

Marketplace Developer Agreement

This Marketplace Developer Agreement (the “**Agreement**”) is by and between Workato, Inc., a Delaware corporation having its principal place of business at 1530 Page Mill Road, Suite 100, Palo Alto, CA 94304, United States (“**Workato**”) and the developer who assents to this Agreement (the “**Developer**”). Any terms not defined in this Agreement shall have the meaning set forth in the Workato Terms of Service.

BY ACCESSING OR USING THE WORKATO PLATFORM AND THE MARKETPLACE, DEVELOPER ACKNOWLEDGES THAT DEVELOPER AGREES TO BE BOUND BY THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT). THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE THAT DEVELOPER ACCEPTS THIS AGREEMENT BY OPENING AN ACCOUNT OR ACCESSES THE MARKETPLACE. IF AN INDIVIDUAL ACCEPTS THIS AGREEMENT ON BEHALF OF AN ENTITY SUCH INDIVIDUAL REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT.

Background

The developer program allows Developers to develop, distribute, maintain, and support Developer Assets within the Workato Platform and list the Developer Assets in the Marketplace (as defined below).

In order to develop Developer Assets, the Developer is required to log into the Workato Platform.

The parties agree as follows:

1. Definitions.

- (a) “**Connector**” means an instruction set which allows the transfer of data between software applications through the Workato Platform by using software scripts or application programming interfaces.
- (b) “**Developer Service**” means the hosted application or service offered by Developer to third parties, if any.
- (c) “**Developer Assets**” means Platform Assets and related documentation developed by Developer and posted in the Workato Platform or otherwise made available to Users. Developer Assets include the Partner Connectors and No Code Connectors, as defined in the AUP.
- (d) “**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>.
- (e) “**Marketplace**” means the website operated by Workato as part of the Community within the Workato Platform that lists Platform Assets for referral or purchase.
- (f) “**No Code Connectors**” means Partner Connectors that do not include the source code.
- (g) “**Partner Connectors**” means Connectors developed with the Workato Connector SDK, associated Recipes and related documentation that are developed by Developer and posted in the Workato Platform under this Agreement and posted in the Workato Platform on a no charge basis to be used by users of the Workato Platform.
- (h) “**Platform Assets**” means the assets, integrations, automations, workflows, and other components that can be designed, configured, created, used, and shared by the Users within the Workato Platform, such as Recipes, Connectors, pages, table storage, file storage, Apps, Agents, Genie, MCP Servers, and Workbots, each as further defined and described in the Documentation. Platform Assets can be developed by Workato, the Developer, third party providers or other Users.
- (i) “**Recipe**” means a set of commands that request the Workato Platform to carry out certain actions across software applications based on the occurrence of a designated trigger event
- (j) “**Referral Listings**” are Platform Assets listed on the Marketplace only for referral to Developer.
- (k) “**Workato Platform**” Workato’s software platform and related interfaces, software development kits, services and Documentation that provides Developer with access to certain products and services designed to connect applications and automate workflows.
- (l) “**Workato Connector SDK**” means Workato’s software platform for developing Connectors.

2. Obligations.

(a) **Workato Obligations.** Workato will use commercially reasonable efforts during Workato's normal business hours to answer questions relating to the use of the Documentation to create Connectors for the Developer Service or the operation of the Workato Platform. Questions may be submitted through the Workato support portal at <https://support.workato.com> Workato will bear its own expenses in connection with this Agreement. Workato will use commercially reasonable efforts to update Developers of the Workato Platform with workspace level statistics, as shown on the install page of the Connector, which may include the Connectors shared, Recipes built, and name of Developer. Workato may update and change the Workato Connector SDK at any time with or without notice and Workato does not guarantee continued compatibility.

