

Demonstration Agreement

Last updated: July, 2020

At Workato, Inc., (“**Workato**”, “**us**” or “**we**”), we encourage the users of our platform and related services (together, the “**Service**”) to share with other Workato users through our Community sharing features (the “**Community**”) which constitutes of Connectors (“**Community Connector(s)**”) and Recipes (“**Community Recipe(s)**”) (together, the “**Community Listing**” or “**Listing**”).

To protect users of the Community directly or indirectly (the “**User**”), we reserve the right to take any action against anyone who creates a Community listing (the “**Developer**”) we deem necessary if Policy is violated.

You (“**you**” or “**your**,” and as applicable, the “**User**” or “**Developer**”), on behalf of the individual, company or legal entity that uses the Community and creates a Community listing, agree to abide by our Terms of Service (the “**Terms of Service**”) and other documentation and policies (including Developer Agreement and Privacy Policy, as applicable), as updated by Workato from time to time, and as supplemented by this Community Policy (this “**Policy**”). Capitalized terms that are not defined in this Policy have the meaning given them in the Terms of Service. Your continued use of the Community constitutes your acceptance of any modified Terms of Service.

This Policy will control the use of the Community (together with the Terms of Service, and this Policy, the “**Agreement**”).

1. For Users.

In the event that you decide to use any Community Listing:

(a) You acknowledge and agree that the Community Listing is managed by the Developer. The Community Connectors (If applicable) will be installed into your workspace.

(b) The Community Listings are provided as-is. Workato is not responsible or liable for any Community Listings (including any derivatives and updates of the Community Listing). Any and all the warranties, representation, indemnifications, supports, and guarantees provided by Workato as set forth in the Terms of Service will not apply to this Connector. We encourage you to conduct due diligence each time prior to using a Community listing and its updates.

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

2. For Developers

(a) You will not assert any claim or prosecute any action against Workato or any Users for infringement or misappropriation of any Community Listings created by you.

(b) This Policy does not prohibit Workato or other Users from creating any Community Listings that are the same or similar to other Listings created by any Developers or Users.

In the event that you decide to create a Community Listing:

(c) Such Connectors or Recipes will become Community Connectors or Community Recipes respectively and be listed on the Community. You acknowledge that Users may use, modify and redistribute such Community Listings.

(d) You represent and warrant that you have procured and will maintain all necessary rights, title and interest to create the Community Listing, including all intellectual property rights, such as patent, trademark, trade secret, copyright and other proprietary rights, in and to (i) the Community Listing you create, and (ii) the trade names, trademarks, service marks, logos and domain names associated with such Community Listing (“**Marks**”).

(e) You warrant that the Community Listing 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.

(f) You grant to Workato a worldwide, irrevocable, perpetual, transferable, sublicensable and royalty-free license under any rights you may own in the Community Listing created by you to (a) use, modify and distribute the Community Listing; (b) perform and display the Community Listing in connection with the

operation, improvement and marketing of the Service and this Community; (c) at Workato's option, perform a Security Review on the Community Listing; and (d) use the trade names, trademarks, service marks, logos, and domain names associated with the Community Listing, provided that Workato will comply with your trademark usage policies as communicated by you to Workato.

(g) You must supply and maintain valid and accurate contact information to Workato to enable contact to be made for customer support and legal purposes.

(h) The Community Listings and Developers are prohibited from:

- Degrading or compromising the performance of the Service, appropriate support or assistance, or the security of the Services in any way.
- 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 Listing (“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 SDK or APIs) for any purposes (including using Data to contact any Users).
- Using any misleading and/or deceptive statements about functionality, performance, origin or Data use of the Community Listing.
- Transmitting or introducing any viruses or malicious code that may damage, interfere with, intercept or expropriate any system or Data.
- Providing unauthorized access to the Service, including bypassing measures Workato may use to prevent or restrict access to the Service.
- 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.
- Asserting in the code of any Community Listing that it is under any license terms incompatible with the Policy.
- Misrepresenting that the Community Listing are authorized by or produced by another individual, company or legal entity, including Workato.

