Workato Terms of Service

These Terms of Service (this "**Agreement**") govern the use of the Workato Platform provided by Workato, Inc. ("**Workato**") and are accepted by the account holder ("**Account Holder**") who executes an Order Form or opens an account or accesses the Workato Platform. This Agreement is entered into as of the date that Account Holder first accepts this Agreement by one of the methods above ("**Effective Date**"), unless the parties have entered into a written agreement for the subject matters herein that will control. The parties agree as follows:

1. **Definitions.**

    (a) "**Account**" means Account Holder's account and associated workspace(s) within the Workato Platform.

    (b) "**Account Information**" means information provided by the Users for the creation or administration of their Account, including names, usernames and email addresses associated with the Account.

    (c) "**Affiliate**" means any natural or legal person which controls, is controlled by, or is under common control with the party. For purposes of this definition, "control" means, the aggregate ownership of more than fifty percent (50%) of the beneficial interest, or the power to direct or cause the direction of management or policies of the entity.

    (d) "**Connectors**" means the instructions which allow the transfer of data between software applications through the Workato Platform by using software scripts or APIs.

    (e) "**Documentation**" means the user guide, materials, description of the functionality and features of the Workato Platform that is made publicly available at https://docs.workato.com.

    (f) "**Non-Paid Products**" means any products that may be made to Account Holder to try at its own option and discretion solely for its own evaluation use at no additional cost. These products include, but are not limited to: trial, test, alpha, beta, pilot, non-production, or non-paid subscriptions.

    (g) "**Order Form**" means the applicable order form entered into between Account Holder and Workato.

    (h) "**Platform Assets**" means the assets, integrations, automations, workflows, and other components that can be designed, configured, created, used, and shared by the Users within the Workato Platform, such as Recipes, Connectors, pages, table storage, file storage, Apps, Agents, Genie, and Workbots, each as further defined and described in the Documentation. Platform Assets can be developed by Workato, the Account Holder, third party providers or other Users.

    (i) "**Professional Services**" means implementation services or other professional services provided by Workato related to the Workato Platform, as detailed in a mutually agreed upon Order Form or statement of work ("**SOW**") referencing this Agreement or the applicable Order Form.

    (j) "**Recipe**" means a set of commands that request the Workato Platform to carry out certain actions across software applications based on the occurrence of a designated trigger event.

    (k) "**Subscription**" means the Account Holder's subscription plan for the Workato Platform as set forth in the applicable Order Form.

    (l) "**Support**" means the technical support and maintenance set forth in the Support Agreement attached hereto as Exhibit A. Support is not considered as Professional Services.

    (m) "**Users**" means users of the Workato Platform.

    (n) "**Workato Platform**" means Workato's multi-tenanted online platform available as an ongoing subscription service and related interfaces that provide access to its certain products, services, features and software development kits designed to connect applications and automate workflows.

2. **Platform Use.**

    (a) Workato Platform Access. Workato owns and retains all right, title, and interest in and to the Workato Platform and all derivatives, features, modifications and updates thereto. During the term of Account Holder's Subscription (the "**Subscription Term**"), Workato will make the Workato Platform

available for Account Holder to access and use solely for its internal business operations in accordance with this Agreement and the applicable Order Form.

(b) <u>Account Holder Authorized Users and Affiliates</u>. (i) In connection with the foregoing access, Account Holder may allow its and its Affiliates' employees, agents, and consultants who are necessary for Account Holder's internal business operations ("**Authorized Users**") to use the Workato Platform through its Account. Account Holder shall ensure all Authorized Users' compliance with this Agreement and be responsible for such Authorized Users' use of the Workato Platform. (ii) If an Account Holder Affiliate would like to use the Workato Platform for its separate internal business operations, unless otherwise agreed by Workato in writing, it will purchase a separate Subscription by executing Order Forms that incorporate by reference this Agreement, and in each such case, all references in this Agreement to Account Holder shall be deemed to refer to such Account Holder Affiliate for purposes of such Order Form(s). Each such Order Form is a separate contract between Workato and the applicable Account Holder Affiliate.

(c) <u>Deletion of Accounts and Data</u>. The Accounts consist of: (i) Account configurations, meta-data, job history summaries, and the Platform Assets contained within the Account (together "**Account Assets**"), and (ii) records of processing of Account Holder Data on the Workato Platform, including job history details and trigger event data ("**Transaction Data**").

(i) All Transaction Data in the Account will be deleted within thirty (30) days from its processing date, unless otherwise configured by Account Holder in its Account in accordance with Account Holder's Subscription as set forth in the applicable Order form (if applicable).

(ii) Account Holder has the ability to delete Account Assets, Account Holder Data and Transaction Data at its own discretion, and to export Account Holder Data.

(iii) Workato will delete the Accounts (together with all associated Account Assets, Transaction Data, and Account Holder Data) left in Workato's system within ninety (90) days after termination or expiration of this Agreement, or within thirty (30) days after Account Holder's written request, unless otherwise legally prohibited.

(d) <u>Community Platform Assets</u>. Platform Assets created and marked public by any Users will be available to all Users and are provided "AS-IS" (the "**Community Platform Assets**"). Workato will not be liable for Account Holder's use of, and will not provide any indemnity, warranties, or representations for the Community Platform Assets. Use and sharing of the Community Platform Assets is subject to the acceptable use policy at https://www.workato.com/legal/community ("**AUP**").

