

# END CUSTOMER TERMS OF USE

THIS END CUSTOMER TERMS OF USE (“TERMS OF USE”) GOVERN CUSTOMER’S PURCHASE AND USE OF THE MOVEWORKS PRODUCTS. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE MOVEWORKS PRODUCTS.

These Terms of Use were last updated on March 1, 2024.

These Terms of Use govern Customer’s use of the Moveworks Product and are deemed incorporated by reference into the agreement between Customer and Reseller pursuant to which Reseller is reselling the Moveworks Product to Customer.

## Background

Moveworks has developed and makes available a SaaS-based artificial intelligence (AI) product that uses machine learning, conversational-AI and process automation to resolve employee service issues (the “Moveworks Product”). Customer desires to use the Moveworks Product to augment its existing employee service helpdesk.

### 1. DEFINITIONS

The following terms, when used in this Terms of Use will have the following meanings:

“**Affiliates**” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with the subject entity, so long as such Control exists. For the purposes of this definition, “**Control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Confidential Information**” means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Moveworks includes the Moveworks Product; and Confidential Information of each party includes the terms and conditions of this Terms of Use and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, “Confidential Information” will not include any information which (a) is in the public domain through no fault of receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

“**Customer Data**” means electronic data and information submitted by or for Customer to the Moveworks Product.

“**Documentation**” means the applicable printed and digital instructions, usage guides and policies, on-line help files, technical documentation and user manuals, as updated from time to time made available by Moveworks for the applicable Moveworks Product.

“**Order Form**” means an order form, quote or other similar document executed by Customer and Reseller, including any addenda and supplements thereto that sets forth the specific Moveworks Product being deployed by the Customer and that references this Terms of Use.

“**Moveworks**” mean Moveworks, Inc., a Delaware corporation with its principal place of business at 211 Hope Street, #309 Mountain View, CA 9404.

“**Moveworks Product**” means the products and services that are ordered by Customer under an Order Form and made generally available by Moveworks, , as described in the Documentation. “Moveworks Products” excludes Reseller’s products and services.

“**Reseller**” means the entity that has contracted directly with Moveworks to resell Moveworks Product to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to Moveworks Product.

## 2. MOVEWORKS PRODUCT

2.1 Provision of Moveworks Product. Subject to the terms and conditions of this Terms of Use, Moveworks will make the Moveworks Product available to Customer pursuant to this Terms of Use and the applicable Order Form, and hereby grants Customer a non-exclusive right to access and use the Moveworks Product to augment its internal employee service helpdesk.

2.2 Data Security. Moveworks will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation and Exhibit A designed to (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data (other than by Customer or users). Moveworks’ security safeguards include measures for preventing unauthorized access, unauthorized use, unauthorized modifications or disclosure of Customer Data by Moveworks personnel. Moveworks will not materially diminish the protections provided in this Section during the applicable subscription term under this Terms of Use.

2.3 Customer Limitations. The rights granted herein are subject to the following restrictions (the “**Access Restrictions**”). Customer will not directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, copy, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code of the Moveworks Product or any part, feature, function or user interface thereof; (b) attempt to probe, scan or test the vulnerability of the Moveworks Product, breach the security or authentication measures of the Moveworks Product without proper authorization or willfully render any part of the Moveworks Product unusable or interfere with or disrupt the integrity or performance of any Moveworks Product or third-party data contained therein; (c) use or access the Moveworks Product to develop a product or service that is competitive with Moveworks’ products or Product or engage in competitive analysis or benchmarking build a product or service using similar ideas, features, functions or graphics of the Moveworks Product, copy any ideas, features, functions or graphics of the Service, or determine whether the Moveworks Product are within the scope of any patent; (d) transfer, distribute, sell, resell, rent, lease, license, sublicense, or assign Moveworks Product or otherwise offer the Moveworks Product on a standalone basis or include any Moveworks Product in a service bureau or outsourcing offering; (e) otherwise use the Moveworks Product outside the scope expressly permitted hereunder and in the applicable Order Form; (f) frame or mirror any part of any Moveworks Product, other than framing on Customer’s own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; (g) make any Moveworks Product available to

anyone other than Customer or Users, or use any Moveworks Product for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation; (h) use a Moveworks Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (i) use a Moveworks Product to store or transmit Malicious Code; (j) attempt to gain unauthorized access to any Moveworks Product or its related systems or networks; (k) permit direct or indirect access to or use of any Moveworks Product in a way that circumvents a contractual usage limit, or use any Moveworks Product to access, copy or use any of Moveworks intellectual property except as permitted under this Terms of Use, an Order Form, or the Documentation.

