

**MOVEWORKS, INC.**  
**PARTNER PLATFORM TERMS**

Last modified: November 6, 2024

Moveworks, Inc. (“**Moveworks**”, “**we**”, “**us**”, or “**our**”) has made these Partner Platform Terms (the “**Agreement**”) available to explain the terms and conditions by which you may access and use Moveworks services and the partner platform for purposes of demonstrating product functionality to end user customers. You (“**Partner**”) must read this Agreement carefully as it governs both your use of the Services (defined below) and the terms and conditions which must be adhered to when demonstrating product functionality and using the Services (defined below).

By accessing or using the demo environment, partner platform or other Moveworks products (collectively, “**Partner Platform**”), or by clicking to accept or agree to this Agreement when this option is available to you, you represent that you have read and understood, and agree to be bound by this Agreement, the Acceptable Use Policy (“**AUP**”) found at [MW AUP](#) and Privacy Policy, found at [MW Privacy Policy](#), incorporated herein by reference. This Agreement is also subject to any other reseller or partner agreement between you and Moveworks.

**Recitals**

Moveworks is in the business of producing and selling the Moveworks products and services (“**Services**”)

Partner is in the business of marketing and/or reselling the Services as authorized by Moveworks under a separate agreement between the parties.

In this course of marketing and/or reselling Services, Partner is authorized to demonstrate the Services to end user customers, if and only if, they comply with the terms within this Agreement. Partners are only authorized to demonstrate the Services to the prospective user approved by Moveworks.

In consideration of the mutual covenants, terms and conditions set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Services**

**Moveworks Services.** Moveworks provides an AI copilot that automates employee support using generative AI that allows you to (i) upload documents and other supported content (“**Input**”) and (ii) query such Input and generate new content and information based on such Input (“**Output**”). We are constantly improving our Services. You agree and acknowledge that our Services and the Partner Platform are subject to modification and change, including but not limited to the algorithms and methods used to generate the Output, and the features available to you.

**Use of the Partner Platform.** You may access, and we grant you a non-exclusive right to use, the Partner Platform in accordance with this Agreement solely for internal testing and demonstration purposes to the prospective user approved by Moveworks. You will comply with this Agreement and all applicable laws when using the Partner Platform. We and our affiliates own all rights, title, and interest in and to the Services and Partner Platform, including the underlying technology and intellectual property rights therein. Partner shall not transfer Services and/or the

Partner Platform to a third party. Partners are only authorized to use the Partner Platform for the purpose of demonstrating the Services to the prospective user. Any use by Partner contrary to the foregoing is prohibited.

Content and Ownership. As between You and Moveworks, You retain ownership of all Input you provide to the Services utilized within the Partner Platform. All output generated using the Services within the Partner Platform (“**Derivative Output**”) remains the property of Moveworks. During and after the term of this Agreement, Moveworks may use your Derivative Output/Input to develop and improve our products and services (including to improve and train our AI models), comply with applicable law, and enforce our policies. You are responsible for all Input, including for ensuring that it does not violate any applicable law or this Agreement.

Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements. If you provide any of these things, we may use it without restriction or compensation to you.

Restrictions. You may not (i) use the Partner Platform or Services in a way that infringes, misappropriates or violates any person’s rights; (ii) reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of Partner Platform or Services (except to the extent such restrictions are contrary to applicable law); (iii) use output from the Partner Platform or Services to develop models that compete with Moveworks; (iv) use any automated or programmatic method to extract data or output from the Partner Platform or Services, including scraping, web harvesting, or web data extraction; (v) represent that output from the Partner Platform or Services was human-generated when it is not; or (vi) use the Partner Platform or Services in violation of any applicable laws and regulations (including any export control laws). You will comply with any rate limits and other requirements in our documentation.

User Conduct. You represent, warrant, and covenant that: (i) any Input you transfer via the Partner Platform or Services has been legally obtained and belong to you; (ii) you will not engage in any conduct that is or could be considered illegal, obscene, defamatory, threatening, intimidating, harassing, hateful or racially or ethnically offensive; (iii) you will not provide any false, inaccurate or misleading information while using the Partner Platform or Services; (iv) you will not interfere with or disrupt the Partner Platform or Services or servers or networks connected to the Partner Platform or Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Partner Platform or Services; (v) you will not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (vi) you will not infringe, misappropriate or violate any intellectual property, privacy, publicity or other proprietary rights of Moveworks or any third party; (vii) you will not disguise your location through IP proxying or other methods; (viii) you will not upload to the Partner Platform or Services or otherwise provide to Moveworks any sensitive or regulated data, information or other content (including but not limited to any information that is regulated by the Health Information Portability and Accountability Act, the Payment Card Industry Data Security Standard, the Gramm-Leach-Bliley Act, and other U.S. federal, state or foreign laws applying specific security standards); and (ix) you will not obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Partner Platform or Services, including attempting to avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our service providers or any other third party to protect the Partner Platform or Services. **For a full list of prohibited uses, please refer to the [MW AUP](#).**

