

## Workato, Inc.

### Acceptable Use Policy for the Community

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

#### 1. Relationships.

(a) Community is intended to enable the sharing and accelerating the development of solutions on the Workato Platform. We encourage the users of the Services and Community to share the Platform Assets (i.e., 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 and Workbots, each as further defined and described in the Documentation), where applicable and available, they created with other Workato users by making them “public” to be listed in the Community, by sharing them via a private link, or by other sharing methods allowed by Workato. Such Platform Assets, whether or not listed in the Community, are considered as Community Platform Assets (together, the “**Community Listings**”). You are a developer (the “**Developer**”) if you create any Platform Assets and share them in any of the methods mentioned above. You are a user (the “**User**”) if you use the Community and/or any Community Listings. Community Listings also include (1) the Connectors created by you and labeled as “Partner Connectors” (the “**Partner Connectors**”) and (2) the Connectors created by you without sharing the source code (the “**No Code Connectors**”), each as further described in Section 4 below. Except as expressly stated otherwise, the applicable terms with respect to Community Listings will also apply to Partner Connectors and No Code Connectors.

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

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

#### 2. For Users.

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

(a) Community Listings are created and managed by the Developer. The Community Listings may be installed into your workspace within the Workato Platform and shall be used in accordance with the Workato Terms, Documentation and this AUP.

(b) Community Listings are provided “AS-IS”. Workato is not responsible or liable for any Community Listings. Any and all the warranties, representation, indemnifications, supports, and guarantees provided by Workato as set forth in the Workato Terms will not apply to any Community Listings, whether or not they are recommended by Workato or otherwise designated, labeled or marked by Workato in any way. We encourage you to conduct due diligence each time prior to using any Community Listings and their respective updates. Notwithstanding the foregoing, for the Connectors developed and made available in the Community by Workato, Workato will use commercially reasonable efforts to maintain and support for such Connectors.

(c) The Marks (defined in Section 3(c) below) used for each Community Listings are solely for indicating that such Community Listings are designed for the integration with the products or services provided by owners of the Marks. Except expressly stated otherwise in the description of the respective

Community Listings, this Community and the Community Listings are not certified or endorsed by the owners of the Marks, nor to be compatible with the owners of the Marks and their products or services.

- (d) Workato does not offer any guarantee of response or support by the Developer.
- (e) For the use of the No Code Connector, you acknowledge and agree that you may not have access to the source code of such Connector, and may not be able to review or modify such Connector.

### 3. For Developers.

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

- (a) You will not assert any claim against Workato or any Users for infringement or misappropriation of any intellectual property rights to any Platform Assets independently developed by Workato or Users which are similar to or the same as any Platform Assets created by you;
- (b) You acknowledge and agree that Users may use, copy, modify and redistribute such Community Listings, and that nothing in this AUP shall prohibit Workato or other Users from creating any Platform Assets that are the same or similar to other Platform Assets created by you;
- (c) You represent and warrant that you have procured and will maintain all necessary rights, title and interest to (i) create, maintain and publish (or share) the Community Listings (including any API) under this AUP; (ii) grant Workato and the Users the rights to the Community Listings as set forth in the Workato Terms and this AUP; and (iii) any trade names, trademarks, service marks, logos and domain names associated with such Community Listings ("Marks") as designated by you and other information submitted by you in connection with such Community Listings;
- (d) You warrant that the Community Listings created by you does not and will not violate Workato's or any third party's intellectual property rights or proprietary rights. You further represent and warrant that you will not make any statements to the contrary, including any statements that imply a Workato endorsement, certification, affiliation or partnership;
- (e) You must comply with Section 5 (Compliance; Restrictions) of this AUP;
- (f) You grant to Workato an irrevocable, perpetual, transferable, sublicensable, and worldwide license in such Community Listings to (i) view, use, perform, copy, modify, and distribute such Community Listings in connection the Services and this Community, including implementing, operating, maintaining, improving, developing, researching and marketing of the Workato Platform, the Platform Assets, the Services and this Community, whether or not through other technologies such as Artificial Intelligence; (ii) at Workato's option, perform a Security Review (as defined in Section 3(i) below) on the Community Listings; and (iii) use the Marks and other information submitted by you associated with the Community Listings solely for the purpose of displaying the Community Listings within the Services, provided that Workato will comply with your applicable and reasonable usage policies as communicated by you to Workato in writing;
- (g) You will use commercially reasonable efforts to maintain, support and update such Community Listings;
- (h) You must supply and maintain valid and accurate contact information to Workato to enable contact to be made for customer support, security and legal purposes; and
- (i) Workato and its designated personnel may perform security reviews on the Community Listings at any time and in any manner Workato deems proper (each, a "Security Review"). You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with a Security Review and will not make a claim against Workato for lost data, re-run time, inaccurate output, work delays or lost profits resulting from a Security Review.

