Workato, Inc.
Terms of Service – Workato Platform

These Terms of Service (this "**Agreement**") govern the use of the Workato Platform by the account holder identified in the applicable Order Form, or any individual or entity who opens an account or accesses the Workato Platform ("**Account Holder**"). This Agreement constitutes the entire legal agreement between Account Holder and Workato, Inc. ("**Workato**") with respect to Account Holder's use of the Workato Platform. The parties agree as follows:

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH REQUIRES ACCOUNT HOLDER TO SUBMIT TO BINDING AND FINAL ARBITRATION FOR ANY CLAIMS AGAINST WORKATO THAT ARISE UNDER THIS AGREEMENT.

BY ACCESSING OR USING THE WORKATO PLATFORM OR RELATED SERVICES, SUBMITTING AN ORDER FORM, OR SUBMITTING REGISTRATION INFORMATION TO OPEN AN ACCOUNT, ACCOUNT HOLDER ACKNOWLEDGES THAT ACCOUNT HOLDER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED IN THIS AGREEMENT). THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE THAT ACCOUNT HOLDER ACCEPTS THIS AGREEMENT BY ONE OF THE METHODS ABOVE.

1. **Definitions.**

    (a) "**Account**" means Account Holder's account within the Workato Platform.

    (b) "**Account Information**" means information provided by the Users in connection with the creation or administration of their Account, including names, usernames and email addresses associated with the Account.

    (c) "**Affiliate**" means any natural or legal person which controls, is controlled by, or is under common control with the party. For purposes of this definition, "control" means, the aggregate ownership of more than fifty percent (50%) of the beneficial interest, or the power to direct or cause the direction of management or policies of the entity.

    (d) "**Connectors**" means the instructions which allow the transfer of data between software applications through the Workato Platform by using software scripts or application programming interfaces ("**APIs**").

    (e) "**Documentation**" means the user guide, materials, description of the functionality and features of the Workato Platform that is made publicly available at https://docs.workato.com.

    (f) "**Order Form**" means the applicable order form entered into between Account Holder and Workato.

    (g) "**Professional Services**" means implementation services or other professional services provided by Workato related to the Workato Platform. Professional Services shall be detailed in a mutually agreed upon Order Form or statement of work ("**SOW**") referencing this Agreement or the applicable Order Form.

    (h) "**Recipe**" means a set of commands to the Workato Platform that request the Workato Platform to carry out certain actions across software applications based on the occurrence of a designated trigger event.

    (i) "**Subscription**" means the Account Holder's subscription plan for the Workato Platform as set forth in the applicable Order Form.

    (j) **Support**" means the technical support and maintenance set forth in the Support Agreement attached hereto as Exhibit A. Support is not considered as Professional Services.

    (k) "**Task(s)**" means a unit of work performed every time a Recipe does an action (e.g., fetch data from an application by making an API call), as more fully described in the Documentation.

(l) "**Transaction**" means the processing that occurs each time a Recipe job is run. Recipes and Connectors can be developed by Workato, by the Account Holder or by third party providers, including users of the Workato Platform ("**Users**").

(m) "**Workato Platform**" means Workato's software platform and related interfaces, software development kits, services and Documentation that provides Account Holder with access to certain products and services designed to connect applications and automate workflows.

2. Platform Use.

(a) Workato Platform License. Workato shall own and retain all right, title, and interest in and to the Workato Platform and all derivatives, features, modifications and updates thereto, provided that during the term of Account Holder's Subscription (the "**Subscription Term**") and subject to the terms and conditions of this Agreement, Workato grants to Account Holder a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable, limited license (for internal use only), to use the Workato Platform in accordance with this Agreement and the applicable Order Form. In connection with foregoing license, Account Holder may allow its authorized users (limited to Account Holder's employees, agents, and consultants that are necessary for Account Holder's own internal business operations, collectively, "**Personnel**") to use the Workato Platform on Account Holder's behalf through its Account, subject to Personnel's compliance with the terms of this Agreement. Account Holder shall ensure that all Personnel comply with the terms and conditions of this Agreement and Account Holder agrees that Account Holder will be responsible for such Personnel's use of the Workato Platform. Except as otherwise expressly set forth in this section and in Section 3 (Ownership; Licenses) of this Agreement, Workato does not grant to Account Holder any license, express or implied, to the intellectual property of Workato or its licensors.

(b) Account Holder Affiliates. Subject to the terms of this Agreement, Account Holder Affiliates may purchase and use a separate workspace of the Workato Platform by executing Order Forms that incorporate by reference this Agreement, and in each such case, all references in this Agreement to Account Holder shall be deemed to refer to such Account Holder Affiliate for purposes of such Order Form(s). Each such Order Form is a separate contract between Workato and the applicable Account Holder Affiliate, and the Account Holder Affiliate agrees to be bound by this Agreement.

(c) Account Holder Responsibilities. Account Holder acknowledges and agrees that:

(i) Account Holder's and its Personnel's use of the Workato Platform is dependent upon Account Holder maintaining access to telecommunications and internet services. Account Holder shall be solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required to access and use the Workato Platform, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Workato shall not be responsible for any loss or corruption of content, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services.

(ii) Account Holder and Personnel are obligated to create and maintain unique access credentials in connection with the Account for their use of the Workato Platform ("**Access Credentials**"). Account Holder and Personnel will keep all Access Credentials secret and confidential. Account Holder will be responsible for all activities that occur using Account Holder's and Personnel's Access Credentials.

