

Workato, Inc (“**Workato**”) and Autodesk, Inc. (“**Subscriber**”), each a “**Party**” and together the “**Parties**,” have entered into a Reseller Agreement. These Autodesk Sub-Reseller Terms (these “**Terms**”) govern the rights and obligations authorized resellers of Subscriber (“**Sub-Reseller**”) to resell the license to the Workato For Resale for use by End Users on behalf of Subscriber, and Sub-Reseller’s use of the Sandbox Demo Account and/or Production Account, as applicable.

By registering, accessing or using the Sandbox Demo Account and/or Production Account, Sub-Reseller acknowledges and agrees that it has read, understood, and agreed to be bound by these Terms and Workato’s Terms of Service available at <https://www.workato.com/legal/terms-of-service> (“**Terms of Service**”). The effective date of these Terms and the Terms of Service shall be the date that Sub-Reseller accepts these Terms and Terms of Service by one of the methods described above, and Sub-Reseller’s use of the Sandbox Demo Account and/or Production Account will be subject to the then-effective Terms and Terms of Service. In the event of any conflict between these Terms, the Reseller Agreement and the Sub-Reseller Agreement, these Terms shall take precedence and control with respect to the subject matter herein. In the event of any conflict between these Terms and Terms of Service, these Terms shall take precedence and control with respect to the subject matter herein.

## 1. Definitions.

1.1 “**Approved Products and Services**” means all products included as of April 30, 2021 in the Autodesk Construction Cloud offerings found at <https://construction.autodesk.com>

1.2 “**Connectors**” means API-based nodes allowing for the transfer of data between software applications through the Workato Service by using software scripts or application programming interfaces.

1.3 “**End User(s)**” means an end user or potential end user of the Approved Products and Services that is or may be authorized by Subscriber to use Workato For Resale for internal use in connection with the End User’s use of the Approved Products and Services and not for remarketing.

1.4 “**Production Account**” means the production account within the Workato For Resale that is managed by Subscriber or End User, as applicable.s

1.5 “**Recipes**” means a set of commands to the Workato Platform that request the Workato Platform to carry out certain actions across software applications based on the occurrence of a designated trigger event.

1.6 “**Reseller Agreement**” means the Integrated Reseller Agreement entered into by and between Workato and Subscriber on July 30, 2019 and as amended as of April 30, 2021.

1.7 “**Sandbox Demo Account**” means Workato’s non-production sandbox account solely for the purpose of demonstrating the Workato Service to prospective End Users.

1.8 “**Sub-Reseller Agreement**” means the agreement between Sub-Reseller and Subscriber that governs Sub-Reseller’s resale and promotion of Workato For Resale on behalf of Subscriber.

1.9 “**Sub-Reseller Content**” means any and all documents, messages, graphics, images, files, data and other information processed through the Sandbox Demo Account.

1.10 “**Third-Party Applications**” means the applications, software, products, services, interfaces, APIs or websites that are not provided or hosted by Workato and interoperate with the Workato For Resale.

1.11 “**Workato For Resale**” means a version of the Workato Service for use by End Users of the Approved Products and Services that is implemented and hosted by Workato and includes a Connector integration with the Approved Products and Services.

1.12 “**Workato Service**” means Workato’s hosted application and cloud-based platform that allows users to share mini-applications or scripts that help integrate applications and services and that enable users to implement connectivity to individual applications and services, including the Recipes and Connectors.

## **2. Sub-Reseller’s Resale of Workato For Resale.**

2.1 Sub-Reseller may, as the authorized reseller of Subscriber and on behalf of Subscriber, resell licenses to Workato For Resale for use by End Users with the Approved Products and Services solely in connection with Subscriber’s sale, marketing and distribution of the Approved Products and Services. For clarity, either Subscriber or Sub-Reseller may sign the applicable licensing agreement with End User to resell licenses to Workato For Resale for use by End User, provided that the access to Workato For

Resale may only be directly provisioned to End User by Subscriber. Sub-Reseller must have a Sandbox Demo Account before beginning any of its authorized access to Workato For Resale and resale activities and support as set forth in this Section 2.

