

## Workato Embedded Edition Agreement

This Embedded Edition Agreement (this “**Agreement**”) governs the use of the Workato Embedded Edition provided by Workato, Inc. (“**Workato**”) and is accepted by the company (“**Company**”) who executes an Order Form or opens an account or accesses the Workato Embedded Edition. This Agreement is entered into as of the date that Company 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:

### Background

Workato provides an online platform available as an ongoing service, together with related interfaces, software development kits, Professional Services, and Documentation that allows connection of applications and automation of business workflows.

Workato wishes to provide access and use of the Workato Embedded Edition to Company for the benefit of its Customers and Company wishes to access, use and purchase the same for the purpose of providing Platform Assets such as Connectors and Recipes for the Company Service to its Customers pursuant to the terms and conditions of this Agreement.

The parties agree as follows:

### 1. Definitions.

(a) “**Account**” means Company’s admin account and associated workspace(s) or Customer’s sub-account(s) provided by Company within the Workato Embedded Edition.

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

(c) An “**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) “**Company Service(s)**” means the hosted service, applications, software, or website provided by Company for its own Customers which is listed in Exhibit B attached to the applicable Order Form.

(e) “**Connectors**” means the instructions which allow the transfer of data between software applications through the Workato Embedded Edition by using software scripts or application programming interfaces (“**APIs**”).

(f) “**Customer(s)**” means customers of the Company.

(g) “**Customer Agreement**” means the written binding agreement between Company and its Customer for Company’s provisioning of the Company Services.

(h) “**Documentation**” means the user guide, materials, description of the functionality and features of the Workato Embedded Edition that is made publicly available at <https://docs.workato.com>.

(i) “**Order Form**” means the applicable order form entered into between Company and Workato.

(j) “**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 Embedded Edition, such as Recipes, Connectors, table storage, file storage, and Workbots, each as further defined and described in the Documentation. Platform Assets can be developed by Workato, the Company, third party providers or other Users.

(k) “**Professional Services**” means implementation services or other professional services provided by Workato related to the Workato Embedded Edition. Professional Services shall be detailed in a mutually agreed upon Order Form or statement of work (“**SOW**”) referencing this Agreement or the applicable Order Form.

(l) **“Recipe”** means a set of commands to that request the Workato Embedded Edition to carry out certain actions across software applications based on the occurrence of a designated trigger event.

(m) **“Sub-Account Information”** means information provided by Company in connection with the creation or administration of its sub-Accounts within the Workato Embedded Edition.

(n) **“Subscription”** means the Company’s subscription plan for the Workato Embedded Edition as set forth in the applicable Order Form.

(o) **“Support”** means the technical support and maintenance as further set forth in the Workato Support Agreement (**“SLA”**) attached hereto as Exhibit A. Support is not considered as Professional Services for the purposes of this Agreement.

(p) **“Task(s)”** means a unit of work performed every time a Platform Asset such as a Recipe does an action (e.g., fetch data from an application by making an API call), as more fully described in the Documentation.

(q) **“Transaction”** means the processing that occurs each time a Recipe job is run.

(r) **“Users”** means users of the Workato Platform.

(s) The **“Workato Embedded Edition”** means a limited functionality version of the Workato Platform to be used solely in connection with the Company Services.

(t) The **“Workato Platform”** means Workato’s software platform and related interfaces, software development kits, services and Documentation that provides Company with access to certain products and services designed to connect applications and automate workflows.

## 2. Embedded Edition Use.

(a) **Workato Embedded Edition License.** Workato shall own and retain all right, title, and interest in and to the Workato Embedded Edition and all derivatives, features, modifications and updates thereto.

(i) During the term of Company’s Subscription (the **“Subscription Term”**), Workato grants to Company a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to (i) use the Workato Embedded Edition solely for the purposes of demonstrating the Workato Embedded Edition to potential Customers and in connection with its provisioning of Company Services to Customers, and (ii) offer the Workato Embedded Edition to Customers in connection with the Company Services pursuant to a Customer Agreement and in accordance with Section 2(b) of this Agreement. In connection with foregoing license, Company may allow its authorized users (limited to Company’s and its Affiliates’ employees, agents, and consultants that are necessary for Company’s use of the Workato Embedded Edition, collectively, **“Personnel”**) to use the Workato Embedded Edition through Company’s Account. Company shall ensure that all Personnel comply with this Agreement and shall be responsible for such Personnel’s use of the Workato Embedded Edition.

(ii) The Workato Embedded Edition is required to use the Company Services as an endpoint in each Recipe or Platform Asset, and the primary functionality of such Recipe or Platform Asset must relate to the Company Services. Each Company Service needs to have its own workspace within the Workato Embedded Edition. For the avoidance of doubt, the Workato Embedded Edition may not be used for Company’s internal integrations or internal business purposes, unless a separate agreement for Company’s internal use of the Workato Platform is mutually executed by the parties. Except as otherwise expressly set forth in this section and in Section 3 (Ownership; Licenses) of this Agreement, Workato does not grant to Company any license, express or implied, to the intellectual property of Workato or its licensors.

