

Nintex AI Features Addendum

Version Date: March 13, 2025

This AI Features Addendum ("AI Addendum") is incorporated into and forms a part of the Master Service Agreement or other governing agreement ("Agreement") between Nintex and Customer or End User (hereinafter collectively referred to as "Customer") governing Customer's use of the Services. This AI Addendum applies specifically to AI Features (as defined below) and controls over any conflicting terms in the Agreement regarding AI Features. Capitalized terms not defined in this AI Addendum have the meaning set out in the Agreement.

1. Definitions

"**AI Features**" means any features, functionalities, or services provided by Nintex that utilize artificial intelligence, machine learning, large language models, or other generative AI technologies to process Input and generate Output.

"**Customer Data**" means any content, materials, data and information that Customer or its authorized Users enter into the Nintex Services for processing. Customer Data does not include any component of the Services or material provided by or on behalf of Nintex.

"**Input**" means any data, content, prompts, or information that Customer or its Users submit to the AI Features. Input does not include feedback.

"**Output**" means any content, responses, recommendations, or other materials generated by the AI Features based on Input.

"**AI Improvement Data**" means data, insights, or other information used by Nintex to maintain, improve, or enhance AI Features and the Nintex Services, including aggregated and de-identified Customer Data.

2. Applicability and Scope

These terms apply only to AI Features provided by Nintex to Customer as part of the Nintex Services. Nintex may, in its sole discretion and without liability, modify, suspend, or discontinue any AI Features at any time.

3. Input and Output Ownership

3.1 Customer Ownership. As between the parties, Customer retains ownership of Input and owns all Output generated from its Input, subject to the license grants below.

3.2 License to Nintex. Customer grants Nintex a non-exclusive, worldwide, royalty-free license to use Input and Output solely to: (a) provide the AI Features to Customer; (b) to create AI

Improvement Data; and (c) develop Nintex's AI and machine learning technologies, subject to Section 4 below.

3.3 Non-Uniqueness. Customer acknowledges that Output may not be unique and that AI Features may generate similar or identical Output for other customers.

4. AI Improvement and Training

4.1 Improvement. Nintex may use AI Improvement Data to maintain, improve, and enhance AI Features and Nintex's Services generally. Nintex owns and retains all rights, title, interest, and intellectual property rights in AI Improvement Data.

4.2 Training. Nintex does not currently use Customer Data for AI model training or fine-tuning. In the event that Nintex implements fine-tuning or model training, Nintex will provide Customer with reasonable advance notice. Customer Data may be used for such training unless Customer affirmatively opts out by following the documented opt-out process provided in such notice.

4.3 Personal Data Protections. Nothing in this AI Addendum will reduce or limit Nintex's obligations under Applicable Data Protection Laws regarding Personal Data. Nintex will use commercially reasonable efforts to ensure that personal data is not used in a manner that would compromise individual privacy or confidentiality protections.

5. Use Restrictions

Customer will not, and will not permit others to:

- (a) Use AI Features to develop competing AI products or services, or attempt to reverse engineer, extract training data from, or circumvent technical limitations of AI Features;
- (b) Represent Output as human-generated or as approved by Nintex;
- (c) Use AI Features for illegal activities, harassment, discrimination, or harmful purposes;
- (d) Submit input containing sensitive personal data (such as health information, financial account numbers, or government-issued identification numbers) without implementing appropriate safeguards; Customer acknowledges that the AI Features are not intended for processing sensitive personal data; if Customer chooses to submit such data, Customer is responsible for ensuring compliance with applicable laws and implementing appropriate technical and organizational measures.
- (e) Use AI Features for automated decision-making with legal or significant effects on individuals without adequate human oversight;
- (f) Use AI Features for use cases classified as "high-risk" under Regulation (EU) 2024/1689 (the "EU AI Act"). Customer agrees that it is the "deployer" of the AI system under the EU AI Act and is solely responsible for ensuring that its use complies with the EU AI Act;

6. Customer Responsibilities

6.1 Output Review. Customer is solely responsible for reviewing, validating, and determining the appropriateness of all Output before use. Customer should not rely on Output without independent verification of accuracy and compliance with applicable laws.

6.2 Compliance. Customer will ensure its use of AI Features complies with all applicable laws and regulations, including obtaining necessary consents for data processing.

7. Third Party Providers

Nintex may use third-party AI technologies to provide AI Features. Customer's use of such features may be subject to additional third-party terms, which Nintex will make available to Customer upon Customer's written request.

8. Warranties and Disclaimers

8.1 No Warranty. Nintex makes no warranties regarding training data used in AI Features or underlying AI models.

8.2 DISCLAIMERS. AI FEATURES ARE PROVIDED "AS IS." NINTEX MAKES NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS, OR IMPLIED IN FACT OR BY OPERATION OF LAW OR STATUTORY REGARDING AI OUTPUT. NINTEX DISCLAIMS ALL WARRANTIES REGARDING OUTPUT, INCLUDING WARRANTIES OF ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. OUTPUT MAY CONTAIN ERRORS, BIASES, OR INACCURACIES.

9. Limitation of Liability

THE LIMITATIONS OF LIABILITY SET FORTH IN THE AGREEMENT APPLY TO AI FEATURES AND OUTPUT. WITHOUT LIMITING THE FOREGOING, NINTEX IS NOT LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING FROM AI FEATURES OR OUTPUT.

10. General Terms

This AI Addendum will survive termination of the Agreement.