(i) Workato and its designated personnel may perform security reviews on the Community Listings you create 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. You acknowledge and agree that notwithstanding any Security Review conducted by Workato, Workato does not certify, warrant or support any Community Connectors.

3. General Use of the Community.

(a) All Users and Developers must comply with all applicable laws and legal requirements in all jurisdictions where the Community Connectors are made available to Users, and comply with this Policy and any other contractual obligations with Workato or third party with respect to the use of the Service, this Portal and any Connectors.

(b) All the Users and Developers are prohibited from:

- Facilitating any violations of the law.
- Conducting any fraudulent actions, willful misconduct or providing any malicious content, Data or statements to the Service.
- 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 of the Users and create a safe environment, you will immediately notify us through security@workato.com without undue delay after 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 Listing, and you will

cooperate with Workato and provide all necessary assistance and take all necessary steps to mitigate and resolve such breach.

(d) Marks. Users acknowledge and agree that the Marks used in this Community and for each Community Connector are solely for indicating that such Community Connectors 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 Connectors, this Community and the Community Connectors 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.

(e) Discontinuance of Connectors. Users 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 and Community Connector) may cease to operate and integrate.

4. Warranty Disclaimer.

OTHER THAN THE EXPRESS WARRANTIES IN THE AGREEMENT, 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 ACCOUNT HOLDER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

5. Indemnity.

You agree to indemnify, defend 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) paid or payable to an unaffiliated third party, that arise from or relate to any third party claim (i) alleging that the Community Connectors created by you infringe or misappropriate such third party's intellectual property rights or proprietary rights, (ii) any dispute between you and a User of the Community Connector created by you, or (iii) your use of the Service, this Portal or use of Community Connectors in violation of the Agreement or applicable law.

6. Limitation of Liability.

IN NO EVENT WILL WORKATO BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY, FOR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, FOR BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS POLICY OR YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF WORKATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL WORKATO'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR ALL DAMAGES EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

7. Removals.

Workato is not obligated to review the Community Listing. If you violate this Policy, we may remove or suspend your access to the Service and/or the Community, remove the Community Listing from the Service and/or the Community, take legal action or any other action deemed necessary by Workato, with or without notice. We may immediately remove the Community Listings created by you from the Community if we become aware and determine in our sole discretion that any portion of the Community Listing or Marks (a) violate any third party's intellectual property rights or proprietary rights; (b) violate any applicable law or is subject to an injunction; or (c) violates the Agreement. Workato reserves the right to suspend and/or bar any Developer or Users from the Community at its sole discretion.

8. Authority.

You represent and warrant that (a) you have the full authority and permission to agree to the Agreement on behalf of the individual, company or legal entity that uses the Community and develops or uses Community Listings, (b) the Agreement is valid and binding obligation of you and the individual, company or legal entity you on behalf of, and (c) you have obtained and shall maintain throughout the Term all necessary licenses, authorizations, approvals and consents to enter into and perform its obligations hereunder in compliance with all applicable laws, rules and regulations.

9. Modifications.

(a) We may update or modify any and all portions of this Policy from time to time at our sole discretion. Please check back regularly for updates. We may use your email address or a notice through the Workato Platform to communicate the material changes to this Policy. Your continued use of the Community or any Community Connectors will mean that you agree to the updates and modifications.

(b) Workato may offer to provide you with certain services, products or features solely for your own use in connection with your use of the Community or any use or creation of any Community Listing. Workato may change, suspend or discontinue providing such services, products or features to you at any time, and may impose limits on certain features and materials offered or restrict your access to parts or all of such materials without notice or liability, and Workato is under no obligation to provide updates, enhancements, or corrections.

10. Miscellaneous

(a) You understand and agree that no legal partnership or agency relationship is created between you and Workato, and you will not represent otherwise.

(b) Nothing in the Agreement will impair Workato's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as accomplished by your Community Listing.