(b) Company will have an admin Account to manage the Customers’ use of the Workato Embedded Edition. In connection with Customer’s use of the Company Services, Company may either:

(i) provide each Customer an Account(s) to access and use the Workato Embedded Edition, including to configure or create Platform Assets in accordance with Section 2(a)(ii); or

(ii) limit Customer's access to the Workato Embedded Edition to providing Customer's authentication credentials to enable connection to Third-Party Applications that are part of the Platform Assets; use the Workato Embedded Edition to configure and create Platform Assets as part of its provisioning of Company Services to such Customers; and provide such Customers no other rights to access or use the Workato Embedded Edition or to configure or create any Platform Assets.

(c) Company Affiliates. Unless otherwise agreed by the parties, the Company Affiliate who would like to use the Workato Embedded Edition in connection with the provisioning of its own services to its end Customers may purchase and use a separate workspace of the Workato Embedded Edition for each of Company Affiliates' own services by executing Order Forms that incorporates by reference this Agreement, and in each such case, all references in this Agreement to "Company" shall be deemed to refer to such Company Affiliate and references to "Company Services" shall be deemed to refer to the services of such Company Affiliate for purposes of such Order Form(s). Each such Order Form is a separate contract between Workato and the applicable Company Affiliate.

(d) Company Responsibilities. Company acknowledges and agrees, and will ensure that Customer agrees, that:

(i) Company's, its Customers', and its Personnel's use of the Workato Embedded Edition is dependent upon Company and its Customers maintaining access to telecommunications and internet services. Company and its Customers shall be solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required to access and use the Workato Embedded Edition, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. 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) Company and Personnel are obligated to create and maintain unique access credentials in connection with the Account for their use of the Workato Embedded Edition ("**Access Credentials**"). Company and Personnel will keep all Access Credentials secret and confidential. Company will be responsible for all activities that occur using Company's and Personnel's Access Credentials.

(iii) The Workato Embedded Edition operates with or uses APIs and/or other services operated or provided by third parties. Company and Customers may use a third party's applications, software, interfaces, APIs, products, services or websites that interoperate with the Workato Embedded Edition (collectively, "**Third-Party Applications**"). Company is solely responsible for (and Company shall communicate to Customers that Customers are responsible for) acquiring the license and rights to use the Third-Party Applications and accepting and complying with the applicable terms and conditions and privacy policy of the Third-Party Applications. Company and its Customers are solely responsible for their use of such Third-Party Applications and any data loss or other losses they may suffer as a result of using such Third-Party Applications. Workato does not warrant or support any Third-Party Applications or control the privacy practices of any Third-Party Application to which data may be sent or from which data may be retrieved, whether or not they are recommended by Workato 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 Company's use of any Third-Party Applications. Except as expressly stated in this Agreement or an applicable Order Form, Workato does not guarantee compatibility with any Third-Party Application and Workato shall not be responsible for any changes or new developments in Third-Party Applications which may interrupt Company's use or interaction with the Workato Embedded Edition.

(iv) Company will be solely responsible for the accuracy, quality and legality of Company Data, the means by which Company acquired the Company Data, and Company's use of Company Data. Company will comply with all applicable privacy and data protection laws that govern the collection, use, and transfer of such data.

(v) Company will, at its election, (1) create and provide a Community Connector to the Company Service in accordance with the license in Section 3(b)(iv); or (2) provide Workato with access to a private Connector to the Company Service for the benefit of the parties' mutual customers.

(e) Deletion of Accounts and Data. The Accounts consist of: (i) Account configurations, meta-data, job history summaries, and the Platform Assets contained within the Account (together "**Account Data**"), and (ii) records of processing of Company Data on the Workato Embedded Edition, 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 Company in its Account in accordance with Company's Subscription as set forth in the applicable Order form (if applicable).

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

(iii) Workato will destroy the Accounts (together with all associated Account Data, Transaction Data, and Company Data) left in Workato's system within ninety (90) days after termination or expiration of this Agreement, or within thirty (30) days after Company's written request, unless otherwise required by applicable laws or governmental authorities.

(iv) Company shall delete any inactive Accounts whether established for any trial, non-production or production purposes within thirty (30) days after Company determines that such Accounts are no longer in use by Customers, including the Accounts of Customers who have terminated their Customer Agreement within thirty (30) days following such termination, and Company will be charged for any consumption in such inactive Accounts if not so deleted.

(f) Community Platform Assets. Any Platform Assets created and marked public by any third party, will be available to all customers and are provided "AS-IS", (the "**Community Platform Assets**"). Workato will not be liable for Company's use of, and will not provide any indemnity, warranties, or representations for the Community Platform Assets. Use of the Community Platform Assets is subject to the acceptable use policy at <https://www.workato.com/legal/community> ("**AUP**"), as may be updated from time to time.