(e) <u>Suspension</u>. Workato may suspend Account Holder's and/or the Authorized Users' access to the Workato Platform in the following circumstances: (i) in the event that Account Holder or Authorized Users are in material breach of this Agreement and have not cured the violation within five (5) days of Workato's written notice (email suffices); or (ii) with written notice provided as soon as practicable under the circumstances if Account Holder or Authorized Users uses the Workato Platform in a way that threatens the security, integrity, availability or stability of the Workato Platform. Workato will use commercially reasonable efforts to minimize the scope of the suspension (for example, to suspend the Platform Asset that is not in compliance), provide Account Holder with reasonable detail regarding the basis for suspension, and promptly reinstate the access to the Workato Platform following the remediation of such breach of activities. Any suspension under this section shall not excuse Account Holder from Account Holder's obligations to make payments under this Agreement.

(f) <u>Professional Services</u>. Workato will perform Professional Services as described in an Order Form or SOW, which may identify additional terms for the Professional Services. Account Holder will give Workato timely access to materials and resources reasonably needed for Professional Services, and Workato will use them only for purposes of providing Professional Services. The Platform Assets and other deliverables furnished as part of Professional Services are made available to Account Holder in accordance with Section 3(b)(i) and Account Holder may use them only in connection with the use of the Workato Platform.

(g) <u>Support</u>. During the Subscription Term, Workato will provide Support in accordance with Exhibit A.

(h) <u>Updates</u>. Workato may electronically publish updates or improvements to the Workato Platform via the Workato website, provided that such updates shall not result in a material degradation of the overall functionality or security features. Updates to certain features may require action on the part of the Account

Holder such as activation or upgrading to the latest version through its Account. Workato may, upon at least ninety (90) days' advance notice, or with notice provided as soon as practicable under the circumstances if a shorter period is required to protect the security, integrity, availability or stability of the Workato Platform, discontinue or limit the use of older versions of such features.

3. Intellectual Property Rights.

(a) <u>Account Holder Data</u>. Account Holder owns and retains all right, title and interest in and to all documents, messages, graphics, images, files, data and other information transmitted and processed through the Workato Platform by Account Holder (collectively, the "**Account Holder Data**"). During the Subscription Term, Workato will have the right (including to engage its sub-processors available at https://www.workato.com/legal/sub-processors) to use the Account Holder Data solely for the purposes of providing the Workato Platform to Account Holder and fulfilling its obligations hereunder, provided that in no event will Workato use the Account Holder Data to train or improve any models, except with Account Holder's prior written permission or instruction.

(b) <u>Platform Assets</u>.

(i) As between the parties, Workato owns and retains all right, title, and interest in and to all Platform Assets and all derivatives thereto on the Workato Platform, excluding any Platform Assets created by Account Holder. During the Subscription Term, Workato permits Account Holder, on a royalty-free basis, to (A) design, configure, create, use, and share the Platform Assets with other Users; and (B) duplicate and modify Community Platform Assets in its Account.

(ii) Account Holder understands and agrees that the Platform Assets are part of the features of the Workato Platform and will not function independently of the Workato Platform.

(iii) Platform Assets created by Account Holder are private by default in the Account, which means that only Account Holder has access to such Platform Assets. Account Holder shall ensure that it has procured and will maintain the right to create the Platform Assets to integrate with the Third-Party Applications, and Account Holder grants Workato a limited and royalty-free license to use, practice, perform, and process its private Platform Assets to fulfil Workato's obligations hereunder, provided that Workato shall not resell any private Platform Assets and the private Platform Assets are deemed to be Confidential Information of Account Holder under Section 6 below.

(iv) Account Holder may decide (in its sole discretion) to share the private Platform Assets with other Users by marking them "public". Such Platform Assets will become part of the Community Platform Assets, and Account Holder grants Workato an irrevocable, perpetual, transferable, royalty-free, sublicensable, and worldwide license to view, use, perform, copy, modify, and distribute those Platform Assets and use the Marks associated with those Platform Assets by Account Holder solely for the purpose of distributing those Platform Assets in the Workato Platform.

(v) Account Holder agrees that Platform Assets created by Workato or Users may be the same as or similar to those created by Account Holder, and that it will not assert any claim against Workato or any Users for infringement or misappropriation of any intellectual property rights to any Platform Assets independently developed by Workato or Users. Nothing herein shall limit Account Holder's ability to assert any claim based on willful misconduct or breach of confidentiality obligations.

(c) <u>Feedback</u>. Account Holder may voluntarily give suggestions, ideas, enhancement requests, feedback, or recommendations relating to the Workato Platform (collectively, "**Feedback**"). Feedback does not include Account Holder Data or Account Holder's Confidential Information. Workato may make, use, sell, reproduce, create derivatives of, display or otherwise practice the Feedback during and after the term. Feedback is provided "AS-IS." Workato will not publicly associate such Feedback with Account Holder without Account Holder's prior written consent.

