

Workato, Inc. Acceptable Use Policy for the Community

This Acceptable Use Policy for the Community (this “**AUP**”) governs the use of the community sharing features of the Workato Platform (the “**Community**”) and related services (together, the “**Service**”) provided by Workato, Inc. (“**Workato**”, “**us**” or “**we**”) by you or any individual or entity who accesses the Community (“**you**” or “**your**”). You, on behalf of the individual, company or legal entity that uses the Community, agree to abide by our [Terms of Service](#) or other written agreement(s) governing your use of the Workato Platform (the “**Workato Terms**”) as well as this AUP. Capitalized terms that are not defined in this AUP shall have the meaning given them in the Workato Terms.

1. Relationships.

(a) We encourage the users of the Services and Community to share the Recipes and Connectors they created with other Workato users through the Community by making them “public”. You are a developer (the “**Developer**”) if you create any Recipes or Connectors and mark them as “public”. Such Recipes or Connectors will be listed in the Community and become Community Recipes or Community Connectors (together, the “**Community Listings**”). You are a user (the “**User**”) if you use the Community and/or any Community Listings. Community Listings will include Connectors created by you and labeled as “Partner Connectors” in accordance with Section 4 below (the “**Partner Connectors**”). The use of the Partner Connectors will further be subject to the Documentation at <https://docs.workato.com/partner-connectors> and Section 4 of this AUP. Except as otherwise expressly provided in this Section and Section 4, the applicable terms with respect to Community Listings shall also apply to Partner Connectors.

(b) Your access to and use of the Community and/or the Community Listings are subject to the Workato Terms between you and Workato. As between the parties, Workato shall own all rights, title, and interest in the Services, the Community, and all Community Listings not created by you, including any Workato Connector SDK, API, data schema, data models and logic programming.

(c) Your rights to use any Recipes and Connectors, the ownership of the Third-Party Applications integrated with the Workato Platform via the Community Listings, as well as the indemnification obligations, confidentiality obligations, intellectual property rights and other licensing terms with respect to the use of the Services, Community and/or any Community Listings, are set forth in the applicable Workato Terms.

2. For Users.

You, as the User, further acknowledge and agree that:

(a) Community Listings are created and managed by the Developer. The Community Listings will be installed into your workspace within the Workato Platform and shall be used in accordance with the Workato Terms and Documentation. Notwithstanding the foregoing, the Partner Connectors are available out of the box, and any updates of Partner Connectors will be electronically published via the Workato website;

(b) Community Listings (including any Partner Connectors and any derivatives and updates) are provided “AS-IS”. Workato is not responsible or liable for any Community Listings. Any and all the warranties, representation, indemnifications, supports, and guarantees provided by Workato as set forth in the Workato Terms will not apply to any Community Listings, whether or not they are recommended by Workato or otherwise designated, labeled or marked by Workato in any way. We encourage you to conduct due diligence each time prior to using any Community Listings and their respective updates;

(c) the Marks used for each Community Listings are solely for indicating that such Community Listings are designed for the integration with the products or services provided by owners of the Marks. Except expressly stated otherwise in the description of the respective Community Listings, this Community and the Community Listings are not certified or endorsed by the owners of the Marks, nor to be compatible with the owners of the Marks and their products or services; and

(d) Workato does not offer any guarantee of response or support by the Developer.

3. For Developers.

You, as the Developer, further acknowledge and agree that for any Community Listing created by you:

(a) You 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 you;

(b) You acknowledge and agree that Users may use, copy, modify and redistribute such Community Listings, and that nothing in this AUP shall prohibit Workato or other Users from creating any Recipes and Connectors that are the same or similar to other Recipes and Connectors created by you;

(c) You represent and warrant that you have procured and will maintain all necessary rights, title and interest to (i) create, maintain and publish the Community Listings (including any API) in the Community for the intended use under this AUP; and (ii) any trade names, trademarks, service marks, logos and domain names associated with such Community Listings ("**Marks**") as designated by you;

(d) You warrant that the Community Listings created by you does not and will not violate Workato's or any third party's intellectual property rights or proprietary rights. You further represent and warrant that you will not make any statements to the contrary, including any statements that imply a Workato endorsement, certification, affiliation or partnership;

(e) You must comply with Section 5 of this AUP;

(f) You grant to Workato an irrevocable, perpetual, transferable, sublicensable, and worldwide license in such Community Listings to (i) view, use, perform, copy, modify, and distribute such Community Listings in connection the Services and this Community, including implementing, operating, maintaining, improving, developing, researching and marketing of the Workato Platform, the Recipes and Connectors, the Services and this Community, whether or not through other technologies such as Artificial Intelligence; (ii) at Workato's option, perform a Security Review (as defined in Section 3(c) below) on the Community Listings; and (iii) use the Marks associated with the Community Listings solely for the purpose of displaying the Community Listings within the Services, provided that Workato will comply with your applicable and reasonable usage policies as communicated by you to Workato in writing;

(g) You will use commercially reasonable efforts to maintain, support and update such Community Listings;

(h) You must supply and maintain valid and accurate contact information to Workato to enable contact to be made for customer support, security and legal purposes; and

(i) Workato and its designated personnel may perform security reviews on the Community Listings at any time and in any manner Workato deems proper (each, a "**Security Review**"). You have 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.