(g) Suspension. Workato reserves the right to suspend Company's and/or the Personnel's access to the Workato Embedded Edition in the event that Company and/or Personnel (i) are in breach of this Agreement and have not cured such breach within forty-eight (48) hours of Workato's notice; or (ii) are otherwise engaging in any actions that threaten the security, integrity, availability or stability of the Workato Embedded Edition. Workato will promptly reinstate the access to the Workato Embedded Edition following the remediation of such breach of activities. Any suspension under this Agreement shall not excuse Company from Company's obligations to make payments under this Agreement.

(h) Professional Services. Workato will perform Professional Services as described in an Order Form or SOW, which may identify additional terms for the Professional Services. Company will give Workato timely access to materials and resources reasonably needed for Professional Services, and Workato will use the materials and resources only for purposes of providing Professional Services. Company will reimburse Workato's reasonable travel and lodging expenses incurred in providing Professional Services that are preapproved by Company in the Order Form or SOW. The Platform Assets and other deliverables that Workato furnishes as part of Professional Services are licensed to Company in accordance with Section 3(b) below and Company may use them only in connection with Company's authorized use of the Workato Embedded Edition under this Agreement.

(i) Support. During the Subscription Term, Workato will provide Support in accordance with the SLA.

(j) Updates. Workato may electronically publish updates or improvements to the Workato Embedded Edition via the Workato website. Updates to certain features may require action on the part of the Company such as activation or upgrading to the latest version through its Account. Workato reserves the right upon reasonable notice to discontinue or limit the use of the older versions of such features.

### 3. Ownership; Licenses.

(a) Company Data. Company or its Customers will retain all right, title and interest in and to all documents, messages, graphics, images, files, data and other information transmitted and processed

through the Workato Embedded Edition by Company or its Customers (collectively, the “**Company Data**”), provided that Company hereby grants to Workato a worldwide, royalty-free, fully sublicensable (solely to Workato’s sub-processors, a list of which is available at <https://www.workato.com/legal/sub-processors>), non-exclusive license to use the Company Data solely for the purposes of providing the Workato Embedded Edition to Company and Customers and fulfilling its obligations hereunder. Subject to the limited licenses granted herein, Workato acquires no right, title, or interest in any Company Data.

(b) Platform Assets.

(i) As between the parties, Workato will own and retain all right, title, and interest in and to all Platform Assets and all derivatives thereto on the Workato Embedded Edition, excluding any Platform Assets created by Company or its Customers (if allowed by Company in Section 2(b)(i) and in this case, such Platform Assets are deemed created by Company for the purposes of this Agreement). During the Subscription Term, Workato grants to Company a limited, non-exclusive license to design, configure, create, use, and share the Platform Assets with other Users and a limited, non-exclusive sublicense to install, duplicate and modify Community Platform Assets in its Account.

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

(iii) Platform Assets created by Company are private by default in the Account, which means that only Company has access to such Platform Assets. Company shall ensure that it has procured and will maintain the right to create the Platform Assets to integrate with the Third-Party Applications, and Company grants Workato a limited license to use, practice, perform, and process its private Platform Assets, provided that Workato shall not resell any private Platform Assets and private Platform Assets are deemed to be Confidential Information of Company under Section 7 below.

(iv) Company may decide to share the private Platform Assets with other Users by marking them “public”, and Company grants Workato an irrevocable, perpetual, transferable, sublicensable, and worldwide license in those Platform Assets that are marked public to view, use, perform, copy, modify, and distribute those Platform Assets and use the Marks associated with those Platform Assets by Company solely for the purpose of distributing those Platform Assets in the Workato Platform. Such Platform Assets will become part of the Community Platform Assets.

(v) Company agrees 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 which are similar to or the same as any Platform Assets created by Company during the term of the Agreement.

(c) Feedback. Company may give suggestions, ideas, enhancement requests, feedback, or recommendations relating to the Workato Embedded Edition (collectively, “**Feedback**”). 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 Company without prior written consent.

(d) Usage Data. Workato will compile statistical and technical data and information related to or generated through the performance, operation and use of the Workato Embedded Edition and related features and functionality (“**Usage Data**”). For purposes of clarity, Usage Data will exclude all Company Data processed on the Workato Embedded Edition, but may include the Account Information of Company subject to the Privacy Policy and the Sub-Account Information provided by Company. 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 Embedded Edition and fulfilling its obligations hereunder. Workato will not disclose Usage Data unless it is aggregated and anonymized.

