



# Terms of Service

*Last updated: March, 2022*

These Terms of Service together with the applicable Order Form (defined in Section 1 below), collectively, (the “**Agreement**”) govern the use of the Workato Platform (defined in Section 1 below) by the account holder identified in the applicable Order Form, or any individual or entity who opens an account or accesses the Workato Platform (“**Account Holder**”). This Agreement constitutes the entire legal agreement between Account Holder and Workato, Inc. (“**Workato**”) with respect to Account Holder’s use of the Workato Platform (defined in Section 1 below). The parties agree as follows:

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION IN SECTION 13 WHICH REQUIRES ACCOUNT HOLDER TO SUBMIT TO BINDING AND FINAL ARBITRATION FOR ANY CLAIMS AGAINST WORKATO THAT ARISE UNDER THIS AGREEMENT.**

**BY ACCESSING OR USING THE WORKATO PLATFORM AND/OR RELATED SERVICES, SUBMITTING AN ORDER FORM AND/OR REGISTRATION INFORMATION TO OPEN AN ACCOUNT, ACCOUNT HOLDER ACKNOWLEDGES THAT ACCOUNT HOLDER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED IN THIS AGREEMENT). THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE THAT ACCOUNT HOLDER ACCEPTS THIS AGREEMENT BY ONE OF THE METHODS ABOVE.**

## 1. Introduction.

The “**Workato Platform**” means Workato’s software platform and related interfaces, software development kits, services and Documentation that provides Account Holder with access to certain products and services designed to connect applications and automate workflows. The Workato Platform also offers the following features (a) the “**Recipes**”, which mean a set of commands to the Workato Platform that request the Workato Platform to carry out certain actions across software applications based on the occurrence of a designated trigger event; and (b) the “**Connectors**”, which allow the transfer of data between software applications through the Workato Platform by using software scripts or application programming interfaces (“**APIs**”). For reference, “**Task(s)**” is a unit of work performed every time a Recipe does an action (e.g., fetch data from an application by making an API call); and “**Transaction**” occurs each time a Recipe job is run. Recipes and Connectors can be developed by Workato, by the Account Holder or by third party providers, including other users of the Workato Platform (“**Users**”). “**Documentation**” means the user guide, materials, description of the functionality and features of the Workato Platform that is made publicly available at <https://docs.workato.com/>. Workato may update the Documentation from time to time during the term of the Agreement, provided that such updates shall not result in a material degradation of the functionality, performance, availability, security, or stability of the Workato Platform. The scope of Account Holder’s subscription plan for the Workato Platform (the “**Subscription**”) is set forth in the applicable order form entered into between Account Holder and Workato (each an “**Order Form**”). If Account Holder requests that Workato provide any related professional services, such services and fees will be set forth in a mutually agreed upon statement of work referencing this Agreement or the applicable Order Form.

## 2. Platform Use.

- a. Workato Platform License. Workato shall own and retain all right, title, and interest in and to the Workato Platform and all derivatives, features, modifications and updates thereto, provided that during the term of Account Holder’s Subscription (the “**Subscription Term**”)

and subject to the terms and conditions of this Agreement, Workato grants to Account Holder a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable, limited term license (for internal use only), to use the Workato Platform in accordance with this Agreement and the terms of the applicable Order Form. In connection with foregoing license, Account Holder may allow its authorized users (limited to Account Holder's employees, agents, and consultants that are necessary for Account Holder's own internal business operations, collectively, "**Personnel**") to use the Workato Platform on Account Holder's behalf through Account Holder's account on the Workato Platform ("**Account**"), subject to Personnel's compliance with the terms of this Agreement. Account Holder shall ensure that all Personnel comply with the terms and conditions of this Agreement and Account Holder agrees that Account Holder will be responsible for such Personnel's use of the Workato Platform. Except as otherwise expressly set forth in this section and in Section 3 (Ownership; Licenses) of this Agreement, Workato does not grant to Account Holder any license, express or implied, to the intellectual property of Workato or its licensors.