4. Partner Connectors.

We encourage you to follow Workato's Partner Connectors guidelines (available at <https://docs.workato.com/partner-connectors>, the "**Partner Connectors Guideline**") to improve the Connector created by you. If you wish to get Workato's "Partner Connector" labeled to the Connectors created by you, in addition to the requirements in Section 3, you must follow the Partner Connectors Guideline, and hereby acknowledge and agree that by applying for such labeling:

(a) Workato will use commercially reasonable efforts to review the proposed Connector in accordance with the Partner Connectors Guideline. Such review is at Workato's sole and absolute discretion, and Workato does not guarantee any timeline and has no obligation to label any Connector as a Partner Connector;

(b) Any future enhancement requests, bug fixes, or code improvements relayed from Workato for the Connector will be handled by you in accordance with the Service Level Agreement required by Workato;

(c) you will provide a fully functioning sandbox for any Connector created by you for use by Workato for testing, support, demonstration and development purposes in accordance with the Workato Terms; and

(d) in the event that you make 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, at its sole and absolute discretion without any obligation. For avoidance of doubt, any Partner's updates to the Partner Connectors shall not result in degradation to the security, integrity, availability, stability or functionality of the Partner Connectors.

5. Compliance; Restrictions.

(a) Compliance. Users and Developers must comply with all applicable laws and legal requirements, this AUP and any other contractual obligations with Workato or third party with respect to the use of the Service, the Community, any Community Listings and Third-Party Applications.

(b) Acceptable Use Policy. In addition to any use restrictions under the Workato Terms, in the use of the Services, Community, any Community Listings, the Users and Developers are prohibited from:

- (i) Degrading or compromising the performance of the Service or the Community, appropriate support or assistance, or the security of the Services or the Community 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 Services or through the Community Listings (“Data”), including Account configuration, Recipe definitions, meta-data and data processed on the Service, whether identifiable and in aggregate or not, in any way (including using your access to Workato Connector SDK or APIs) for any purposes (including using Data to contact any Users);
- (iii) Using any misleading or deceptive statements about functionality, performance, origin or Data use of the Community Listings;
- (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 Service, including bypassing measures Workato may use to prevent or restrict access to the Service;
- (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 Listings that it is under any license terms incompatible with the AUP;
- (viii) Misrepresenting that the Community Listings are authorized by or produced by another individual, company or legal entity, including Workato;
- (ix) Facilitating any violations of the law;
- (x) Conducting any fraudulent actions, willful misconduct or providing any malicious content, Data or statements to the Service; and
- (xi) Infringing any party's intellectual property rights or proprietary rights, including Workato's and its licensors', or other Users or Developers.

(c) Data breach. To better protect the security and privacy and create a safe environment, you will immediately notify us through security@workato.com upon becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Data, or otherwise compromised through the Service, this Community or any Community Listings, and you will cooperate with Workato and provide all necessary assistance and take all necessary steps to mitigate and resolve such breach.

6. Disclaimer; Limitation of Liability.

(a) ANY WARRANTY IN THE WORKATO TERMS SHALL NOT APPLY TO THIS AUP, THE COMMUNITY OR ANY COMMUNITY LISTINGS. FOR CLARITY, WORKATO MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER IN THIS AUP, THE COMMUNITY OR ANY COMMUNITY LISTINGS, 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 COMMUNITY AND ANY COMMUNITY LISTINGS, AND YOU ASSUME ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

(b) TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WORKATO OR ITS AFFILIATES BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, SALES, DATA, GOODWILL OR REPUTATION THAT RESULT FROM THIS AUP, EVEN IF SUCH PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) ANY DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AUP (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED IN THE AGGREGATE FIFTY UNITED STATES DOLLARS (\$50.00).

(c) While the Community is part of the Service provided by Workato, Workato does not control, support or provide any Community Listings. Workato has no liability or responsibility for any Community Listings, Partner Connectors or Third-Party Applications, including their functionality, performance, availability, security, stability, accuracy, data processing, completeness, usefulness or quality, even if Workato is hosting such Community Listings, such Community Listings comply with the Partner Connectors Guideline, or such Community Listings have passed the Security Review, and whether or not such Community Listings are recommended by Workato or otherwise designated or labeled by Workato in any way. Notwithstanding any Security Review conducted or any label provided by Workato, Workato does not certify, warrant or support any Community Listings or Partner Connectors.

(d) You acknowledge and agree that if the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the Workato Platform, Workato will not be able to guarantee the continued connectivity with such Third-Party Application and the respective Connector (including Workato Connector, Community Connector or Partner Connector) may cease to operate and integrate. Any such Connectors included in any Recipes may also cease to operate.

7. Suspension; Discontinue.

(a) Workato reserves the right to suspend any Developer or Users from the Community at its discretion. If you violate this AUP, we may remove or suspend your access to the Service and/or the Community or take legal action or any other action deemed necessary by Workato, with or without notice.

(b) The maintenance and operation of Community is exclusively controlled by Workato. Workato reserves the right upon reasonable notice to discontinue or limit the use of the Community and/or any Community Listings. Workato may offer to provide you with certain Services solely for your own use in connection with your use of the Community or any use or creation of any Community Listings. Workato may change, suspend or discontinue providing such Services at any time with or without cause, may impose limits on certain Services offered, or may restrict your access to parts or all of such Services without notice or liability, and Workato is under no obligation to provide any updates, enhancements, or corrections.

(c) Workato is not obligated to review any Community Listings. We may immediately remove the Community Listings if we become aware and determine at our discretion that any portion of the Community Listings or Marks (i) violate any third party's intellectual property rights or proprietary rights; (ii) violate any applicable law or is subject to an injunction; or (iii) violates the Workato Terms or this AUP.

8. Miscellaneous.

(a) The terms of this AUP may be updated by Workato from time to time. Please check back regularly for updates. Your continued use of the Community or any Community Listings constitutes your acceptance of the then-current version of the AUP.

(b) No legal partnership or agency relationship is created between you and Workato, and you will not represent otherwise.