(e) Use of Marks. During the term of this Agreement, each party hereby grants the other the right to use the party’s trade names, trademarks or logos (collectively, the “**Marks**”) solely in connection with and to the extent necessary for the marketing and distribution of the Workato Embedded Edition and the identification of Company as a User of the Workato Embedded Edition. Such use may include each party’s



use of the Marks on its website and in marketing materials. Any use of Marks by a party must correctly attribute ownership of such Marks and must be in accordance with applicable law and such party's then-current trademark usage guidelines. If a party objects to any use of its Marks by the other party, such 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. From time to time, Workato may request, and Company agrees to (i) participate in case studies; (ii) issue press release(s) with regards to its use of the Workato Embedded Edition; (iii) collaborate with Workato on communications with the media; and (iv) speak at future Workato event(s). The terms of such engagement shall be mutually agreed to in writing in advance. 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 that owns the Marks. Company's use of the Workato Embedded Edition will be hosted by Workato and may be presented to Customers via an iframe within the Company Service. As part of the co-branding, "Powered by Workato" will automatically appear on the user interface.

(f) Company Services. Company will own all right, title, and interest in the Company Service (subject to Workato's rights in and to the Workato Platform, Workato Embedded Edition, and any Platform Assets), including without limitation any data schema, data models and logic programming for the Company Service. Workato agrees not to copy, alter, modify, or create derivative works of content made available through the Company Service or otherwise use the Company Service in any way that violates the use restrictions contained in this Agreement. To the extent necessary for Workato to support the parties' mutual customers, Company hereby grants to Workato a revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free, fully paid-up license to use and access the Company Services in a non-production environment ("**Non-Production Instance**") necessary for the purposes of providing internal training, developing, testing and maintaining the Connectors to integrate with Company Services, demonstrating the connectivity with the Company Services, supporting the parties' mutual customers, and the other purposes agreed by the parties. For the Non-Production Instance:

- (i) Company agrees to provide Workato standard support and maintenance services for the Non-Production Instance upon request;
- (ii) Workato will protect the Non-Production Instance access credentials according to industry standard practices. Company will use commercially reasonable security processes and procedures to protect the Non-Production Instance;
- (iii) Workato acknowledges and agrees that it will submit only test data to the Non-Production Instance; and
- (iv) Upon termination or expiration of this Agreement, (A) the parties will work together in good faith to ensure the continued use of Connectors integrating with Company Services by the parties' mutual customers; and (B) subject to Workato's compliance with Company's applicable licensing terms agreed by the parties, Company agrees to continue providing Workato with access to the Non-Production Instance solely for the limited purposes stated in this Section 3(f).

(g) Other than as provided in this Agreement, neither party grants to the other any license, express or implied, to the intellectual property of the party or its licensors.

#### **4. Compliance with Laws; Restrictions.**

(a) Other than expressly permitted in this Agreement, Company will not, and will not authorize any third party (including any Customers) to, directly or indirectly: (i) interfere or attempt to interfere with the proper working or other User's use of the Workato Embedded Edition, 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 Embedded Edition or any software or data related to the Workato Embedded Edition, 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 Embedded Edition 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 Embedded Edition; (v) remove or otherwise alter any proprietary notices or labels from the Workato Embedded Edition or any portion thereof; (vi) bypass any measures Workato may use to prevent or restrict access to the Workato Embedded Edition (or other accounts,

computer systems or networks connected to the Workato Embedded Edition); (vii) scan or test vulnerability of the Workato Embedded Edition or related products and services without Workato's prior written consent; or (viii) use the Workato Embedded Edition: (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 Embedded Edition, (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 Embedded Edition 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) Company acknowledges and agrees that Company's Subscription to the Workato Embedded Edition is limited to connecting the Company Service and other than expressly permitted in this Agreement, no other right is granted hereunder to use the Workato Embedded Edition for the benefit of third parties, including as service bureau, time-sharing or managed Workato arrangement. Company shall not permit Workato competitors or individuals acting on behalf of a Workato competitor, to access the Workato Embedded Edition. The Workato Embedded Edition may not be accessed for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Workato.

## 5. Compliance by Customers.

(a) Company shall be responsible for the compliance of this Agreement by its Customers and acknowledges and agrees that any non-compliance by any Customer with the terms of this Agreement will be deemed a breach by Company of this Agreement. In the event that Workato has reasonably determined that any Customer is (i) in breach of this Agreement or (ii) otherwise engaging in any actions that threaten the security, integrity, availability or stability of the Workato Embedded Edition, Workato will, without limiting its other rights and remedies, immediately notify Company of the violation and require Company to suspend the applicable Customer's Account, and for any actions in subsection (ii), Workato may immediately suspend such Customer's Account. In the event that the applicable Customer does not cure such breach or Company fails to suspend the applicable Customer's Account within forty-eight (48) hours of such notice, Workato may suspend Company's access to and use of the Workato Embedded Edition until such breach is cured.

