

## 1. TERMS AND CONDITIONS APPLICABLE TO DEEDEE AI ASSISTANT

- a. DeeDee AI Assistant (“**DeeDeeAI**”) is a beta product designed to allow Unity Users to leverage artificial intelligence to streamline everyday, low-risk tasks. Via a natural language chat interface, DeeDeeAI will provide responses (that is, “**output**”) algorithmically generated in response to prompts or Content (that is, “**input**”) inputted by Users. Because it is a beta product, it is still undergoing testing and is provided on an all-risk-accepted basis, in exchange for our access to your input and output as more particularly described below. **PLEASE READ THIS SECTION CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION ABOUT OUR USE OF INPUTS AND OUTPUTS, LIMITS AND EXCLUSIONS OF OUR LIABILITY, AND YOUR INDEMNITY OF US.**
- b. DeeDeeAI is not intended for consumer use and should only be used in the business context of an Account Holder. Consumer protections do not apply to you.
- c. The Terms of Use apply fully to DeeDeeAI, except as expressly set out herein, and this Annex A, Section 4 is an integral part thereof hereby incorporated by reference. All capitalized terms not defined in this Annex A, Section 4 will have the meaning ascribed within the Terms of Use. The Terms of Use as amended by this Annex A, Section 4, will be referred to as the “**DeeDeeAI Terms**”, which for greater certainty excludes any other sections of Annex A.
- d. In order for a User to use DeeDeeAI,
  - i. the Administrator from the relevant Account Holder must not have disabled access to DeeDeeAI by its Users, and
  - ii. the User must expressly agree to these DeeDeeAI Terms and confirm a full and complete understanding of the risks and limitations of use of DeeDeeAI.

Notwithstanding this, from time to time, Users, Administrators or Account Holders may be presented with further confirmations, information or consents about the risks and limitations of use, and should in any event from time to time check back with these DeeDeeAI Terms, which will always be linked from the DeeDeeAI interface.

- e. An Account Holder whose Administrator has not disabled access is granted a limited, per-User right and access to use DeeDeeAI for internal use purposes only, subject to all of the limitations of the DeeDeeAI Terms. However, an Administrator may not enable DeeDeeAI on behalf of a User in a manner that has them circumvent the need to comply with Section 4.d.ii above. When a User does so confirm and agree as required thereby, such User is granted a limited, personal right and access to use DeeDeeAI for internal Account Holder purposes only, subject to all of the limitations of the DeeDeeAI Terms.
- f. All of your inputs to DeeDeeAI and any outputs generated are your “Content” under the Terms of Use, which Content belongs to you and for which you remain fully responsible therefor in accordance with the Terms of Use and, without limiting that, Section 8 thereof. In connection with that, however:
  - i. notwithstanding Section 8.3, we have no obligation to provide you with any copy of your input or output into the DeeDeeAI services;
  - ii. notwithstanding Section 8.6 and 8.7 of the Terms of Use, you agree that our right and license to your Content is not limited to the Limited Purpose, but includes all uses permitted by these DeeDeeAI Terms, including those set out in Section 4.g below, and Section 11.3 of the Terms of Use, and is perpetual and irrevocable even after you stop using DeeDeeAI or Unity;

- iii. notwithstanding Section 8.9 of the Terms of Use, we cannot guarantee segregation of your Content from other data when used with respect to DeeDeeAI;
  - iv. notwithstanding Section 8.10 of the Terms of Use, our ability to use your Content (including your inputs and any output generated from it) for the purposes described in Section 8.10 of the Terms of Use is not limited to anonymized or aggregated forms, but includes such Content in raw form;
  - v. notwithstanding Section 9.3, we do not have any obligation to encrypt your input into or output from DeeDeeAI, whether or not it includes personal information, and we do not expect you (And you are strictly forbidden from including) to include any personal information therein unless you have the express consent of the affected individual; and
  - vi. notwithstanding Section 15.2 of the Terms of Use, in addition to all other privacy terms that apply generally to Unity, the privacy amendments set out in Section 5 below apply to DeeDeeAI.
- g. Notwithstanding any of the Terms of Use, Account Holder, on behalf of you, your Users, and your Administrators, accept and agree that:
- i. DeeDeeAI can make mistakes, and also fabricate true-sounding information including case citations and laws that do not exist. Consider checking important information.
  - ii. As DeeDeeAI has not been specifically trained on any legal precedents, case law, or professional information or data, any use of output from DeeDeeAI is at your sole risk and you will not rely on output as a sole source of truth or factual information, or as a substitute for professional advice;
  - iii. All output should be treated as indicative and draft, and you are solely responsible for all output provided by DeeDeeAI including the discharge of any professional obligations of competence, oversight, disclosure, consent or otherwise; and
  - iv. Your inputs should never include any privileged, sensitive or confidential information, nor personal information or Contact Details, for which you do not have fully informed consent and permission to share with Dye & Durham and its Upstream Providers on the DeeDeeAI Terms.
  - v. Your inputs (and any output generated from it) will be used by Dye & Durham of our Upstream Providers to train, deliver, improve, maintain, DeeDeeAI and the services of our Upstream Providers.
- h. Notwithstanding any of the Terms of Use, DeeDeeAI is provided “AS-IS”, “AS-AVAILABLE” and on a limited, voluntary, opt-in, “All-Errors-Accepted” basis. Without limiting any of that, and notwithstanding any of the Terms of Use, except to the extent strictly prohibited by law:
- i. Except strictly to the extent prohibited by law, Dye & Durham and our affiliates and licensors, and any third party service providers used to assist in providing the DeeDeeAI service (collectively, the “**Upstream Providers**”) make no warranties, representations or conditions (express, implied, statutory or otherwise) with respect to DeeDeeAI, and disclaim all warranties, representations and conditions including, but not limited to, warranties, representations or conditions of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, and quiet enjoyment, and any warranties, representations or conditions arising out of any course of dealing or trade usage.
  - ii. Notwithstanding Section 3 of the Terms of Use, we make no representations or warranties about security measures relating to your input, and your content will be made available to Upstream Licensors for the purposes described above (and not just the Limited Purpose) in jurisdictions outside of Canada.