Confidentiality. In connection with the Partner Platform, you may be given access to certain Confidential Information of Moveworks. You may use Confidential Information only as needed to use the Partner Platform as permitted under this Agreement. You may not disclose Confidential

Information to any third party, and you will protect Confidential Information in the same manner that you protect your own confidential information of a similar nature, using at least reasonable care. “**Confidential Information**” means nonpublic information that Moveworks or its affiliates or third parties designate as confidential or should reasonably be considered confidential under the circumstances, including software, specifications, and other nonpublic business information. Confidential Information does not include information that: (i) is or becomes generally available to the public through no fault of yours; (ii) you already possess without any confidentiality obligations when you received it under this Agreement; (iii) is rightfully disclosed to you by a third party without any confidentiality obligations; or (iv) you independently developed without using Confidential Information. You may disclose Confidential Information when required by law or the valid order of a court or other governmental authority if you give reasonable prior written notice to Moveworks and use reasonable efforts to limit the scope of disclosure, including assisting us with challenging the disclosure requirement, in each case where possible.

Third Party Services. Any third party software, services, or other products you use in connection with the Partner Platform or Services are subject to their own terms, and we are not responsible for any such third party products.

### **Term and Termination**

Termination; Suspension. This Agreement takes effect when you first use the Partner Platform and remain in effect until terminated. You may terminate this Agreement at any time for any reason by discontinuing the use of the Partner Platform. We may terminate this Agreement for any reason by providing you at least 30 days’ advance notice. We may terminate this Agreement immediately upon notice to you if you materially breach this Agreement, if there are changes in relationships with third party technology providers outside of our control, or to comply with law or government requests. We may suspend your access to the Partner Platform, with or without notice, if you do not comply with this Agreement, if your use poses a security risk to us or any third party, or if we suspect that your use is fraudulent or could subject us or any third party to liability.

Effect on Termination. Upon termination, you will stop using the Partner Platform and you will promptly return or, if instructed by us, destroy any Confidential Information. The sections of this Agreement which by their nature should survive termination or expiration should survive, including but not limited to Confidentiality, Indemnity, and Limitation of Liability.

### **Indemnification; Disclaimer; Limitations on Liability**

Indemnity. You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of Partner Platform and Services; or (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation.

General Disclaimer. THE SERVICES AND PARTNER PLATFORM ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES AND PARTNER PLATFORM AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES AND PARTNER PLATFORM WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY INPUT OR OUTPUT WILL BE SECURE OR NOT LOST OR ALTERED.

Limitations of Liability. UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF OR INABILITY TO ACCESS OR USE OF OUR SERVICES AND PARTNER PLATFORM, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF OUR SERVICES AND PARTNER PLATFORM OR THE INFORMATION CONTAINED WITHIN IT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF OUR SERVICES AND PARTNER PLATFORM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED IN THE AGGREGATE \$1,000 USD OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

THE FOREGOING LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

### **Miscellaneous**

Notice. We may provide any notice to you under this Agreement using commercially reasonable means, including using public communication channels. Notices we provide by using public communication channels will be effective upon posting.

Modifications. We may amend this Agreement from time to time by posting a revised version on the website, or if an update materially adversely affects your rights or obligations under this Agreement we will provide notice to you either by emailing the email associated with your account or providing an in-product notification. Those changes will become effective no sooner than 30 days after we notify you. All other changes will be effective immediately. Your continued use of the Services after any change means you agree to such change.

Equitable Remedies. You acknowledge that if you violate or breach this Agreement, it may cause irreparable harm to Moveworks, and Moveworks shall have the right to seek injunctive relief against you in addition to any other legal remedies.

Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

Governing Law. This Agreement will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth below, you and Moveworks agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Santa Clara County, California. The failure of Moveworks to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this

Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

### **COPYRIGHT COMPLAINTS**

If you believe that your intellectual property rights have been infringed by the Moveworks Services, please send notice to the address below. Content that violates the Terms of Service and Acceptable Use Policy or is alleged to be infringing will be deleted or disabled.

Moveworks, Inc.  
Attn: Legal  
211 Hope Street  
Suite 309  
Mountain View, CA 94041

Per 17 U.S.C. § 512(c)(3)(A), a takedown notice must contain the following information to be legally effective:

- A physical or electronic signature of the copyright holder or a person authorized to act on behalf of the copyright holder.
- Identification of the specific copyrighted work(s) claimed to have been infringed.
- Identification of the material that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material (e.g. URL).
- Your address, telephone number, and e-mail address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the copyright holder.