

# GEARS Grow Advisory Package

(website version 1.0)

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

(a) The following Services to be provided by a Workato Strategic Advisor (or similar), allocated maximum of 8 hours per week

- (i) Advisory services to support some or all of the following GEARS levers:
  - (1) Automation Lifecycle Mgmt - define workspace management & domain design for LOBs, revisit and rollout development lifecycle, including testing/versioning/release strategies for hybrid or decentralized model
  - (2) Resource Center - co-design automation resource center for scalable deployment across multiple LOBs, create content publication and review process for AHQ governance over resource center
  - (3) Onboarding & Education - customized Workato certification and learning paths for different personas across organization, LoB training content creation, LoB onboarding process, Master Chef Program execution, oversee execution of training program rollout for first LoB
  - (4) Intake, Prioritization, & Scoping for LoBs - centralized backlog with LoB access, enablement for LoB Product Owner for ideation & prioritization management
  - (5) Value Reporting - business return on investment (ROI) justification, including time-to-market & cost avoidance; this is in collaboration with Workato's ASV team & methodology, establish AHQ KPIs for enablement & adoption of enterprise automation
  - (6) Project Execution - define and document agile delivery process
  - (7) Capacity Planning - platform chargeback models, future platform consumption models, including YoY growth and future program/project cost projections

(ii) Oversight of Master Chef's extension of CI/CD Accelerator, AOF Accelerator, and AQS Accelerator to up to 2 managed workspaces

(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 Grow 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 Grow 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 Grow Advisory Package, provided that Workato shall remain liable for such partner's performance of its obligations under the GEARS Grow 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 Grow Advisory Package. Workato agrees not to incur any expenses under the GEARS Grow Advisory Package without Customer's prior written approval.

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

(f) The following services are not within the scope of Services of the GEARS Grow 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 Grow 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 Grow 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 Grow Advisory Package exceed in the aggregate, the fees paid or payable to Workato under the GEARS Grow 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 Grow 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.