(b) Except in the case that a Customer's access to the Workato Embedded Edition is limited as described in Section 2(b)(ii) above, Company shall enter into a Customer Agreement with each Customer that includes, at Company's election, (i) the terms of such Customer Agreement shall require that each Customer agree to be legally bound by Workato's Embedded Software Supplemental Terms located at <https://www.workato.com/legal/embedded-software-supplemental-terms> and Company's own privacy policy; or (ii) such Customer Agreement shall include the following terms and conditions or those substantially similar to the following: Sections 2(a)(ii) (Workato Embedded Edition License); 2(d) (Company Responsibilities); 2(e) (Deletion of Accounts and Data); 2(f) (Community Platform Assets); 2(j) (Updates); 3(a) (Company Data); 3(b) (Platform Assets); 3(c) (Usage Data); 3(d) (Feedback); 4 (Compliance with Laws; Restrictions); 7 (Confidentiality); 8(a) (Services Privacy Policy); 8(b) (Data Protection Laws); 9(b) (Company Warranty); 9(d) (Warranty Disclaimer); 10 (Limitation of Liability); 16 (Non-Paid Subscription; Optional Features); 17 (Export Compliance), 18 (Non-Sanctioned Status) and 19 (Anti-Corruption) of this Agreement. References to "Workato" and "Workato Embedded Edition" in such Customer Agreements may be made by contractual provisions making a general reference, such as "Company's service provider" and "Company Services," provided that such provisions flow down the terms set forth in this section to the Customer Agreement(s).

## 6. Terms of Payment.

(a) **Fees.** Company 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. Company shall not reduce the scope of the Subscription purchased and the applicable Fees during the relevant Subscription Term.

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

(c) Late Payments. Late Fees may accrue interest monthly at the lower of 1.5%, or the maximum rate permitted by law, chargeable from the date such payment was due until the date when Workato receives payment in full.

(d) Taxes. 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**”). Company will pay all Taxes associated with its Fees. If Workato has the legal obligation to pay or collect Taxes for which Company is responsible, including any penalties and interest, the appropriate amount will be invoiced to and paid by Company, unless Company 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) True-up. Workato may conduct usage analysis on the actual product feature quantities used by the Company against the total quantities purchased by Company (the “**True Up**”) at any time during the Subscription Term. If the True Up reveals that Company's actual usage exceeds total quantities purchased by Company, Company 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. Company agrees to pay for such excess use in accordance with the payment terms in Section 6(b).

## 7. 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 Company Data. 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 or agents who need to know the Confidential Information for its performance of this Agreement and such employees or agents are bound by confidentiality obligations substantially similar to these herein. The Receiving Party is responsible for its employees' or agents' breach of these confidentiality obligations.

(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, Company Data and the private Assets will be deleted in accordance with Section 2(e).

(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.

## 8. Privacy, Security and Data Protection.

(a) Services Privacy Policy. The use of the Workato Embedded Edition by Personnel 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 "Embedded Edition Agreement" 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 (i) to the extent applicable, comply with the General Data Protection Regulation (EU) 2016/679, the United Kingdom Data Protection Act 2018, the California Consumer Privacy Act of 2018, Singapore Personal Data Protection Act 2012, Australian Privacy Act 1988 (Cth), Japan Act on the Protection of Personal Information, and Israel Protection of Privacy Law, each as amended, repealed, replaced and consolidated from time to time; (ii) notify the other if it reasonably believes there is any nonconformity with any applicable data protection laws and work jointly to address any noncompliance with applicable data protection laws; and (iii) notify in advance of the applicability of and work in good faith to amend this Agreement or the DPA with respect to any other data protection laws, rules, and regulations which may become applicable to Workato's processing of Company Data under this Agreement. To the extent that Company is the Controller or a Processor and Workato is a Processor for Company of Personal Data that is subject to the Data Protection Laws (each as defined in the Data Processing Addendum located at <https://www.workato.com/legal/dpa>, the "**DPA**"), the DPA is and hereby incorporated into the Agreement with respect to the Processing of such Personal Data.

(c) Security. Workato will maintain data security protections in accordance with industry standards. An overview is available at [www.workato.com/legal/security](http://www.workato.com/legal/security) (the "**Security Overview**"), which includes appropriate technical and organizational measures to ensure the security, privacy and confidentiality of Company Data. Workato will maintain security incident management policies and procedures and will notify Company without undue delay after becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Company 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.

## 9. 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; and (iv) it has obtained and shall maintain throughout the term of this Agreement all necessary licenses, authorizations, approvals and consents to enter into, exercise its rights and perform its obligations hereunder in compliance with all applicable laws, rules and regulations.

(b) Company Warranties. Company represents and warrants that: (i) it has obtained and will maintain all necessary licenses, authorizations, approvals and consents to use, transmit and process Company Data through the Workato Embedded Edition; and (ii) Workato is authorized to perform any transactions initiated through instructions given to Workato via the Accounts.

(c) Workato Warranties.