(iii) Workato Platform operates with or uses APIs and/or other services operated or provided by third parties. Account Holder may use its or other third-party applications, software, interfaces, APIs, products, services or websites that interoperate with the Workato Platform (collectively, "**Third-Party Applications**"). Account Holder is solely responsible for acquiring the license and rights to use the Third-Party Applications and accepting and complying with the applicable terms and conditions and privacy policy of the Third-Party Applications. Account Holder is solely responsible for its use of such Third-Party Applications and any data loss or other losses it may suffer as a result of using such Third-Party Applications. Workato does not warrant or support any Third-Party Applications or control the privacy practices of any Third-Party Application to which data may be sent or from which data may be retrieved, whether or not they are recommended by Workato or designated by Workato as preferred, certified or otherwise, and shall have no responsibility, liability or indemnification obligations for any claims, losses or damages arising out

of or in connection with Account Holder's use of any Third-Party Applications. Except as expressly stated in this Agreement or an applicable Order Form, Workato does not guarantee compatibility with any Third-Party Application and Workato shall not be responsible for any changes or new developments in Third-Party Applications which may interrupt Account Holder's use or interaction with the Workato Platform.

(iv) By using the Workato Platform, Account Holder represents and warrants that it has obtained and will maintain all necessary licenses, authorizations, approvals and consents to use, transmit and process Account Holder Data (as defined in Section 3(a) below) through the Workato Platform, and Workato is authorized to perform any Transactions initiated through instructions given to Workato via its Account or through other means, notwithstanding that these may contain Personal Data, and may cross international borders. Account Holder will be solely responsible for the accuracy, quality and legality of Account Holder Data, the means by which Account Holder acquired the Account Holder Data, and Account Holder's use of Account Holder Data. Account Holder will comply with all applicable privacy and data protection laws that govern the collection, use, and transfer of such data.

(d) <u>Deletion of Accounts and Data</u>. The Accounts consist of: (i) Account configurations, meta-data, job history summaries, and definitions of Recipes and custom Connectors, pages, table storage, file storage, and other assets (together "**Account Data**"), and (ii) records of processing of Account Holder Data on the Workato Platform, including job history details and trigger event data ("**Transaction Data**").

(i) All Transaction Data in the Account will be deleted within thirty (30) days from its processing date, or otherwise as configured by Account Holder in its Account in accordance with Account Holder's Subscription as set forth in the applicable Order form (if applicable).

(ii) Account Holder has the ability to delete Account Data, Account Holder Data and Transaction Data at its own discretion.

(iii) Upon Account Holder's request, Workato will delete the Account (together with all associated Account Data, Transaction Data and Account Holder Data on the Workato Platform) within thirty (30) days unless otherwise required by applicable laws or governmental authorities. In the event that Account Holder does not request Workato to delete the Account, Workato will destroy the Accounts (together with all associated Account Data, Transaction Data and Account Holder Data) left in Workato's system within ninety (90) days after termination or expiration of this Agreement.

(e) <u>Community Recipes and Connectors</u>. Any Recipes and Connectors created and marked public by any third party will be available to all customers and are provided "AS-IS" (the "**Community Recipes and Connectors**"). Workato will not be liable for Account Holder's use of, and will not provide any indemnity, warranties, or representations for the Community Recipes and Connectors. Use of the Community Recipes and Connectors is subject to the acceptable use policy at https://www.workato.com/legal/community ("**AUP**"), as may be updated from time to time.

(f) <u>Suspension</u>. Workato reserves the right to immediately suspend Account Holder's and/or the Personnel's access to and use of the Workato Platform in the event that Workato has, in its sole discretion, reasonably determined that Account Holder and/or Personnel (i) are in breach of this Agreement, including any late payments or violation of the restrictions set forth in Sections 2(b) (Account Holder Affiliates), 2(c) (Account Holder Responsibilities), 3(b)(v) (Recipes and Connectors), or 4 (Compliance with Laws; Restrictions); or (ii) are otherwise engaging in any actions that threaten the security, integrity, availability or stability of the Workato Platform. Any suspension under this section shall not excuse Account Holder from Account Holder's obligations to make payments under this Agreement.

(g) <u>Professional Services</u>. Workato will perform Professional Services as described in an Order Form or SOW, which may identify additional terms for the Professional Services. Account Holder will give Workato timely access to materials and resources reasonably needed for Professional Services, and Workato will use the materials and resources only for purposes of providing Professional Services. Account Holder will reimburse Workato's reasonable travel and lodging expenses incurred in providing Professional Services that are preapproved by Account Holder in the Order Form or SOW. Recipes, Connectors, and other deliverables that Workato furnishes as part of Professional Services are licensed to Account Holder in

accordance with Section 3(b)(i) below and Account Holder may use them only in connection with Account Holder's authorized use of the Workato Platform under this Agreement.

(h) <u>Support</u>. During the Subscription Term, Workato will provide Support in accordance with Exhibit A.

(i) <u>Updates</u>. As to any updates or improvements to the Workato Platform, Workato may electronically publish such updates or improvements via the Workato website. In order to continue using certain features of the Workato Platform, these updates or improvements may require certain action on the part of the Account Holder such as activation or upgrading to the latest version through Account Holder's Account. Workato also reserves the right upon reasonable notice to discontinue or limit the use of the older versions of such features.

3. Ownership; Licenses.

(a) <u>Account Holder Data</u>. Account Holder will retain all right, title and interest in and to all documents, messages, graphics, images, files, data and other information transmitted and processed through the Workato Platform by Account Holder (collectively, the "**Account Holder Data**"), provided that Account Holder hereby grants to Workato a worldwide, royalty-free, fully sublicensable (solely to Workato's sub-processors, a list of which is available at https://www.workato.com/legal/sub-processors), non-exclusive license to use the Account Holder Data solely for the purposes of providing the Workato Platform to Account Holder and fulfilling its obligations hereunder. Subject to the limited licenses granted herein, Workato acquires no right, title or interest in any Account Holder Data.

