EMBEDDED SOFTWARE SUPPLEMENTAL TERMS

These Embedded Software Supplemental Terms ("**Embedded Terms**") amend the and supplement the Customer Agreement between you ("Customer") and the entity through which Customer has access to the Embedded Software ("Company") solely with regard to the Embedded Software (defined below) hosted and provided by Workato, Inc. ("Workato"). These Embedded Terms, together with the Customer Agreement, govern all integrations to and from the Company Service using the Embedded Software. In the event of any inconsistency between the Customer Agreement and these Embedded Terms, these Embedded Terms shall prevail with respect to the Embedded Software.

By accessing or using the Embedded Software to open an Account in the Embedded Software, Customer acknowledges and agrees that it has read, understood, and agrees to be bound by the Embedded Terms (including all of the terms and conditions specified or referenced in these Embedded terms). The effective date of these Embedded Terms shall be the date that Customer accepts these Embedded Terms by one of the methods described above.

1. **Definitions. The following additional definitions apply to these Embedded Terms:**
    (a) **"Access Credentials"** means the unique access credentials in connection with the Account for their use of the Embedded Software.

    (b) **"Account"** means the individual accounts on the Embedded Software created by Customer and may be administrated by Company.

    (c) **"Account Data"** means the configurations, meta-data, and definitions of Recipes and related assets in the Accounts.

    (d) **"Company Service"** means Company's hosted service and/or products provided to Customer under the Customer Agreement, excluding the Workato Platform, Recipes, Connectors, Embedded Software, and all associated products and/or service provided by Workato.

    (e) **"Connectors"** means API-based nodes allowing for the transfer of data between software applications through the Workato Platform which acts as a bridge. They will not function independently of the Workato Platform.

    (f) **"Customer Agreement"** means the agreement and the applicable order forms executed between Company and Customer pursuant to which Company is providing the Embedded Software as part of the Company Service to Customer.

    (g) **"Customer Data"** means all documents, messages, graphics, images, files, data and other information processed through the Embedded Software by Customer. It does not include Usage Data.

    (h) **"Embedded Agreement"** means the agreement between Company and Workato governing the provision of the Embedded Software to Company for its obligations in the Customer Agreement.

    (i) **"Embedded Software"** means the limited-use license of the Workato Platform that is embedded into the Company Service for which Customer is accessing via Company under the Customer Agreement and Embedded Terms.

    (j) **"Personnel"** means the authorized users of Customer (limited to Customer's employees, contractors and agents) who access the Embedded Software on behalf of Customer solely for Customer's internal business operation.

    (k) **"Recipes"** means a set of commands to the Workato Platform that request it to carry out certain actions across software applications based on the occurrence of a designated trigger event. They will not function independently of the Workato Platform.

    (l) **"Third-Party Applications"** means the applications, software, interfaces, APIs, products, services that interoperate with the Workato Platform but are solely provided by third parties (including Company or Customer).

    (m) **"Transaction Data"** means the records of processing the Customer Data on the Embedded Software.

    (n) **"Usage Data"** means non-identifiable and aggregated data, as well as Workato Platform usage, operational data and metrics compiled by Workato.

    (o) "**User**" means other users, customers, partners and developers of the Workato Platform.

    (p) **"Workato Platform"** means Workato's software platform and related interfaces, software development kits, services and documentation that are designed to connect applications and automate workflows, which includes Recipes and Connectors.

2. **Use of the Embedded Software.**
    (a) Workato shall own and retain all right, title, and interest in and to the Workato Platform, Embedded Software and all derivatives, features, modifications and updates thereto. During the term of the Customer Agreement and subject to

Customer's compliance with the provisions of the Customer Agreement and these Embedded Terms, Customer will have a worldwide, non-exclusive, non-transferable, non-sublicensable and revocable right to use the Embedded Software via the Company Service for its internal business operations. Customer's use of the Embedded Software is required to have the Company Services as an endpoint, which means that one connection in each Recipe must be one of the Company Services.