(i) Workato represents and warrants that during the Subscription Term, the Workato Embedded Edition (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, Company may terminate the applicable Order Form and Workato will issue a refund for any unused, pre-paid fees following the effective date of the termination.

(ii) Workato represents and warrants that it has all title and license required to provide the Workato Embedded Edition and that the Workato Embedded Edition 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 11(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, Company may terminate the applicable SOW or Professional Service and Workato will issue a refund for any unused, pre-paid fees of the SOW or for the applicable Professional Service following the effective date of the termination.

(d) Warranty Disclaimer. WORKATO DOES NOT WARRANT THAT THE WORKATO EMBEDDED EDITION WILL FUNCTION ERROR-FREE OR UNINTERRUPTED, OR THAT THE WORKATO EMBEDDED EDITION WILL MEET COMPANY'S REQUIREMENTS. WORKATO IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE WORKATO EMBEDDED EDITION TO THE EXTENT ARISING FROM COMPANY'S OR CUSTOMERS' 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 WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE WORKATO EMBEDDED EDITION AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR RESULTS, AND FITNESS FOR A PARTICULAR PURPOSE.

#### **10. Limitation of Liability.**

(a) TO THE EXTENT NOT PROHIBITED BY LAW, 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 THE LIABILITIES DESCRIBED BELOW IN SECTION 10(c), 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.

(c) NOTWITHSTANDING THE FOREGOING, EACH PARTY'S OR ITS AFFILIATES' TOTAL LIABILITIES FOR ITS INDEMNIFICATION OBLIGATIONS (SECTION 11), BREACH OF CONFIDENTIALITY (SECTION 7), AND ANY MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY WILL NOT EXCEED IN THE AGGREGATE THE GREATER OF (I) THREE TIMES (3X) THE FEES PAID OR PAYABLE BY COMPANY UNDER THIS AGREEMENT IN TWELVE (12) MONTHS PRECEDING THE DATE THAT THE CLAIM FIRST AROSE OR (II) ONE MILLION DOLLARS.

#### **11. Indemnification.**

(a) Indemnification by Company. Company 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 Company Data,

the Company Service, or the Platform Assets created by Company or Customer infringe or misappropriate such third party's intellectual property rights, proprietary rights or any applicable law; (ii) any representations, warranties, guarantees, or other acts or omissions made by or on behalf of Company relating to the Workato Embedded Edition other than as set forth in this Agreement; or (iii) arising from Company's provisioning of the Company Services, or Company's use of the Workato Embedded Edition in violation of this Agreement or applicable law; or (iv) any Customer's use of the Workato Embedded Edition in violation of this Agreement or applicable law. Company 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.

(b) Indemnification by Workato. Workato shall defend, indemnify and hold harmless Company, 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 the Workato Embedded Edition (excluding the Company Data, and the Platform Assets created by Company 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 Company 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 Embedded Edition with a non-infringing alternative having substantially equivalent capability; (B) procure the right for Company to continue its use of the Workato Embedded Edition; or (C) notwithstanding Workato's indemnification obligation hereunder, only if (A) and (B) are not practical, terminate this Agreement without penalty and refund any unused, prepaid fees for the remainder of the unexpired Subscription Term to Company.

(ii) Workato shall have no liability under this section to the extent that any third-party claims described herein are based on (A) use of the Workato Embedded Edition in a manner that violates this Agreement or the Documentation, or the instructions given to Company 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 portion of the Workato Embedded Edition that was modified after delivery by Workato; (D) combination of the Workato Embedded Edition 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 Company 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 EMBEDDED EDITION.

(c) Indemnification Procedure. 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).

## 12. Insurance.

Each party will at its own expense purchase and maintain, both during and for a period of three (3) years after the termination or expiration of this Agreement, insurance coverage as set forth below. The policy must be issued by reputable insurance companies with an A. M. Best rating of "A - VII" or better/equivalent. Upon request of the other party but no more frequently than once per calendar year, each party will furnish to the other party certificates of insurance demonstrating its compliance with the requirements of this section 12.

**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

**13. Term; Termination.**

(a) Term. This Agreement commences on the Effective Date and will continue for as long as the Workato Embedded Edition is being provided to Company under this Agreement and 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 Company’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: (i) upon thirty (30) days’ written notice, due to the other party’s material breach of this Agreement that is not cured during the 30-day notice period; (ii) immediately upon written notice of the institution by or against the other party of insolvency, receivership or bankruptcy proceedings that are not dismissed within sixty (60) days of the date of filing; (iii) upon the other party’s making an assignment for the benefit of creditors; or (iv) upon the other party’s dissolution or ceasing to do business.