(b) <u>Recipes and Connectors</u>.

(i) As between the parties, Workato will own and retain all right, title, and interest in and to all Recipes, Connectors and all derivatives thereto on the Workato Platform, excluding any Recipes and Connectors created by Account Holder. During the Subscription Term, Workato grants to Account Holder a limited, non-exclusive license to make, use, and share Recipes and Connectors with other Users and a limited, non-exclusive sublicense to duplicate and modify Community Recipes and Connectors.

(ii) Account Holder understands and agrees that the Recipes and Connectors are part of the features of the Workato Platform and will not function independently of the Workato Platform.

(iii) Recipes and Connectors created by Account Holder are private by default in the Account, which means that only Account Holder has access to such Recipes and Connectors. Account Holder shall ensure that it has procured and will maintain the right to create the Recipes and Connectors to integrate with the Third-Party Applications, and Account Holder grants Workato a limited license to use, practice, perform, and process its private Recipes and Connectors, provided that Workato shall not resell any private Recipe or Connector and private Recipes and Connectors are deemed to be Confidential Information of Account Holder under Section 6 below.

(iv) Account Holder may decide (in its sole discretion) to share the private Recipes and private Connectors with other Users by marking them "public", and Account Holder grants Workato an irrevocable, perpetual, transferable, sublicensable, and worldwide license in those Recipes and Connectors that are marked public to view, use, perform, copy, modify, and distribute those Recipes and Connectors and use the Marks associated with those Recipes and Connectors solely for the purpose of distributing those Recipes and Connectors in the Workato Platform. Such Recipes and Connectors will become part of the Community Recipes and Connectors.

(v) Account Holder agrees that it will not assert any claim against Workato or any Users for infringement or misappropriation of any intellectual property rights to any Recipes or Connectors independently developed by Workato or Users which are similar to or the same as any Recipes and Connectors created by Account Holder during the term of the Agreement.

(c) <u>Feedback</u>. With respect to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Account Holder or Personnel relating to the Workato Platform, including any features and/or functionality of the Workato Platform, Recipes and Connectors (collectively, "**Feedback**"), Account Holder grants to Workato a non-exclusive, worldwide, perpetual, irrevocable, freely sublicensable and fully transferable license to make, use, sell, reproduce, create

derivatives of, display or otherwise practice the Feedback. Workato will not publicly associate such Feedback with Account Holder without prior written consent.

(d) <u>Usage Data</u>. Workato will compile statistical and technical data and information related to or generated through the performance, operation and use of the Workato Platform and related features and functionality ("**Usage Data**"). For purposes of clarity, Usage Data may include Account Information subject to the Privacy Policy, but will exclude all Account Holder Data processed on the Workato Platform. Workato will own and retain all right, title, and interest in and to the Usage Data (except that Workato does not own any Account Information) and may use Usage Data during and after the Term for the purposes of implementing, operating, maintaining, auditing compliance, and improving (including training and machine learning of) the Workato Platform and fulfilling its obligations hereunder.

(e) <u>Use of Marks</u>. During the Term of this Agreement, each party hereby grants the other the right to use the party's trade names, trademarks or logos (collectively, the "**Marks**") solely in connection with and to the extent necessary for the marketing of the Workato Platform and the identification Account Holder as a User of the Workato Platform. Such use may include each party's use of the Marks on its website and in marketing materials. Any use of Marks by a party must correctly attribute ownership of such Marks and must be in accordance with applicable law and such party's then-current trademark usage guidelines. If a party objects to any use of its Marks by the other party, such party will immediately cease the use of the Marks on its website and to the extent commercially feasible, from its marketing materials and will obtain consent for any future use of the Marks. From time to time, Workato may request, and Account Holder agrees to (i) participate in case studies; (ii) issue press release(s) with regards to its use of the Workato Platform; (iii) collaborate with Workato on communications with the media; and (iv) speak at future Workato event(s). The terms of such engagement shall be mutually agreed to in writing in advance. All goodwill arising out of the use of the Marks of a party by the other party shall be on behalf of and shall inure to the benefit of the party owning the Marks.

4. **Compliance with Laws; Restrictions.**

(a) Account Holder will not, and will not authorize any third party to, directly or indirectly: (i) interfere or attempt to interfere with the proper working or other User's use of the Workato Platform, including through abuse of server capacity; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure of the Workato Platform or any software or data related to the Workato Platform, provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable statute; (iii) copy, alter, modify, or create derivative works of the Workato Platform or any software, source code, object code, underlying structure, design, look and feel, expression, ideas or algorithms, or Documentation thereof; (iv) sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Workato Platform; (v) remove or otherwise alter any proprietary notices or labels from the Workato Platform or any portion thereof; (vi) bypass any measures to prevent or restrict access to the Workato Platform (or other accounts, computer systems or networks connected to the Workato Platform); (vii) scan or test vulnerability of the Workato Platform or related products and services without Workato's prior written consent; or (viii) use the Workato Platform: (1) for any fraudulent or unlawful purpose, (2) in violation of any applicable laws, treaties or regulations, or a third party's proprietary or contractual rights, (3) to build any products or services that are competitive to the Workato Platform, (4) from any sanctioned, embargoed, prohibited, or unauthorized country where Workato cannot provide or is prohibited from providing access, (5) in a way that circumvents any contractual usage limit, or (6) for any system or application in which the failure of the Workato Platform could create a risk of personal injury or death, such as medical systems, life sustaining or life-saving systems, transportation systems, or nuclear systems, or (7) in any way that otherwise violates the use restrictions in this Agreement or Documentation.