- iii. Unity and its Upstream Providers do not warrant that access or use of DeeDeeAI will be uninterrupted, accurate or error-free, or that any content will be secure or not lost or altered;
  - iv. Neither Dye & Durham nor any Upstream Providers will be liable for any indirect, incidental, special, consequential, or exemplary damages, even if we have been advised of the possibility of such damages, nor any damages for loss of profits, goodwill, use, or data or other losses (whether direct or indirect); and
  - v. Dye & Durham and its Upstream Providers' aggregate liability under for any and all DeeDeeAI use by you, your Users and your Administrators, whether arising from claims brought by third parties or directly to you, your Users and your Administrators, and for any claims or damages under any theory whatsoever, will not exceed the greater of the amount you paid for DeeDeeAI during the 6 months before the liability arose or one hundred Canadian dollars (CDN\$100).
- i. You, the Account Holder, will indemnify and hold harmless Dye & Durham, our Upstream Providers, and our respective personnel from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to any of the Account Holders', Users', or Administrator's use of DeeDeeAI or any violation of these DeeDeeAI Terms.
  - j. Some jurisdictions and states do not allow the above disclaimers or waivers of warranties, conditions, representations or damages, in which case such DeeDeeAI Terms will limit and exclude our responsibilities and liability to the maximum extent permissible in your jurisdiction.
  - k. Without limiting Section 7 of the Terms of Use, you may not use DeeDeeAI to develop any artificial intelligence models that compete with DeeDeeAI or any of our Upstream Providers products and services, except (i) develop artificial intelligence models primarily intended to categorize, classify, or organize data (e.g., embeddings or classifiers), as long as such models are not distributed or made commercially available to third parties and (ii) fine tune models provided as part of DeeDeeAI, to the extent the same is made available to you;
  - l. DeeDeeAI's Upstream Licensors are intended third party beneficiaries of these DeeDeeAI Terms, and and can directly, or where not permitted by applicable law, Dye & Durham may on their behalf, enforce these DeeDeeAI Terms against you.
  - m. The DeeDeeAI Terms constitute the entire agreement between us and you with respect to the use of DeeDeeAI

## **2. ADDITIONAL PRIVACY TERMS APPLICABLE TO DEEDEE AI ASSISTANT**

- a. As set out in more detail in the DeeDeeAI Terms, a DeeDeeAI User has an obligation to only input personal information into DeeDeeAI if the User has obtained meaningful consent from the applicable individual or entity for the collection, use and disclosure of such personal information as defined in applicable Canadian federal and provincial privacy laws.
- b. We will primarily use personal information inputted into DeeDeeAI for the purposes of providing our clients with access to DeeDeeAI; however, we may also use it as set out in our privacy policy and as follows: (i) for the development, enhancement, marketing and/or provision of products and services; (ii) for administrative, data back-up, or processing purposes; (iii) for the purposes of statistical and market analysis; (iv) to train Dee Dee AI and (iv) to meet contractual reporting and audit obligations to suppliers whose products form part of or are otherwise related to DeeDeeAI.
- c. In addition to those disclosures set out in the privacy policy, we may disclose any personal information entered into DeeDeeAI to: (i) our affiliates, partners, suppliers and subcontractors, and Upstream Providers that carry out certain functions for or provide certain services to us; and (ii) any law enforcement authority or regulator having jurisdiction (including, without limitation, your governing law

society), in connection with any investigation by any of them relating to the Account Holder, Administrator or a User's use of DeeDeeAI.

- d. In order to operate effectively, our collection, storage and use of information may involve transfers of personal information from Canada to another country. You acknowledge that it may be necessary for us to transfer personal information to someone in another country. You acknowledge that you have conducted all assessments and complied with all obligations required by Canadian federal and provincial privacy laws and you consent to such transfer.
- e. While we do not guarantee encryption in use of DeeDeeAI, we implement reasonable technological and security safeguards.