(c) Effects of Termination. Upon termination or expiration of this Agreement, all licensed rights granted to Company in this Agreement will immediately cease to exist, and Company shall cease all its and its Customers’ use of the Workato Embedded Edition and delete or destroy all copies of the Documentation in its possession and for terminations by Company, Workato will issue a refund for any unused, pre-paid fees following the effective date of the termination. Termination of this Agreement will result in the termination of all ongoing Order Forms; provided, however, 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 3 (Ownership, Licenses), 4 (Compliance with Laws; Restrictions), 6 (Terms of Payment), 7 (Confidentiality), 9(d) (Warranty Disclaimer), 10 (Limitation of Liability), 11 (Indemnification), 13(c) (Effects of Termination), 14 (Governing Law), 15 (Dispute Resolution and Arbitration), 16(a)(ii) (Non-Paid Subscriptions), and 20 (Miscellaneous) of this Agreement will survive any termination or expiration of this Agreement.

**14. Governing Law.**

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. 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.

**15. 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**”) strictly in accordance with the terms of this Agreement and the substantive law of the State of California, without regard to its conflict of laws principles. The arbitration shall be held at the office of JAMS located in Santa Clara County, California, and it shall be conducted by one arbitrator, pursuant to JAMS arbitration rules, and shall be conducted 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.

## 16. Non-Paid Subscriptions; Optional Features.

(a) Non-Paid Subscriptions. The following terms apply *solely* with respect to any trial, test, alpha, beta or non-paid subscriptions or features (together, the “**Non-Paid Subscriptions**”) of the Workato Embedded Edition:

(i) Limited License. During the term defined in Section 16(a)(iii) below, Workato grants Company a non-exclusive, non-transferable, non-sublicensable, limited license to use the Non-Paid Subscriptions with limited features and Transactions as provided by Workato or otherwise listed in the Order Form (if any), solely for Company’s internal evaluation. In the case of test, alpha or beta services used by Company who has a paid Subscription, the consumption used in such test, alpha or beta services may apply in accordance with the Order Form for the paid Subscription.

(ii) Limited Liability. The Non-Paid Subscriptions are provided “AS-IS” and no warranty or indemnification provisions will apply. Section 10 (Limitation of Liability) of this Agreement shall not apply, and under no circumstances will Workato or its Affiliates be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages that result from this Agreement, even if Workato or its authorized representative has been advised of the possibility of such damages; in no event will Workato or its Affiliates be liable to Company for any damages, losses, and causes of action arising out of or relating to the Non-Paid Subscriptions (whether in contract or tort, including negligence or otherwise) in the aggregate exceed \$100 USD.

(iii) Term: Termination. (A) The term of the Non-Paid Subscriptions will be for thirty (30) days after the provisioning date, unless otherwise listed in the Order Form or extended by Workato. Company’s access to the Non-Paid Subscriptions will be terminated upon expiration of the term unless the parties have entered into a commercial agreement for the use of the Non-Paid Subscriptions. (B) Workato may terminate, delete, or cease to provide any Non-Paid Subscriptions for convenience without any further obligation to Company of the Non-Paid Subscriptions.

(b) Certain optional features may be available to Company (“Optional Features”) and may be used by Company at its discretion. Such Optional Features are subject to additional terms at <https://www.workato.com/legal/product-terms> (the “**Additional Product Terms**”). By accessing or using Optional Features, Company hereby agrees to the applicable Additional Product Terms.

## 17. Export Compliance.

The Workato Embedded Edition 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 all applicable Export Controls. Company or its Customers will not access or use the Workato Embedded Edition in any manner that would cause any party to violate any Export Controls, including access or use the Workato Embedded Edition in a U.S.-embargoed country or region, or process any data or use the Workato Embedded Edition for any prohibited end use (e.g., nuclear, chemical, or biological weapons proliferation, or missile-development purposes).

## 18. Non-Sanctioned Status.

Company shall ensure that neither Company nor any of its executive officers, directors or any individual, entity, or organization holding any ownership interest or controlling interest in Company (“**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 Company 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, Company shall



give immediate written notice to Workato and Workato shall have the right to terminate this Agreement and any Order Form hereunder with immediate effect, without fault or liability. If Workato exercises the termination right described herein, Company shall pay Workato for any Fees prior to the effective date of termination and shall not be entitled to any refund for any unused, pre-paid Fees following the effective date of termination, unless payment is prohibited by law.

#### **19. 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.

#### **20. 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 cancel unperformed services and affected Order Forms upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Company's obligation to pay for the services prior to the effective date of the termination.

#### **21. Miscellaneous.**

(a) Assignment; Change of Control. This Agreement, and any rights and obligations hereunder, may not be transferred or assigned by either party 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 to which this Agreement and associated Order Form relate, and the assigning party has notified the other party in writing. In the event that a successor or acquirer of the Company is a direct competitor of Workato, Workato shall have the right to immediately terminate this Agreement and provide to Company a pro-rata refund for the remainder of the unused Term. Any purported assignment in violation of the foregoing shall be void and without effect. Subject to the foregoing, this Agreement and any applicable Order Form shall be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

(b) Independent Contractors. Workato and Company are independent contractors, and neither Workato nor Company is an agent, representative or partner of the other. Workato and Company 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 Company and supersedes any and all prior agreements (whether written or oral) with respect to the subject matter of this Agreement.