(b) Account Holder acknowledges and agrees that Account Holder's Subscription to the Workato Platform is limited to Account Holder's own internal business operations and no right is granted hereunder to use the Workato Platform for the benefit of third parties, including as service bureau, time-sharing or managed Workato arrangement. Account Holder and Personnel shall not permit any third party other than its Personnel to access the Workato Platform. The Workato Platform may not be accessed for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Workato.

5. **Terms of Payment.**

(a) <u>Fees</u>. Account Holder shall pay all fees due to Workato annually in advance unless otherwise specified in the applicable Order Form ("**Fees**"). Fees are based on the Subscription purchased as set forth in the applicable Order Form. All Fees paid are non-refundable and payment obligations are non-cancelable. Account Holder shall not reduce the scope of the Subscription purchased and the applicable Fees during the relevant Subscription Term.

(b) <u>Payment Terms</u>. Fees are due net thirty (30) days from the invoice date unless otherwise specified in the applicable Order Form. Account Holder is responsible for providing complete and accurate billing and contact information to Workato and notifying Workato of any changes.

(c) <u>Late Payments</u>. Late Fees may accrue interest monthly at the lower of 1.5%, or the maximum rate permitted by law, chargeable from the date such payment was due until the date when Workato receives payment in full.

(d) <u>Taxes</u>. The Fees due are without deduction and are not inclusive of any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Account Holder will pay all Taxes associated with its Fees. If Workato has the legal obligation to pay or collect Taxes for which Account Holder is responsible, including any penalties and interest, the appropriate amount will be invoiced to and paid by Account Holder, unless Account Holder provides Workato with a valid tax exemption certificate authorized by the applicable taxing authority. Workato is solely responsible for taxes assessable against Workato based on Workato's net income.

(e) <u>True-up</u>. Workato may conduct usage analysis (the "**True Up**") at any time during the Term. If the True Up reveals that Account Holder's use of the Workato Platform exceeds the consumption threshold specified in the applicable Order Form, Workato will issue an order form for the difference between the quantities purchased in the existing Order Form and the consumption reflected in the True Up. Unless specified in the applicable order form, the fees for such excess use shall be based on Workato's then-current unit costs. Account Holder agrees to pay for such excess use in accordance with the payment terms in Section 5(b).

6.   Confidentiality.

(a) "**Confidential Information**" means non-public information relating to a Party's (the "**Disclosing Party**") technology, pricing or business disclosed hereunder to the other party (the "**Receiving Party**") that is designated in writing, or identified orally at time of disclosure, by the Disclosing Party as "confidential" or "proprietary," or under the circumstances, a person would reasonably assume to be confidential or proprietary information of the Disclosing Party. During the Term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement, the Receiving Party shall maintain the confidentiality of the Confidential Information using at least the same degree of care that such party uses to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Neither party will use or disclose any Confidential Information except as specifically contemplated herein, or other than to its employees or agents who need to know the Confidential Information for its performance of this Agreement and such employees or agents are bound by confidentiality obligations substantially similar to these herein. The Receiving Party is responsible for its employees' or agents' breach of these confidentiality obligations.

(b) The foregoing restrictions do not apply to information that: (i) has been independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information; (ii) has become publicly known through no breach of this section by the Receiving Party; (iii) has been rightfully received by the Receiving Party, without obligation of confidentiality, from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the Disclosing Party; or (v) was known by the Receiving Party without obligation of confidentiality prior to receipt from the Disclosing Party. The disclosure by the Receiving Party of the Confidential Information will not be considered a breach of this section to the extent that such Confidential Information is required to be disclosed by a competent legal or governmental authority, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure, assists in obtaining an order to protect the information from public disclosure (if legally permissible) and will only disclose that portion of Confidential Information that is legally required to be disclosed.

(c) Except as may be necessary to be retained by legal or archival requirements, external accounting standards, or regulatory requirements, all the Confidential Information within any copies and records, will be promptly returned or destroyed by the Receiving Party, at the Disclosing Party's discretion and upon its written request (including any written notice of termination of this Agreement by either party). Notwithstanding anything to the contrary, the Receiving Party will not be obligated to erase Confidential Information contained in an archived computer system backup made in accordance with reasonable disaster recovery procedures, provided that such archived copy will remain subject to these obligations.

(d) The Parties acknowledge that any breach of this section may cause irreparable damage to the Disclosing Party, for which monetary damages will not provide adequate compensation. In addition to any other remedy available at law or in equity, the Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief against a breach or threatened breach of this section.

7. **Privacy, Security and Data Protection.**

(a) <u>Services Privacy Policy</u>. The use of the Workato Platform by Personnel is subject to Workato's Services Privacy Policy ("**Privacy Policy**"), found at https://www.workato.com/legal/privacy-policy/services-privacy-policy, which is hereby incorporated by reference into this Agreement, provided that all references to the "Terms of Service" in the Privacy Policy will refer to this Agreement. Workato will use the Account Information in accordance with this Agreement and the Privacy Policy.

