

This CREATIO AI SERVICES ANNEX (hereinafter –“**AI Annex**”) constitutes an integral part of the Master Subscription Agreement between Company (as defined below) and the Customer identified in the relevant Order Form (“**Customer**”). This AI Annex sets forth the terms and conditions governing the use of the Company’s artificial intelligence features embodied in SaaS Services, including Creatio AI and Agentic AI tools. In the event of any conflict or inconsistency between this AI Annex, the Master Subscription Agreement, and Order Form, this AI Annex shall prevail solely with respect to the subject matter of artificial intelligence features and the use of Creatio AI.

1. DEFINITIONS

- 1.1. “**AI Services**” means the suite of artificial intelligence features, predictive models, generative capabilities, and autonomous agents provided within the SaaS Services, including but not limited to “Creatio AI” and any AI Skills enabled via the AI Command Center.
- 1.2. “**Agentic AI**” means AI Services that may autonomously execute tasks, workflows, or system actions (such as sending communications, modifying records, or triggering processes) on behalf of the Customer or its Authorized User.
- 1.3. “**Company**” means any such contracting Creatio entity as may be specified in the Order Form.
- 1.4. “**High-Risk AI System**” has the meaning set forth in the EU AI Act (Regulation 2024/1689), including systems used for credit scoring, employment recruiting, biometric identification, or essential public services.
- 1.5. “**Input**” means all data, text, files, prompts, queries, and contextual information (including page data and message history) transferred by Customer or its Authorized Users to the AI Services.
- 1.6. “**Output**” means the data, text, code, images, predictions, or other content generated by the AI Services in response to Input.
- 1.7. “**Underlying Provider**” means the third-party provider of the large language models (LLMs) and foundational models used by Company to provide the AI Services, such as Microsoft Azure OpenAI.

2. USE OF AI SERVICES

2.1. **AI Services Capabilities.** AI Services capabilities description is available in the Capabilities Plans Annex - Company’s composable pricing plans policy set forth in Annex 3 to the Master Subscription Agreement at www.creatio.com/legal.

2.2. **License to Use.** Subject to the terms of this AI Annex, Master Subscription Agreement, and respective Order Form, Company grants Customer a non-exclusive, non-transferable right to access and use the AI Services solely for Customer’s internal business purposes in connection with the SaaS Services.

The AI Services are intended to support and augment the Customer’s business workflows and decision-making processes and are not designed to operate independently of human judgment.

The functionality and availability of the Company’s AI Services are described in the Creatio AI overview section of the Creatio Academy portal (<https://academy.creatio.com>), which may be updated from time to time as the AI Services evolve.

2.3. **Human Oversight.** Customer acknowledges that, while functioning, the AI Services utilize probabilistic machine learning models that may produce Output that is inaccurate, incomplete, biased, or “hallucinated”. Customer agrees that the Customer and its Authorized Users are solely responsible for reviewing, verifying, and approving all Output before such Output is used for any purpose, including but not limited to making binding business decisions, professional advice, or external communication. Customer shall ensure that any decision, advice, or any other Output is used only after a review by a qualified person (human being), whose recommendation has been duly taken into account. The AI Services are intended to support and augment the Customer’s business workflows and decision-making processes and are not designed to operate independently of human judgment. Company shall have no liability for any reliance placed by Customer on unverified Output.

2.4. **Agentic AI Authorization.** The Company’s AI Services may include agentic AI tools and skills capable of executing actions within the SaaS Services. By enabling Agentic AI skills within the AI Command Center, Customer explicitly authorizes the AI Services to perform actions on Customer’s behalf within the scope configured and controlled by Customer. Customer remains solely responsible and liable for all actions initiated or executed by Agentic AI, including,

without limitation, contractual communications, data modifications or deletions, and outbound messages, as if such actions were performed directly by Customer or its Authorized Users.

2.5. **Prohibited Use.** Customer shall use, and shall ensure that its Authorized Users use, the AI Services responsibly, in accordance with applicable law, Master Subscription Agreement, this Annex, and the intended functionality of the AI Services.

Customer shall not, and shall ensure that its Authorized Users do not, use the AI Services, directly or indirectly, in any manner that:

- a) exceeds the intended purpose, documented functionality, or permitted scope of use of the AI Services as described in the Documentation and this Annex.
- b) materially interferes with or compromises the security, integrity, or availability of the AI Services or the Subscription Services.
- c) intentionally attempts to bypass or compromise technical safeguards of the AI Services, including through prompt manipulation, "jailbreaking," reverse engineering, or system interference.
- d) seeks to extract or reconstruct underlying models, prompts, algorithms, training data, or system architecture of the AI Services, except to the extent expressly permitted by the Documentation or mandatory applicable law.
- e) uses the AI Services to develop or enhance competing AI systems or to replicate the core functionality of the AI Services.
- f) uses AI Services to process, generate, or infer sensitive personal data, including special categories of personal data, unless such use is expressly authorized under the applicable Order Form or other contractual terms between the Parties and permitted under applicable data protection laws.
- g) is designed or reasonably likely to be relied upon as professional, legal, medical, financial, or other regulated advice or determinations producing legal or similarly significant effects, without appropriate human review and control by Customer.
- h) relies on fully automated decision-making with legal or similarly significant effects on individuals, except where permitted by applicable law and subject to meaningful human oversight implemented by Customer.
- i) is intended to generate content that is harmful, discriminatory, unlawful, fraudulent, or knowingly infringing upon third-party rights.
- j) materially violates applicable law or regulation, including laws relating to data protection, privacy, intellectual property, discrimination, or unfair competition.