(d) Amendments. This Agreement may be amended only by a writing executed by a duly authorized representative of each party. 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 during the term of this Agreement, provided that updates shall not result in a material degradation of the security, integrity, availability, or stability of the Workato Embedded Edition. Workato will provide a mechanism for Company 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 Company 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) Non-Exclusivity. This Agreement is non-exclusive, and each party is free to make similar arrangements with other third parties.

(g) Notices. Any notices under this Agreement shall be in writing and shall be sent to, in the case of Company, 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, 215 Castro Street, Ste 300, Mountain View, CA 94041.

(h) Waiver. The waiver of any breach or default of this Agreement 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.

(i) 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.

(j) 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 who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

## EXHIBIT A Workato Support Agreement

### Workato Support

(a) Support.

(i) Level 1 and Level 2 Support will be provided by Company. For purposes of this Agreement, “**Level 1 Support**” means, email, chat or service requests through a ticketing system provided by Company support engineers in response to an inquiry placed by a Customer regarding product operation generally or an issue requiring technical support (“**Issue(s)**”) with respect to the Workato Embedded Edition. “**Level 2 Support**” means Company support engineers will reproduce the Issue, characterize and analyze it and attempt to resolve the Issue. If despite Company’s commercially reasonable efforts, it is unable to resolve an Issue after providing Level 1 and Level 2 Support then Company shall open a ticket on the Workato support portal summarizing Company’s analysis of the Issue and efforts taken to debug and/or resolve the Issue as well as the steps to reproduce the Issue and any relevant additional customer information.

(ii) Workato will provide Level 3 Support as set forth in the table in Section 2(e) below. For purposes of this Agreement, “**Level 3 Support**” means technical support provided directly by Workato to Company by Workato engineers after Company is unable to resolve an Issue with respect to the Workato Embedded Edition by providing Level 1 and Level 2 Support. Workato support personnel shall reproduce the Issue, characterize and analyze it, debug it and use commercially reasonable efforts to resolve it.

(b) Correction of Defects.

(i) Workato will use commercially reasonable efforts to correct all defects reported by Company in accordance with the Severity Level definitions set forth below. Without limiting the foregoing, Workato will provide the following Support Services in connection with such defect resolution obligations:

- (1) Issue reporting, tracing and monitoring by ticketing system;
- (2) acknowledgement of Company’s requests for assistance as set forth in the table in Section 2(e) below;
- (3) Workato shall diagnose each reported defect and provide Company with an action plan to resolve such defect; and
- (4) Workato will report periodic progress to Company and will provide a resolution of the defect based upon the below table that defines Severity Level. Company will assign the Severity Level of the defect in its reasonable discretion. Workato and Company may discuss and update the severity and priority level of a defect as necessary.

(ii) The table below provides a summary of the different severity levels. Workato will provide support for its platform and product features in accordance with the severity of the issue. Upon submission of the Issue, Workato will investigate the Issue and provide Company with a response to each Issue in accordance with the table below.

Severity Level	Definition
Severity 1	<p>Major service disruption. No workaround exists.</p> <p>Issues that significantly impact the performance and functionality of all major functions of the Workato Embedded Edition causing severe disruption to Company’s use of the Workato Embedded Edition.</p> <p>Environment/Workspace: Production</p>

Severity 2	Key functionality impaired. A temporary workaround available. Issues that significantly impact the performance and functionality of a key function of the Workato Embedded Edition that causes significant disruption of Company's use of the Workato Embedded Edition. 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 Embedded Edition that causes some degradation in Company's use of the Workato Embedded Edition. 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

(c) Additional Terms. Workato will respond to each Company request for support services through the Workato issue tracking system. Workato will utilize the issue tracking system to allow effective communication between Company and Workato relative to issue status and progress. Company will always document Company case numbers in Workato's incident tracking system when Company opens an Issue on the Workato support portal.

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

(e) Support and Response Time. Upon receipt of a support request, Workato will investigate the issue and provide Company 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
<b>Standard</b>	8:00 am to 5:00 pm during Business Hours** (Mon-Fri)	4 Business Hours	8 Business Hours	4 Business Days	7 Business Days
<b>Premier and Premium</b>	6:00 am to 6:00 pm during Business Hours** (Mon-Fri)	2 Business Hours	4 Business Hours	3 Business Days	5 Business Days
<b>Enterprise</b>	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 Company's address stated in the Agreement) 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).

(f) 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). In order to receive Support, Company will (i) cooperate with Workato as required; (ii) provide Workato with all necessary information and resources, including information 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 Company's or Customer's failure to timely provide or implement the foregoing.