

# SemanticMerge Terms of Service

Last Updated: October 26, 2021

Codice Software joined the Unity family of companies in August of 2020 and SemanticMerge is now provided by Unity Technologies ApS (“**Unity**”). Your use of SemanticMerge (as further described below) is subject to the Unity Terms of Service and these Additional Terms governing SemanticMerge (collectively, the “**SemanticMerge Terms**”).

By accessing, purchasing or using SemanticMerge in any manner, you represent and affirm that you have read, understand and agree to be legally bound by and comply with these SemanticMerge Terms. If you do not agree with these SemanticMerge Terms, you are not authorized to use SemanticMerge.

## 1. Use Rights

### 1.1 SemanticMerge

“**SemanticMerge**” means Unity’s “on-prem” software and solutions that provide shared access, integration, communication, auditing, and information services for groups of your Users. SemanticMerge includes any additional materials, revisions, updates and/or upgrades, each as delivered to you by Unity for use with SemanticMerge.

Subject to your compliance with these SemanticMerge Terms and payment of all applicable fees, Unity grants you a limited, non-exclusive, non-transferable, non-sublicensable right during your subscription term to install and execute an “on-prem” version of SemanticMerge solely for your internal use by the number of Users authorized by Unity and so designated in Unity’s systems to develop, share, and distribute your Project Content.

Each subscription to use SemanticMerge is configured by Unity and may be accessed and used by one (1) User on one (1) computer for the permitted purposes set forth in this Section 1.1. Notwithstanding the foregoing, the SemanticMerge client-side module may be installed on a second computer solely for use by the same User assigned that subscription. You may make additional copies of the SemanticMerge client-side and server-side modules as reasonably necessary for your use, provided that the total number of Users does not exceed the total number of Users authorized by Unity and so designated in its systems.

Your subscription to use SemanticMerge may include or be bundled with certain Unity Software, Unity Services, Unity Toolkits, standalone third party software and/or the right to add on other Unity offerings. Access to such entitlements is subject to separate terms and conditions applicable to such entitlements (as stated in Unity’s Terms of Service, on Unity’s Legal Information Page, or as otherwise provided to you by Unity) and may incur additional fees.

Subject to your compliance with these SemanticMerge Terms and ongoing payment of all applicable fees, Unity grants to you a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the “cloud” version of

SemanticMerge as provided in these SemanticMerge Terms solely for your internal use to develop, share, and distribute your Project Content. Any use of the Unity editor (Unity Pro, Unity Plus and Unity Personal) in conjunction with or separate from Services requires a separate, valid agreement between Customer and Unity. No license to use Unity Software is granted or implied by use of SemanticMerge or these SemanticMerge Terms.

Except as otherwise set forth in this Section 1.1, Unity retains all right, title and interest in and to SemanticMerge. Unity reserves all rights not expressly granted to you in these SemanticMerge Terms

## 1.2 Your Project Content

By using SemanticMerge, you grant Unity a limited, worldwide, non-exclusive, transferable, sublicensable, irrevocable right to use, store, reproduce, distribute, and transmit your Project Content for the sole purpose of providing the SemanticMerge service. When you provide information about your Project Content, including server URLs, credentials for source control access, application ID, locally-created builds, platform and provisioning files, you authorize Unity to use that for the purpose of providing the SemanticMerge service, including for automated polling of files to learn whether files have been updated, to determine if a new build should be initiated, or in connection with addressing support inquiries.

You shall be administratively and financially responsible for obtaining any release, consent, license, or other right (collectively "**Consents**") required for Unity to access, copy, modify, and compile the source code or other materials and tools provided by you, and your Project Content. Any costs associated with obtaining Consents are not

included in the fees and are the sole responsibility of you. For clarity, valid Consent for Unity Asset Store content means that you have obtained the appropriate type and number of licenses for each asset included in the Product Content. For more information, please see the Asset Store Terms of Service and End User License Agreement.

## 1.3 SemanticMerge Account Required

In order to use SemanticMerge, you must register for a **"SemanticMerge Account"**. To create a SemanticMerge Account, you will be required to provide certain information, and you will establish a username and a password. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Unity reserves the right to suspend or terminate your account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your account, whether or not you have authorized such activities or actions. You will immediately notify Unity of any unauthorized use of your account.

You may cancel your SemanticMerge Account at any time by selecting "cancel" in your SemanticMerge dashboard or reaching out to your Unity account manager, as applicable. Canceling your SemanticMerge Account does not relieve you of the obligation to pay any and all remaining amounts owing for your existing SemanticMerge subscriptions and use of the cloud service.

## 1.4 Your Users

You may allow your Users to exercise your rights hereunder, provided you have purchased a sufficient quantity of SemanticMerge subscriptions for each individual User. All use of SemanticMerge, including any third party exercise of your rights hereunder, is subject to these SemanticMerge Terms. You remain responsible for any breach of these SemanticMerge Terms by your Users.