(d) <u>Usage Data</u>. Workato will compile statistical and technical data and information related to or generated through the performance, operation and use of the Workato Platform and related features and functionality ("**Usage Data**"). For clarity, Usage Data shall exclude all Account Holder Data, but may include limited Account Information subject to the Privacy Policy. Workato may use Usage Data during and after the term for the purposes of implementing, operating, maintaining, auditing compliance, and improving (including training and machine learning of) the Workato Platform and fulfilling its obligations hereunder,

provided that Workato will not disclose Usage Data (except to its providers subject to confidentiality) or use the Usage Data for any training and machine learning purposes, unless it is aggregated and anonymized.

(e) <u>Use of Marks</u>. During the term of this Agreement, each party grants the other the limited, royalty-free right to publicly use the party's trade names, trademarks or logos (collectively, the "**Marks**") solely to the extent necessary to promote the Workato Platform and identify Account Holder as a User of the Workato Platform. Any use of Marks must correctly attribute ownership of such Marks and must be in accordance with such party's then-current trademark usage guidelines. If a party objects to any use of its Marks by the other party, the other party will immediately cease the use of the Marks on its website and to the extent commercially feasible, from its marketing materials and will obtain consent for any future use of the Marks. All goodwill arising out of the use of the Marks of a party by the other party shall be on behalf of and shall inure to the benefit of the party owning the Marks.

4. Restrictions; Responsibilities.

(a) Account Holder will not, and will not authorize any third party to, directly or indirectly: (i) interfere or attempt to interfere with the proper working or other User's use of the Workato Platform, including through abuse of server capacity; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure of the Workato Platform or any software or data related to the Workato Platform, provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable statute; (iii) copy, alter, modify, or create derivative works of the Workato Platform or any software, source code, object code, underlying structure, design, look and feel, expression, ideas or algorithms, or Documentation thereof; (iv) sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Workato Platform; (v) remove or otherwise alter any proprietary notices or labels from the Workato Platform or any portion thereof; (vi) bypass any measures to prevent or restrict access to the Workato Platform (or other accounts, computer systems or networks connected to the Workato Platform); (vii) scan or test vulnerability of the Workato Platform or related products and services without Workato's prior written consent; or (viii) use the Workato Platform: (1) for any fraudulent or unlawful purpose, (2) in violation of any applicable laws, treaties or regulations, or a third party's proprietary or contractual rights, (3) to build any products or services that are competitive to the Workato Platform, (4) from any sanctioned, embargoed, prohibited, or unauthorized country where Workato cannot provide or is prohibited from providing access, (5) in a way that circumvents any contractual usage limit, (6) for any system or application in which the failure of the Workato Platform could create a risk of personal injury or death, such as medical systems, life sustaining or life-saving systems, transportation systems, or nuclear systems, or (7) in any way that otherwise violates the use restrictions in this Agreement or Documentation.

(b) Account Holder acknowledges and agrees that Account Holder's Subscription to the Workato Platform is limited to Account Holder's own internal business operations and no right is granted hereunder to use the Workato Platform for the benefit of third parties, including as service bureau, time-sharing or managed Workato arrangement. Account Holder and Authorized Users shall not permit any third party other than its Authorized Users to access the Workato Platform. The Workato Platform may not be accessed for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Workato.

(c) <u>Account Holder Responsibilities</u>. Account Holder acknowledges and agrees that:

(i) Account Holder's and its Authorized Users' use of the Workato Platform is dependent upon Account Holder maintaining access to its own telecommunications and internet services. Account Holder shall be solely responsible for acquiring and maintaining its telecommunications and internet services and other hardware and software required to access and use the Workato Platform. Workato shall not be responsible for any loss or corruption of content, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services.

(ii) Account Holder and Authorized Users will create and maintain unique access credentials in connection with the Account for their use of the Workato Platform ("**Access Credentials**"), and will keep all Access Credentials secret and confidential. Account Holder will be responsible for all activities that occur using such Access Credentials.

(iii) Account Holder may use the Workato Platform to interoperate with or connect to other services, products, applications, agents, software, interfaces, APIs or websites operated or provided by Account Holder or any third parties (collectively, "**Third-Party Applications**"). As between the

parties, Account Holder is solely responsible for (A) procuring the rights to use the Third-Party Applications and complying with their applicable terms and privacy policy; and (B) its use of the Third-Party Applications and any losses caused by the Third-Party Applications. Workato does not warrant or support any Third-Party Applications or control their privacy practices, whether or not they are recommended or designated by Workato as preferred, certified or otherwise, and shall have no responsibility, liability or indemnification obligations for any claims, losses or damages arising out of or in connection with any Third-Party Applications. Workato does not guarantee compatibility with any Third-Party Application and shall not be responsible for their changes or new developments which may interrupt the use or interaction with the Workato Platform.

(iv) Account Holder will be solely responsible for the accuracy, quality and legality of Account Holder Data, the means by which Account Holder acquired the Account Holder Data, the instructions initiated via its Account or through other means to Workato for the processing of Account Holder Data, and Account Holder's use of Account Holder Data.

5. Terms of Payment.

(a) <u>Fees</u>. Account Holder shall pay all fees due to Workato annually in advance unless otherwise specified in the applicable Order Form ("**Fees**"). Fees are based on the Subscription purchased as set forth in the applicable Order Form. Unless expressly stated otherwise in this Agreement, all Fees paid are non-refundable and payment obligations are non-cancelable. Account Holder shall not reduce the scope of the Subscription purchased and the applicable Fees during the relevant Subscription Term.