2.4 Fees and Payments. Fees are set out in the Order Form. If Customer makes its purchases through a Reseller, it will pay all applicable amounts directly to the Reseller, and Customer's order details (e.g., products, scope of use and commercial terms) will be as stated in the Order Form placed by Reseller with Moveworks on Customer's behalf. Unless Moveworks specifies otherwise, for any purchases made through a Reseller, the Reseller will be responsible for issuing any refunds owed to Customer under this Terms of Use.

### **3. CUSTOMER RESPONSIBILITIES.**

3.1 Cooperation. Customer acknowledges that Moveworks' provision of the Moveworks Product is dependent on Customer providing all reasonably required cooperation (including the prompt provision of access to Customer's applications (including, where necessary, any application programming interfaces made available to Customer from the application vendor), software systems, personnel, cooperation and materials as reasonably required and any other access as may be specified in the applicable Order Form), and Customer will provide all such cooperation in a diligent and timely manner.

3.2 User Management. Customer will (i) be responsible for all use of the Moveworks Product under its account (whether or not authorized) in accordance with this Terms of Use, Documentation, Order Forms and applicable laws and government regulations, (ii) be responsible for users' compliance with this Terms of Use, Documentation and Order Forms, (iii) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Moveworks Product and notify Moveworks promptly of any such unauthorized access or use and (v) be responsible for obtaining, maintaining and the interoperation of any equipment, software and ancillary services needed to connect to, access or otherwise use the Moveworks Product, including as set forth in the Documentation. Customer will be solely responsible for its failure to maintain such equipment, software and services, and Moveworks will have no liability for such failure (including under any service level agreement, if applicable). In addition, Customer will be responsible for ensuring that its systems (e.g., APIs) have sufficient bandwidth to use the Moveworks Product.

3.3 Sensitive Information. Customer will not use the Moveworks Product to transmit or provide to Moveworks or the Moveworks Product any financial or medical information of any nature, or any sensitive personal data (e.g., social security numbers, driver's license numbers, birth dates, personal bank account numbers, passport or visa numbers and credit card numbers).

### **4. PROPRIETARY RIGHTS AND USE RIGHTS**

4.1 Proprietary Rights. As between the parties, Moveworks exclusively owns all right, title and interest in and to the Moveworks Product and Moveworks' Confidential Information, and subject to the limited license granted herein, Customer exclusively owns all right, title and interest in and to the Customer Data and Customer's Confidential Information.

4.2 License by Customer to Moveworks. Customer grants Moveworks, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any program code created by or for Customer using a Moveworks Product or for use by Customer with the Moveworks Product and Customer Data, each as necessary for Moveworks to provide and ensure proper operation of, the Moveworks Product and associated systems in accordance with this Terms of Use.

4.3 Right to use Avatar Bot. Customer agrees that Moveworks may display and use any avatar bot developed to facilitate the use of the Moveworks Products (“Avatar Bot”), including displaying/using the Avatar Bot in any print, digital, website, brochures and as an image displayed in the Moveworks’ corporate offices or animations on Moveworks’ website.

4.4 Feedback. Customer may from time to time provide Moveworks suggestions or comments for enhancements or improvements, new features or functionality or other feedback (“Feedback”) with respect to the Moveworks Product. Moveworks will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. Moveworks will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

4.5 Machine Learning. Customer acknowledges that a fundamental component of the Moveworks Product is the use of machine learning for the purpose of improving and providing Moveworks’ products and services. Notwithstanding anything to the contrary, Customer agrees that Moveworks is hereby granted the right to use (during and after the term hereof) employee service helpdesk ticket information submitted hereunder to train its algorithms internally through machine learning techniques for such purpose.

4.6 Performance Metrics. Customer further agrees that Moveworks has the right to aggregate, collect and analyze data and other information relating to the performance of the Moveworks Product and shall be free (during and after the term hereof) to (i) use such data and other information to train and improve Moveworks’ products and services, and (ii) disclose such data and other information solely in an aggregated and anonymized format that does not identify Customer or any individual.

