

Workato, Inc. Workato Academy Agreement

This Workato Academy Agreement (this “**Agreement**”) is entered into by and between Workato, Inc. (“**Workato**” or “**we**”) and you (the “**Participant**” or “**you**”) as an individual participant of Workato’s training courses, bootcamp, and certification program (together, the “**Program**”), and governs the use of and participation in the Program. Capitalized terms used but not defined in this Agreement will have the meaning in the Terms of Service at <https://www.workato.com/legal/terms-of-service> (the “**Workato Terms**”).

BY USING OR PARTICIPATING IN THE PROGRAM, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE THAT PARTICIPANT ACCEPTS THIS AGREEMENT BY THE METHOD ABOVE.

The parties agree as follows:

1. Registration.

(a) By creating an account (“**Account**”) and registering for the Program, you warrant that (i) you are at least 18 years of age, unless you are accompanied by a parent, guardian, or educator who assists you with the registration and consent; and (ii) the information you submitted is up-to-date, true and accurate. Any registration based on inaccurate, false, or incomplete information will be disqualified.

(b) You will create and maintain unique access credentials associated with your Account for the use of and participation in the Program, will not authorize any third party to access your Account or use your Content, and will be responsible for all activities that occur under your Account.

(c) The training courses and bootcamp may be held online or in-person. All registration information, including training and course information, agenda, tickets and passes (if any), should be reviewed and confirmed on checking out. For any paid training courses and bootcamp, by registering for the Program, you warrant that you have the authority to authorize charges to the credit card or other method of payment, including any purchases through Workato’s third party providers. All fees displayed are exclusive of any applicable 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. Where applicable, such taxes will be charged upon checking out.

2. Program Use.

(a) Workato owns and retains all right, title, and interest in and to the Program and all derivatives, features, modifications and updates thereto, including the training courses, bootcamp, certification exam (“**Exam**”), and other content and materials with respect to the Workato Platform and related products and services (together, the “**Materials**”). The Program, Exam and Materials shall constitute Workato’s Confidential Information and be protected in accordance with the confidentiality clause under the Workato Terms.

(b) Subject to the terms and conditions of this Agreement, Participant will be granted a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable, limited term and personal right to access the Program and Materials solely for Participant’s non-commercial, personal, professional and educational purposes to (i) enhance and test Participant’s knowledge of the Workato Platform and related products and services; and (ii) to connect with the Program community and the other Users.

(c) Workato reserves the right to alter the content and timing of the Materials, and re-name, re-locate, or re-schedule any live training Program, or change the identity of speakers and lecturers, at any time without any liability to you. In such event, no refund will be provided to you.

(d) Use of the Program and Program community is subject to the acceptable use policy at <https://www.workato.com/legal/community> ("**AUP**"), as may be updated from time to time.

3. Certification.

(a) Subject to the terms of this Agreement, upon Participant's successful completion of the Exam and fulfilling all requirements under the Program, Participant may, at Workato's discretion, receive a personal, non-exclusive, non-transferable, limited term and revocable certification in relation to the use of the Program ("**Certification**"). Workato owns and retains all rights, title, and interest in the Certification.

(b) Upon Participant's receipt of a Certification, Participant shall comply and maintain the requirements under such Certification, including the obligations under this Agreement, for so long as Participant is certified by Workato under such Certification. In the event that Workato updates or modifies the requirements for a Certification, Participant shall promptly follow and fulfill any and all of such new requirements.

(c) Participant may be required to pay applicable fee to register for specific Exams for certain Certification. If payment of fee is required, unless otherwise specified in the requirements of the applicable Certification, Participant will be required to pay an additional recurring fee (i) at fifty percent (50%) of the initial fee for another two (2) attempts, after the initial two (2) attempts of the Exams; and/or (ii) upon each renewal of the Certification. Each Certification should be renewed every two (2) years following Participant's successful completion of the applicable Certification requirements.

