

Additional Terms for awork AI (“AI Terms”)

By activating awork AI, the customer accepts the following additional terms for the use of awork AI (“AI Terms”). The AI Terms supplement awork’s General Terms and Conditions applicable to the customer (“GTC”).

1. INTRODUCTION

1.1 SCOPE OF APPLICATION

These additional terms (“AI Terms”) apply to the use of the awork AI functions offered by awork GmbH (“awork”) as a separate additional service.

They supplement the General Terms and Conditions (“GTC”) applicable to the respective awork workspace and the main agreement concluded between awork and the customer.

1.2 RELATIONSHIP TO THE GTC AND THE DPA

Where these AI Terms contain specific provisions for awork AI, they take precedence over the general provisions of the GTC. In all other respects, the GTC remain applicable unchanged.

For the processing of personal data, the data processing agreement existing between the parties, including the supplements applicable to awork AI, applies in addition. In the event of conflicts on data protection matters, the data processing agreement prevails.

1.3 EXISTING AI FUNCTIONS

AI functions already provided before the introduction of the paid awork AI add-on, in particular assistance functions previously offered on a trial basis or as a beta, do not form part of the paid awork AI add-on.

The scope and availability of such functions depend on the awork plan booked in each case. awork may in particular limit their functional and usage scope to basic functions or not offer them in individual awork plans.

2. SUBJECT MATTER OF THE SERVICES AND PRODUCT DESCRIPTION

2.1 FUNCTIONS OF AWORK AI

awork AI enables in particular the AI-supported processing of content and context, the creation of results and – depending on the available functional scope and the customer’s configuration – the execution of actions in awork or in connected systems.

2.2 SCOPE OF SERVICES

The specific functional scope and scope of services follow from:

- a) the AI Plan booked by the customer,
- b) the service and price details agreed upon booking, and
- c) the **awork AI Product Description** applicable to the relevant billing period which is available in its current version at <https://www.awork.com/legal-and-privacy>.

2.3 PRODUCT DESCRIPTION

The Product Description may in particular specify the available functions, AI models, tools, connections, technical limits, credit allowances and the consequences of using up a credit allowance.

2.4 FURTHER DEVELOPMENT AND CHANGES

awork may develop awork AI further technically and functionally and may in particular add, change or replace functions, agents, models, skills, providers, tools and technical components.

Where a change materially and adversely alters the essential usable scope of services of a booked AI Plan, awork will announce the change with reasonable advance notice. Such a change takes effect no earlier than the beginning of the following AI billing period.

The customer may terminate the AI add-on with effect from the date on which a materially adverse change takes effect.

2.5 BETA, PREVIEW AND EARLY ACCESS

Individual functions may be designated as beta, preview or early access. Such functions may be subject to particular restrictions and may be changed or discontinued by awork. The paid awork AI add-on as a whole does not constitute a beta service.

3. BOOKING, USERS AND TERM

3.1 BOOKING AUTHORISATION

The awork AI add-on may only be activated or changed on a paid basis by a user who is authorised to do so for the relevant workspace.

3.2 ACTIVATION FOR THE WORKSPACE

Upon activation of the awork AI add-on, at least the AI Starter Plan is booked and charged accordingly for every regular active user of the workspace. Partial activation of the awork AI add-on for only some regular active users is not possible.

Excluded are user types that do not qualify as regular paid users under the applicable awork plan, as well as deactivated users.

3.3 NEW USERS

New regular active users are automatically assigned the AI Starter Plan and charged accordingly, unless a higher AI Plan is expressly booked for the respective user.

Where a user is added during an ongoing billing period, charging is on a pro rata basis.

3.4 BILLING PERIOD

The AI add-on is billed monthly. The respective monthly AI billing period begins and ends on the same calendar day as the billing date relevant for the awork subscription.

3.5 FEES AND PAYMENT

The fee specifically owed follows from the respective order. In all other respects, the corresponding provisions of the GTC apply to billing, payment and default.

3.6 UPGRADES AND DOWNGRADES

Upgrades to a higher AI Plan may take effect immediately during an ongoing billing period. The specific price and credit adjustment is displayed to the customer before the upgrade is completed.

Downgrades generally take effect at the beginning of the following monthly AI billing period.

4. AI CREDITS AND SCOPE OF USE

4.1 CREDIT ALLOWANCE

An AI Plan may include a certain allowance of awork AI Credits. The number of credits applicable to the plan actually booked is communicated to the customer upon booking or in the applicable Product Description.

4.2 CHARACTERISTICS OF CREDITS

AI Credits are purely technical units of use for determining the usage volume available within an AI Plan. They have no monetary value and cannot be paid out or redeemed for money.