(b) <u>Payment Terms</u>. Fees are due net thirty (30) days from the invoice date unless otherwise specified in the applicable Order Form. Account Holder is responsible for providing complete and accurate billing and contact information to Workato and notifying Workato of any changes.

(c) <u>Late Payments</u>. Late Fees may accrue interest on a daily basis at a rate equal to the lower of 1.5% per month, or the maximum rate permitted by law, chargeable from the date such payment was past due until the date when Workato receives payment in full.

(d) <u>Taxes</u>. The Fees due are without deduction and are not inclusive of any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Account Holder will pay all Taxes associated with its Fees. If Workato has the legal obligation to pay or collect Taxes for which Account Holder is responsible, including any penalties and interest, the appropriate amount will be invoiced to and paid by Account Holder, unless Account Holder provides Workato with a valid tax exemption certificate authorized by the applicable taxing authority. Workato is solely responsible for taxes assessable against Workato based on Workato's net income.

(e) <u>True-up</u>. Workato may conduct usage analysis on the actual product feature quantities used by the Account Holder against the total quantities purchased by Account Holder (the "**True Up**") at any time during the Subscription Term, unless otherwise specified in the applicable Order Form. If the True Up reveals that Account Holder's actual usage exceeds the total quantities purchased by Account Holder, Account Holder will be required to purchase additional capacity to account for its excess use. Workato will issue a new Order Form and any additional product quantities so purchased will be coterminous with the existing Order Form. Account Holder agrees to pay for excess use in accordance with the payment terms in Section 5(b).

6. Confidentiality.

(a) "**Confidential Information**" means non-public information disclosed by a party (the "**Disclosing Party**") 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 information of the Disclosing Party, including but not limited to Account Holder Data, Transaction Data and private Account Assets. During the term of this Agreement, and for a period of three (3) years following the expiration or termination of this Agreement, the Receiving Party shall maintain the confidentiality of the Confidential Information using at least the same degree of care that such party 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 except as specifically contemplated herein, or other than to its employees, consultants, advisors or agents who

need to know the Confidential Information for its performance of this Agreement and such personnel are bound by confidentiality obligations substantially similar to these herein, provided that the Receiving Party is responsible for these personnel's breach of these confidentiality obligations to the same extent that it would have been had it violated this Agreement itself.

(b) The foregoing restrictions do not apply to information that: (i) has been independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information; (ii) has become publicly known through no breach of this section by the Receiving Party; (iii) has been rightfully received by the Receiving Party, without obligation of confidentiality, from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the Disclosing Party; or (v) was known by the Receiving Party without obligation of confidentiality prior to receipt from the Disclosing Party. The disclosure by the Receiving Party of the Confidential Information will not be considered a breach of this section 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.

(c) All Confidential Information will be promptly returned or destroyed by the Receiving Party, at the Disclosing Party's discretion and upon its written request (including any written notice of termination of this Agreement by either party). Notwithstanding anything to the contrary, the Receiving Party may retain Confidential Information if necessary to comply with legal or regulatory requirements, external accounting standards, or otherwise as contained in an archived computer system made in accordance with reasonable disaster recovery procedures, provided that such copy will remain subject to these obligations. For clarity, Account Holder Data, Transaction Data and the private Account Assets will be deleted in accordance with Section 2(c) (Deletion of Accounts and Data).

(d) The parties acknowledge that any breach of this section may cause irreparable damage to the Disclosing Party, for which monetary damages may be inadequate. In addition to any other remedy available at law or in equity, the Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief against a breach or threatened breach of this section.

7. Privacy, Security and Data Protection.

(a) Services Privacy Policy. The use of the Workato Platform by Authorized Users is subject to Workato's Services Privacy Policy ("**Privacy Policy**"), found at https://www.workato.com/legal/privacy-policy/services-privacy-policy, which is hereby incorporated by reference into this Agreement, provided that all references to the "Terms of Service" in the Privacy Policy will refer to this Agreement. Workato will use the Account Information in accordance with this Agreement and the Privacy Policy.

(b) Data Protection Laws. Each party will comply with all data protection laws to the extent applicable to and binding on it. To the extent that any Personal Data (as defined in the DPA) is processed through the Workato Platform by Workato on Account Holder's behalf, the Data Processing Addendum located at https://www.workato.com/legal/dpa (the "**DPA**") is incorporated into this Agreement.

(c) Security. Workato will maintain data security protections in accordance with industry standards and appropriate technical and organizational measures to ensure the security, privacy and confidentiality of Account Holder Data as set forth in www.workato.com/legal/security (the "**Security Overview**"), which is incorporated into this Agreement. Workato will maintain security incident management policies and procedures and will notify Account Holder without undue delay after becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Account Holder Data ("**Data Breach**"). Workato will take remedial steps pursuant to its security incident management policies and procedures that are necessary and reasonable to identify and remediate the cause of such Data Breach.