(b) In connection with foregoing license, Customer may allow its Personnel to use the Embedded Software through the Account(s), subject to Personnel's compliance with the provisions of these Embedded Terms. Customer shall ensure that all Personnel comply with the provisions and conditions of these Embedded Terms and Customer agrees that Customer will be fully responsible for all of such Personnel's activity in connection with the Embedded Software.

(c) Except as expressly set forth herein and Section 7 of these Embedded Terms, no other right, title or interest is granted to Customer, express or implied, with respect to the intellectual property of Workato and/or its licensors. If Customer wishes to use the Workato Platform or any of its functionalities or services other than those included in the Embedded Software, Customer may visit https://www.workato.com to contract directly with Workato for such functionalities or services.

3. Customer's Responsibility; Restrictions.
(a) <u>Restrictions</u>. Customer will not, and will not authorize any third party to: (i) interfere or attempt to interfere with the proper working of the Workato Platform or any other User's use of the Workato Platform, including through abuse of server capacity; (ii) use the Workato Platform for any fraudulent or unlawful purpose; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Workato Platform or any software or data related to the Workato Platform; (iv) copy, alter, modify, or create derivative works of the Workato Platform or any software, source code, object code or underlying structure, design, look and feel, expression, ideas or algorithms, or documentation related to the Workato Platform, or otherwise use the Workato Platform in any way that violates the use restrictions contained in these Embedded Terms or the documentation, including building any products or services that are competitive to the Workato Platform, or using similar ideas, features, functions of the Workato Platform; (v) sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Workato Platform; (vi) remove or otherwise alter any proprietary notices or labels from the Workato Platform or any portion thereof; (vii) bypass any measures Workato may use to prevent or restrict access to the Workato Platform (or other accounts, computer systems or networks connected to the Workato Platform); (viii) scan or test vulnerability of the Workato Platform or related products and services without Workato's prior written consent; or (ix) use the Workato Platform in violation of any applicable local, state, national and foreign laws, treaty or regulation, including any export control, sanctions regulations or other laws and regulations of the United States or any other jurisdiction, or a third party's proprietary or contractual rights. Workato competitors or individuals acting on behalf of a Workato competitor may not access the Workato Platform. The Workato Platform may not be accessed for the benefit of third parties, including as service bureau, time-sharing or managed Workato arrangement, or for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Workato.

(b) Third-Party Applications. Customer may use Third-Party Applications, but Customer is solely responsible for acquiring the licenses, and accepting and complying with their applicable terms and conditions and privacy policies. Customer and Company, as applicable, are solely responsible for its own use, and any data loss or other losses it may suffer as a result of using such Third-Party Applications. Workato hereby disclaims any liability whatsoever arising from Customers use of those Third-Party Applications. Workato does not warrant or support any Third-Party Applications, nor does it control the privacy practices of any Third-Party Application to which data may be sent or retrieved. Workato does not guarantee compatibility with any Third-Party Application and Workato is not responsible for any changes in the Third-Party Applications which might interrupt Customer's use or interaction with the Embedded Software.

(c) <u>Access Credentials</u>. Customer will create and maintain Access Credentials and must keep them secret and confidential. Customer will be responsible for all activities that occur using their Access Credentials.

4. NO WARRANTY. WORKATO MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION, ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WORKATO MAKES NO WARRANTIES WITH RESPECT TO THE RESULTS OF OR USE OF THE WORKATO PLATFORM, AND CUSTOMER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

5. Indemnification. Customer shall defend, indemnify and hold harmless Company, its affiliates and each of its and its affiliates' officers, directors, agents and employees from all liabilities, claims, and expenses (including reasonable attorneys' fees) that arise from or relate to any third party claim (i) alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, proprietary rights or any applicable law, or (ii) arising from Customer 's use of the Embedded Software in violation of these Embedded Terms or applicable law.

6. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL EITHER PARTY OR ITS

AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES THAT RESULT FROM THESE EMBEDDED TERMS, EVEN IF SUCH PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WORKATO'S TOTAL LIABILITY FOR ANY CLAIMS EXCEED US$100.

7. Ownership; Licenses.

(a) <u>Customer Data</u>. Customer will retain all right, title and interest in and to Customer Data. During the term of the Customer Agreement, Workato will have 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 right to use the Customer Data solely for the purposes of providing the Embedded Software in accordance with these Embedded Terms and fulfilling its obligations hereunder.

