

## Embedded Software Supplemental Terms

These Embedded Software Supplemental Terms (“**Embedded Terms**”) amend and supplement the Customer Agreement between You (“**You**”/“**Customer**”) and SysAid Technologies (“**SysAid**”/ “**Company**”) for Your use of the Embedded Software hosted and provided by Workato, Inc. (collectively: “**Workato**”, “**Embedded Software**”), as well as the Embedded Software Supplemental Terms (between You and Workato) which are accepted by You, as well. In the event of any inconsistency between Your Agreement with SysAid and these Embedded Terms, these Embedded Terms shall prevail with respect to the Embedded Software.

By accessing or using the Embedded Software to open an Account in the Embedded Software, Customer acknowledges and agrees that it has read, understood, and agrees to be bound by these Embedded Terms.

The effective date of these Embedded Terms shall be the date that Customer accepts these Embedded Terms by one of the agreements described above.

### 1. Definitions.

(a) “**Access Credentials**” means the unique access credentials in connection with the Account for the use of the Embedded Software.

(b) “**Account**” means the individual account within the Embedded Software for Customer that is provided and administrated by Company.

(c) “**Account Data**” means the Account configurations, meta-data, job history summaries, and the Platform Assets contained within the Account.

(d) “**Company Service**” means SysAid's Management Solution hosted by SysAid or by its hosting partners and related SaaS Services, software, or website provided, excluding the Workato Platform, Embedded Software, Platform Assets such as Recipes and Connectors, and all associated products and service provided by Workato.

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

(f) “**Customer Agreement**” means the written agreement between Company and Customer pursuant to which Company provides the Embedded Software as part of the Company Service to Customer.

(g) “**Customer Data**” means all documents, messages, graphics, images, files, data and other information processed through the Embedded Software by Customer. It does not include Usage Data.

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

(i) “**Embedded Agreement**” means the agreement between SysAid and Workato governing the provision of the Embedded Software to SysAid.

(j) “**Embedded Software**” means a limited functionality version of the Workato Platform that is embedded into the Company Service for which Customer is accessing via the Company under the Customer Agreement and these Embedded Terms.

(k) “**Personnel**” means the authorized users of Customer (limited to its employees, contractors and agents) who access the Embedded Software solely for Customer’s internal business operation.

(l) **“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 Embedded Software, 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.

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

(n) **“Third-Party Applications”** means the applications, software, interfaces, APIs, products, services that interoperate with the Embedded Software but are solely provided by third parties (including Company or Customer).

(o) **“Transaction Data”** means the records of processing the Customer Data on the Embedded Software, including job history details and trigger event data.

(p) **“Usage Data”** means statistical and other data and information related to the performance, operation and use of the Embedded Software and related features and functionality.

(q) **“User”** means users of the Workato Platform.

(r) **“Workato Platform”** means Workato’s software platform and related interfaces, software development kits, services and Documentation that are designed to connect applications and automate workflows, which includes Recipes and Connectors.

## **2. Use of the Embedded Software.**

(a) Workato shall own and retain all right, title, and interest in and to the Workato Platform, Embedded Software and all derivatives, features, modifications and updates thereto. During the term of the Customer Agreement and Embedded Agreement, whichever is shorter (the **“Term”**), , Customer will have a limited, worldwide, non-exclusive, non-transferable revocable license right to use the Embedded Software in connection with the Company Service for its internal business operations. In order to use the Embedded Software the Customer 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. Company will be the admin of Customer’s Account. In connection with the foregoing access, Customer may allow its Personnel to use the Embedded Software through the Account(s). Customer shall ensure that all Personnel comply with these Embedded Terms and shall be fully responsible for Personnel’s activity within the Embedded Software.

(b) Community Platform Assets. Any Platform Assets created and marked public by any third party, will be available to all Users and are provided **“AS-IS”**, (the **“Community Platform Assets”**). Company will not be liable for the 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.

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

(d) Optional Features. Certain optional features may be made available by Workato (directly or through the Company) (**“Optional Features”**) and may be used by Customer at its discretion. Such Optional Features are subject to additional terms at <https://www.workato.com/legal/product-terms> (**“Additional Product Terms”**). By accessing or

using such Optional Features, Customer hereby agrees to the applicable Additional Product Terms.

(e) Except as expressly set forth in this Sections 2 and 4 of these Embedded Terms, no other right, title or interest is granted to Customer, express or implied, with respect to the intellectual property of Workato and its licensors (including Company). If Customer wishes to use the Workato Platform or any of its functionalities or services other than those included in the Embedded Software, Customer may visit <https://www.workato.com> in order to contract directly with Workato for such functionalities and/or services.