(d) Participant acknowledges and agrees that (i) Workato and its designated persons have the final and sole discretion to interpret the rules and to award the Certifications (including whether to or not to award); (ii) failure to comply with the then-current requirements of Certification may result in disqualification of Certification, and Workato may immediately withdraw Participant's Certification at its discretion; (iii) completion of any and all Materials or Exam may not confer academic credits; and (iv) the issuance of Certification is not in any way a warranty or guarantee of Participant's abilities with regards to the Workato Platform in general, does not constitute any commitment or agreement of Workato, and any representations made to the contrary by Participant are strictly prohibited.

(e) Participant may not use the Certification in any way that: (i) may be construed to establish an affiliation between Participant and Workato or any third parties; or (ii) negatively impacts Workato's reputation or goodwill.

4. Participant Content; Workato Platform; Right to Use.

(a) Content. Participant may be required to submit accurate and up-to-date information requested by Workato, including the content, assignment, quiz, idea, answer, and response with respect to the Program, Materials and Exam, Feedback and other information or content Participant may submit in the Program, Exam and Program community (together, "**Content**"). Participant acknowledges and agrees that (i) any Content shall not infringe or misappropriate any person or entity's intellectual property rights, proprietary rights, or any applicable laws; (ii) any Content used within the Workato Platform may be removed upon the end of the training course or bootcamp and in accordance with the Workato Terms; (iii) if Participant submits any Content to Workato (including, for example, if Participant marks such Content "public" within the Workato Platform, or submit the Content for review or in response to an Exam, etc.), Participant hereby grants Workato a non-exclusive, irrevocable, perpetual, royalty-free, transferable, sublicensable,

assignable and worldwide license under any rights of the Content to view, use, perform, copy, modify, publish, and distribute such Content you submitted (including any ideas, concepts, know-how, data processing techniques, copyrights, patents, designs, inventions, software, source code and documentation and any other intellectual property rights associated with the Content), alone or with other materials, without further notice, additional payment or consideration; and (iv) Participant shall ensure that Participant is entitled to grant Workato the right under the Content, and that Participant shall not do or cause to be done any act that in any way may impair Workato's rights, title and interest in and to the Workato Platform and the Content.

(b) Personal Information. Participant will submit the accurate and up-to-date personal information requested by Workato, such as name, company name, role and title, which may be collected prior to and throughout the duration of the participation in the Program, including upon registration for the Program, access to certain Materials, participation in the Exam, and application for Certification. Such personal information is collected and used in accordance with Workato's Service Privacy Policy at <https://www.workato.com/legal/services-privacy-policy> ("**Privacy Policy**"), including to process Participant's Certification, and for the purposes of facilitating and administering the Program. Participant acknowledges and agrees that Participant's personal information may be shared internally within Workato, with Participant's employer, with the entity to which Participant is providing services, and with Workato's third party licensors and service providers for purposes relating to facilitating and administering the Program and Participant's participation thereto, including processing Certification, Exam scheduling, Exam delivery and fee processing. In addition, information related to Participant's use of the Program, for example, Participant's learning progress, grades, and Certifications received, may be publicly displayed or otherwise viewable by others, such as Participant's manager or others.

(c) Removal. Workato reserves the right to remove or modify any Content for any reason, including the Content Workato reasonably believes violates this Agreement, a third party's rights, or any applicable law.

(d) Workato Platform. If you are granted an access to Workato's orchestration platform (the "**Workato Platform**") in your participation of the Program, you agree that (i) Workato shall own and retain all rights, title, and interest in and to the Workato Platform and all derivatives, features, modifications and updates thereto; (ii) your use of the Workato Platform will be governed by the Workato Terms; (iii) you will access Workato's Non-Paid Products (defined in the Workato Terms), and notwithstanding the Workato Terms, your use of the Workato Platform under this Agreement shall be solely for your non-commercial, personal, professional and educational purposes to enhance and test your knowledge of the Workato Platform in accordance with this Agreement; (iv) the Platform Assets created by you as part of the Program may become a Community Platform Assets under the Workato Terms; and (v) your access to the Workato Platform may be terminated upon the end of the applicable trainings of the Program, unless otherwise specified by Workato.