4.3 CREDIT CONSUMPTION

Credit consumption may vary from one AI operation to another. It may depend in particular on the AI model used, the scope of the context processed, input and output, processing steps, tool calls and the type and complexity of the agent used.

There is no entitlement for a particular operation to permanently consume the same number of credits.

4.4 CHANGES TO THE CONSUMPTION LOGIC

awork may adjust the calculation logic for credit consumption to reflect technical or economic changes in the underlying AI services, models, providers and functions.

Changes do not apply retroactively to credits already consumed.

Material changes that noticeably reduce the volume of services typically usable with the existing credit allowance will be announced in advance and take effect no earlier than the beginning of the following monthly AI billing period.

4.5 EXPIRY OF CREDITS

Unused credits generally expire at the end of the respective monthly AI billing period, unless expressly agreed otherwise upon booking.

4.6 USING UP THE ALLOWANCE

Once the credit allowance available in the booked AI Plan has been used up, no automatic additional fees are incurred. Certain AI functions may be paused or significantly restricted until the beginning of the next monthly billing period. Restricted basic use of individual AI functions may remain available. The customer may, where available, obtain a higher credit allowance by upgrading to a higher AI Plan.

4.7 ADDITIONAL USAGE VOLUME

awork may in future offer additional options for increasing the available usage volume, in particular through additional credit allowances. There is no entitlement to the availability or permanent provision of such additional booking options.

5. AGENTS AND CUSTOMER RESPONSIBILITY

5.1 CONFIGURATION OF AGENTS

The customer may configure AI functions and, where available, Custom Agents and may in particular define instructions, context, data sources, tools, connections or automated triggers.

5.2 AUTOMATED ACTIONS

Agents may carry out actions without further individual confirmation if and to the extent that this is provided for on the basis of a prior configuration or instruction by a user.

The customer is responsible for using agents only for suitable purposes and for making available to them only those permissions, data sources and connections that are necessary and permissible for the intended use.

5.3 PERMISSIONS

Agents can only act within the permissions technically granted to them. In particular, they may act under a user's permissions or with access credentials to external systems stored by the customer.

5.4 REVIEW AND HUMAN OVERSIGHT

AI-generated results may be inaccurate, incomplete or unsuitable. The customer is responsible for adequately reviewing results and executed actions in line with the respective purpose of use and for ensuring the necessary human oversight measures.

6. PROHIBITED AND HIGH-RISK USE

6.1 UNLAWFUL USE

awork AI must not be used for unlawful purposes or in a manner that infringes applicable law, third-party rights or the GTC.

6.2 PROHIBITED AI PRACTICES

In particular, the customer must not use awork AI for AI practices prohibited under the EU AI Act.

6.3 HIGH-RISK AI SYSTEMS

Without prior express agreement with awork, awork AI must not be used as a high-risk AI system within the meaning of the EU AI Act.

This applies in particular, but not exclusively, to uses for autonomous candidate selection, employee evaluation, dismissal decisions or other material HR decisions.

6.4 AUTOMATED DECISIONS

awork AI must not be used for fully automated decisions that produce legal effects for natural persons or similarly significantly affect them, unless appropriate human oversight as required under applicable law is ensured.

6.5 PROTECTIVE MEASURES

awork may provide additional confirmations, technical restrictions or other protective measures for certain functions and may temporarily restrict individual functions, agents, tools or connections where specific security risks, abusive use or legal violations are to be expected.

7. MODELS, TOOLS AND EXTERNAL SYSTEMS

7.1 SUPPORTED MODELS

awork determines which AI models and model providers are supported within awork AI.

The customer has no entitlement to the permanent provision of a particular model or model provider.

7.2 CHANGES TO MODELS AND PROVIDERS

awork may add, replace or remove models or model providers, provided that the essential agreed functional scope is not unreasonably impaired and the data protection requirements assured for the respective processing are complied with.

7.3 MODEL-DEPENDENT FUNCTIONS

The availability of certain functions may depend on the model used. Not every model has to support all functions, tools or agent capabilities.

7.4 DEACTIVATION OF MODELS

Workspace administrators may deactivate individual AI models made available by awork for their workspace.

For as long as a model is deactivated, that model is not used for AI operations of the relevant workspace.

The ability to activate a model does not give rise to any entitlement to its permanent availability. The provisions of sections 7.2 and 7.3 remain unaffected.

7.5 TOOLS AND CONNECTIONS

awork may provide tools and connections for use by agents and may technically modify or develop their functional scope further.