(b) <u>Data Protection Laws</u>. Each party will (i) comply with the General Data Protection Regulation (EU) 2016/679, the United Kingdom Data Protection Act 2018, the California Consumer Privacy Act of 2018, and Singapore Personal Data Protection Act 2012, each as applicable and as amended, repealed, replaced and consolidated from time to time; (ii) notify the other if it reasonably believes there is any nonconformity with any applicable data protection laws and work jointly to address any noncompliance with applicable data protection laws; and (iii) notify in advance of the applicability of and work in good faith to amend this Agreement or the DPA with respect to any other data protection laws, rules, and regulations which may become applicable to Workato's processing of Account Holder Data under this Agreement. To the extent that Account Holder is the Controller and Workato is the Processor for Account Holder of Personal Data that is subject to the Data Protection Laws (each as defined in the Data Processing Addendum located at https://www.workato.com/legal/dpa, the "**DPA**"), the DPA is and hereby incorporated into the Agreement with respect to the Processing of such Personal Data.

(c) <u>Security</u>. Workato will maintain data security protections in accordance with industry standards. An overview is available at www.workato.com/legal/security (the "**Security Overview**"), which includes appropriate technical and organizational measures to ensure the security, privacy and confidentiality of Account Holder Data. Workato will maintain security incident management policies and procedures and will notify Account Holder without undue delay after becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Account Holder Data ("**Data Breach**"). Workato will take remedial steps pursuant to its security incident management policies and procedures that are necessary and reasonable to identify and remediate the cause of such Data Breach.

8. **Representations and Warranties.**

(a) <u>Mutual Warranties</u>. Without limiting any other representation, warranty under this Agreement , each party hereby represents and warrants to the other party that: (i) it has the full power and authority to enter into this Agreement; (ii) this Agreement is a valid and binding obligation of such party; (iii) it will use industry standard measures to avoid introducing viruses, malicious code, or similar harmful materials into the Workato Platform; and (iv) it has obtained and shall maintain throughout the Term of this Agreement all necessary licenses, authorizations, approvals and consents to enter into, exercise its rights and perform its obligations hereunder in compliance with all applicable laws, rules and regulations.

(b) <u>Workato Warranties</u>.

(i) Workato represents and warrants that during the Subscription Term, the Workato Platform (including any Recipes and Connectors created by Workato) will function in accordance with the Documentation in all material and applicable respects; the exclusive remedy for a violation of this warranty shall be for Workato to correct the non-conformance within thirty (30) days from the date Workato receives written notice of such non-conformance, or if Workato cannot substantially fix the

non-conformance in a commercially reasonable manner, Account Holder may terminate the applicable Order Form and Workato will issue a refund for any unused, pre-paid fees following the effective date of the termination.

(ii) Workato represents and warrants that it has all title and license required to provide the Workato Platform and that the Workato Platform will not and does not infringe or misappropriate any third party's intellectual property rights; the exclusive remedy for a violation of these warranties is indemnity as described in Section 10(b) (Indemnification by Workato).

(iii) Workato represents and warrants that any Professional Services will be provided in a professional and workmanlike manner in conformity to industry standards and in accordance with the specifications in the SOW; the exclusive remedy for a violation of this warranty shall be for Workato to correct the nonconformance within thirty (30) days from the date Workato receives written notice of such non-conformance, or if Workato cannot substantially fix the non-conformance in a commercially reasonable manner, Account Holder may terminate the applicable SOW and Workato will issue a refund for any unused, pre-paid fees of the SOW following the effective date of the termination.

(c) Warranty Disclaimer. WORKATO DOES NOT WARRANT THAT THE WORKATO PLATFORM WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT THE WORKATO PLATFORM WILL MEET ACCOUNT HOLDER'S REQUIREMENTS. WORKATO IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE WORKATO PLATFORM TO THE EXTENT ARISING FROM ACCOUNT HOLDER'S ACTIONS, DATA, THIRD PARTY APPLICATIONS OR OTHER SERVICES PROVIDED BY THIRD PARTIES. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND WORKATO MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WORKATO PLATFORM AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR RESULTS, AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability.

(a) TO THE EXTENT NOT PROHIBITED BY LAW, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, GOODWILL OR REPUTATION THAT RESULT FROM THIS AGREEMENT, EVEN IF SUCH PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) TO THE EXTENT NOT PROHIBITED BY LAW, AND EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S OR ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED IN THE AGGREGATE THE AMOUNTS PAID OR PAYABLE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

10. Indemnification.

(a) Indemnification by Account Holder. Account Holder shall defend, indemnify and hold harmless Workato, its Affiliates and each of its and its Affiliates' officers, directors, agents and employees from all claims, demands, proceedings, or suits brought by an unaffiliated third party (i) alleging that any Account Holder Data, or the Recipes or Connectors created by Account Holder infringe or misappropriate such third party's intellectual property rights, proprietary rights or any applicable law, or (ii) arising from Account Holder's use of the Workato Platform in violation of this Agreement, the Documentation, or applicable law. Account Holder will pay any costs and damages attributable to such claim that are finally awarded by a court against Workato or agreed to pursuant to a settlement agreement.

(b) <u>Indemnification by Workato</u>. Workato shall defend, indemnify and hold harmless Account Holder, its Affiliates and each of its and its Affiliates' officers, directors, agents and employees from all claims, demands, proceedings, or suits brought by an unaffiliated third party alleging that the Workato Platform (excluding the Account Holder Data, and the Recipes or Connectors created by Account Holder or any third party) infringes or misappropriates the intellectual property rights or proprietary rights of such third party. Workato will pay any costs and damages attributable to such claim that are finally awarded by a court against Account Holder or agreed to pursuant to a settlement agreement.

(i) If an infringement or misappropriation claim covered under this section is made or threatened, Workato may, in its sole discretion: (A) replace or modify the Workato Platform with a non-infringing alternative having substantially equivalent capability; (B) procure the right for Account Holder to continue its use of the Workato Platform; or (C) notwithstanding Workato's indemnification obligation hereunder, terminate this Agreement without penalty and refund any unused, prepaid fees for the remainder of the unexpired Subscription Term to Account Holder.