(e) Feedback. With respect to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Participant relating to the Program, Materials and Workato Platform (collectively, "**Feedback**"), Participant grants to Workato a non-exclusive, worldwide, perpetual, irrevocable, freely sublicenseable and fully transferable license to make, use, sell, reproduce, create derivatives of, display or otherwise practice the Feedback.

5. Restrictions; Code of Conduct.

Participant must not (nor allow others to) (a) copy, alter, modify, or create derivative works the Materials, or sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Materials; (b) remove or otherwise alter any proprietary notices or labels from the Materials or any portion thereof; (c) share or transfer any Certification earned in the Program; (d) falsely state or misrepresent information related to the use of the Program, including Participant's

learning progress or Certifications received; (e) compromise the integrity or confidentiality of any Exam, disclose any Exam content, take an Exam on other's behalf, or engage in other academic misconduct; (f) infringe or misappropriate any intellectual property rights or other rights of Workato or any third party; (g) discriminate, abuse, harass, threaten, or span other attendees of the Program; (h) post any unauthorized or unlawful content, or any content that is obscene or otherwise objectionable; or (i) engage in other conduct or behaviors that are not appropriate, or in violation of this Agreement, applicable laws, or the instructions or policies provided by Workato.

6. In Person Program. This Section only applies to in-person training course or bootcamp.

(a) Workato may use multimedia in the in-person Program, such as text, photography, video, audio, online streaming and other mediums. By attending the in-person Program, you agree that Workato and its providers may use your name, image, voice, likeness, performance, statements, and biographical, professional, and other identifying information (including information provided by you or about you that is publicly available) (collectively, "**Likeness**") in connection with the in-person Program, and that your Likeness can be taken, recorded, live streamed, edited, used or published on the websites, social media pages, online platforms or all other mediums, or be reproduced in various media including the publications, social networks and press, or for further commercial, promotional, marketing and trade purposes and promotional activities of Workato around the world, during or after the in-person Program, alone or with other materials, without further notice, additional payment or consideration. You waive the right to inspect or approve any use of your Likeness as contemplated in this Agreement. Workato disclaims any liability for the capture or use of your Likeness by other attendees.

(b) YOU HEREBY FULLY UNDERSTAND AND KNOWINGLY, VOLUNTARILY AND IRREVOCABLY, ASSUME ALL RISKS, HAZARDS AND DANGERS RELATED TO ENTRY INTO, AND PRESENCE IN, AT AND AROUND THE VENUE AND IN-PERSON PROGRAM, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO COMMUNICABLE DISEASES, VIRUSES, BACTERIA OR ILLNESSES OR THE CAUSE THEREOF, SICKNESS, PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH. YOU HEREBY ACCEPT PERSONAL RESPONSIBILITY FOR YOUR VOLUNTARY ATTENDANCE AT THE IN-PERSON PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY ASSUME ALL RESPONSIBILITY OF CLAIMS AND POTENTIAL CLAIMS RELATING TO THE RISK, HAZARDS AND DANGERS DESCRIBED IN THIS AGREEMENT SAVE FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL CONDUCT BY WORKATO.

7. Warranty Disclaimer.

THE PROGRAM, MATERIALS, EXAM AND CERTIFICATION ARE PROVIDED AS-IS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKATO MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR RESULTS, AND FITNESS FOR A PARTICULAR PURPOSE. PARTICIPANT'S USE OF THE PROGRAM, MATERIALS AND CERTIFICATION, IS AT PARTICIPANT'S OWN RISK, AND PARTICIPANT MUST COMPLY WITH THIS AGREEMENT AND ALL APPLICABLE LAWS, RULES AND REGULATIONS IN DOING SO.