(b) **Developer Obligations.** Developer agrees to use diligent, commercially reasonable efforts to develop, maintain, update and fully support the Developer Assets it creates, including timely addressing bugs, performance issues and compatibility updates, and to promote the use of the Developer Service with the Workato Platform. Developer will proactively ensure the ongoing functionality of the Developer Assets and will reasonably assist Workato in resolving any issues reported. Developer will bear its own expenses in connection with this Agreement. Developer is solely responsible and liable for any Developer Assets it develops. Developer agrees to provide Workato with a non-exclusive, non-transferable, royalty free, revocable, non-sublicensable license to a non-production account to access and use the Developer Service solely for the purposes of maintaining, supporting and testing the Developer Assets. Developer agrees to follow Workato's Partner Connectors guidelines (available at <https://docs.workato.com/partner-connectors>, the "**Partner Connectors Guideline**") for any Developer Assets created.

(c) **Separate Agreements.** In addition to the terms of this Agreement, the Developer may also be required to be bound by: (i) the Workato Terms of Service in order to use the Workato Platform (the "**Workato Terms**"); (ii) the Community AUP for use of the Workato Community (the "**AUP**"); and (iii) certain other agreements that may be presented with respect to other elements of the Service or related opportunities (each of which are a "**Separate Agreement**"). If there is any conflict between the terms of a Separate Agreement and this Agreement, then this Agreement shall control solely with respect to Developer's development and publication of Developer Assets and associated materials, as well as the use of the Marketplace; and the terms of the Separate Agreement shall take precedence with respect to the subject matter of such Separate Agreement.

3. Ownership and Licenses.

(a) As between the parties, Workato shall own all right, title, and interest in the Workato Platform and all Platform Assets not created by Developer including without limitation any data schema, data models and logic programming for the foregoing. Workato grants to Developer a non-exclusive license to make, use, share, and sell Developer Assets with and to other Workato users. Developer grants Workato an irrevocable, perpetual, transferable and sublicensable and worldwide license under any rights Developer owns in the Developer Assets created by Developer, to view, use, perform, copy, modify and distribute such Developer Assets, and use the Marks associated with those Developer Assets solely for the purpose of distributing those Developer Assets in the Workato Platform. Developer further agrees that Developer will not assert any claim or prosecute any action against Workato or any of Workato's customers for infringement or misappropriation of any Developer Assets created by Developer based on or arising from Developer Assets that are independently developed by Workato or its customers which are similar to or the same as any Developer Assets created by Developer.

(b) Developer shall own all right, title, and interest in the Developer Service, including Developer's data schema, data models and logic programming for the Developer Service. Workato agrees not to copy, alter, modify, or create derivative works of content made available through the Developer Service or otherwise use the Developer Service in any way that violates the use restrictions contained in this Agreement.

(c) During the term of this Agreement, Developer hereby grants to Workato a worldwide, sub-licensable, non-exclusive license to use the Developer Service solely for purposes of fulfilling the Workato rights and obligations contained herein and as otherwise permitted by this Agreement. Workato may compile and use aggregate data and usage statistics compiled about the usage of the Workato Platform.

(d) During the term of this Agreement and subject to the terms and conditions herein, Workato hereby grants to Developer a worldwide, non-sublicensable, non-exclusive license under its intellectual property to (i) use the Workato Platform solely for the purposes of demonstrating the Workato Platform to potential customers and for the development, maintenance, support and publication of Developer Assets under the terms of this Agreement.

(e) Feedback. With respect to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Developer relating to the Workato Platform, including any features and/or functionality of the Workato Platform or Platform Assets (collectively, "**Feedback**"), Developer hereby 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 Developer without prior written consent.

(f) Marks. During the Term of this Agreement, each party hereby grants the other the right to use such party's trade names, trademarks or logos (collectively, the "**Marks**"), solely in connection with and to the extent necessary for the marketing, distribution and support of the Developer Assets and the Workato Platform. Any use of Marks by a party must correctly attribute ownership of such Marks and must be in accordance with applicable law and the other party's then-current trademark usage guidelines. If a party objects to any use of its Marks by the other party, the other party shall immediately cease such use and shall obtain consent for any new future use of such Marks. 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.

(g) Other than as provided herein, neither party grant to the other party any license, express or implied, to the intellectual property of such party or its licensors.