(ii) Workato shall have no liability under this section to the extent that any third-party claims described herein are based on (A) use of the Workato Platform in a manner that violates this Agreement or the Documentation, or the instructions given to Account Holder by Workato; (B) any information, technology, materials or data (or any portions or components of the foregoing) not created or provided by Workato; (C) any portion of the Workato Platform that was modified after delivery by Workato; (D) combination of the Workato Platform with other Third-Party Applications, products, processes, materials or other technology not provided by Workato (where the claim arises from or relates to such combination); or (E) where Account Holder continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.

(iii) THIS SECTION STATES THE ENTIRE OBLIGATION OF WORKATO AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE WORKATO PLATFORM.

(c) <u>Indemnification Procedure</u>. These indemnification obligations are contingent upon the party seeking indemnity: (i) promptly giving the indemnifying party written notice of the claim, provided that the failure to do so does not relieve the indemnifying party of its obligations herein except to the extent that the indemnifying party is prejudiced by such failure to give notice; (ii) giving the indemnifying party sole control of the defense and settlement of the claim, except that the indemnifying party may not settle any claim without the indemnified party's prior written consent (not to be unreasonably withheld); and (iii) giving the indemnifying party all reasonable assistance in the defense and settlement of the claim (at the indemnifying party's sole expense), provided that the indemnified party may, at its own expense, retain counsel to independently evaluate the infringement claim(s).

11. Term; Termination.

(a) <u>Term</u>. The term of this Agreement will commence on the Effective Date and will continue for as long as the Workato Platform is being provided to Account Holder under this Agreement and the applicable Order Form(s). The Subscription Term will commence and continue for the period set forth in the applicable Order Form between Workato and the Account Holder, which governs Account Holder's Subscription, unless terminated earlier in accordance with this Agreement. Except as otherwise stated in the applicable Order Form, each Subscription Term shall automatically renew for successive one (1) year periods at Workato's then-current pricing for Account Holder's Subscription (the "**Renewal Period**"), unless either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term, including the initial Subscription Term or Renewal Period, as applicable.

(b) <u>Termination</u>. Either Party may terminate the Agreement: (i) upon thirty (30) days' written notice, due to the other party's material breach of this Agreement that is not cured during the 30-day notice period; (ii) immediately upon written notice of the institution by or against the other party of insolvency, receivership or bankruptcy proceedings that are not dismissed within sixty (60) days of the date of filing; (iii) upon the other party's making an assignment for the benefit of creditors; or (iv) upon the other party's dissolution or ceasing to do business.

(c) <u>Effects of Termination</u>. Upon termination or expiration of this Agreement, all licensed rights granted to Account Holder in this Agreement will immediately cease to exist, and Account Holder shall cease all use of the Workato Platform and delete or destroy all copies of the Documentation in its possession and for terminations by Account Holder, Workato will issue a refund for any unused, pre-paid fees following the effective date of the termination. Termination of this Agreement will result in the termination of all ongoing Order Forms; provided, however, that the termination or modification of a single Order Form will not result in the termination or modification of this Agreement.

(d) <u>Survival</u>. The provisions of Sections 3 (Ownership, Licenses), 4 (Compliance with Laws; Restrictions), 5 (Terms of Payment), 6 (Confidentiality), 8(c) (Warranty Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), 11(c) (Effects of Termination), 12 (Governing Law), 13 (Dispute Resolution and Arbitration), 14 (Trial and Non-Paid Accounts), and 20 (Miscellaneous) of this Agreement will survive any termination or expiration of this Agreement.

12. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Each party agrees that any action arising out of or relating to this Agreement will be filed only in the state or federal courts in Santa Clara County, California, and each party hereby consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, except that each party shall have the right to pursue injunctive or other equitable relief at any time, and Workato shall have the right to pursue payment of Fees due hereunder, from any court of competent jurisdiction.

13. Dispute Resolution and Arbitration.

Should a dispute arise out of or relating to this Agreement, the parties shall engage in good faith, informal dispute resolution for a period of thirty (30) days. The party claiming the dispute will deliver written notice to the other party. Within five (5) business days of receipt of such notice, the parties shall commence good faith discussions. Except to the extent necessary to prevent irreparable harm or to preserve rights or remedies, neither Party will initiate arbitration or litigation until thirty (30) days after the first day of such written notice. Should the parties fail to resolve such dispute informally, they shall thereafter engage in binding arbitration conducted in accordance with the then-current Commercial Dispute Rules of JAMS/Endispute ("**JAMS**") strictly in accordance with the terms of this Agreement and the substantive law of the State of California, without regard to its conflict of laws principles. The arbitration shall be held at the office of JAMS located in Santa Clara County, California, and it shall be conducted by one arbitrator, pursuant to JAMS arbitration rules, and shall be conducted in accordance with JAMS' Optional Expedited Arbitration Procedures. The binding arbitration shall be at the parties' joint and equal expense, except that costs and reasonable attorneys' fees will be awarded to the prevailing party upon conclusion.

14. Trial and Non-Paid Accounts; Optional Features.

(a) Notwithstanding any other provision of this Agreement, *solely* with respect to any trial ("**Trial**") or non-paid subscriptions ("**Non-Paid Account**") to the Workato Platform:

(i) <u>Limited License</u>. During the terms, Workato grants Account Holder a non-exclusive, non-transferable, non-sublicensable, limited license to use the Workato Platform with limited features and Transactions as provided by Workato or otherwise listed in the Order Form (if any), solely for Account Holder's internal evaluation in a non-commercial environment and not for general production use. Account Holder shall not process any production data during the Trial.

