

AI Features Addendum

This AI Features Addendum (this “**Addendum**”) is made effective as of the date of the customer, including the Account Holder (under the Terms of Service) or Company (under Embedded Edition Agreement or Managed Service Agreement) (each as applicable, “**Account Holder**”) first use of the AI Features (the “**Effective Date**”) between Account Holder and Workato, Inc (“**Workato**”). This Addendum forms part of the Order Form pursuant to the Terms of Service or Embedded Edition Agreement between the parties (together, the “**Agreement**”) and governs Account Holder’s rights and obligations with respect to its use of certain optional features of the Workato Platform or Workato’s websites involving use of artificial intelligence, machine learning, or similar technologies provided by Workato and/or its licensors (the “**AI Features**”). Capitalized terms not defined shall have the meaning as set forth in the Agreement. In the event of a conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall control for the subject matter herein. The parties agree as follows:

1. General. Account Holder may provide information, data or input to be processed by the AI Features (“**Input**”), and receive suggestions or output generated and returned by the AI Features based on the Input (“**Suggestions**”). Input and Suggestions are collectively “**Content**”. As between the parties and to the extent permitted by applicable law, Account Holder owns all Content, provided that Account Holder acknowledges and agrees that any Suggestions provided herein may be the same or similar to the suggestions provided to other Users, and that such suggestions provided to other Users will not be owned by Account Holder.

(a) Account Holder (i) will not use the AI Features and Content in violation of the Agreement and this Addendum, rights of any third party, any applicable law or other requirements provided by Workato, including using the AI Features to develop foundation models or other large-scale models that compete with Workato or the AI Features, or misleading any person that the Suggestions were human-generated; (ii) is solely responsible for the development, operation, maintenance, and use of the Content; (iii) agrees that Account Holder will defend, indemnify and hold harmless Workato from all third party claims arising from its use of the AI Features in violation of the Agreement, this Addendum, or any Input, the Recipes or Connectors created by Account Holder using the AI Features infringe or misappropriate such third party’s intellectual property rights, proprietary rights or any applicable law; (iv) hereby instructs Workato to process the Content in accordance with this Addendum, including processing the Content to Workato’s subprocessors or providers related to the AI Features; (v) acknowledges and agrees that if it uses any Third-Party Applications to process the Content, it is solely responsible for complying with the applicable terms and conditions and privacy policy of the Third-Party Applications and for its use of such Third-Party Applications; and (vi) acknowledges and agrees that the AI Features are not performed by a human and the Output is not human-generated.

(b) Workato (i) does not claim any ownership of the Content; (ii) will use the Content as necessary to provide and maintain the AI Features and the Workato Platform (including transmitting the Input to and receiving the Suggestions from its service providers, if applicable), comply with applicable law, and enforce its policies relating to safety and security; and (iii) shall not be responsible for the accuracy, quality and legality of the Suggestions, and does not provide any warranty or indemnity obligation for Account Holder’s use of the AI Features and Suggestions.

Artificial intelligence and machine learning models can improve over time to better address specific use cases. Workato may compile statistical and technical Usage Data collected from the use of AI Features or use Feedback voluntarily provided by Account Holder such as by labeling the Suggestions with a thumbs up or thumbs down, in accordance with the Agreement or Account Holder’s permission.

2. AI Features Used in Account Holder’s Integrations.

Solely to the extent that, For Account Holder’s use of the AI Features in its processing of Account Holder Data within the Recipes, for example, to carry out certain actions across software applications, such as AI by Workato, this Section 2 will apply, and Section 4 will not apply. The parties acknowledge and agree that:

(a) The Content shall be considered as Account Holder Data and such data shall be treated as specified in the Agreement, and in particular, will not be subject to use for Workato’s internal purposes, including for AI training or machine learning; and

(b) Account Holder may in its sole discretion process Personal Data in such AI Features in compliance with applicable law, including applicable data protection or privacy law.

3. AI Features related to AI Assistants.

Notwithstanding Section 2, for Account Holder's use of specialized digital solutions or applications designed to perform specific tasks based on custom instructions and domain expertise that are interacting with Account Holder's business applications and systems, such as WorkGenie and other specialized solutions or applications (together, the "AI Assistants"), this Section 3 will apply, and Sections 2 and 4 will not apply. The parties acknowledge and agree that:

(a) The Content and Account Holder Data processed within AI Assistants, whether in a Recipe, Connector, integration, or other feature within the Workato Platform, may be used for the purposes of improving customized AI Features used only by Account Holder, including implementing, operating, maintaining and improving (including training and machine learning) only for Account Holder's use of AI Features.

(b) For clarity, the Content will not be used to train or improve any models and features used by other users, and is not available to other customers.

4. Other AI Features to Interact with the Workato Platform or Websites.

For Account Holder's use of other AI Features to interact with the Workato Platform or Workato's website in order to enhance or personalize interaction and user experience of the Workato Platform or Workato's website, for example, to configure or generate artifacts within its Account, to build any Recipes and Connectors such as through copilots, to receive advice or recommendations on automations or integrations, or to customize relevant features, this Section 4 will apply. The parties acknowledge and agree that:

(a) Account Holder will not provide any Personal Data in its use of the AI Features or include any Personal Data in the Input;

(b) Workato may collect, process, store and use the Content (which means the Input and Suggestions as defined in Section 1) for the purposes of implementing, operating, maintaining and improving (including training and machine learning of) the Workato Platform and AI Features during and after the Term; and

(c) Any Recipes and Connectors created by Account Holder using the AI Features will be governed by the Agreement.

5. Miscellaneous.

(a) Account Holder acknowledges and agrees that Workato may use subprocessors to provide AI Features, as currently disclosed at <https://www.workato.com/legal/sub-processors>, and that Account Holder is solely responsible for ensuring that all notices have been given to, and consents and rights have been obtained from, the relevant individuals and any other party as may be required for the processing under this Addendum.

(b) Workato may update the terms of this Addendum via updating the terms at <https://www.workato.com/legal/ai-feature-addendum>. By accessing the AI Features, Account Holder agrees to the updates to such terms.

(c) Where available and applicable, Account Holder may allow its authorized users, including its Personnel or Customers (as defined and if allowed in the Embedded Edition Agreement), to use the AI Features on Account Holder's behalf or through Account Holder's Account, subject to such authorized users' compliance with the terms of this Addendum. Account Holder shall ensure that all such authorized users are legally bound by the terms and conditions of this Addendum and Account Holder agrees that it will be responsible for such authorized users' use of the AI Features.

(d) For clarity, Account Holder may choose to use its own AI models instead of Workato's AI Features. In this case, this Addendum shall not apply, and such AI models are considered as Third-Party Applications under the Agreement. Account Holder is solely responsible for negotiating, agreeing to, and complying with the applicable terms and conditions, including the usage, training, and retention with the providers of such AI models.