## 5. CONFIDENTIALITY

5.1 Confidentiality. Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party’s prior written consent, except as otherwise permitted hereunder and (ii) not use any Confidential Information of the disclosing party for any purpose outside the scope of this Terms of Use. Either party may disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations not materially less protective of the Confidential Information than those herein; and (b) as required by law, in which case the receiving party will provide the disclosing party with prior written notification thereof (to the extent legally permitted), will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Neither party will disclose the terms of this Terms of Use to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors or acquirers. In the event of actual or threatened breach of the provisions of this Section or the Access Restrictions, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Terms of Use.

## 6. WARRANTIES AND DISCLAIMERS

6.1 AS BETWEEN MOVEWORKS AND CUSTOMER, MOVEWORKS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT THE MOVEWORKS PRODUCT IS BASED ON PREDICTIVE STATISTICAL MODELS, AND ARE INTENDED TO AUGMENT THE EFFICIENCY OF, BUT NOT REPLACE CUSTOMER’S IT HELPDESK. THE MOVEWORKS PRODUCT MAY CONTAIN BUGS, MAKE ERRORS OR MISINTERPRET EMPLOYEE SERVICE ISSUES, AND IN SUCH CASES MOVEWORKS CAN DISENGAGE ANY FUNCTIONALITY OF THE MOVEWORKS PRODUCT AT CUSTOMER’S REQUEST. MOVEWORKS DOES NOT REPRESENT OR WARRANT THAT ANY OR ALL IT HELPDESK TICKETS WILL BE RESOLVED OR THAT HUMAN INTERVENTION WILL NOT BE REQUIRED TO RESOLVE AN EMPLOYEE SERVICE HELPDESK TICKET.

6.2 BETA PRODUCTS. FROM TIME TO TIME, CUSTOMER MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH MOVEWORKS WHERE CUSTOMER GETS TO USE ALPHA OR BETA PRODUCTS, FEATURES OR DOCUMENTATION (COLLECTIVELY, “BETA PRODUCTS”) OFFERED BY MOVEWORKS. THE BETA PRODUCTS ARE NOT GENERALLY AVAILABLE AND ARE PROVIDED “AS IS” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. MOVEWORKS DOES NOT PROVIDE ANY INDEMNITIES, SERVICE LEVEL COMMITMENTS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION THERETO. CUSTOMER OR MOVEWORKS MAY TERMINATE CUSTOMER’S ACCESS TO THE BETA PRODUCTS AT ANY TIME.

## 7. INDEMNIFICATION

7.1 Indemnification by Customer. Customer will defend Moveworks against any Claim made or brought against Moveworks by a third party arising out of claim in whole or in part by (A) Moveworks compliance with designs, configurations, guidelines, plans or specifications provided by Customer; (B) use of the Moveworks Product by Customer not in accordance with this Terms of Use or Documentation; (C) modification of the Moveworks Product by any party other than Moveworks without Moveworks’ express consent; (D) Customer Data or Customer Confidential Information; (E) the combination, operation or use of the Moveworks Product with other applications, software, hardware, data, processes, portions of applications, product(s) or services where the Moveworks Product would not by itself be infringing (collectively “Claim”), and Customer will indemnify Moveworks for any damages, attorney fees and costs finally awarded against (or any settlement approved by Customer) Moveworks in connection with any such Claim; provided that (a) Moveworks will promptly notify Customer of such Claim, (b) Customer will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Customer may not settle any Claim without Moveworks’ prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Moveworks of all liability) and (c) Moveworks reasonably cooperates with Customer in connection therewith.

## 8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL MOVEWORKS HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER’S PURCHASE OR USE OF THE

MOVEWORKS PRODUCT PURSUANT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. TERMINATION

9.1 Termination of the Moveworks Product. Customer's use of the Moveworks Product may be immediately terminated and/or suspended, at Moveworks' option, upon notice due to: (a) a breach of the terms of these Terms of Use, the Documentation or Order Forms by Customer or any user; or (b) a breach by Reseller of its payment obligations to Moveworks with respect to the subscriptions it is reselling to Customer in connection with these Terms of Use.