2.2 During the term of these Terms and subject to Sub-Reseller's compliance with these Terms, Sub-Reseller will, in connection with the purpose expressly set forth in Section 2.1, be entitled to (a) a worldwide, non-exclusive, non-transferable, non-sublicensable and revocable right to access the Sandbox Demo Account solely to promote, market and demonstrate Workato For Resale to prospective End Users; and (b) access the Production Account managed by Subscriber solely in support of the applicable End Users' use of Workato For Resale, if provided by Subscriber or such End User, as applicable. For the sake of clarity, no trials may be performed in the Sandbox Demo Account. The Sandbox Demo Account and Production Account may not be used for any use other than as set forth in this Section 2.2, including not for any instance as if Sub-Reseller was End User, or for Subscriber's or Sub-Resellers' internal business operations.

2.3 Sub-Reseller is not an authorized direct reseller of Workato and does not have any rights to resell any Workato Service on behalf of Workato. Sub-Reseller shall not make any price quotes, representations, guarantee, warranties, other commitments or any terms and conditions about the Workato Service, except for reselling the Workato For Resale on behalf of Subscriber as expressly authorized by Subscriber. Notwithstanding anything to the contrary in the Sub-Reseller Agreement or Subscriber's instructions, Sub-Reseller shall not make any representations, guarantee, warranties, other commitments related to Workato For Resale that are not expressly authorized by Workato in writing.

### **3. Use of the Account.**

3.1 Access Credential. Sub-Reseller is obligated to create and maintain the unique access credentials in connection with the Sandbox Demo Account, to keep such access credentials secret and confidential and to be responsible for all activities that occur using Sub-Reseller's Access Credentials. In addition, Sub-Reseller shall only use the access credentials provided by Subscriber or the applicable End User in connection with the Production Account.

3.2 Processing of Data. In Sub-Reseller's use of the Sandbox Demo Account, Sub-Reseller may only process non-production and dummy test data ("**Test Data**") via the Sandbox Demo Account for demonstrating Workato For Resale

to prospective End Users. For avoidance of doubt, any and all Sub-Reseller Content will be deemed as Test Data. Sub-Reseller is solely responsible for the accuracy, quality and legality of the Sub-Reseller Content, the means by which Sub-Reseller acquired such Sub-Reseller Content, and the use of such Sub-Reseller Content. In Sub-Reseller's use of the Production Account, Sub-Reseller may not process any data. All data and information processed via the Production Account shall only be processed by or for the End Users.

3.3 Usage Limits. Sub-Reseller's use of the Sandbox Demo Account is subject to limited amounts of Recipes and Connectors (in each instance) and limited amounts of Connections or Tasks as designated by Subscriber, if any.

3.4 Privacy Policy. The use of the Workato For Resale is subject to Workato's Privacy Policy ("**Privacy Policy**"), found at [www.workato.com/legal/privacy-policy](http://www.workato.com/legal/privacy-policy), which is hereby incorporated by reference into these Terms, provided that all references to the "Terms of Service" in the Privacy Policy will refer to these Terms.

3.5 Third-Party Applications. In the event that Sub-Reseller integrates with any Third-Party Applications in the Sandbox Demo Account, Sub-Reseller is solely responsible for (a) acquiring the licenses and accepting and complying with the applicable terms and conditions and privacy policies of the Third-Party Applications; (b) the use and any data loss or other losses it may suffer as a result of using any Third-Party Applications. Workato does not warrant or support any Third-Party Applications or control the privacy practices of any Third-Party Application to which data may be sent or from which data may be retrieved, whether or not they are recommended by Workato or designated by Workato as preferred, certified or otherwise, and shall have no responsibility, liability or indemnification for any claims, losses or damages arising out of or in connection with any use of any Third-Party Applications. Workato does not guarantee compatibility with any Third-Party Application and shall not be responsible for any changes or new development in Third-Party Applications which might interrupt Sub-Reseller's use or interaction with Workato For Resale.

3.6 No Support. All technical support related to Workato For Resale and the Approved Products and Services will be provided by Subscriber. Sub-Reseller may not contact Workato for any technical support, questions, complaints or claims for Workato For Resale and the Approved Products and Services.