8. Indemnification.

Participant agrees to defend, indemnify and hold harmless Workato, its affiliates and each of its and its affiliates' officers, directors, agents and employees from and against any all third party claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising out of, relating to (a) Participant's breach of the obligations under this Agreement or

applicable law; (b) Participant's unauthorized use of the Certification; and (c) infringement or misappropriation by the Content provided by Participant of such third party's intellectual property rights, proprietary rights, or any applicable law.

9. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WORKATO'S, ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF (I) \$100, OR (II) THE TOTAL FEES PAID TO WORKATO FOR THE PORTION OF THE PROGRAM PROVIDED TO PARTICIPANT THAT GIVES RISE TO THE LIABILITY. IN NO EVENT SHALL WORKATO HAVE ANY LIABILITY TO THE PARTICIPANT FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Cancellation.

(a) Cancellation by Workato. If the training course or bootcamp you sign up for is cancelled by Workato other than due to your breach of this Agreement, Workato will (A) notify you as soon as possible of the cancellation; and (B) issue a credit to you for other training course or bootcamp, to be used within twelve (12) months from the date of issuance. Such credit constitutes Workato's entire obligation with respect to such cancellation. For clarity, you will not be reimbursed for any expenses you may have incurred for the training course or bootcamp.

(b) Cancellation by You. If you can no longer attend the training course or bootcamp you sign up for, you may cancel your registration by providing written notice to the email address at training@workato.com. You acknowledge and agree that any cancellation or nonattendance will not be refunded, and that the registration fees will remain due in full, provided that you may receive a credit for the future training course or bootcamp if a cancellation is made in writing up to 30 calendar days prior to the in-person training start date, or 7 days prior to the virtual training start date. Such credit will expire within twelve (12) months from the date of issuance.

11. Termination; Suspension.

Workato may immediately terminate the Agreement, suspend Participant's access to and use of the Program, Materials, Exam, and/or withdraw Participant's Certification, in the event that Workato has, in its sole discretion, reasonably determined that Participant (a) is in breach of this Agreement or (b) is otherwise engaging in any actions that threaten the security, integrity, availability or stability of the Program, Materials, Exam or Certification.

12. Governing Law; Venue and Waiver of Jury Trial.

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 Workato shall have the right to pursue injunctive or other equitable relief at any time and to pursue payment of fees due hereunder, from any court of competent jurisdiction. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

13. Compliance.

(a) The Program, Materials, 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 applicable Export Controls. You will not access or use the Program, Materials, and the Workato Platform in any manner that would cause any party to violate any Export Controls, including access or use the Program, Materials, and the Workato Platform in a U.S.-embargoed country or region, or process any data or use the Program, Materials, and the Workato Platform for any prohibited end use (e.g., nuclear, chemical, or biological weapons proliferation, or missile-development purposes).

(b) You certify that there are no laws, regulations, or rules that restrict or prohibit your attendance at the Program or would otherwise create a conflict of interest for Workato.

14. 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 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.

15. General.

(a) Assignment. All rights and obligations of Participant under this Agreement are personal and may not be assigned by Participant to any third party. Any attempted assignment will be null and void and shall constitute a breach of this Agreement.

(b) Independent Contractors. Workato and Participant are independent contractors, and nothing herein shall be construed as creating a partnership, agency or any form of joint enterprise based on this Agreement or Participant’s authorized use of the Certification.

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

(d) Amendments. Workato reserves the right to modify the terms of this Agreement, the Program, Materials, requirements for Certification, and any Exams at any time, with or without notice. Participant’s continued use of the Program, Materials, Certification, and Exams shall constitute Participant’s acceptance to the then-current versions of the foregoing.

(e) Non-Exclusivity. This Agreement is non-exclusive, and each party is free to make similar arrangements with other third parties.

(f) Notices. Any notices under this Agreement shall be in writing and shall be sent to, in the case of Participant, the email address associated with Participant’s account for the Program; 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, 1530 Page Mill Road, Suite 100, Palo Alto, California 940304, United States.

(g) Waiver. 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.