- b. Account Holder Affiliates. Account Holder Affiliates may purchase and use the Workato Platform subject to the terms of this Agreement by executing Order Forms that incorporate by reference this Agreement, and in each such case, all references in this Agreement to Account Holder shall be deemed to refer to such Account Holder Affiliate for purposes of such Order Form(s). An Account Holder Affiliate agrees to be bound by this Agreement. 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.
- c. Account Holder Responsibilities. Account Holder acknowledges and agrees that:
  - i. Account Holder's and its Personnel's use of the Workato Platform is dependent upon Account Holder maintaining access to telecommunications and Internet services. Account Holder 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 Platform, 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. Account Holder and Personnel are obligated to create and maintain unique access credentials in connection with the Account for their use of the Workato Platform ("**Access Credentials**"). Account Holder and Personnel will keep all Access Credentials secret and confidential. Account Holder will be responsible for all activities that occur using Account Holder's and Personnel's Access Credentials.
  - iii. Workato Platform operates with or uses APIs and/or other services operated or provided by third parties. Account Holder may use its or other third-party applications, software, interfaces, APIs, products, services or websites that interoperate with the Workato Platform (collectively, "**Third-Party Applications**"). Account Holder is solely 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. Account Holder is solely responsible for its use of such Third-Party Applications and any data loss or other losses it 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 Account Holder'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 Account Holder's use or interaction with the Workato Platform.
- iv. By using the Workato Platform, Account Holder represents and warrants that it has obtained and will maintain all necessary licenses, authorizations, approvals and consents to use, transmit and process Account Holder Data (as defined in Section 3(a) below) through the Workato Platform, and Workato is authorized to perform any Transactions initiated through instructions given to Workato via its Account or through other means, notwithstanding that these may contain Personal Data, and may cross international borders. Account Holder will be solely responsible for the accuracy, quality and legality of Account Holder Data, the means by which Account Holder acquired the Account Holder Data, and Account Holder's use of Account Holder Data. Account Holder will comply with all applicable privacy and data protection laws that govern the collection, use, and transfer of such data.
  - d. Deletion of Accounts and Data. The Accounts consist of: (i) Account configurations, meta-data, and definitions of Recipes and related assets (together "**Account Data**"), and (ii) records of processing of Account Holder Data on the Workato Platform ("**Transaction Data**").
    - i. All Transaction Data in the Account will be deleted within thirty (30) days from its processing date, or otherwise as configured by Account Holder in its Account in accordance with Account Holder's Subscription as set forth in the applicable Order form (if applicable).
    - ii. Account Holder has the ability to delete Account Data, Account Holder Data and Transaction Data at its own discretion.
    - iii. Upon Account Holder's request, Workato will delete the Account (together with all associated Account Data and Account Holder Data on the Workato Platform) within thirty (30) days unless otherwise required by applicable laws or governmental authorities. In the event that Account Holder does not request Workato to delete the Account, Workato will destroy the Accounts (together with all associated Account Data and Account Holder Data on the Workato Platform) left in Workato's system within ninety (90) days after termination or expiration of this Agreement.
  - e. Community Recipes and Connectors. Any Recipes and Connectors created and marked public by any third party, will be available to all customers and are provided "AS-IS", (the "**Community Recipes and Connectors**"). Workato will not be liable for Account Holder's use of, and will not provide any indemnity, warranties or representations for the Community Recipes and Connectors.
  - f. Suspension. Workato reserves the right to immediately suspend Account Holder's and/or the Personnel's access to and use of the Workato Platform in the event that Workato has, in its sole discretion reasonably determined that Account Holder and/or Personnel are in breach of this Agreement including: (i) any late payments; (ii) violation of the restrictions set forth in Sections 2(b) (Account Holder Affiliates) or Section 4 (Compliance with Laws; Restrictions); or (iii) are otherwise engaging in any actions that threaten the security, integrity, availability or stability of the Workato Platform). Any suspension under this section shall not excuse Account Holder from Account Holder's obligations to make payments under this Agreement.

### 3. Ownership; Licenses.

- a. Account Holder Data. Account Holder 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 Platform by Account Holder (collectively, the

“**Account Holder Data**”), provided that Account Holder 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 Account Holder Data solely for the purposes of providing the Workato Platform to Account Holder and fulfilling its obligations hereunder. Subject to the limited licenses granted herein, Workato acquires no right, title or interest in any Account Holder Data.