2.6. The Customer's violation of this Annex will be considered a material breach of the Master Subscription Agreement and/or other agreement governing Customer's usage of AI Services.

2.7. Before making available any AI Services to Authorized Users and any other party receiving information/decision/advice made by AI Services without having "human in the loop" and when required by law, the Customer shall notify such users when they are interacting directly with AI Services. Customer shall not deceive its Authorized Users or any other party receiving information/decision/advice made by AI Services by misrepresenting content generated through automated means as human-generated content.

2.8. Customer acknowledges that, due to the nature of artificial intelligence and machine learning, Output may not be unique, and similar or identical output may be generated for or obtained by other customers or users of the AI Services. Any such similar output generated for other customers shall not be considered Customer Data, Customer Confidential Information, or Customer Output.

3. DATA PROTECTION AND SECURITY

3.1. **Zero Retention Policy.** Company warrants that, pursuant to its agreement with the Underlying Provider, the AI Services are configured to a "zero retention" standard. Company shall not use and will use its commercial efforts to cause Underlying Provider not to use Customer's Input, Output, or any Customer Data to train, retrain, or improve the foundational machine learning models for the benefit of third parties.

3.2. **Data Residency.** Company warrants that the AI Services shall process Input and Output solely within the hosting region selected by Customer, except as strictly necessary for the technical operation of the Azure OpenAI service within that geography.

3.3. **License to Input.** Customer grants Company and the Underlying Provider a worldwide, non-exclusive, royalty-free license to access, use, and process Input solely for the purpose of providing the AI Services to Customer and complying with applicable law.

4. COMPLIANCE AND REGULATORY STATUS

4.1. **High-Risk AI Systems.** It is understood by the Customer that AI Services were not created or designed to be used for use cases that are classified as high-risk under applicable laws, and the Customer is prohibited from using the AI Services for any "High-Risk" use case as defined in Annex III of the EU AI Act without the Company's prior written consent.

4.2. **Transparency.** Customer shall not obscure, hide, or disable any user interface elements (such as icons, watermarks, or disclaimers) provided by Company to inform users that they are interacting with an AI system, as required by transparency regulations.

5. INTELLECTUAL PROPERTY

5.1. **Ownership of Output.** Subject to Customer's compliance with Master Subscription Agreement and Underlying Provider policies, to the extent permitted by applicable laws, the Customer owns all rights, title, and interest, if any, in and to the Output. As provided by the Underlying Provider terms, Company hereby assigns to Customer all right, title, and interest it may have in the Output.

5.2. **No IP Warranty for Output.** Customer acknowledges that the AI Services are trained on broad public datasets and that the Output may not be unique. The Company makes no warranty that the Output will not infringe any third-party intellectual property rights. The "Indemnification" section of the Master Subscription Agreement regarding IP infringement shall not apply to claims arising from Output.

6. DISCLAIMER AND INDEMNIFICATION

6.1. THE AI SERVICES, INCLUDING ANY INPUTS AND OUTPUTS, ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, AVAILABILITY, NON-INFRINGEMENT, OR FITNESS FOR THE PARTICULAR PURPOSE OF THE AI SERVICES OR ANY OUTPUT. CUSTOMER ACKNOWLEDGES THAT THE OUTPUT MAY BE INACCURATE, INCOMPLETE, OR HALLUCINATED, AND COMPANY SHALL HAVE NO LIABILITY ARISING FROM OR RELATED TO CUSTOMER'S USE OF ANY AI INPUTS OR OUTPUTS.

6.2. **SLA Exclusion.** Any downtime, latency, or unavailability of the AI Services resulting from the Underlying Provider or internet congestion shall not count towards the calculation of "Uptime" or "Service Credits" under the SLA Annex executed between the Company and the Customer.

6.3. Company is not liable for IP infringement from AI-generated content, or Regulatory penalties stemming from algorithmic bias; provided, however, that Company will use commercially reasonable efforts to avoid or minimize algorithmic bias in the AI Services and will use commercially reasonable efforts to cause its Underlying Provider to do the same.

6.4. Artificial intelligence capabilities may evolve over time and be applied in different operational contexts. Customer is responsible for determining the suitability of AI Services for its particular business purposes and use cases.

6.5. **Customer Indemnity.** Customer shall defend, indemnify, and hold Company harmless from and against any Claims or fines arising out of: (i) Customer's use of AI Services in violation of any applicable law, the Agreement and this Annex; (ii) Any third-party claim that the Input infringes intellectual property rights; or (iii) Actions taken by Agentic AI enabled by Customer.