4. Developer Assets, Partner Connectors and No Code Connectors.

Developer Assets may be made available in the Community and Marketplace. Notwithstanding the foregoing, certain Developer Assets, such as the Partner Connectors and No Code Connectors, may be made available through other means allowed by Workato. Any updates to the Partner Connectors will be electronically published via the Workato website; and any updates to the No Code Connector will be made available to the Users who already have access to the No Code Connector.

(a) Developer represents and warrants that (i) Developer is the owner or licensor of the **Developer Service** with which the Partner Connector or No Code Connector integrates, (ii) Developer has all title, license and rights to provide Workato with the license and access with respect to the Developer Service and Developer Assets under in this Agreement, and (iii) the Developer Assets will (1) function in accordance with its documentation in all material and applicable respects, (2) comply with all applicable laws and the requirements set forth in this Agreement, the Workato Terms, AUP and Partner Connectors Guideline, and (3) will not and does not infringe or misappropriate any third party's intellectual property rights.

(b) Any future enhancement requests, bug fixes, or code improvements relayed from Workato for the Developer Assets will be handled by Developer in accordance with the Service Level Agreement required by Workato. For avoidance of doubt, any updates to the Partner Connectors or No Code Connectors shall not result in degradation to the security, integrity, availability, stability or functionality of the Partner Connectors and No Code Connectors.

(c) Developer will provide Workato with (i) a fully functioning sandbox of the Developer Service (the "**Non-Production Instance**") and (ii) the source code of the applicable Partner Connector or No Code Connector, for testing, education, support, maintenance, demonstration and development purposes in accordance with the Workato Terms and this Agreement.

(d) In the event that Developer violates the Workato Terms, the AUP or this Agreement, including failure to provide proper updates or support of the applicable Developer Assets, Developer will, upon Workato's request, promptly resolve any issues or non-compliance raised by Workato. In the event that Developer fails to cure such violations, Workato may take over the support and maintenance of such Developer Assets and the parties will work together in good faith to work on the future support and maintenance plans for such Developer Assets.

(e) Upon termination or expiration of this Agreement, or in the event that Workato takes over the support and maintenance of any Developer Assets in accordance with Section 4(d), (i) the parties will work together in good faith to ensure the continued use of Developer Assets used by the parties' mutual customers; and (ii) subject to Workato's compliance with the applicable terms of the Developer Services as agreed by the parties, Developer agrees to continue providing Workato with access to the Non-Production Instance and the source code solely for the limited purposes stated in this Section.

(f) For Partner Connectors, (i) Workato will use commercially reasonable efforts to review the proposed Connector in accordance with the Partner Connectors Guideline, at the timeframe agreed by the parties; and (ii) in the event that Developer makes an update or any change to the Connector that has been labeled as a Partner Connector, such update or change will not be implemented until Workato's further review and approval in accordance with the Partner Connectors Guideline. For No Code Connector, Workato may, but is not obligated to, review the No Code Connector. Workato's review of any Partner Connectors or No Code Connector is at its discretion and shall not relieve Developer's obligations to such Connectors or the Users of such Connectors.

5. Compliance with Laws; Restrictions.

(a) Developer 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, (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) Notwithstanding the Workato Terms, Developer acknowledges and agrees that its use of the Workato Platform and Marketplace under this Agreement is limited to Developer's own development, maintenance, update and fully support the Developer Assets in a non-production instance and distribution of the Developer Assets in the Marketplace, and no right is granted hereunder to use the Workato Platform for its production use or business operations, or for the benefit of third parties, including as service bureau, time-sharing or managed Workato arrangement. Developer shall not permit any third party 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.

(c) Developer is prohibited from:

(i) Degrading or compromising the performance of the Workato Platform, appropriate support or assistance, or the security of the Workato Platform in any way.

(ii) Collecting, storing, or using, or allowing or assisting any person or entity to collect, store or use any documents, messages, graphics, images, files, content, data and other information uploaded, posted, transmitted or processed by users via the Workato Platform or through the Developer Assets ("Data"), including account configuration, recipe definitions, meta-data and data processed on the Workato Platform, whether identifiable and in aggregate or not, in any way

(including using Developer's access to Workato Connector SDK or APIs) for any purposes (including using data to contact any users).

