

Workato, Inc.

Portal Terms of Use

The Workato Platform Partner Portal (the “**Portal**”) has been designed to provide general information about Workato and its products, services, and the usage of the Workato Platform (collectively, “**Products**”) to its approved and authorized partners (“**User**,” “**You**,” “**Your**”), and the User may use the Portal to submit and manage its customers or prospects (“**Customers**”) with respect to their subscription to or use of the Products (“**Content**”). Access to and use of the Portal is subject to the terms and conditions set forth herein (“**Terms**”) and all applicable laws, statutes and regulations. The Terms, together with any Workato agreements and any nondisclosure agreements (collectively “**Workato Agreements**”) executed between You and Workato, constitute the entire agreement between you and Workato as related to Your use of the Portal. To the extent that there is a conflict between these Terms and other Workato Agreements, the Terms will govern with respect to the use of the Portal.

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS OF USE BEFORE CLICKING THE [I ACCEPT] BUTTON AT THE BOTTOM OF THIS PAGE AND PROCEEDING TO USE THE FEATURES AND FUNCTIONALITY OF THE SERVICES MADE AVAILABLE VIA THE PORTAL. IF YOU DO NOT AGREE TO ANY OF THESE TERMS OF USE, THEN DO NOT ACCESS OR USE THE SERVICES.

1. Introduction. This Portal is available only to registered partners who are certified Users of Workato. Your right to continue to access the Portal is subject to Your continued compliance with Your Workato Agreements, these Terms, and any other agreements between Workato and You. Workato may, at its discretion, revise these Terms from time to time by updating this posting, which will be effective as of the date of posting. Users of the Portal agree that all access and continued use of the Portal constitutes an acceptance of the changes.
2. The Portal. The Portal is informational only; the submission of any information therein does not indicate Workato’s acceptance or approval of the entity or individual submitting such information as a User. The Portal is not intended to provide instruction on the appropriate use of Products produced, supplied or under development by Workato or its licensors. Workato will use reasonable efforts to include accurate and up-to-date information on the Portal but Workato makes no warranties or representations as to the accuracy of information presented, information contained on this Portal is subject to change, and the Portal is provided "AS-IS". Workato does not have any obligation to verify the background or credentials of any registered User and will not be held responsible for any action taken that is based on the information presented on the Portal or for the accuracy, usefulness, or availability of any information transmitted or made available via the Portal.
3. Content. The User will ensure that it has obtained all necessary rights and consents of any information, data and content (including any personal information) that is provided by the User to Workato through the Portal (“**Content**”). The User is solely responsible for the accuracy, quality, and legality of (i) the Content provided to Workato by or on behalf of User, and (ii) the means by which User acquired any such Content. User shall not provide or make available to Workato any Content in violation of the Terms or any applicable laws or regulations. Additionally, if You process or provide any Personal Data that is subject to the GDPR in the Portal, the Workato DPA (each as defined in the DPA and as amended from time to time, at <https://www.workato.com/legal/dpa>) will apply and is hereby incorporated into the Terms with respect to the Processing of such Personal Data. The User grants Workato, and its affiliates, employees, agents and contractors, the right to use the Content to the extent reasonably necessary for the purpose of managing and evaluating the Customers and providing the Products to the Customers. Such rights of use shall include the right to share, host, backup, store, display, process, reproduce, transmit and otherwise make the Content available to User and others for the purposes for which the Portal is designed, and allow Workato to contact the Customers for the purpose of providing the Products to the Customers.
4. Confidential Information. This Portal includes non-public confidential and proprietary information (“**Confidential Information**”) of Workato; including, but not limited to, the Terms of any agreements and any business, financial, or technical information that relates to Workato, as well as any follow-on discussions the User may engage in with a Workato representative that include the those categories of information. By gaining access to the Confidential Information, the User hereby agrees: (a) not to use, disseminate, or in any way disclose such Confidential Information to any person, firm or business (b) to treat all Confidential Information with the same degree of care the User accords the its own Confidential Information, but in no case less than reasonable care; (c) to disclose Confidential Information only to those of the User’s officers, directors, agents, employees, attorneys and advisors (collectively,