8. Representations and Warranties.

(a) Mutual Warranties. Without limiting any other representation and warranty under this Agreement, each party hereby represents and warrants to the other party that: (i) it has the full power and authority to enter into this Agreement; (ii) this Agreement is a valid and binding obligation of such party; (iii) it will use industry standard measures to avoid unauthorized access to or disruption of the Workato Platform caused

by viruses, malicious code, or similar harmful materials; (iv) it has obtained and shall maintain throughout the term of this Agreement all necessary licenses, authorizations, approvals and consents for this Agreement; and (v) it will exercise its rights and perform its obligations hereunder in compliance with all applicable laws, rules and regulations.

(b) <u>Workato Warranties</u>.

(i) Workato represents and warrants that during the Subscription Term, the Workato Platform (including any Platform Assets created by Workato) will function in accordance with the Documentation in all material and applicable respects; the exclusive remedy for a violation of this warranty shall be for Workato to correct the non-conformance within thirty (30) days from the date Workato receives written notice of such non-conformance, or if Workato cannot substantially fix the non-conformance in a commercially reasonable manner, Account Holder may terminate the applicable Order Form and Workato will issue a refund for any unused, pre-paid fees following the effective date of termination.

(ii) Workato represents and warrants that it has all title and license required to provide the Workato Platform and that the Workato Platform will not and does not infringe or misappropriate any third party's intellectual property rights; the exclusive remedy for a violation of these warranties is indemnity as described in Section 10(b) (Indemnification by Workato).

(iii) Workato represents and warrants that any Professional Services will be provided in a professional and workmanlike manner in conformity to industry standards and in accordance with the specifications in the SOW; the exclusive remedy for a violation of this warranty shall be for Workato to correct the nonconformance within thirty (30) days from the date Workato receives written notice of such non-conformance, or if Workato cannot substantially fix the non-conformance in a commercially reasonable manner, Account Holder may terminate the applicable SOW and Workato will issue a refund for any unused, pre-paid fees of the SOW following the effective date of termination.

(c) <u>Warranty Disclaimer</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 8, WORKATO DOES NOT WARRANT THAT THE WORKATO PLATFORM WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT THE WORKATO PLATFORM WILL MEET ACCOUNT HOLDER'S REQUIREMENTS. WORKATO IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE WORKATO PLATFORM TO THE EXTENT ARISING FROM ACCOUNT HOLDER'S ACTIONS, DATA, THIRD PARTY APPLICATIONS OR OTHER SERVICES PROVIDED BY THIRD PARTIES. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND WORKATO MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WORKATO PLATFORM AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR RESULTS, AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability.

(a) TO THE EXTENT NOT PROHIBITED BY LAW, AND EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, GOODWILL OR REPUTATION THAT RESULT FROM THIS AGREEMENT, EVEN IF SUCH PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) TO THE EXTENT NOT PROHIBITED BY LAW, AND EXCEPT FOR EACH PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S OR ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED IN THE AGGREGATE THE AMOUNTS PAID OR PAYABLE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

10. Indemnification.

(a) <u>Indemnification by Account Holder</u>. Account Holder shall defend, indemnify and hold harmless Workato, its Affiliates and each of its and its Affiliates' officers, directors, agents and employees from all claims, demands, proceedings, or suits brought by an unaffiliated third party (i) alleging that any Account Holder Data or the Platform Assets created by Account Holder infringe or misappropriate such third party's intellectual property rights, proprietary rights or any applicable law; or (ii) arising from Account Holder's use of the Workato Platform in violation of this Agreement or applicable law. Account Holder will pay any costs and damages attributable to such claim that are finally awarded by a court against Workato or agreed to pursuant to a settlement agreement. Account Holder shall have no liability under this section to the extent that any third-party claims described herein are based on Workato's use of Account Holder Data or the Platform Assets created by Account Holder in violation of this Agreement, or Workato's gross negligence or willful misconduct.

(b) <u>Indemnification by Workato</u>. Workato shall defend, indemnify and hold harmless Account Holder, its Affiliates and each of its and its Affiliates' officers, directors, agents and employees from all claims, demands, proceedings, or suits brought by an unaffiliated third party alleging that the Workato Platform (excluding the Account Holder Data, and Platform Assets created by Account Holder or any third party) infringes or misappropriates the intellectual property rights or proprietary rights of such third party. Workato will pay any costs and damages attributable to such claim that are finally awarded by a court against Account Holder or agreed to pursuant to a settlement agreement.

(i) If an infringement or misappropriation claim covered under this section is made or threatened, Workato may, in its sole discretion: (A) replace or modify the Workato Platform with a non-infringing alternative having substantially equivalent capability; (B) procure the right for Account Holder to continue its use of the Workato Platform; or if neither (A) or (B) is commercially practical, (C) without limiting Workato's indemnification obligation hereunder, terminate this Agreement and refund to Account Holder any unused, prepaid fees following the effective date of termination.

(ii) Workato shall have no liability under this section to the extent that any third-party claims described herein are based on (A) Account Holder's use of the Workato Platform in violation of this Agreement or the Documentation, or the written instructions given to Account Holder by Workato; (B) any information, technology, materials or data (or any portions or components of the foregoing) not created or provided by Workato; (C) any modification to the Workato Platform by any party other than Workato (where the claim arises from or relates to such modification); (D) combination of the Workato Platform with other Third-Party Applications, products, processes, materials or other technology not provided by Workato (where the claim arises from or relates to such combination); or (E) where Account Holder continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.