## **4. Sub-Reseller's Responsibility; Restrictions.**

4.1 Restrictions. Sub-Reseller will not, and will not authorize any third party to: (i) interfere or attempt to interfere with the proper working of the Workato Service or any other user's use of the Workato Service, including through abuse of server capacity; (ii) use the Workato Service 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 Service or any software or data related to the Workato Service; (iv) copy, alter, modify, or create derivative works of the Workato Service or any software, source code, object code or underlying structure, design, look and feel, expression, ideas or algorithms, or documentation related to the Workato Service, or otherwise use the Workato Platform in any way that violates the use restrictions contained in these 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 Service; (v) except as expressly set forth herein, sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Workato Service; (vi) remove or otherwise alter any proprietary notices or labels from the Workato Service or any portion thereof; (vii) bypass any measures Workato may use to prevent or restrict access to the Workato Service (or other accounts, computer systems or networks connected to the Workato Service); (viii) scan or test vulnerability of the Workato Service or related products and services without Workato's prior written consent; or (ix) use the Workato Service 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.

4.2 Workato competitors or individuals acting on behalf of a Workato competitor may not access the Workato Service. The Workato Service may not be accessed for the benefit of third parties (other than for the benefits of Subscriber or End Users under these Terms), including as service bureau, time-sharing or managed Workato arrangement, or for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Workato.

## **5. No Warranty**

WORKATO MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER UNDER THESE TERMS, INCLUDING WITHOUT LIMITATION, THE USE OF THE SANDBOX DEMO ACCOUNT, PRODUCTION ACCOUNT AND THE WORKATO FOR RESALE, AND

EXPRESSLY DISCLAIMS THE IMPLIED AND STATUTORY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WORKATO MAKES NO WARRANTIES WITH RESPECT TO THE RESULTS OF OR USE OF THE WORKATO SERVICE, AND SUB-RESELLER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

## **6. Indemnification**

Sub-Reseller shall defend, indemnify and hold harmless Workato, 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 Sub-Reseller Content infringes or misappropriates such third party's intellectual property rights, proprietary rights or any applicable law; (ii) any Recipes and Connectors created by Sub-Reseller; (iii) arising from Sub-Reseller's use of the Workato For Resale in violation of these Terms or applicable law; or (iv) any unauthorized representations, warranties, guarantees, or other acts or omissions made by or on behalf of the Sub-Reseller relating to the Workato Service (including the Workato For Resale) that are not have been approved by Workato in writing, or arising from Sub-Reseller's resale of the Workato For Resale.

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

## **8. Ownership.**

8.1 Workato Service. Workato will own and retain all right, title, and interest in and to the Workato Service and all derivatives, features, modifications and updates thereto. Except as expressly set forth herein, no other right, title or interest is granted to Sub-Reseller, express or implied, with respect to the intellectual property of Workato and/or its licensors.

8.2 Recipes and Connectors. Workato will own and retain all right, title, and interest in and to all Recipes, Connectors and all derivatives thereto on the Workato Service. During the term, Sub-Reseller has a non-exclusive right to make, use, and share Recipes and Connectors in the Sandbox Demo Account solely in accordance with Section 2.2(a). Recipes and Connectors created by Sub-Reseller are private by default in the Sandbox Demo Account, which means that only Sub-Reseller has access to such Recipes and Connectors in its Sandbox Demo Account. Workato will not resell or reuse any private Recipe or any private Connector created by Sub-Reseller. Sub-Reseller can decide (at its own discretion) to share the private Recipes and private Connectors with other users by marking them “public”, and Sub-Reseller grants Workato an irrevocable, perpetual, transferable and sublicensable and worldwide license under any rights Sub-Reseller may own 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. Sub-Reseller 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 Sub-Reseller resulting from Recipes and Connectors that are developed by Workato or other users which are similar to or the same as any Recipes and Connectors created by Sub-Reseller.