(iii) Using any misleading and/or deceptive statements about functionality, performance, origin or data use of the Developer Assets.

(iv) Transmitting or introducing any viruses or malicious code that may damage, interfere with, intercept or expropriate any system or data.

(v) Providing unauthorized access to the Workato Platform, including bypassing measures Workato may use to prevent or restrict access to the Workato Platform.

(vi) Using unpublished APIs or any open source software as defined in <http://opensource.org/docs/osd>, <http://www.gnu.org/philosophy/free-sw.html>, or any other software which, as a condition of its use, development or redistribution, requires that such software, any modifications to that software and/or any other software with which it is integrated or combined be disclosed or distributed in source code form.

(vii) Asserting in the code of any Community Platform Asset that it is under any license terms from the Developer.

(viii) Misrepresenting that the Community Platform Asset is authorized by or produced by another individual, company or legal entity, including Workato.

(d) Workato and its designated personnel may perform security reviews on the Developer Assets at any time and in any manner Workato deems proper (each, a "**Security Review**"). Developer shall fully cooperate with any Security Review, including providing timely access to relevant technical documentation, environments, personnel, and materials reasonably required to complete the review. Developer has sole responsibility for adequate protection and backup of data and/or equipment used in connection with a Security Review and will not make a claim against Workato for lost data, re-run time, inaccurate output, work delays or lost profits resulting from a Security Review. Developer acknowledges and agrees that notwithstanding any Security Review conducted by Workato, Workato does not certify, warrant, endorse, or support any Developer Assets, nor does the Security Review relieve Developer of responsibility to ensure the security, compliance, integrity and availability of the Developer Assets.

6. Marketplace.

(a) Marketplace. Workato operates the Marketplace as part of the Community to enable Developers to offer Referral Listings to receive referrals for their implementation services. The following additional terms apply to all Referral Listings, in addition to all other applicable terms of the AUP and the Workato Terms.

(b) Eligibility. To list Referral Listings in the Marketplace, Developer must: (i) be a registered Developer in good standing under the AUP and the Workato Terms; (ii) complete Workato's enrollment process, which may include identity verification, tax documentation, and execution of any additional seller agreements required by Workato; (iii) provide and maintain valid bank account or other payment information for remittance purposes; and (iv) comply with all applicable laws and regulations, including those governing commercial transactions and digital content distribution.

(c) Listing Requirements. Each Referral Listing must: (i) include an accurate title, description, version, and applicable category; (ii) disclose all material dependencies, required third-party subscriptions or licenses, and compatibility requirements; (iii) specify the scope of the license being granted to Users; (iv) be fully functional and perform materially in accordance with its stated description at the time of listing and on a continuing basis; and (v) comply with all content, guidelines, quality standards and restrictions set forth in this Agreement, the AUP, the Workato Terms, and any Marketplace guidelines published by Workato from time to time (the "**Marketplace Guidelines**").

(d) Referral . Developer will provide an URL to its applicable websites for the Referral Listing in the Marketplace and provide a privacy notice to the Users in accordance with applicable data protection laws if Developer collects any personal information from the Users. Workato may be eligible to a referral bonus for any User's purchase via the Referral Listing from the Marketplace if agreed by the parties.

(e) Developer Support Obligations. In addition to the general support obligations in Section 2(b), Developers of Referral Listings must: (i) provide a dedicated support channel and acknowledge User support inquiries within three (3) business days; (ii) deliver substantive resolutions to reported material defects or functional failures within fourteen (14) calendar days following identification or notification, whichever is earlier; (iii) provide prior written notice to affected Users and to Workato of at least the remaining duration of any existing service obligation to any User (but in any case not less than ninety (90) days) before discontinuing, deprecating, or materially degrading any Referral Listing; and (iv) comply with any additional service level requirements set forth in the Marketplace Guidelines.