- b. **Recipes and Connectors.** (i) Workato will own and retain all right, title, and interest in and to all Recipes, Connectors and all derivatives thereto on the Workato Platform, excluding any Recipes and Connectors created by Account Holder. During the Subscription, Workato grants to Account Holder a limited, non-exclusive license to make, use, and share Recipes and Connectors with other Users, and Account Holder understands and agrees that the Recipes and Connectors will not function independently of the Workato Platform; (ii) Recipes and Connectors created by Account Holder are private by default in the Account, which means that only Account Holder has access to such Recipes and Connectors. Workato will not resell or reuse any private Recipe or any private Connector created by Account Holder; (iii) Account Holder may decide (in its sole discretion) to share the private Recipes and private Connectors with other Users by marking them “public”, and Account Holder grants Workato an irrevocable, perpetual, transferable, sublicensable and worldwide license to any limited rights Account Holder claims in those Recipes and Connectors that are marked public, including a right to view, use, copy, modify and distribute those Recipes and Connectors. Such Recipes and Connectors will become part of the Community Recipes and Connectors; (v) Account Holder agrees that it will not assert any claim against Workato or any Users for infringement or misappropriation of any intellectual property rights to any Recipes or Connectors created or developed by Workato or Users which are similar to or the same as any Recipes and Connectors created by Account Holder during the term of the Agreement.
- c. **Feedback.** With respect to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Account Holder, Personnel or any other party relating to the Workato Platform, including any features and/or functionality of the Workato Platform, Recipes and Connectors (collectively, “**Feedback**”), Account Holder grants to Workato a non-exclusive, worldwide, perpetual, irrevocable, freely sublicensable and fully transferable license to make, use, sell, reproduce, create derivatives of, display or otherwise practice the Feedback. Workato will not publicly associate such Feedback with Account Holder without prior written consent.
- d. **Usage Data.** Workato will (i) compile statistical and other information related to the performance, operation and Account Holder’s use of the Platform, and (ii) data related to identifiable Users’ usage of features and functionality within the Workato Platform. Clauses (i) and (ii) are collectively referred to as “Usage Data” and are used to provide the Services during the term of the Agreement and during and after the term of the Agreement to create statistical analyses and for research and product development purposes. For purposes of clarity, Usage Data excludes any application data processed on the Workato Platform. Workato will own and retain all right, title, and interest in and to the Usage Data and may use Usage Data during and after the Term for the purposes of implementing, operating, maintaining and improving the Workato Platform and fulfilling its obligations hereunder.
- e. **Use of Marks.** During the Term of this Agreement, each party hereby grants the other the right to use of the party’s trade names, trademarks or logos (collectively, the “**Marks**”) solely in connection with and to the extent necessary for the marketing of the Workato Platform and the identification Account Holder as a User of the Workato Platform. 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 Account Holder agrees to (i) participate in case studies; (ii) issue press release(s) with regards to its use of the Workato Platform; (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 owning the Marks.

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

- a. Account Holder will not, and will not authorize any third party to, directly or indirectly: (i) interfere or attempt to interfere with the proper working of the Workato Platform or any other User's use of the Workato Platform, including through abuse of server capacity; (ii) use the Workato Platform for any fraudulent or unlawful purpose; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure of the Workato Platform or any software or data related to the Workato Platform, provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable statute; (iv) copy, alter, modify, or create derivative works of the Workato Platform or any software, source code, object code or underlying structure, design, look and feel, expression, ideas or algorithms, or Documentation related to the Workato Platform, or otherwise use the Workato Platform in any way that violates the use restrictions contained in this Agreement, including building any products or services that are competitive to the Workato Platform, or using similar ideas, features, functions of the Workato Platform; (v) sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Workato Platform; (vi) remove or otherwise alter any proprietary notices or labels from the Workato Platform or any portion thereof; (vii) bypass any measures Workato may use to prevent or restrict access to the Workato Platform (or other accounts, computer systems or networks connected to the Workato Platform); (viii) scan or test vulnerability of the Workato Platform or related products and services without Workato's prior written consent; or (ix) use the Workato Platform in violation of any applicable local, state, national and foreign laws, treaty or regulation, including any export control, sanctions regulations or other laws and regulations of the United States or any other jurisdiction, or a third party's proprietary or contractual rights.
- b. Account Holder acknowledges and agrees that Account Holder's Subscription to the Workato Platform is limited to Account Holder's own internal business operations and no right is granted hereunder to use the Workato Platform for the benefit of third parties, including as service bureau, time-sharing or managed Workato arrangement. Account Holder and Personnel shall not permit any third party other than its Personnel, including Workato competitors or individuals acting on behalf of a Workato competitor, to access the Workato Platform. The Workato Platform may not be accessed for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Workato.

