

Product Terms

Effective date: August 18th, 2025

Use of the products and features listed below (the “**Products**”) is subject to the corresponding Product Terms. These Product Terms are legally binding and are incorporated by reference into any Poka Order signed on or after the Effective Date above for the applicable Product(s).

The Product Terms form part of, and are governed by, the Master Service Agreement between Poka and Customer (the “**Agreement**”), and shall be deemed an extension thereof. In the event of any conflict between these Product Terms and the Agreement, the terms of these Product Terms shall prevail with respect to the applicable Products.

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Software Services Specific Terms

Poka AI Addendum

This Poka AI Features addendum (“**AI Addendum**”) is supplemental to the Agreement and applies to artificial intelligence features and capabilities which may be purchased by Customer and integrated with the Software Services (the “**AI Features**”). The AI Addendum is effective as of the date on which any Authorized User first accesses or uses the AI Features (the “**Effective Date**”).

Any third-party terms applicable to software, models, services or applications provided by third-party vendors (including, without limitation, large language models provided by Anthropic and Cohere; collectively, the “**Third-Party AI Providers**”) shall apply and take precedence over this AI Addendum solely with respect to such third-party components.

Customer shall comply, and shall ensure that all Authorized Users comply, with the applicable terms of service, acceptable use policies, and usage restrictions imposed by such Third-Party AI Providers.

In the event of a conflict between this AI Addendum and the Agreement, the terms and conditions of this AI Addendum shall control for the subject matter herein.

Poka may update this AI Addendum by posting the terms at [https://artifacts.poka.io/Product Terms EN.pdf](https://artifacts.poka.io/Product_Terms_EN.pdf). By continuing to access and use the AI Features, Customer agrees to the updates to this AI Addendum.

1. Definitions

Capitalized terms not defined herein shall have the meaning set forth in the Agreement, in addition to the additional definitions below:

1.1 “Output” means any results generated while operating the AI Features or any content generated by AI Features as output (e.g. suggestions), based on the data and other source content (“**Input**”) provided to the AI Features, including without limitation Customer Data, and the data used to train the AI Features.

2. “Output”

2.1 It is acknowledged and agreed by Customer that:

- (a) Output is provided for assistance and informational purposes only, and do not entail or constitute legal, financial, operational or professional advice;

- (b) Output is generated using advanced artificial intelligence techniques, including machine learning and statistical analysis, without any true understanding of the Input as such;
- (c) all Output depends on the quality of the input data or other Input on which the Output are based, and Poka cannot have and does not accept any liability of any kind for any inaccurate or incomplete data or Input; and
- (d) given the nature of AI features, its use may result in incorrect, incomplete, biased, unfair, unexpected or inaccurate Output, or may otherwise deviate from or misrepresent the provided Input.
- (e) Customer is solely responsible for:
 - (i) the accuracy and quality of Customer Data and for any Output; and
 - (ii) implementing appropriate controls and human oversight for verification and independent validation of bias within any Input and Output (which may require obtaining professional advice as appropriate), and the reliance on, and any decision, action or omitted action based on, any Output (including deciding whether any Output are suitable for the specific purpose to which they are put).

2.2 Customer shall ensure that all Authorized Users are properly informed of the above limitations and restrictions.

2.3 Without prejudice to Customer's rights in Customer Data:

- (a) Output may not qualify for intellectual property protection;
- (b) Identical or substantially similar Output may be produced by the Software Services in response to similar requests from different customers; and
- (c) Customer's rights in any Output may not be enforceable against other users of the AI Features; and in any event, Customer's ownership in the Output is subject to Poka's and/or its licensor's ownership rights in AI Features, Poka's intellectual property, and data used to train the AI Features ("**Poka Materials**"). Customer is granted a license to use, and may only use, the Poka Materials in the Output to the same extent as Customer is permitted to use the Software Services.

2.4 Poka's indemnification obligations, if any, under the Agreement, shall apply to the AI Features, but shall not extend to the Input or Output.

2.5 Poka undertakes that it will not use Customer Data, including any Input provided to the AI Features or any associated Output, to train, retrain, or otherwise improve the underlying AI models provided by Poka or any Third-Party AI Provider. Nothing in this AI Addendum shall be construed to grant Poka or any Third-Party AI Provider any rights in Customer Data beyond those explicitly set forth in the Agreement. For the avoidance of doubt, Input and Output generated through use of the AI Features are not shared with Anthropic, Cohere, or any other Third-Party AI Provider for the purpose of model training or fine-tuning.

3. Legal Framework

3.1 Customer acknowledges that the legal framework applicable to and the interpretation of competent courts and authorities regarding the use of certain AI Features is evolving and may be subject to future changes. If a change in law or the interpretation of a competent court or authority results in restrictions in the use of certain technology in the Software Services, Customer accepts that the scope of use may need to be reduced or the impacted technology be amended, replaced or discontinued to address such restrictions. Poka shall not be held liable for any limitation or unavailability of AI Features resulting from such changes in law or authoritative interpretation.

3.2 Customer further acknowledges that AI and machine learning models can improve over time to better address specific use cases. Poka may compile statistical and technical information collected from the use of the AI Features or use other feedback voluntarily provided by Customer or Authorized Users to improve the AI Features and the Software Services.

4. Acceptable Use

4.1 Customer will use the AI Features responsibly and in a legally compliant manner. More specifically, Customer will not use the AI Features for purposes that are harmful, fraudulent, or infringing.

4.2 Customer will not: (a) develop, train, or improve any other AI models, systems, or devices, unless explicitly permitted by Poka; or (b) use web scraping, web harvesting, or web data extraction methods to extract data from the AI Features or Output.

4.3 Customer will not circumvent guardrails and measures developed or made available by Poka or Third-Party AI Providers, including but not limited to those intended to help prevent copyright infringement, data breaches, or security incidents.

4.4 Customer will not input, process, or transmit any sensitive personal data (e.g., biometric, health, protected categories, etc.) regulated or protected by regulations that control their use in this context, which may include without limitation, the *GDPR*, *AI Act* and the *Health Insurance Portability and Accountability Act* (including any implementing regulations and as amended from time to time), unless such use complies with applicable law and Poka's explicit written consent is obtained.

WORKATO

Workato Terms

<https://www.workato.com/legal/embedded-software-supplemental-terms>, as may be amended from time to time by Workato.