(ii) <u>Limited Liability</u>. The Trial and Non-Paid Accounts are provided "AS-IS" and no warranty or indemnification provisions of this Agreement will apply to such Trial and Non-Paid Account. With respect to the Trial and Non-Paid Account, Sections 8(b) (Workato Warranties) and 9 (Limitation of Liability) of this Agreement shall not apply, provided that under no circumstances will Workato or its Affiliates be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages that result from this Agreement, even if Workato or its authorized representative has been advised of the possibility of such damages; in no event will Workato or its Affiliates be liable to Account Holder for any damages, losses, and causes of action arising out of

or relating to the Trial or Non-Paid Account (whether in contract or tort, including negligence, warranty, or otherwise) in the aggregate exceed $100 USD.

(iii) <u>Term; Termination</u>. (A) The terms of the Trial will be for thirty (30) days after the Effective Date (including any extensions authorized by Workato in writing) or otherwise listed in the Order Form (if any). In addition to the rights under Section 2(f) (Suspension) of this Agreement, Workato may immediately terminate Account Holder's access to the Workato Platform under a Trial or Non-Paid Account if Workato reasonably determines that Account Holder has committed any breach of this Agreement or threatens the security, integrity or availability of the Workato Platform, or upon expiration of the term on the Trial unless the parties have entered into a commercial agreement for the use of the Workato Platform. In the event that the Trial expires without the parties entering into a commercial agreement, the Trial will immediately turn into a Non-Paid Account. (B) Workato may terminate any Non-Paid Account and/or delete any Non-Paid Account for convenience or for any reason and without any further obligation to the Account Holder of the Non-Paid Account.

(b) <u>Optional Features</u>. Certain optional features may be available to Account Holder ("**Optional Features**"), including features that involve use of artificial intelligence provided by Workato or its licensors ("**AI Features**"). Such Optional Features are subject to additional terms at https://www.workato.com/legal ("**Additional Product Terms**"). By accessing or using such Optional Features, Account Holder hereby agrees to the applicable Additional Product Terms.

15. Export Compliance.

The Workato Platform and derivatives thereof are subject to export controls and sanctions laws and regulations of the United States and other jurisdictions (the "**Export Controls**"). The parties will comply with all applicable Export Controls. Account Holder will not access or use the Workato Platform in any manner that would cause any party to violate any Export Controls, including access or use the Workato Platform in a U.S.-embargoed country or region, or process any data or use the Workato Platform for any prohibited end use (e.g., nuclear, chemical, or biological weapons proliferation, or missile-development purposes).

16. Non-Sanctioned Status.

Account Holder warrants that neither Account Holder nor any of its executive officers, directors or any individual, entity, or organization holding any ownership interest or controlling interest in Account Holder ("**Connected Persons**") is an individual, entity, or organization with whom Workato is prohibited from dealing by any law, regulation, or executive order, including, without limitation, names appearing on the U.S. Department of the Treasury's Office of Foreign Assets Control's and Specially Designated Nationals and Blocked Persons List. Further, Account Holder understands that if at any time during the term of this Agreement, Account Holder or any of its Connected Persons, is determined to be or for any reason becomes and individual, entity, or organization with whom Workato is prohibited from dealing in accordance with this section, Account Holder shall give immediate written notice to Workato and Workato shall have the right to terminate this Agreement and any Order Form hereunder with immediate effect, without fault or liability. If Workato exercises the termination right described herein, Account Holder shall pay Workato for any Fees prior to the effective date of termination and shall not be entitled to any refund for any unused, pre-paid Fees following the effective date of termination, unless payment is prohibited by law.

17. Anti-Corruption.

Each party agrees to comply with the U.S. Foreign Corrupt Practices act, the UK Bribery Act 2010 and other applicable anti-corruption or anti-bribery law ("**Anti-Corruption Laws**"), and agrees not to violate, cause the other party to violate, or knowingly let anyone violate the applicable Anti-Corruption Laws. Each party agrees that it will not make any payment or give anything of value, including payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Workato Platform and any associated services. Furthermore, neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

18. Force Majeure.

Neither party shall be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party, ("**Force Majeure**"). Both parties will use reasonable efforts to mitigate the effect of a Force Majeure event. If such event continues for more than thirty (30) days, either party may cancel unperformed services and affected Order Forms upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Account Holder's obligation to pay for the services.

19. Reseller.

(a) Notwithstanding any other provision of this Agreement, *solely* in the event that Account Holder purchases the Subscription and receives access to the Workato Platform through a reseller authorized by Workato (the "**Reseller**") pursuant to an agreement with the Reseller (the "**Reseller Agreement**"), the following terms apply:

(i)   the pricing and payment terms in the Reseller Agreement apply and all payment will be made directly to the Reseller, and, for the avoidance of doubt, the obligations outlined in Sections 5(a) - (d) of this Agreement shall not apply;

(ii) any support services provided in and disputes related to the Reseller Agreement, including processing of any refunds provided in this Agreement, shall be handled only between Account Holder and the Reseller;

(iii) Account Holder's use of the Workato Platform will be governed by this Agreement, and Workato will not be bound by the Reseller Agreement, nor any representations and warranties made by the Reseller that are not included in this Agreement; and

(iv) if Reseller breaches its obligations to Workato (including a failure to pay Workato the fees owed), Workato may terminate this Agreement, suspend Account Holder's access to the Workato Platform, or cease providing the Workato Platform to Account Holder without incurring any liability to Account Holder or the Reseller.