9.2 Termination of Reseller's Terms of Use with Moveworks. Following any termination or expiration of Reseller's agreement with Moveworks authorizing Reseller to resell the Moveworks Product, each Customer subscription to the Moveworks Product outstanding at the time of such termination or expiration ("**Existing Order**") shall remain in effect until the end of its subscription term, and shall continue to be governed by these Terms of Use, provided that Customer is not in breach of these Terms of Use and Moveworks has received all payments due in connection with such Existing Orders. Except as provided herein, following a termination or expiration of Reseller's agreement with Moveworks, Moveworks is under no obligation to provide the Moveworks Product directly to Customer, or to assume a direct contractual relationship with Customer.

9.3 No Refunds upon Termination. In no case will any termination, expiration, or suspension of the Moveworks Product, these Terms of Use, or Reseller's agreement with Moveworks give rise to any liability of Moveworks to Customer for refunds or damages.

9.4 Deletion of Customer Data. Customer has up to thirty (30) days after contract expiration or termination to request that Moveworks delete Customer Data. Unless the parties agree in writing, Moveworks will not be obligated to retain any Customer Data more than thirty (30) days after termination of this Terms of Use.

9.5 Survival. Upon termination of this Terms of Use all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including the Access Restrictions and terms and conditions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability and termination and the general provisions below.

## 10. GENERAL

10.1 Insurance. Moveworks shall, during the term of this Terms of Use, maintain in force the following insurance coverage at its own cost and expense: (a) Statutory Worker's Compensation and Employer's Liability as required by state law with a minimum limit of \$1,000,000 each accident / \$1,000,000 each disease / \$1,000,000 policy limit per occurrence, Disability and Unemployment Insurance, and all other insurance as required by law, including Employer's Liability Insurance with limits of no less than \$1,000,000 per occurrence, or any amount required by applicable law, whichever is greater; (b) Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, broad form property damage, contractual liability, independent contractors and personal liability, with a

minimum combined single limit of \$1,000,000 per occurrence, naming Customer as an additional insureds; and (c) Professional Errors and Omissions coverage covering the Moveworks Product, with coverage limits of not less than \$2,000,000 per claim or per occurrence/\$2,000,000 aggregate, placed either on an “occurrence” basis or on a “claims made” basis.

10.2 Export Compliance. Each party will comply with the export laws and regulations of the United States, European Union and other applicable jurisdictions in providing and using the Moveworks Product.

10.3 Publicity. Customer agrees that Moveworks may refer to Customer’s name, logos, marks, trade names and trademarks in Moveworks’ marketing materials, website and publicly available customer lists and may issue a press release regarding Customer’s purchase of the Moveworks Products. The content of any such press release shall be subject to Customer’s prior written approval, and such consent shall not to be unreasonably withheld or delayed. Customer agrees to serve as a customer reference for Moveworks within six months from the go-live date of the Moveworks Products purchased by the Customer which may include a case study, media placement, video testimonial, customer blog, webinar or speaking event, upon Moveworks’ reasonable request.

10.4 Waiver. No failure or delay by Moveworks in exercising any right under this Terms of Use will constitute a waiver of that right.

10.5 Third Party Beneficiary. Moveworks is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to this Terms of Use. Moveworks may contact Customer regarding new Moveworks service features and offerings.

10.6 Notice. Any notices that Moveworks is required to provide to customers under the Documentation shall be provided by Moveworks to the Reseller or Customer as determined by Moveworks in its sole discretion based on the circumstances and designated contact information for notices available to Moveworks in the Moveworks Product.

10.7 Order of Precedence. With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between this Terms of Use and any other terms or conditions in Customer’s agreement or order form with Reseller, this Terms of Use shall prevail.

10.8 Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control (“**Force Majeure Event**”), including but not limited to earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree. Each party shall use reasonable efforts to mitigate the effect of a Force Majeure Event.

10.9 Government Terms. Moveworks provides the Moveworks Product, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Terms of Use. If Customer (or any of its customers) is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Moveworks Product, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Terms of Use. All other use is prohibited and no rights than those provided in this Terms of Use are conferred. The Moveworks Product was developed fully at private expense.

10.10 Interpretation. For purposes hereof, “including” means “including without limitation”. Titles and headings of sections of this Terms of Use are for convenience only and shall not affect the construction of any provision of this Terms of Use.

