription Term; downward adjustments take effect at renewal.

## Audit of usage

AI Uniti may review system access logs to confirm that active Named Users do not exceed the User Cap. The Customer agrees to cooperate with reasonable verification requests.

## 5. Restrictions

The Customer and its Named Users must not:

- reverse engineer, decompile or copy the Software;
- extract or reconstruct AI models, prompts or workflow logic;
- build competing products using the Software;
- permit access by any individual who is not a designated Named User of the Customer;
- share, sell, sublicense, rent or otherwise transfer credentials or access;
- permit more individuals to access the Software than the current User Cap permits, whether concurrently or sequentially through credential rotation;
- circumvent, bypass or attempt to disable any access control, authentication, rate limit or usage measurement mechanism;
- misuse AI Output; or
- violate applicable laws.

## 6. Intellectual Property

### 6.1 AI Uniti IP

All intellectual property in the Software (including models, prompts, agents, workflows, analytics methodologies, improvements and detection methods) is owned exclusively by AI Uniti. AI Uniti's detection method is the subject of Australian Provisional Patent Application 2026904445. The *AI UNITI* name and logo are trademarks of AI Uniti Pty Ltd (TM 2618432, accepted by IP Australia in February 2026).

### 6.2 User Data

The Customer retains ownership of User Data. The Customer grants AI Uniti a limited licence to process User Data solely to provide and improve the Software.

## 7. AI Output Disclaimer

AI Output is generated automatically, may be inaccurate or incomplete, and must not be relied upon as professional advice. The Customer remains solely responsible for decisions made using AI Output.

## 8. Prohibited Uses of AI Output

The Customer and its Named Users must not use AI Output to:

- impersonate individuals;
- mislead or defraud any person;
- provide regulated advice without qualification;
- breach privacy or data laws.

## 9. Confidentiality

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Each party must keep confidential all non-public information disclosed under this Agreement. The Customer must ensure its Named Users observe equivalent confidentiality obligations.

## 10. Fees, User Cap & Suspension

Use of the Software requires payment of the fees specified in the Order, including any base subscription fee and any per-user uplift for Named Users beyond the base seats. Where the Customer adds Named Users mid-term, the per-user uplift applies on a prorated basis to the remaining Subscription Term.

Failure to pay fees when due, or exceeding the User Cap without authorisation, may result in suspension or termination of access in accordance with the Billing & Subscription Terms. Except as required by law, fees are non-refundable.

## 11. Cancellation

Subscription cancellation and renewal are governed by the Order, the Billing & Subscription Terms, and AI Uniti's Cancellation Policy. Cancellation of the subscription terminates all Named User access at the end of the then-current Subscription Term.

## 12. Termination

AI Uniti may suspend or terminate access immediately for material breach (including credential sharing, exceeding the User Cap without authorisation, or unlawful use), or where continued access creates legal or security risk. Upon termination, the licence granted to the Customer and its Named Users ends.

## 13. Australian Consumer Law

Nothing in this Agreement excludes, restricts or modifies any consumer guarantee under the Australian Consumer Law that cannot be excluded by law. Where permitted, AI Uniti's liability is limited to resupply of services or the cost of resupply.

## 14. UK Mandatory Rights

Nothing in this Agreement limits liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or liabilities that cannot be excluded under UK law.

## 15. Warranties & Disclaimers

To the maximum extent permitted by law, the Software is provided 'as is' and all implied warranties are excluded.

## 16. Limitation of Liability

To the maximum extent permitted by law: AI Uniti has no liability for indirect or consequential loss; total liability is capped at fees paid in the preceding 12 months.

## 17. Indemnity

The Customer indemnifies AI Uniti against claims arising from: misuse of the Software; unlawful AI Output use; credential sharing or User Cap circumvention; breach of this Agreement.

## 18. Governing Law & Jurisdiction

This Agreement is governed by the laws of New South Wales, Australia, excluding conflict of law principles. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any competent appellate courts.

## 19. Entire Agreement

This Agreement, together with the Order and the documents incorporated by the Online Purchase & Subscription Agreement, constitutes the entire agreement regarding the Software.