(b) <u>Recipes and Connectors</u>. 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 Customer. During the subscription term of the Customer Agreement, Customer has a non-exclusive right to make, use, and share Recipes and Connectors with other Users. Recipes and Connectors created by Customer are private by default in the Account, which means that only Customer has access to such Recipes and Connectors in its Account. Workato will not resell or reuse any private Recipe or any private Connector created by Customer. Customer can decide (at its own discretion) to share the private Recipes and private Connectors with other users by marking them "public", and Customer grants Workato an irrevocable, perpetual, transferable and sublicensable and worldwide license under any rights Customer owns in those Recipes and Connectors that are marked public, to view, use, copy, modify and distribute those Recipes and Connectors. Those Recipes and Connectors will become part of the Community Recipes and Connectors, available at https://www.workato.com/browse/connectors. Customer hereby agrees that it will not assert any claim or prosecute any action against Workato or any Users for infringement or misappropriation of any intellectual property rights of the Recipes or Connectors created by Customer resulting from Recipes and Connectors that are developed by Workato or Users which are similar to or the same as any Recipes and Connectors created by Customer.

(c) <u>Feedback</u>. With respect to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Workato Platform, including any features and/or functionality of the Workato Platform, Recipes and Connectors (collectively, "Feedback"), Customer 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 Customer without prior written consent.

8. Data; Deletion of Data.

(a) <u>Processing of Customer Data</u>. Customer represents, warrants and covenants that it has obtained and will maintain all necessary licenses, authorizations, approvals and consents to use, transmit and process Customer Data through the Embedded Software, and will be solely responsible for the accuracy, quality and legality of Customer Data; the means by which Customer acquired the Customer Data and Customer's use of Customer Data (notwithstanding that this may contain personal data, and may cross international borders); and that it will comply with all applicable privacy and data protection laws in the collection, use, and transfer of Customer Data.

(b) <u>Usage Data</u>. Workato can use Usage Data during and after the term of the Customer Agreement for the purposes of implementing, maintaining and improving the Workato Platform and fulfilling its obligations herein.

(c) <u>Deletion of Data and Account</u>. All Transaction Data in the Account will be deleted within 30 days from its processing date, or otherwise in accordance with the Company's subscription with Workato. Customer has the ability to, or request Company to, delete Account Data, Customer Data and Transaction Data at its own discretion. Upon request, Workato will delete the Accounts (together with all associated Account Data and Customer Data on the Workato Platform) within thirty (30) days unless otherwise required by applicable laws or governmental authorities. In the event that Company does not request (or Customer via Company) Workato to delete the Account, Workato may destroy the Accounts (together with all associated Account Data and Customer Data on the Embedded Software) left in Workato's system after termination or expiration of these Embedded Terms.

9. Company Service.

(a) Notwithstanding any access Customer may have to the Embedded Software via the Company Service, Company is the sole provider of the Company Service. Company and Customer alone are entering into a contractual relationship in relation to the Company Service. In the event that Company ceases operations or otherwise ceases or fails to provide the Company Service, Workato cannot provide the Customer Service to Company nor to refund Customer any fees paid by Customer to Company.

(b) Support. All technical support, questions, complaints or claims related to the Company Services and the Embedded Software will be provided by Company. Customer may not contact Workato for any technical support, questions, complaints or claims for the Company Services and Embedded Software.

10. Data Processing. Before processing any personal data through the Embedded Software, Customer must enter into a data processing agreement with Company in compliance with the applicable data protection and privacy law with respect to the processing of such personal data. Workato will enter into a data processing agreement with Company.

11. Termination and Suspension. Customer's access to, or use of, the Embedded Software (including all of Customer's rights granted in these Embedded Terms) may be terminated and/or suspended if: (a) Customer and/or any Personnel are in breach of these Embedded Terms, or otherwise engaging in any actions that threaten the security, integrity, availability or stability of the Workato Platform, **(b)** the Embedded Agreement is expired or earlier terminated, or **(c)** Company is in breach of the Embedded Agreement (including any late payment to Workato).