(iii) THIS SECTION STATES THE ENTIRE OBLIGATION OF WORKATO AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE WORKATO PLATFORM.

(c) <u>Indemnification Procedure</u>. These indemnification obligations are contingent upon the party seeking indemnity: (i) promptly giving the indemnifying party written notice of the claim, provided that the failure to do so does not relieve the indemnifying party of its obligations herein except to the extent that the indemnifying party is prejudiced by such failure to give notice; (ii) giving the indemnifying party sole control of the defense and settlement of the claim, except that the indemnifying party may not settle any claim without the indemnified party's prior written consent (not to be unreasonably withheld); and (iii) giving the indemnifying party all reasonable assistance in the defense and settlement of the claim (at the indemnifying party's sole expense), provided that the indemnified party may, at its own expense, retain counsel to independently evaluate the infringement claim(s).

11. Insurance.

During and for a period of three (3) years after the termination or expiration of this Agreement, Workato will purchase and maintain insurance coverage as set forth below from reputable insurance companies with an A. M. Best rating of "A - VII" or better/equivalent. Upon request of Account Holder but no more frequently than once per calendar year, Workato will provide certificates of insurance demonstrating its compliance.

Commercial General Liability

$1,000,000 – Each Occurrence

$2,000,000 – General Aggregate

Worker's Compensation/Employers Liability

Statutory/$1,000,000

Umbrella Liability

$5,000,000 – Each Occurrence and Annual Aggregate

Technology E&O/Cyber Liability

$5,000,000 – Each Claim-made and Annual Aggregate

Commercial Crime

$2,000,000 – Employee Theft of Client Property

12. Term; Termination.

(a) Term. The term of this Agreement will commence on the Effective Date and continue for as long as the Workato Platform is being provided to Account Holder under the applicable Order Form(s). The Subscription Term will commence and continue for the period set forth in the applicable Order Form, unless terminated earlier in accordance with this Agreement. Except as otherwise stated in the applicable Order Form, each Subscription Term shall automatically renew for successive one (1) year periods at Workato's then-current pricing for Account Holder's Subscription, unless either party provides the other party written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term.

(b) Termination. Either party may terminate the Agreement upon written notice: (i) due to the other party's material breach of this Agreement that is not cured within thirty (30) days from the non-breaching party's written notice; (ii) if the other party is subject to insolvency, receivership or bankruptcy proceedings that are not dismissed within sixty (60) days of the date of filing; (iii) if the other party makes an assignment for the benefit of creditors; or (iv) if the other party has dissolved or ceased to do business.

(c) Effects of Termination. Upon termination or expiration of this Agreement, Account Holder shall cease all use of the Workato Platform and delete or destroy all copies of the Documentation in its possession, and, to the extent there are any licenses granted hereunder to Account Holder, they will immediately cease to exist. For terminations by Account Holder in accordance with Section 12(b) (Termination) or 19 (Force Majeure), Workato will issue a refund for any unused, pre-paid fees following the effective date of termination. Termination of this Agreement will result in the termination of all ongoing Order Forms; provided that the termination or modification of a single Order Form will not result in the termination or modification of this Agreement.

(d) Survival. The provisions of Sections 2(c) (Deletion of Accounts and Data), 3 (Intellectual Property Rights), 4 (Restrictions; Responsibilities), 5 (Terms of Payment), 6 (Confidentiality), 8(c) (Warranty Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), 12(c) (Effects of Termination), 13 (Governing Law and Jurisdiction), 14 (Dispute Resolution and Arbitration), 15(a) (Non-Paid Products), and 21 (Miscellaneous) of this Agreement will survive any termination or expiration of this Agreement.

13. Governing Law and Jurisdiction.

This Agreement 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. Subject to Section 14 (Dispute Resolution and Arbitration), each party agrees that any action arising out of or relating to this Agreement will be filed only in the state or federal courts in 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, except that each party shall have the right to pursue injunctive or other equitable relief at any time, and Workato shall have the right to pursue payment of Fees due hereunder, from any court of competent jurisdiction.

14. Dispute Resolution and Arbitration.

Should a dispute arise out of or relating to this Agreement, the parties shall engage in good faith, informal dispute resolution for a period of thirty (30) days. The party claiming the dispute will deliver written notice to the other party. Within five (5) business days of receipt of such notice, the parties shall commence good faith discussions. Except to the extent necessary to prevent irreparable harm or to preserve rights or remedies, neither party will initiate arbitration or litigation until thirty (30) days after the first day of such written notice. Should the parties fail to resolve such dispute informally, they shall thereafter engage in binding arbitration conducted in accordance with the then-current Commercial Dispute Rules of

JAMS/Endispute ("**JAMS**"). The arbitration shall be held at the office of JAMS located in Santa Clara County, California, conducted by one (1) arbitrator in accordance with JAMS' Optional Expedited Arbitration Procedures. The binding arbitration shall be at the parties' joint and equal expense, except that costs and reasonable attorneys' fees will be awarded to the prevailing party upon conclusion.