# 2. Third Party Software

SemanticMerge may incorporate or be bundled with Third Party Software governed by separate terms, including open source licenses. In such an event, the Third Party Software terms will be identified on this page and incorporated into these SemanticMerge Terms by reference. You agree that you have reviewed and accepted those terms and that your use of SemanticMerge will be deemed acceptance thereof.

# 3. Restrictions

You agree that neither you nor any of your Users will, either directly or indirectly, encourage or engage in any of the following prohibited activities:

- (i) using "web crawlers", bots, or other types of software or hardware technology to download automatically materials from SemanticMerge other than via SemanticMerge's publicly supported interfaces;
- (ii) accessing, searching, or attempting to use any part of SemanticMerge other than via SemanticMerge's publicly supported interfaces;
- (iii) attempting to probe, scan, or test the vulnerability of any part of SemanticMerge Services;
- (iv) abusing referrals or promotions or other activity to get more entitlements than deserved--e.g. more storage or other features/functionality;
- (v) attempting to circumvent any User or storage limits or other license, timing, or use restrictions associated with SemanticMerge, including attempting to remove any component parts of SemanticMerge in order to use them on more than one CPU;
- (vi) breaching, or attempting to breach, any security or authentication measures;
- (vii) using SemanticMerge to provide or assist any content delivery network functionality;
- (viii) selling, reselling, renting, leasing, or otherwise supplying or providing access to any part of SemanticMerge to third parties in contravention of these SemanticMerge Terms;
- (ix) attempting to modify, copy, or create a derivative work of any part of SemanticMerge;

(x) reverse engineering, disassembling, or decompiling any part of SemanticMerge or attempting to derive the source code of any part of SemanticMerge (except to the extent otherwise permitted by applicable law);

(xi) transmitting or storing personal or identifying data or information related to any individual or materials or content unrelated to your Project Content;

(xii) using SemanticMerge in any manner that would violate any law or any intellectual property or privacy/personality right of any person or party;

(xiii) attempting to interfere with or disrupt any network or computer system related to SemanticMerge (e.g., through a virus or by overloading Unity's network infrastructure);

(xiv) disclosing the results of any benchmarking of SemanticMerge, without the prior written consent of Unity;

(xv) accessing SemanticMerge to develop or build a competitive product or service using similar ideas, features, functions, UI, or UX of SemanticMerge;

(xvi) creating Internet "links" to SemanticMerge or the Site that are not associated with, connected, or related to SemanticMerge or the Site; or

(xvii) using SemanticMerge in any way that results in a violation of the Terms applicable to you, including restrictions on the combination or integration of your Project Content developed with one tier of the Unity Software with any of your Project Content developed with another tier.

You acknowledge that Unity reserves the right to immediately suspend or terminate you and your Users' ability to access and use SemanticMerge in the event you or any of your Users violate any of the foregoing restrictions.

## 4. Privacy

By accessing and using SemanticMerge, you expressly acknowledge and accept Unity's Privacy Policy.

Neither you nor Unity will communicate any data to the other in connection with SemanticMerge that constitutes Personal Data of any individual other than of its employees (or you if you are an individual) as necessary under these SemanticMerge Terms.

In the event that you wish to provide Unity with any Personal Data other than as contemplated under this Section 4, then both parties agree to pursue in good faith a "Data Protection Agreement" as required under Data Protection Laws.

The provisions of this Section are without limitation or prejudice to any other remedies provided at law.

## 5. Support



Unity offers various subscriptions to access support and maintenance services for SemanticMerge, which includes ongoing updates to SemanticMerge and other services as set forth in this Section (the “**Support Service**”). Your access to the Support Service is subject to your compliance with these SemanticMerge Terms and payment of all applicable fees.

*General Conditions.* Your Support Service subscription will remain in effect for the initial subscription period, and thereafter will automatically renew for additional, consecutive twelve (12) month periods at the then-current list price unless either party notifies the other of its intent not to renew at least ninety (90) days prior to the end of the current subscription period. Once a renewal subscription period commences, you may add to or upgrade the Support Service you renewed, but you cannot remove, downgrade or cancel any renewed Support Service. If you do not purchase the Support Service for any period and wish to access the latest SemanticMerge update, then you may be required to pay Unity an update fee.

*Scope.* The Support Service assists with queries regarding the installation, configuration, faults, or problems concerning SemanticMerge and includes:

E-mail support. Queries shall be sent by E-mail to the following email address: support@plasticscm.com.

Communication in both English and Spanish.

Access to the SemanticMerge online forums and FAQs.

For all properly submitted support requests, Unity will undertake reasonable efforts to: (a) acknowledge receipt of a support request from a technical services personnel within 2 business days; (b) provide a short status report to you within a reasonable

time; (c) address the support request by providing a remedy (e.g., eliminating the defect in order to bring SemanticMerge into substantial conformity with its applicable documentation, providing updates, or demonstrating how to avoid the effects of the defect with reasonable commercial effort). Each party acknowledges that despite a party's reasonable efforts, not all problems may be solvable. Where on-going investigation is required, you will receive regular updates to your support request. Additionally, such updates may increase or lower the severity of the issue, in which case the frequency of updates will change accordingly.