#### **5. Terms of Payment.**

- a. Fees. Account Holder shall pay all fees due to Workato annually in advance unless otherwise specified in the applicable Order Form ("**Fees**"). Fees are based on the Subscription purchased as set forth in the applicable Order Form. All Fees paid are non-refundable and payment obligations are non-cancelable. Account Holder shall not reduce the scope of the Subscription purchased and the applicable Fees during the relevant Subscription Term.
- b. Payment Terms. Fees will be invoiced in accordance with the relevant Order Form. Fees are due net thirty (30) days from the invoice date unless otherwise specified in the applicable Order Form. Account Holder is responsible for providing complete and accurate billing and contact information to Workato and notifying Workato of any changes.

- c. **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. Account Holder will pay all of Workato's reasonable attorney fees and other costs incurred by Workato to recover any past due fees due to Workato under this Agreement.
- 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**"). Account Holder will pay all Taxes associated with its Fees. If Workato has the legal obligation to pay or collect Taxes for which Account Holder is responsible, including any penalties and interest, the appropriate amount will be invoiced to and paid by Account Holder, unless Account Holder provides Workato with a valid tax exemption certificate authorized by the applicable taxing authority. Workato is solely responsible for taxes assessable against Workato based on Workato's net income.
- e. **True-up.** Workato may conduct usage analysis (the "True Up") at any time during the Term. If the True Up reveals that Account Holder's use of the Workato Platform exceeds the consumption threshold specified in the applicable Order Form, Workato will issue an order form for the difference between the quantities purchased in the existing Order Form and the consumption reflected in the True Up. Unless specified in the applicable order form, the fees for such excess use shall be based on Workato's then-current unit costs. Account Holder agrees to pay for such excess use within thirty (30) days of receipt of the order form.

## 6. Confidentiality.

- a. "**Confidential Information**" means non-public information relating to a party's (the "**Disclosing Party**") technology or business disclosed hereunder 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. During the Term of this Agreement, and for a period of two (2) years following termination, 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. The Receiving Party agrees that a breach of this section may cause the Disclosing Party irreparable harm, for which monetary damages will not provide adequate compensation. In addition to any other remedy, the Disclosing Party is entitled to seek injunctive relief against a breach or threatened breach of this section.
- b. The foregoing restriction does 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.

## 7. Privacy, Security and Data Protection.

- a. Services Privacy Policy. The use of the Workato Platform 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 "Terms of Service" in the Privacy Policy will refer to this Agreement.
- b. Data Protection Laws. Each party will (i) comply with the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), the United Kingdom Data Protection Act 2018 (the "**UK Data Protection Act**"), the California Consumer Privacy Act of 2018 ("**CCPA**"), if applicable, and any other applicable data protection laws, rules and regulations each as amended, repealed, replaced and consolidated from time to time; and (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. To the extent that Account Holder is the Controller and Workato is the Processor for Account Holder 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), which includes appropriate technical and organizational measures to ensure the security, privacy and confidentiality of Account Holder Data. Workato will use industry standard technology designed to prevent the introduction of viruses or malicious code into the Workato Platform. Workato will maintain security incident management policies and procedures and will notify Account Holder without undue delay after becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Account Holder Data ("**Data Breach**"). Workato will take remedial steps pursuant to its security incident management policies and procedures that are necessary and reasonable to identify and remediate the cause of such Data Breach. Workato reserves the right to update the policies referenced in this section during the term of this Agreement. Workato updates to these policies will not result in a material degradation of the security, integrity, availability, or stability of the Workato Platform.

## 8. Representations and Warranties.

- a. Mutual Warranties. Without limiting any other representation, 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; and (iii) 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. Workato Warranties.
  - i. WORKATO REPRESENTS AND WARRANTS THAT DURING THE SUBSCRIPTION TERM, THE WORKATO PLATFORM WILL FUNCTION IN ACCORDANCE WITH THE DOCUMENTATION IN ALL MATERIAL RESPECTS. WORKATO DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. WORKATO IS NOT

RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES TO THE EXTENT ARISING FROM ACCOUNT HOLDER'S ACTIONS, DATA, THIRD PARTY APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES.