### 4. Partner Connectors and No Code Connectors.

Notwithstanding the foregoing, certain Community Listings, such as the Partner Connectors and No Code Connectors, may be made available through other means allowed by Workato. Any updates to the Partner Connectors will be electronically published via the Workato website; and any updates to the No Code Connector will be made available to the Users who already have access to the No Code Connector. We encourage you to follow Workato's Partner Connectors guidelines (available at

<https://docs.workato.com/partner-connectors>, the “**Partner Connectors Guideline**”) to improve the Connector created by you. If you wish to get Workato’s “Partner Connector” labeled to the Connectors created by you, or if you wish to use the special method offered by Workato for you to share the No Code Connectors created by you without sharing the source code, in addition to the requirements in Section 3, you must follow the Partner Connectors Guideline, and hereby acknowledge and agree that by applying for such features:

- (a) You represent and warrant that you are the owner or licensor of the Third-Party Application (the “**Developer Service**”) with which the Partner Connector or No Code Connector integrates.
- (b) Any future enhancement requests, bug fixes, or code improvements relayed from Workato for the Partner Connector or No Code Connector will be handled by you in accordance with the Service Level Agreement required by Workato. For avoidance of doubt, any updates to the Partner Connectors or No Code Connectors shall not result in degradation to the security, integrity, availability, stability or functionality of the Partner Connectors and No Code Connectors.
- (c) You will provide Workato with (i) a fully functioning sandbox of the Developer Service (the “**Non-Production Instance**”) and (ii) the source code of the applicable Partner Connector or No Code Connector, for testing, education, support, maintenance, demonstration and development purposes in accordance with the Workato Terms and this AUP.
- (d) In the event that Developer violates the Workato Terms or this AUP, including failure to provide proper updates or support of the applicable Connectors, Developer will, upon Workato’s request, promptly resolve any issues or non-compliance raised by Workato. In the event that Developer fails to cure such violations, Workato may take over the support and maintenance of such Connectors and the parties will work together in good faith to work on the future support and maintenance plans for such Connectors.
- (e) Upon termination or expiration of this AUP, or in the event that Workato takes over the support and maintenance of any Partner Connector or No Code Connectors in accordance with Section 4(d), (i) the parties will work together in good faith to ensure the continued use of Partner Connector and No Code Connectors integrating with Developer Services by the parties’ mutual customers; and (ii) subject to Workato’s compliance with the applicable terms of the Developer Services as agreed by the parties, Developer agrees to continue providing Workato with access to the Non-Production Instance and the source code solely for the limited purposes stated in this Section.
- (f) For Partner Connectors, (i) Workato will use commercially reasonable efforts to review the proposed Connector in accordance with the Partner Connectors Guideline, at the timeframe agreed by the parties; and (ii) in the event that you make an update or any change to the Connector that has been labeled as a Partner Connector, such update or change will not be implemented until Workato’s further review and approval in accordance with the Partner Connectors Guideline. For No Code Connector, Workato may, but is not obligated to, review the No Code Connector. Workato’s review of any Partner Connectors or No Code Connector is at its discretion and shall not relieve your obligations to such Connectors or the Users of such Connectors.