*Your Responsibilities.* For each support request, you agree to provide the following information: (a) full contact information (name, surname, company name, department, E-mail and telephone number), (b) license or maintenance contract code, and (c) a clear and specific description of the problem or query.

*Limitations.* Unity's obligation to provide the Support Service shall extend only to your Users who have active, valid SemanticMerge subscriptions throughout the Support Service term. Unity will have no obligation to provide the Support Service for problems in the operation or performance of SemanticMerge to the extent caused by a User-Generated Error.

If you engage an authorized Unity partner for first level support, only that partner (and not you) will send support requests and inquiries to Unity.

Further, the Support Service does not assist with the installation or usage of products/services that are not SemanticMerge, including:

- any Operating System,
- any product or tool that may be integrated with SemanticMerge,

- Relational Databases Management Systems, or
- Microsoft Office.

The Support Service does not include travel expenses accumulated by the maintenance service.

To the maximum extent permitted by applicable law, Unity does not warrant or guarantee that the claimed or actual defects or malfunctions in SemanticMerge will in fact be corrected.

## 6. Term and Termination

Subscriptions will remain in effect for the initial subscription period, and thereafter such subscription will automatically renew at the then-current list price and business model, or as otherwise authorized by Unity, unless you terminate and cancel it as described on the Site. For clarity, subscriptions for SemanticMerge are not cancelable during the applicable subscription term and are non-refundable. Upon termination, you must at Unity's option either promptly delete and destroy or return to Unity all copies of SemanticMerge and its component parts in your possession or control, and thereafter such subscription will automatically renew at the then-current list price and business model, or as otherwise authorized by Unity, unless you terminate and cancel it as described on the Site.

Unity will have the right in its sole discretion, upon prior notice to you, to suspend or disable your SemanticMerge Account or terminate the Agreement and/or your right or ability to access or use SemanticMerge if you do not provide a valid payment method or your payment method does not work.

Unity will provide you with at least thirty (30) days' notice of any material changes to these SemanticMerge Terms. Your continued use of SemanticMerge after the effective date of any such change means that you accept and agree to such changes. If you do not agree, you may discontinue use of SemanticMerge after the effective date. See Section 1.3 (SemanticMerge Account Required) if you wish to permanently terminate your SemanticMerge Account. You understand and acknowledge that you and your Users' ability to access and use your SemanticMerge Account, SemanticMerge, and your Project Content will cease once your SemanticMerge Account or your Unity Account is terminated or suspended, and Unity may immediately delete your Project Content at such time. Unity will not be liable to you or any third party in connection with any such termination or the deletion of your Project Content. Deletion of your SemanticMerge Account will not delete your Unity Account or other Unity service accounts. Furthermore, Unity will have no obligation to maintain any information stored in our databases related to your SemanticMerge Account.

## 7. Feedback

You are not required to provide Feedback to us, but in the event you do so, Unity will own the Feedback. You irrevocably assign to Unity all right, title and interest

(including all intellectual property and proprietary rights) in and to any Feedback, which Unity, its affiliates and licensees may exploit without restriction.

## 8. Definitions

**“Consent”** has the meaning set forth in Section 1.2.

**“Data Protection Laws”** mean any data protection laws applicable to Processing of Personal Data, including, without limitation, the EU “General Data Protection Regulation” and all privacy and security laws, rules, and regulations of any applicable jurisdiction, including those in which your or Unity's products or services are provided or rendered, or in which a party has offices.

**“Feedback”** as used in these SemanticMerge Terms means any suggestions or other feedback you provide to Unity or its affiliates regarding improvements to or additional features or functionality for SemanticMerge, including suggestions and feedback you post to the Site or other forums or properties owned or maintained by Unity.

**“Personal Data”** (aka personal information) has the meaning set out in the Data Protection Laws.

**“SemanticMerge”** has the meaning set forth in Section 1.1

**“Processing”** has the meaning set out in the Data Protection Laws

**“Project Content”** means games, applications, software, and all computer files, text, graphics, images, music, audio, video, information, data and other materials or

content that you or any of your Users upload, store, or transmit to the SemanticMerge service.

**“Support Service”** has the meaning set forth above in Section 6.

**“User-Generated Error”** means problems in the operation or performance of SemanticMerge to the extent caused by any of the following: (a) third party software or hardware products, or use of SemanticMerge in conjunction therewith, or (b) your use of SemanticMerge other than as authorized herein.

**“Users”** as used in these SemanticMerge Terms means you, your employees, employees of your affiliated entities, third-party contractors, or others otherwise acting on your behalf who require access to SemanticMerge in the course of developing, maintaining and releasing Project Content.