20. Miscellaneous.

(a) Assignment. This Agreement, and any rights and obligations hereunder, may not be transferred or assigned by either party without the other party's prior written consent, except that no such consent shall be required for assignment to a successor or an acquirer of all or substantially all of the assigning party's business or assets to which this Agreement and associated Order Form relate, and the assigning party has notified the other party in writing. Any purported assignment in violation of the foregoing shall be void and without effect.

(b) Independent Contractors. Workato and Account Holder are independent contractors, and neither Workato nor Account Holder is an agent, representative or partner of the other. Workato and Account Holder shall each have sole responsibility for all acts and omissions of their respective personnel. Neither party has any obligation for any employee-related benefits or withholding taxes applicable to the other party's personnel performing services pursuant to this Agreement.

(c) Entire Agreement. This Agreement together with the applicable Order Form set forth the entire agreement between Workato and Account Holder and supersedes any and all prior agreements (whether written or oral) with respect to the subject matter of this Agreement.

(d) Amendments. The parties acknowledge and agree that the Documentation, AUP, Privacy Policy, DPA, and Security Overview may be updated by Workato from time to time during the term of this Agreement, provided that updates to such agreements and policies shall not result in a material degradation of the security, integrity, availability, or stability of the Workato Platform. This Agreement may be amended (i) by a writing executed by a duly authorized representative of each party, or (ii) by an update to this Agreement on Workato's website which shall become effective upon (A) Account Holder's execution of a renewal Order Form referencing these terms, or (B) in the case of a Trial or Non-Paid Account, by Account Holder's continue use of the Workato Platform after receiving notice of such update.

(e) <u>Order of Precedence</u>. In the event of any conflict between (i) this Agreement and the Order Form and where applicable, a purchase order issued by Account Holder the order of precedence shall be as follows: (A) the Order Form, (B) this Agreement, and then (C) any purchase order; (ii) this Agreement and the DPA, the DPA shall take precedence; (iii) this Agreement and any exhibit attached hereto, the exhibit shall take precedence; and (iv) the Order Form and SOW, the SOW shall take precedence.

(f) <u>Notices</u>. Any notices under this Agreement shall be in writing and shall be sent to, in the case of Account Holder, the email address associated with the Account; or in the case of Workato, to legal@workato.com or if by nationally recognized express delivery service with such notice deemed given upon receipt to: Workato Legal Team, 215 Castro Street, Ste 300, Mountain View, CA 94041.

(g) <u>Waiver</u>. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

(h) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(i) <u>Attorneys' Fees</u>. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

EXHIBIT A
Workato Support Agreement

Workato will provide support for its platform and product features in accordance with the severity of the issue. The table below provides a summary of the different severity levels.

Severity Level	Definition
Severity 1	Major service disruption. No workaround exists. Issues that significantly impact the performance and functionality of all major functions of the Workato Platform causing severe disruption to Account Holder's use of the Workato Platform. Environment/Workspace: Production
Severity 2	Key functionality impaired. A temporary workaround available. Issues that significantly impact the performance and functionality of a key function of the Workato Platform that causes significant disruption of Account Holder's use of the Workato Platform. Environment/Workspace: Production, Test/UAT
Severity 3	Moderate impact. Reasonable workaround available. Issues that significantly impact the performance and functionality of a function of the Workato Platform that causes some degradation in Account Holder's use of the Workato Platform. Environment/Workspace: Production, Test/UAT, Dev
Severity 4	Minor impact. Issues that are minor, cosmetic, usability or documentation-related Issues or general product feature/function queries. Environment/Workspace: Production, Test/UAT, Dev

(a) Severity Designation:

Workato's product support team will assess the severity of the Account Holder's reported issues and each issue will be assigned a severity level as set forth in the table above. The Account Holder must provide full details of the issue including the steps necessary to enable Workato to reproduce the issue.

(b) Response Time:

Upon receipt of a support request, Workato will investigate the issue and provide Account Holder with a response to each incident in accordance with the applicable Workato Support service plan as set forth in the table below.

Support Plan & Hours		Response Times			
Support Plan	Support Hours	Severity 1	Severity 2	Severity 3	Severity 4

Standard	8:00 am to 5:00 pm during Business Hours** (Mon-Fri)	4 Business Hours	8 Business Hours	4 Business Days	7 Business Days
Premier and Premium	6:00 am to 6:00 pm during Business Hours** (Mon-Fri)	2 Business Hours	4 Business Hours	3 Business Days	5 Business Days
Enterprise	24 X 7 X 365	1 hour	4 hours	2 Business Days	3 Business Days

** Business Hours/Business Days will be during the Support Hours and exclude any local public holidays and are based on applicable local times (in accordance with Account Holder's address stated in the Order Form) as shown below:

- America: Local United States time zone (EST, CST, MT, PST);

- Europe, the Middle East and Africa: Central European Time (CET); or

- Asia-Pacific: Singapore Standard Time (SGT)

- Japan: Japanese Standard Time (JST); or

- Australia and New Zealand: Australian Eastern Standard Time (AEST).

(c) Support will be provided during the Support Hours via the Workato Support Portal, email or chat, for trouble shooting, issue determination and resolution (including instructions for a workaround where necessary). In order to receive Support, Account Holder will (i) cooperate with Workato as required; (ii) provide Workato with all necessary information and resources, including information for Workato to investigate or replicate the Issue; and (iii) promptly implement the corrective procedures, updates or workarounds provided by Workato. Workato shall not be responsible for the disruptions to or failures of the Service to the extent caused by Account Holder's failure to timely provide or implement the foregoing.