15. Non-Paid Products; Additional Product Terms.

(a) Non-Paid Products. If agreed by the parties, Workato will grant Account Holder a limited right to use any Non-Paid Products solely for Account Holder's internal evaluation, until the earlier of (i) thirty (30) days after the provisioning date, unless otherwise agreed in the Order Form or extended by Workato; (ii) the start day of the paid Subscription for such Non-Paid Products; or (iii) termination by Workato for convenience. The Non-Paid Products are subject to certain usage limits and product quantities allocated by Workato from time to time, and are provided "AS-IS" and no warranty or indemnification will be provided by Workato. Section 9 (Limitation of Liability) of this Agreement shall not apply, and under no circumstances will Workato or its Affiliates be liable to Account Holder for any damages, losses, and causes of action arising out of or relating to the Non-Paid Products in the aggregate exceed $100 USD. Usage Data includes anonymized conversation data collected from the Non-Paid Products, if any.

(b) Additional Product Terms. Certain features may be subject to additional product terms available at https://www.workato.com/legal/product-terms ("**Additional Product Terms**"). These features are made available to Account Holder pursuant to the Subscription selected by Account Holder. Subject to Section 21(d), by using these features, Account Holder agrees to the applicable Additional Product Terms, provided that any changes to the Additional Product Terms will become effective thirty (30) days after posting.

16. Export Compliance.

The Workato Platform and derivatives thereof are subject to export controls and sanctions laws and regulations of the United States and other jurisdictions (the "**Export Controls**"). The parties will comply with applicable Export Controls. Account Holder will not access or use the Workato Platform in any manner that would cause any party to violate any Export Controls, including access or use the Workato Platform in a U.S.-embargoed country or region, or process any data or use the Workato Platform for any prohibited end use (e.g., nuclear, chemical, or biological weapons proliferation, or missile-development purposes).

17. Non-Sanctioned Status.

Account Holder shall ensure that neither Account Holder nor any of its executive officers, directors or any individual, entity, or organization holding any ownership interest or controlling interest in Account Holder ("**Connected Persons**") is an individual, entity, or organization with whom Workato is prohibited from dealing by any law, regulation, or executive order, including names appearing on the U.S. Department of the Treasury's Office of Foreign Assets Control's and Specially Designated Nationals and Blocked Persons List. If Account Holder or any of its Connected Persons is determined to be or for any reason becomes an individual, entity, or organization with whom Workato is prohibited from dealing in accordance with this section, Account Holder shall give immediate written notice to Workato and Workato shall have the right to immediately terminate this Agreement and any Order Form upon written notice. If Workato exercises the termination right described herein, Account Holder shall pay Workato for any Fees due prior to the effective date of termination and shall not be entitled to any refund unless payment is prohibited by law.

18. Anti-Corruption.

Each party agrees to comply with the U.S. Foreign Corrupt Practices act, the UK Bribery Act 2010 and other applicable anti-corruption, anti-bribery or anti-money laundering law (together, "**Anti-Corruption Laws**"), and agrees not to violate, cause the other party to violate, or knowingly let anyone violate the applicable Anti-Corruption Laws. Neither party will receive or offer, or has received or been offered, any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

19. Force Majeure.

Neither party shall be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated

party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party ("**Force Majeure**"). Both parties will use reasonable efforts to mitigate the effect of a Force Majeure event. If such event continues for more than thirty (30) days, either party may terminate the affected Order Forms upon written notice. This Section does not excuse Account Holder's obligation to pay for the services prior to the effective date of the termination.

20. Reseller.

In the event that Account Holder purchases the Subscription through a reseller authorized by Workato (the "**Reseller**") pursuant to an agreement with the Reseller ("**Reseller Agreement**"), the following terms apply:

(a) The pricing and payment terms in the Reseller Agreement apply and all payment will be made directly to the Reseller, and, for the avoidance of doubt, the obligations outlined in Sections 5(a) - (d) of this Agreement shall not apply.

(b) Any support services provided in and disputes related to the Reseller Agreement, including processing of any refunds provided in this Agreement, shall be handled only between Account Holder and the Reseller; if applicable, the prorated refunds under this Agreement will be provided to Reseller based on the Fees received by Workato.

(c) Account Holder's use of the Workato Platform will be governed by this Agreement, and Workato will not be bound by the Reseller Agreement, nor any representations and warranties made by the Reseller that are not included in this Agreement.

(d) If Reseller breaches its obligations to Workato (including a failure to pay Workato the fees owed), Workato may terminate this Agreement, suspend Account Holder's access to the Workato Platform, or cease providing the Workato Platform to Account Holder without incurring any liability to the Reseller or the Account Holder, except for liability arising from Workato's willful misconduct or negligence.

21. Miscellaneous.

(a) Assignment. This Agreement may not be transferred or assigned without the other party's prior written consent, except that no such consent shall be required for assignment to a successor or an acquirer of all or substantially all of the assigning party's business or assets, and the assigning party has notified the other party in writing and the assignee agrees in writing to assume all of the assigning party's obligations. Any purported assignment in violation of the foregoing shall be void and without effect.

(b) Independent Contractors. Workato and Account Holder are independent contractors, and shall each have sole responsibility for all acts and omissions of their respective personnel. Neither party has any obligation for any employee-related benefits or withholding taxes applicable to the other party's personnel performing services pursuant to this Agreement.

