

# GEARS Foundation Advisory Package

(website version 1.0)

## 1. Description of Services included in the GEARS Foundation Advisory Package

(a) The following Services to be provided by a Workato Strategic Advisor (or similar), allocated maximum of 10 hours per week

(i) Advisory services to support some or all of the following GEARS levers:

- (1) Automation Headquarters - current state assessment, operating model definition, roles & responsibilities matrix, charter creation, automation strategy foundation & roadmap
- (2) Architecture & Design - deployment architecture guide, solution architecture examples, "Workato Fit" guide
- (3) Security & Administration - user management & security guide, application & data security guide, compliance management standards
- (4) Automation Lifecycle Management: workspace management strategy, development lifecycle documentation, testing strategy, versioning strategy, release strategy
- (5) Support Model - builder support guide, post-production support guide, product support guide
- (6) Operations - alerting & monitoring standards, traceability standards, business continuity standards
- (7) Intake, Prioritization & Scoping - intake process, scoring framework, scoping & estimation tooling

(ii) Implementation services to deploy platform accelerators, including:

- (1) Autonomous Operations Framework (AOF): Implementation of AOF accelerator.
  - a. Includes:
    - i. Installation in one workspace (if using Workato's AHQ product) or one environment
  - b. Does not include:
    - i. Integration with logging systems (DB, AWS S3, etc.)
    - ii. Integration with notification systems (Slack, MS Teams, email, etc.)
    - iii. Configuration of error code and notifications lookup tables
    - iv. Job recoveries at recipe level (not action level)
  - c. Please note customers must acquire an Advanced Recipe Management & Operations for the AOF accelerator. Customers hoping to use the API exposed by AOF must acquire an API Platform subscription.
- (2) Automation Quality & Security (AQS): Implementation of AQS accelerator.
  - a. Includes:
    - i. Installation in one workspace (if using Workato's AHQ product) or one environment
    - ii. Integration with Slack or MS Teams

- iii. Pre-configured business rules
- b. Does not include:
  - i. Integration with any other notification system other than Slack or MS Teams
  - ii. Integration with third party code analysis tools
  - iii. Additional business rules
  - iv. Reports in any format other than CSV
- c. Please note customers must acquire an Advanced Recipe Management & Operations for the AQS accelerator. Customers must acquire an Enterprise Workbot subscription to support OAuth profile.

(3) Continuous Integration & Continuous Delivery (CI/CD): Implementation of CI/CD accelerator.

- a. Includes:
  - i. Installation in one workspace (if using Workato's AHQ product) or one environment
  - ii. Integration with Slack or MS Teams
  - iii. Integration with GitHub; support for single repository without auto-creation of that repository
  - iv. Integration with Jira project management
  - v. Support for 3 environments only (typically Dev, Test, and Production)
  - vi. Support for single PR reviewer
  - vii. Support for lookup tables for audit logs
- b. Does not include:
  - i. Integration with any other notification system other than Slack or MS Teams
  - ii. Integration with any other third party code repository other than GitHub; support for multiple repositories and/or support for auto-creation of repositories
  - iii. Integration with any other project management software other than Jira
  - iv. Support for build tools such as Jenkins, Codeflow, Azure DevOps, etc.
  - v. Support for additional environments beyond 3
  - vi. Support for additional reviewers beyond PR reviewer
- c. Please note customers must acquire an Advanced Recipe Management & Operations for the CI/CD accelerator.

(b) The following Services to be provided by a Workato Delivery Manager (or similar), allocated maximum of 3 hours per week

- (i) Project management services to support delivery of the advisory services outlined including: project planning, coordination, progress tracking/reporting, and management of scope/budget/timeline
- (ii) Does not include project management of unspecified Workato projects

## 2. Customer's Obligations

Customer acknowledges that its timely provision of and access of assistance, cooperation, complete and accurate information and any necessary data or system to Workato are essential to the performance of any services set forth in the GEARS Foundation Advisory Package. Workato will not be responsible for

any deficiency in performing the services if such deficiency results from the failure of Customer or its employees and agents to comply with the terms of this section.

Customer will perform the following activities:

(a) Provide Workato with full access to relevant functional, technical, and business resources and personnel with adequate skills and knowledge to support the performance of the Services, including Customer system and the Third-Party Applications that are part of the Automation.

(b) Provide any notices, and obtain any consents, required for Workato to perform the Services.

(c) Provide Workato access to any development environments to the extent necessary for Workato to perform the Services.

(d) Provide Workato access to sandbox instances or test areas of the Third-Party Applications set forth in the Automation.

(e) Provide Workato with a minimum of one (1) business days advance notice before any meetings are scheduled.

### **3. Project Assumptions:**

(a) The parties acknowledge and agree that the performance of the Services does not require or involve the processing of personal data.

(b) All Services set forth in the GEARS Foundation Advisory Package will be performed remotely during Workato's regular Business Hours as follows: (i) United States and Canada - 5:00am to 5:00 pm PT; (ii) Europe, Middle East and Africa – 8:00 am to 5:00 pm CET; and (iii) Asia Pacific – 8:00 am to 5:00 pm SG Monday through Friday (excluding local public holidays), unless mutually agreed upon in advance. In the event that meetings are necessary, such meetings shall be scheduled based upon the time zone in which the Workato resources reside, as determined by the Workato project manager.

(c) Workato may engage a partner to perform any/or all its obligations under the GEARS Foundation Advisory Package, provided that Workato shall remain liable for such partner's performance of its obligations under the GEARS Foundation Advisory Package.

(d) Where necessary, any travel expenses to the Customer site will be an additional cost at the rates agreed to by the parties and set forth in the GEARS Foundation Advisory Package. Workato agrees not to incur any expenses under the GEARS Foundation Advisory Package without Customer's prior written approval.

(e) All communications between the parties for the Services provided under the GEARS Foundation Advisory Package will be provided in English.

(f) The following services are not within the scope of Services of the GEARS Foundation Advisory Package:

- (i) Recipe development (except for recipes required for AOF, AQS, and CI/CD accelerators)
- (ii) Connector development
- (iii) Third Party Application support
- (iv) Job monitoring or job scheduling
- (v) Infrastructure or network support

(g) Customer acknowledges that if Workato's cost of providing the Services increases because of Customer's failure to meet Customer's obligations under the GEARS Foundation Advisory Package, failure to cooperate, or because of any other circumstance outside of Workato's control, then Customer agrees to pay Workato for such increased costs. Such increased costs may include time during which dedicated Workato resources are underutilized because of delays caused by Customer.

#### **4. Term**

The Term of the GEARS Foundation Advisory Services Package will be twelve (12) weeks from Effective Date.

#### **5. Limitation of Liability**

Notwithstanding anything to the contrary in the Agreement, in no event shall Workato's or its Affiliates' liability for any damages, losses, and causes of action arising out of or relating to the performance of Services under the GEARS Foundation Advisory Package exceed in the aggregate, the fees paid or payable to Workato under the GEARS Foundation Advisory Package.

#### **6. Change Control Process**

Any request for changes to the scope, time, specifications, requirements, costs or contractual obligations related to the scope of Services must be in writing. If estimated hours are insufficient to deliver the Services, a change order for additional hours must be executed by the parties. Changes may incur additional fees.

#### **7. Project management**

Each party agrees to designate a project manager who shall be responsible for coordinating its activities under the GEARS Foundation Advisory Package. The parties agree to direct all inquiries concerning the Services to the other party's project manager. Customer project manager shall have the authority to approve Services on Customer's behalf. Workato's project manager shall have the sole right to exercise direct control and supervision over the work assignments for Workato's resources.