- ii. IN THE EVENT THAT ACCOUNT HOLDER NOTIFIES WORKATO OF A FAILURE OF THE WORKATO PLATFORM TO CONFORM TO THE WARRANTY UNDER THIS SECTION, ACCOUNT HOLDER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS SECTION 7(c) SHALL BE FOR WORKATO TO CORRECT THE NONCONFORMANCE WITHIN THIRTY (30) DAYS FROM THE DATE WORKATO RECEIVES WRITTEN NOTICE OF SUCH NONCONFORMANCE. IF WORKATO CANNOT SUBSTANTIALLY FIX THE NONCONFORMANCE IN A COMMERCIALLY REASONABLE MANNER, ACCOUNT HOLDER MAY TERMINATE THE AGREEMENT AND WORKATO WILL ISSUE A REFUND FOR ANY UNUSED, PRE-PAID FEES FOLLOWING THE EFFECTIVE DATE OF THE TERMINATION.
- iii. 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 PLATFORM AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR RESULTS AND FITNESS FOR A PARTICULAR PURPOSE.

## **9. Limitation of Liability.**

- a. TO THE EXTENT NOT PROHIBITED BY LAW, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES 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, IN NO EVENT WILL EITHER PARTY'S OR ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED IN THE AGGREGATE THE AMOUNTS PAID OR PAYABLE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

## **10. Indemnification.**

- a. Indemnification by Account Holder. Account Holder shall defend, indemnify and hold harmless Workato, its Affiliates and each of its Affiliates' officers, directors, agents and employees from all liabilities, claims, and expenses awarded by a court or agreed to pursuant to a settlement agreement reached with an unaffiliated third party, that arise from or relate to any third party claim (i) alleging that any Account Holder Data infringes or misappropriates such third party's intellectual property rights, proprietary rights or any applicable law, or (ii) arising from Account Holder's use of the Workato Platform in violation of this Agreement, the Documentation, or applicable law.
- b. Indemnification by Workato. Workato shall defend, indemnify and hold harmless Account Holder, its Affiliates and each of its Affiliates' officers, directors, agents and employees from liabilities, claims, and expenses paid or payable to an unaffiliated third party, that arise from or relate to any third party claim brought against Account Holder to the extent that it is based upon a third party claim that the Workato Platform (excluding the Account



Holder Data, and the Recipes or Connectors created by Account Holder or any third party) infringes or misappropriates the intellectual property rights of such third party, and will pay any costs and damages attributable to such claim that are finally awarded by a court against Account Holder or agreed to pursuant to a settlement agreement. If an infringement or misappropriation claim covered under this section is made or threatened, Workato may, in its sole discretion: (x) replace or modify the Workato Platform with a non-infringing alternative having substantially equivalent capability; (y) procure the right for Account Holder to continue its use of the Workato Platform; or (z) notwithstanding Workato's indemnification obligation hereunder, terminate this Agreement without penalty and refund any unused, prepaid fees for the remainder of the unexpired Subscription Term to Account Holder. Workato shall have no liability under this section to the extent that any third-party claims described herein are based on (i) use of the Workato Platform in a manner that violates this Agreement or the Documentation, or the instructions given to Account Holder by Workato; (ii) any information, technology, materials or data (or any portions or components of the foregoing) not created or provided by Workato, (iii) any portion of the Workato Platform that was modified after delivery by Workato; (iv) combination of the Workato Platform with other Third-Party Applications, products, processes, materials or other technology not provided by Workato (where the claim arises from or relates to such combination); or (v) where Account Holder continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement. THIS SECTION STATES THE ENTIRE OBLIGATION OF WORKATO AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE WORKATO PLATFORM.

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

## 11. Term; Termination.

- a. Term. The term of this Agreement will commence on the effective date, (the "**Effective Date**") and will continue for as long as the Workato Platform is being provided to Account Holder under this Agreement and the applicable Order Form(s) ("**Term**"). The Subscription Term will commence and continue for the period set forth in the applicable Order Form between Workato and the Account Holder, which governs Account Holder's Subscription, unless terminated earlier in accordance with this Agreement. Each Subscription Term shall automatically renew for successive one (1) year periods at Workato's then-current pricing for Account Holder's Subscription (the "**Renewal Period**"), 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, including the initial Subscription or Renewal Period, as applicable.
- 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; or (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 Account Holder in this Agreement will immediately cease to exist, and Account Holder shall cease all use of the Workato Platform and delete or destroy all copies of the Documentation in its possession. 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), 5 (Terms of Payment), 6 (Confidentiality), 8(b)(iii) (Workato Warranties), 9 (Limitation of Liability), 10 (Indemnification), 11(c) (Effects of Termination), 12 (Governing Law), 13 (Arbitration), 14 (Trial and Non-Paid Accounts), and 18 (Miscellaneous) of this Agreement will survive any termination or expiration of this Agreement.