(f) Prohibited Marketplace Practices. In addition to the restrictions in Section 4 of this Agreement, Developers are prohibited from: (i) manipulating Marketplace ratings, reviews, or rankings through artificial means, including self-review, incentivized review schemes, or coordinated activity; (ii) (iii) misrepresenting the functionality, origin, compatibility, or pricing of any Referral Listing; (iv) listing a Platform Asset as a Referral Listing where an identical or substantially equivalent version is available for free through the Community without meaningful additional value or differentiation.

(g) Data privacy. Developer may market its services related to the Referral Listing to leads shared by Workato. Developer may not share or sell or use the lead contact information for any other purpose.

7. Warranties; Disclaimer.

(a) Warranties. Workato provides the Developer access to the Workato Connector SDK, Workato Platform, and the Documentation under this Agreement on an “AS IS” basis with no warranty of any kind.

(b) Developer. In addition to the warranty in Section 3(c) of the AUP, Developer represents and warrants that: (i) Developer has all rights, title, and authority necessary to offer each Referral Listing for sale through the Marketplace; (ii) each Referral Listing does not and will not infringe, misappropriate, or violate any third party’s intellectual property, privacy, publicity, or other proprietary rights; (iii) each Referral Listing, and will remain, free of malware, viruses, adware, and other malicious code; (iv) each Referral Listing will perform materially in accordance with its listing description throughout the period it is offered for sale; and (v) Developer will comply with all applicable laws governing the sale of digital content, including consumer protection and export control laws, in connection with Developer’s use of the Marketplace.

(c) Developer may not make any representations concerning the Workato Platform, the Community and Marketplace to any third party that are not approved by Workato in advance in writing. Developer represents and warrants that it has all rights necessary for to grant Workato and its users the rights to use Developer Assets created by Developer and posted to the Workato Platform.

(d) Disclaimer. WORKATO MAKES NO WARRANTIES TO DEVELOPER UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

8. Indemnity.

(a) Indemnification by Developer. Developer shall defend, indemnify and hold harmless Workato, its Affiliates and each of its Affiliates’ officers, directors, agents and employees from all liabilities, claims, and expenses awarded by a court or agreed to pursuant to a settlement agreement reached with an unaffiliated third party, that arise from or relate to any third party claim (i) alleging that any Developer Asset, Referral Listing, or Developer data infringes or misappropriates such third party’s intellectual property rights, proprietary rights or any applicable law, or (ii) arising from Developer’s use of the Workato Platform, the Marketplace, or Workato Connector SDK in violation of this Agreement, the Documentation, or applicable law.

9. Liability Limitation.

(a) TO THE EXTENT NOT PROHIBITED BY LAW AND EXCEPT WITH RESPECT TO A BREACH OF EITHER PARTY’S CONFIDENTIALITY OBLIGATIONS OR DEVELOPER’S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL

DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER.

(b) TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WORKATO'S TOTAL LIABILITY TO DEVELOPER FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, WARRANTY, OR OTHERWISE) EXCEED FIVE HUNDRED DOLLARS (\$500.00).

10. Term and Termination.

(a) Term. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect for a period of one (1) year and shall automatically renew for successive one (1) year terms unless either party terminates this Agreement pursuant to Section 10(b).

(b) Termination. Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever. This Agreement may also be terminated by either party upon ten (10) days written notice if the other party breaches this Agreement in any material respect and the breaching party fails to cure such breach within such ten (10) day period.

(c) Effect of Termination. Upon any termination or expiration of this Agreement, (i) Developer shall immediately cease use and promotion of the Workato Platform under this Agreement and shall immediately return to Workato, or at the option of Workato, destroy, all Confidential Information (as defined below) of Workato and the Documentation provided to Developer hereunder; and (ii) Workato may market, sell, provide, modify and maintain any of the Developer Assets to any third party, without obligation to pay Developer any royalties. Any termination or expiration of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law. Workato's right to use, copy, and modify the Developer Assets created by Developer will continue in perpetuity without regard termination or expiration of this Agreement as described in Section 3(a), and Workato's rights to use the Non-Production Instance will continue for so long as necessary for Workato's maintaining, supporting and testing the Developer Assets.