8.3 Sub-Reseller Content. Sub-Reseller will own and retain all right, title, and interest in and to Sub-Reseller Content, provided that Sub-Reseller hereby grants to Workato a worldwide, royalty-free, non-sublicensable (except solely to Workato’s affiliates and sub-processors, a list of which is available at <https://www.workato.com/legal/sub-processors>), non-exclusive license to use the Sub-Reseller Content solely for the purposes of fulfilling its obligations hereunder.

8.4 Feedback. With respect to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Sub-Reseller relating to the Workato Service, including any features and/or functionality of the Workato Service, Recipes and Connectors (collectively, “**Feedback**”), Sub-Reseller 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.

8.5 Usage Data. Workato will own and retain all right, title, and interest in and to the Usage Data and may use Usage Data during and after the term of these Terms for the purposes of implementing, operating, maintaining and improving the Workato Service. **“Usage Data”** means statistical and other information related to the performance, operation and use of the Workato Service, and (ii) data related to identifiable users’ usage of features and functionality within the Workato Service.

## 9. Confidentiality.

9.1 Confidential Information. “Confidential Information” means non-public information relating to a party’s (the **“Disclosing Party”**) technology or business that is disclosed hereunder to the other party (the **“Receiving Party”**) that is designated in writing, or identified orally at time of disclosure, by the Disclosing Party as “confidential” or “proprietary,” or under the circumstances, a person would reasonably assume to be confidential or proprietary of the Disclosing Party.

9.2 Confidentiality. During the Term of this Agreement, and for a period of two (2) years following termination, the Receiving Party shall maintain the confidentiality of the Confidential Information using at least the same degree of care that it 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 other than (a) in connection with the activities contemplated by this Agreement or with other purposes for which it was disclosed, and (b) to its employees or agents who need to know the Confidential Information for its performance of this Agreement and such employees or agents are bound by confidentiality obligations substantially similar to these herein. The Receiving Party is responsible for its employees’ or agents’ breach of these confidential obligations.

9.3 Irreparable Harm. The Receiving Party agrees that a breach of this Section 9 may cause the Disclosing Party irreparable harm, for which monetary damages will not provide adequate compensation and that in addition to any other remedy, the Disclosing Party is entitled to seek injunctive relief or other equitable relief against a breach or threatened breach of this Section 9.

9.4 Exclusion. Confidential Information shall not include any information which (a) becomes part of the public domain through no act or omission of the



Receiving Party; (b) is lawfully acquired by the Receiving Party on a non-confidential basis from a third party without any breach of a confidentiality obligation; (c) is disclosed to the Receiving Party by a third party without any obligation of confidentiality; or (d) was independently developed by the Receiving Party without reference to Confidential Information. The disclosure by the Receiving Party of the Confidential Information will not be considered a breach of this Section 9 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.

## **10. Termination and Suspension.**

10.1 Workato may, without limiting its other rights and remedies and without any liability to Sub-Reseller, immediately suspend or terminate any access Sub-Reseller has to the Workato For Resale (including the Sub-Reseller Sandbox Demo Account and/or Production Account) if (a) Sub-Reseller makes any representations or warranties regarding Workato For Resale that are not expressly authorized by Workato in writing; (b) Sub-Reseller is in breach of these Terms, or otherwise engaging in any actions that threaten the security, integrity, availability or stability of the Workato Service; (c) the Reseller Agreement has expired or earlier terminated; (d) Subscriber is in breach of the Reseller Agreement; or (e) the Sub-Reseller Agreement has expired or earlier terminated or as otherwise instructed to do so by Subscriber. In addition, Workato may terminate these Terms for convenience, upon 30 days' prior written notice, with or without any cause.

10.2 In the event of such termination or suspension, (a) Sub-Reseller shall immediately (i) cease all use of the Workato For Resale and all resale activities of Workato For Resale; and (ii) delete or destroy all copies of the documentation regarding Workato For Resale in its possession. (b) Workato reserves the rights to delete any and all data and information provided by Sub-Reseller within the Sandbox Demo Account.

## **11. Choice of Law**

These Terms 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.

Any action at law or in equity arising out of or relating to these Terms will be filed only in the state or federal courts in and for 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. Notwithstanding the foregoing, each Party shall have the right to pursue injunctive or other equitable relief at any time from a court of competent jurisdiction.