“**Representatives**”) who need to know such information; (d) to ensure that each of the User’s Representatives who are permitted to receive or have access to the Confidential Information is bound by a confidentiality obligation consistent with these Terms; (e) not to modify, enhance, translate, supplement, create derivative works from, or reverse engineer, reverse compile or otherwise reduce the Confidential Information to human readable form; (f) not to disclose any Confidential Information to any third-party not authorized under these Terms; (g) immediately give notice to Workato of any unauthorized use or disclosure of Confidential Information; and (h) to assist Workato in remedying any such unauthorized use or disclosure of Confidential Information. The foregoing obligation will continue during the term your registered User account is active with Workato, and for three (3) years thereafter. This obligation does not apply to information that: (i) is generally available to the public through means other than a breach by the User of the Terms; (ii) the User can demonstrate such information was in its possession prior to the time of disclosure by Workato; (iii) the information becomes available to the User from a third-party who is not legally prohibited from disclosing such information; or (iv) the User can demonstrate the information was developed by or for it independently without the use of such Confidential Information.

5. Intellectual Property Rights. All right, title, and interest in and to the Portal (excluding the Content provided by the User), and to all software, technology, documentation and other work product used or displayed in connection with the delivery of the Portal, as well as all modifications and derivatives thereof, are and will remain the exclusive property of Workato and its licensors. Nothing in the Terms gives the User the right to use Workato’s trademarks, logos, domain names, and other distinctive brand features. Any rights not expressly granted to the User are reserved by Workato. All information on the Portal, including any images or text, is protected under copyright law and may not be distributed, downloaded, modified, reused, reposted, or otherwise used except as provided herein without the express written permission of Workato. Any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party relating to the Portal (including any features and/or functionality of the Portal) are hereby unconditionally and irrevocably assigned to Workato.
6. Disclaimers. Except as specifically set forth in the applicable agreements, all express or implied conditions, representations, and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, are disclaimed, except to the extent that such disclaimers are held to be legally invalid.
7. Indemnifications. You agree to indemnify and hold harmless Workato, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, due to or arising out of Content that You submit to the Workato Platform, Your violation of the Terms or the Workato Agreements, or Your violation or infringement of any third party rights.
8. Limitation of liability. In no event shall (a) Workato or its affiliates, agents, directors, employees or suppliers be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits or revenues, loss of data or content, damage to goodwill, or other similar losses, that result from the use of, or inability to use, this service, and (b) Workato’s and its affiliates, agents, directors, employees and suppliers’ aggregate and cumulative liability to the User for any damages, losses, and causes of action arising out of or relating to the Terms or User’s use of the Portal (whether in contract or tort, including negligence, warranty, or otherwise) exceed in the aggregate the amounts paid and/or payable by user, as applicable, to Workato under applicable Workato Agreement in the twelve month period ending on the date such damages, losses or causes of action arose.
9. Compliance with the Laws. Your use of the Portal is subject to all applicable laws and regulations (including any applicable data protection or privacy laws), and You agree not to violate such laws and regulations. Any attempt to deliberately damage the Portal is a violation of criminal and civil laws. Workato reserves the right to seek damages from any such person to the fullest extent permitted by law. In addition, You agree not to post or transmit through the Portal any material or content that violates or infringes in any way the rights of others or solicits, encourages, or promotes the use of illegal substances or activities; which is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, bigoted or hateful, profane, scandalous, pornographic, indecent or otherwise objectionable, gives rise to civil or criminal liability, or otherwise could violate any applicable law.
10. Termination. If Your Workato Agreements terminates or expires, these Terms will automatically terminate. Further, Workato may terminate these Terms, or terminate or suspend Your access to the Portal at any time with or without cause. Upon any termination or suspension of these Terms, Your right to use the Portal will cease immediately, and You will not be able to retrieve any information related to Your account. All provisions that reasonably may be construed as surviving these Terms will survive the expiration or termination of these Terms.

11. Miscellaneous. The validity, interpretation, and enforcement of these Terms will be governed by and construed in accordance with the laws of the United States and of the State of California without giving effect to the conflicts of laws provisions thereof. All disputes arising out of or relating to the Terms will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Santa Clara, California, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations exists or is enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.