(c) Entire Agreement. This Agreement together with the applicable Order Form set forth the entire agreement between Workato and Account Holder and supersedes any and all prior agreements (whether written or oral) with respect to the subject matter of this Agreement.

(d) Amendments. The parties acknowledge and agree that the Documentation, AUP, Privacy Policy, DPA, Security Overview and Additional Product Terms may be updated by Workato from time to time, provided that such updates shall not result in a material degradation of the security, integrity, availability, or stability of the Workato Platform. This Agreement may be amended (i) by a writing executed by a duly authorized representative of each party, or (ii) by an update to this Agreement on Workato's website which shall become effective upon (A) the commencement date of Account Holder's subsequent renewal or upon Account Holder's execution of a new Order Form, or (B) in the case of a Non-Paid Products, by Account Holder's continued use of the Workato Platform after such update. Workato will provide a mechanism for Account Holder to subscribe to receive notice of the update.

(e) Order of Precedence. In the event of any conflict between (i) this Agreement and the Order Form and where applicable, a purchase order issued by Account Holder the order of precedence shall be as follows: (A) the Order Form, (B) this Agreement, and then (C) any purchase order; (ii) this Agreement and the DPA, the DPA shall take precedence; (iii) this Agreement and any exhibit attached hereto, the exhibit shall take precedence; and (iv) the Order Form and SOW, the SOW shall take precedence.

(f)   Notices. Any notices under this Agreement shall be in writing and shall be sent to, in the case of Account Holder, the email address associated with the Account; or in the case of Workato, to legal@workato.com or if by nationally recognized express delivery service with such notice deemed given upon receipt to: Workato Legal Team, 1530 Page Mill Road, Suite 100, Palo Alto, California 94304, United States. Each party shall promptly notify the other party in writing of any change to its notice address.

(g)   Waiver. The waiver of any breach or default of this Agreement will be effective only upon written waiver by the waiving party, and will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

(h)   Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(i)   Attorneys' Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the courts in which the matter is tried, heard, or decided.

EXHIBIT A
Workato Support Agreement

Workato will provide support for its platform and product features in accordance with the severity of the issue. The table below provides a summary of the different severity levels.

Severity Level	Definition
Severity 1	Major service disruption to the Platform Assets that are running in the Production Environment. No workaround exists. Issues that significantly impact the performance and functionality of all major functions of the Workato Platform causing severe disruption to Account Holder's use of the Workato Platform. Environment/Workspace: Production
Severity 2	Key functionality impaired. A temporary workaround available. Issues that significantly impact the performance and functionality of a key function of the Workato Platform that causes significant disruption of Account Holder's use of the Workato Platform. Environment/Workspace: Production, Test/UAT
Severity 3	Moderate impact. Reasonable workaround available. Issues that significantly impact the performance and functionality of a function of the Workato Platform that causes some degradation in Account Holder's use of the Workato Platform. Environment/Workspace: Production, Test/UAT, Dev
Severity 4	Minor impact. Issues that are minor, cosmetic, usability or documentation-related Issues or general product feature/function queries. Environment/Workspace: Production, Test/UAT, Dev

(a) Severity Designation:

Workato's product support team will assess the severity of the Account Holder's reported issues and each issue will be assigned a severity level as set forth in the table above. The Account Holder must provide full details of the issue including the steps necessary to enable Workato to reproduce the issue.

(b) Response Time:

Upon receipt of a support request, Workato will investigate the issue and provide Account Holder with a response to each incident in accordance with the applicable Workato Support service plan as set forth in the table below.

Support Plan & Hours	Response Times

Support Plan	Support Hours	Severity 1	Severity 2	Severity 3	Severity 4
Standard	8:00 am to 5:00 pm during Business Hours** (Mon-Fri)	4 Business Hours	8 Business Hours	4 Business Days	7 Business Days
Premier and Premium	6:00 am to 6:00 pm during Business Hours** (Mon-Fri)	2 Business Hours	4 Business Hours	3 Business Days	5 Business Days
Enterprise	24 X 7 X 365	1 hour	4 hours	2 Business Days	3 Business Days

** Business Hours/Business Days will be during the Support Hours and exclude any local public holidays and are based on applicable local times (in accordance with Account Holder's address stated in the Order Form) as shown below:

- America: Local United States time zone (EST, CST, MT, PST);

- Europe, the Middle East and Africa: Central European Time (CET);

- Asia-Pacific: Singapore Standard Time (SGT);

- Japan: Japanese Standard Time (JST); or

- Australia and New Zealand: Australian Eastern Standard Time (AEST).

(c) Support Process. Support will be provided during the Support Hours via the Workato Support Portal, email or chat, for trouble shooting, issue determination and resolution (including instructions for a workaround where necessary). To receive Support, Account Holder will (i) cooperate with Workato as required; (ii) provide Workato with all necessary information and resources for Workato to investigate or replicate the Issue; and (iii) promptly implement the corrective procedures, updates or workarounds provided by Workato. Workato shall not be responsible for the disruptions to or failures of the Service to the extent caused by Account Holder's failure to timely provide or implement the foregoing.