## **12. 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 (subject to the Section 13 (Arbitration) of this Agreement). Notwithstanding Section 13, each party shall have the right to pursue injunctive or other equitable relief at any time from a court of competent jurisdiction.

## **13. 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.

## **14. Trial and Non-Paid Accounts.**

Notwithstanding any other provision of this Agreement, solely with respect to any trial (“**Trial**”) or non-paid subscriptions (“**Non-Paid Account**”) to the Workato Platform:

- a. **Limited License.** During the terms, Workato grants Account Holder a non-exclusive, non-transferable, non-sublicensable, limited license to use the Workato Platform with limited features and Transactions as provided by Workato or otherwise listed in the Order Form (if any), solely for Account Holder’s internal evaluation in a non-commercial environment and not for general production use.

- b. **Limited Liability.** The Trial and Non-Paid Accounts are provided “AS-IS” and no warranty or indemnification provisions of this Agreement will apply to such Trial and Non-Paid Account. With respect to the Trial and Non-Paid Account, Section 8 (Representations and Warranties) of this Agreement shall not apply, provided that 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 Account Holder for any damages, losses, and causes of action arising out of or relating to the Trial or Non-Paid Account (whether in contract or tort, including negligence, warranty, or otherwise) in the aggregate exceed \$100 USD
- c. **Term; Termination.** (i) The terms of the Trial will be for thirty (30) days after the Effective Date (including any extensions authorized by Workato in writing) or otherwise listed in the Order Form (if any). In addition to Section 10(b) (Indemnification by Workato) of this Agreement, Workato may immediately terminate Account Holder’s access to the Workato Platform under a Trial or Non-Paid Account if Workato reasonably determines that Account Holder has committed any breach of this Agreement or threatens the security, integrity or availability of the Workato Platform, or upon expiration of the term on the Trial unless the parties have entered into a commercial agreement for the use of the Workato Platform. In the event that the Trial expires without the parties entering into a commercial agreement, the Trial will immediately turn into a Non-Paid Account. (ii) Workato may terminate any Non-Paid Account and/or delete any Non-Paid Account for convenience or for any reason and without any further obligation to the Account Holder of the Non-Paid Account.

## **15. Export Compliance.**

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

## **16. Anti-Corruption.**


Neither party 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.

## **17. 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 Account Holder’s obligation to pay for the services.

## 18. Miscellaneous.

- a. **Assignment.** 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. Any purported assignment in violation of the foregoing shall be void and without effect.
- b. **Independent Contractors.** Workato and Account Holder are independent contractors, and neither Workato nor Account Holder is an agent, representative or partner of the other. Workato and Account Holder shall each have sole responsibility for all acts and omissions of their respective personnel. Neither party has any obligation for any employee-related benefits or withholding taxes applicable to the other party's personnel performing services pursuant to this Agreement.
- c. **Entire Agreement.** This Agreement together with the applicable Order Form set forth the entire agreement between Workato and Account Holder and supersedes any and all prior agreements (whether written or oral) with respect to the subject matter of this Agreement.
- d. **Amendments.** This Agreement may be amended only by a writing executed by a duly authorized representative of each party.
- e. **Order of Precedence.** In the event of any conflict between (a) this Agreement and the Order Form and where applicable, a purchase order issued by Account Holder the order of precedence shall be as follows: (i) the Order Form, (ii) this Agreement, and then (iii) any purchase order; (b) this Agreement and the DPA, the DPA shall take precedence; and (c) this Agreement and any exhibit attached hereto, the exhibit shall take precedence.
- f. **Notices.** Any notices under this Agreement shall be in writing and shall be sent to the email address associated with the Account (in the case of Account Holder), to [legal@workato.com](mailto:legal@workato.com) or if by nationally recognized express delivery service with such notice deemed given upon receipt to: Director of Commercial Legal Affairs, 215 Castro Street, Ste 300, Mountain View, CA 94041.
- g. **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.
- h. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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