10.11 Entire Agreement. This Terms of Use (which includes the Documentation, and any exhibits attached hereto) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. Resellers or other third parties are not authorized to modify this Terms of Use or make commitments on Moveworks' behalf and any such modifications or commitments are not binding on Moveworks. No oral or written information or advice given by Moveworks, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Terms of Use.



## Exhibit A

### MOVEWORKS, INC. DATA SECURITY REQUIREMENTS

Moveworks maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Moveworks' business; (b) the type of information that Moveworks will store; and (c) the need for security and confidentiality of such information.

Moveworks' security program includes:

1. **Security Awareness and Training.** A mandatory security awareness and training program for all members of Moveworks' workforce (including management), which includes:
  - Training on how to implement and comply with its Information Security Program; and
  - Promoting a culture of security awareness through periodic communications from senior management with employees.
2. **Access Controls.** Policies, procedures, and logical controls:
  - To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
  - To prevent those workforce members and others who should not have access from obtaining access; and
  - To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security.** Controls that provide reasonable assurance that access to physical servers at the production data center, if applicable, is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls are implemented by Amazon Web Services (AWS) and they are listed here: <https://aws.amazon.com/compliance/data-center/controls/> . Specific to Moveworks:
  - Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
  - Camera surveillance systems at critical internal and external entry points to the data center, with retention of data per legal or compliance requirements;
  - Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
  - Redundant power supply modules and backup generators that provide backup power in the event of an electrical failure, 24 hours a day.
4. **Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any Security Breach. Such procedures include:
  - Roles and responsibilities: formation of an internal incident response team with a response leader;
  - Investigation: assessing the risk the incident poses and determining who may be affected;
  - Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data;
  - Recordkeeping: keeping a record of what was done and by whom to help in later analysis and possible legal action; and

- Audit: conducting and documenting root cause analysis and remediation plan.
5. **Contingency Planning.** Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:
    - Data Backups: A policy for performing periodic backups of production data sources, as applicable, according to a defined schedule;
    - Disaster Recovery: A formal disaster recovery plan for the production data center, including:
      - Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and
      - A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
    - Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
  6. **Audit Controls.** Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information.
  7. **Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.
  8. **Storage and Transmission Security.** Security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.
  9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Customer Data, taking into account available technology so that Customer Data cannot be practicably read or reconstructed.
  10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of Moveworks' security program, including:
    - Designating a security official with overall responsibility;
    - Defining security roles and responsibilities for individuals with security responsibilities; and
    - Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.
  11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Where applicable, such testing includes :
    - Internal risk assessments;
    - ISO 27001 and ISO 27018 certifications (in progress); and
    - Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports (or industry-standard successor reports).
  12. **Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
    - Reviewing changes affecting systems handling authentication, authorization, and auditing;
    - Reviewing privileged access to Moveworks production systems; and

- Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.

**13. Change and Configuration Management.** Maintaining policies and procedures for managing changes Moveworks makes to production systems, applications, and databases. Such policies and procedures include:

- process for documenting, testing and approving the patching and maintenance of the Moveworks Product;
- A security patching process that requires patching systems in a timely manner based on a risk analysis; and
- A process for Moveworks to utilize a third party to conduct application level security assessments. These assessments generally include testing, where applicable, for:
  - Cross-site request forgery
  - Services scanning
  - Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
  - XML and SOAP attacks
    - o Weak session management
    - o Data validation flaws and data model constraint inconsistencies
    - o Insufficient authentication
    - o Insufficient authorization

**14. Program Adjustments.** Monitoring, evaluating, and adjusting, as appropriate, the security program in light of:

- Any relevant changes in technology and any internal or external threats to Moveworks or the Customer Data;
- Security and data privacy regulations applicable to Moveworks; and
- Moveworks' own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

**15. Devices** – Ensuring that all laptop and desktop computing devices utilized by Moveworks and any subcontractors when accessing Customer Data:

- will be equipped with a minimum of AES 128-bit full hard disk drive encryption;
- will have up to date virus and malware detection and prevention software installed with virus definitions updated on a regular basis; and
- will maintain virus and malware detection and prevention software so as to remain on a supported release. This will include, but not be limited to, promptly implementing any applicable security-related enhancement or fix made available by the supplier of such software.