11. Confidentiality.

(a) Confidentiality. "**Confidential Information**" means non-public information disclosed by a party (the "**Disclosing Party**") 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, consultants, advisors or agents who need to know the Confidential Information for its performance of this Agreement and such personnel are bound by confidentiality obligations substantially similar to these herein, provided that the Receiving Party is responsible for these personnel's breach of these confidentiality obligations to the same extent that it would have been had it violated this Agreement itself.

(b) Exceptions. 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) Return and Destroy. All Confidential Information 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 may retain Confidential Information if necessary to comply with legal or regulatory requirements, external accounting standards, or otherwise as contained in an archived computer system made in accordance with reasonable disaster recovery procedures, provided that such copy will remain subject to these obligations.

(d) Irreparable Harm. The parties acknowledge that any breach of this section may cause irreparable damage to the Disclosing Party, for which monetary damages may be inadequate. 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.

12. Miscellaneous.

(a) 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 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).

(b) Non-Sanctioned Status. Account Holder shall ensure 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 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. If Account Holder or any of its Connected Persons is determined to be or for any reason becomes an 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 immediately terminate this Agreement and any Order Form upon written notice. If Workato exercises the termination right described herein, Account Holder shall pay Workato for any Fees due prior to the effective date of termination and shall not be entitled to any refund unless payment is prohibited by law.

(c) 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, anti-bribery or anti-money laundering law (together, "Anti-Corruption Laws"), and agrees not to violate, cause the other party to violate, or knowingly let anyone violate the applicable Anti-Corruption Laws. Neither party will receive or offer, or 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.

(d) Governing Law and Jurisdiction. 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. Subject to Section 14 (Dispute Resolution and Arbitration), 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.

(e) 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"). The

arbitration shall be held at the office of JAMS located in Santa Clara County, California, conducted by one (1) arbitrator 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.

(f) Privacy. The provision of personal information in connection with use of the Workato Platform by Developer shall be subject to Workato's Privacy Policy, found at <https://www.workato.com/legal/privacy-policy>, which is hereby incorporated by reference into this Agreement, provided, however, that all references to the "Terms of Service" in the Privacy Policy will refer to this Agreement.

(g) Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally, upon delivery if sent via express delivery service with proof of receipt delivery via email or by email to the email address associated with the account (in the case of Developer) or to legal@workato.com (in the case of Workato).

(h) Assignment. This Agreement may not be transferred or assigned 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, and the assigning party has notified the other party in writing and the assignee agrees in writing to assume all of the assigning party's obligations. Any purported assignment in violation of the foregoing shall be void and without effect.

(i) Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

(j) Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof.

(k) Updates. The parties acknowledge and agree that the Documentation, AUP, Privacy Policy, Security Overview and guidelines may be updated by Workato from time to time, provided that such updates 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, and will be deemed accepted by Developer at the earlier of: (a) immediately for those who first register with a Workato account after the notification is posted; (b) upon Developer's acceptance of the modified Agreement for pre-existing developers; provided, however, that changes required by law will be deemed accepted and effective upon any use of the Workato Platform or the Documentation by Developer following the date that Workato posts notice of such change; or (c) thirty (30)_days after it is posted on the website. Workato will provide a mechanism for Developer to subscribe to receive notice of the update. If Developer does not agree with the modifications to this Agreement within thirty (30) days after the date when Workato posts it on its websites, or if Developer subscribes to receive a notice, after the date when Workato sends the notification email, then Developer must send Workato notification of Developer's election to terminate this Agreement in accordance with Section 10(b). Such termination shall be Developer's sole and exclusive remedy.

(l) 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.

(m) Press Releases. Any news release, public announcement, advertisement, or other publicity released by either party concerning this Agreement shall be subject to the prior written approval of the other party, which approval shall not be unreasonably withheld or delayed. Send requests to Workato under this Section to pr@workato.com.

(n) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.