7.6 EXTERNAL SYSTEMS AND MCP SERVERS

Where awork enables the connection of external systems or MCP servers, the customer is responsible for their selection, configuration and authorisation.

awork does not warrant that every external system or every MCP server is fully compatible with awork AI. The availability of external systems, MCP servers and the associated connections may depend on third-party providers and technical circumstances and is not guaranteed.

For external services, the terms and privacy provisions of the respective third-party provider apply in addition.

8. DATA PROTECTION AND USE OF DATA

8.1 PROCESSING ON BEHALF OF THE CUSTOMER

Where personal data is processed on behalf of the customer in connection with awork AI, such processing takes place in accordance with the data processing agreement applicable between the parties.

8.2 SUBPROCESSORS AND MODEL PROVIDERS

awork may engage subprocessors and model providers to provide awork AI. The subprocessors engaged in each case are disclosed in accordance with the provisions of the data processing agreement.

8.3 MODEL TRAINING

Customer data transmitted to model providers selected by awork for the provision of awork AI is not used to train generally available AI models, unless expressly stated otherwise in the Product Description or the data processing agreement.

8.4 PROCESSING REGIONS AND EXTERNAL SYSTEMS

Statements on processing regions and other data protection characteristics relate exclusively to the AI infrastructure controlled by awork and the providers selected by awork.

Where the customer connects external systems or MCP servers itself, the data processing taking place there is additionally governed by the respective third-party provider.

9. CONTENT AND RIGHTS

9.1 CUSTOMER CONTENT

The customer retains its rights in the content, data, instructions, Custom Agents, skills and configurations provided by it.

The customer grants awork the rights of use necessary for providing, securing, maintaining and troubleshooting awork AI.

9.2 AWORK'S RIGHTS

Rights in the awork platform, the agent runtime and in standard agents, standard skills, templates and other product components provided by awork remain with awork or the respective rights holders.

9.3 AI-GENERATED RESULTS

AI-generated results may be identical or similar to results of other users. awork warrants neither the uniqueness nor the copyright protectability of AI-generated results.

awork also does not warrant that AI-generated results are free from third-party rights.

9.4 USE OF RESULTS

To the extent that rights arise in AI-generated results and awork is able to dispose of them, the customer may use them for its own business purposes without limitation in time or territory.

10. TRIAL

10.1 APPLICATION DURING THE TRIAL

awork may offer a free trial of awork AI. These AI Terms and the data processing agreement apply to the trial from its activation onwards.

10.2 DURATION AND END

Unless stated otherwise, the trial period is 14 days.

The trial ends automatically and is not automatically converted into a paid AI add-on.

10.3 TRIAL SCOPE

During the trial, functions, models, the number of users and the usage volume may differ from the paid AI Plans. The respective trial scope is displayed before activation.

10.4 BOOKING DURING THE TRIAL

The customer may book a paid AI add-on at any time during the trial.

If no booking is made, the functions available only under the paid AI add-on are deactivated after the trial has expired.

10.5 CONTENT AFTER THE END OF THE TRIAL

AI-specific content and configurations created during the trial may remain stored in the workspace after the end of the trial and may become available again upon later reactivation.

11. FEEDBACK

11.1 USE OF FEEDBACK

Where the customer voluntarily provides awork with feedback, suggestions, ratings or other comments on awork AI, awork may use these free of charge for the analysis, development and

improvement of awork AI and the related functions. This does not apply to customer content or other data that is merely processed in the course of using awork AI.

12. TERMINATION OF THE AI ADD-ON

12.1 RELATIONSHIP TO THE MAIN AGREEMENT

The AI add-on requires an existing awork main agreement.

If the main agreement ends, the AI add-on ends at the latest at the same time.

12.2 TERMINATION

The AI add-on may be terminated independently of the main agreement in accordance with the conditions agreed upon booking.

Unless agreed otherwise, billing is monthly and a termination takes effect at the end of the respective monthly AI billing period.

12.3 CONSEQUENCES OF TERMINATION

Upon termination of the AI add-on, the paid AI functions are deactivated.

Results already transferred into regular awork projects, tasks, documents or other awork content remain part of the workspace.

12.4 AI-SPECIFIC CONTENT AND CONFIGURATIONS

AI-specific content and configurations, in particular threads, memory, Custom Agents and skills, may remain stored in the workspace after termination of the add-on and may become available again upon later reactivation.

In all other respects, the deletion of such data is governed by the deletion concept applicable to the workspace and by the data processing agreement.

13. FINAL PROVISIONS

13.1 APPLICABLE GTC

Unless these AI Terms contain a deviating provision, the GTC apply. This applies in particular to the provisions on warranty, liability, payment terms, contract amendments, choice of law and place of jurisdiction.