## 5. Compliance; Restrictions.

- (a) Compliance. Users and Developers must comply with all applicable laws and legal requirements, this AUP and any other contractual obligations with Workato or third party with respect to the use of the Service, the Community, any Community Listings and Third-Party Applications.
- (b) Acceptable Use Policy. In addition to any use restrictions under the Workato Terms, in the use of the Services, Community, any Community Listings, the Users and Developers are prohibited from:
  - (i) Degrading or compromising the performance of the Service or the Community, appropriate support or assistance, or the security of the Services or the Community in any way;
  - (ii) Collecting, storing, or using, or allowing or assisting any person or entity to collect, store or use any documents, messages, graphics, images, files, content, data and other information uploaded, posted, transmitted or processed by Users via the Services or through the Community Listings (“**Data**”), including Account configuration, Recipe definitions, meta-data and data processed on

the Service, whether identifiable and in aggregate or not, in any way (including using your access to Workato Connector SDK or APIs) for any purposes (including using Data to contact any Users);

(iii) Using any misleading or deceptive statements about functionality, performance, origin or Data use of the Community Listings;

(iv) Transmitting or introducing any viruses or malicious code that may damage, interfere with, intercept or expropriate any system or Data;

(v) Providing unauthorized access to the Service, including bypassing measures Workato may use to prevent or restrict access to the Service;

(vi) Using unpublished APIs or any open source software as defined in <http://opensource.org/docs/osd>, <http://www.gnu.org/philosophy/free-sw.html>, or any other software which, as a condition of its use, development or redistribution, requires that such software, any modifications to that software and/or any other software with which it is integrated or combined be disclosed or distributed in source code form;

(vii) Asserting in the code of any Community Listings that it is under any license terms incompatible with the AUP;

(viii) Misrepresenting that the Community Listings are authorized by or produced by another individual, company or legal entity, including Workato;

(ix) Facilitating any violations of the law;

(x) Conducting any fraudulent actions, willful misconduct or providing any malicious content, Data or statements to the Service; and

(xi) Infringing any party's intellectual property rights or proprietary rights, including Workato's and its licensors', or other Users or Developers.

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

## **6. Disclaimer; Limitation of Liability.**

(a) ANY WARRANTY IN THE WORKATO TERMS SHALL NOT APPLY TO THIS AUP, THE COMMUNITY OR ANY COMMUNITY LISTINGS. FOR CLARITY, WORKATO MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER IN THIS AUP, THE COMMUNITY OR ANY COMMUNITY LISTINGS, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WORKATO MAKES NO WARRANTIES WITH RESPECT TO THE RESULTS OF OR USE OF THE COMMUNITY AND ANY COMMUNITY LISTINGS, AND YOU ASSUME ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

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

(c) While the Community is part of the Service provided by Workato, Workato does not control, support or provide any Community Listings. Workato has no liability or responsibility for any Community Listings, Partner Connectors, No Code Connectors or Third-Party Applications, including their functionality, performance, availability, security, stability, accuracy, data processing, completeness, usefulness or quality, even if Workato is hosting such Community Listings, such Community Listings comply with the

Partner Connectors Guideline, or such Community Listings have passed the Security Review, and whether or not such Community Listings are recommended by Workato or otherwise designated or labeled by Workato in any way. Notwithstanding any Security Review conducted or any label provided by Workato, Workato does not certify, warrant or support any Community Listings, Partner Connectors or No Code Connectors.

(d) You acknowledge and agree that if the provider of a Third-Party Application ceases to make the Third-Party Application available for interoperation with the Workato Platform, Workato will not be able to guarantee the continued connectivity with such Third-Party Application and the respective Platform Assets (including Workato Connector, Community Connector, Partner Connector or No Code Connector) may cease to operate and integrate.

## **7. Suspension; Discontinue.**

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

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

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

## **8. Miscellaneous.**

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

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