### **3. Customer's Responsibility; Restrictions.**

(a) Customer Responsibilities. Customer and its Personnel's use of the Embedded Software is dependent upon Customer maintaining access to telecommunications and internet services. Customer shall be solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required to access and use the Embedded Software, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Company 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.

(b) Access Credentials. Customer and its Personnel will create and maintain Access Credentials and must keep them secret and confidential. Customer will be responsible for all activities that occur using their Access Credentials.

(c) Third-Party Applications. Customer is solely responsible for acquiring the licenses and rights to use the Third-Party Applications and accepting and complying with their applicable terms and conditions and privacy policies of the Third-Party Applications. Customer is solely responsible for its own use, and any data loss or other losses it may suffer as a result of using such Third-Party Applications. Company 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 Company or designated by Company 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 Customer's use of any Third-Party Applications. Company hereby disclaims any liability whatsoever arising from Customer's use of those Third-Party Applications. Company does not guarantee compatibility with any Third-Party Application and Company shall not be responsible for any changes or new development in Third-Party Applications which may interrupt Customer's use or interaction with the Embedded Software.

(d) Restrictions. Customer will not, and will not authorize any third party to, directly or indirectly: (i)

interfere or attempt to interfere with the proper working or other User's use of the Embedded Software, 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 Embedded Software or any software or data related to the Embedded Software, 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 Embedded Software 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 Embedded Software; (v) remove or otherwise alter any proprietary notices or labels from the Embedded Software or any portion thereof; (vi) bypass any measures Company may use to prevent or restrict access to the Embedded Software (or other accounts, computer systems or networks connected to the Embedded Software); (vii) scan or test vulnerability of the Embedded

Software or related products and services without Company's prior written consent; or (viii) use the Embedded Software: (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 Embedded Software, (4) from any sanctioned, embargoed, prohibited, or unauthorized country where Workato and/or Company 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 Embedded Software 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. Workato competitors or individuals acting on behalf of a Workato competitor may not access the Embedded Software. The Embedded Software may not be accessed for the benefit of third parties, including as service bureau, time-sharing or managed Workato arrangement, or for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Workato and/or Company.

(e) Confidentiality. Any Workato's confidential or proprietary information shall be protected in accordance with the applicable confidentiality clause under the Customer Agreement.

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

(g) Non-Sanctioned Status. Customer shall ensure that no one of its executive officers, directors or any individual, entity, or organization holding any ownership interest or controlling interest in Customer ("**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 Customer 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, Customer shall give immediate written notice to Company and Company shall have the right to terminate the Embedded Terms with immediate effect, without fault or liability.

(h) 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 these Embedded Terms. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

#### **4. Ownership; Rights to Use.**

(a) Customer Data. Customer will retain all right, title and interest in and to Customer Data. During the Term, Workato and Company will have 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> and to Company's sub processor, a list of which is available at

[processing-addendum-dpa](#) ), non-exclusive right to use the Customer Data solely for the purposes of providing the Embedded Software in accordance with these Embedded Terms and the Embedded Agreement. Subject to the limited licenses granted herein, Workato and Company acquires no right, title, or interest in any Customer Data.

(b) Platform Assets. 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 Embedded Software, excluding any Platform Assets created by Company or Customers, and in this case, such Platform Assets are deemed created by Company for the purposes as detailed in the Embedded Terms. During the Term, Customer will have a limited, non-exclusive license to design, configure, create, use, and share the Platform Assets with other Users and a limited, non-exclusive right to install, duplicate and modify Community Platform Assets in its Account. Customer understands and agrees that the Platform Assets are part of the features of the Embedded Software and will not function independently of the Embedded Software. Platform Assets created by Customer are private by default in the Account, which means that only Customer and Company has access to such Platform Assets. Customer shall ensure that it has procured and will maintain the right to create the Platform Assets to integrate with the Third-Party Applications, and Customer grants Workato and Company a limited license to use, practice, perform, and process its private Platform Assets, provided that Workato and Company shall not resell any private Platform Assets. Customer may decide to share the private Platform Assets with other Users by marking them “public”, and Customer grants Workato and Company 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 Customer solely for the purpose of distributing those Platform Assets in the Workato Platform. Such Platform Assets will become part of the Community Platform Assets. Customer agrees that it will not assert any claim against Workato and/or Company 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 Customer during the Term.

(c) Feedback. Customer may give suggestions, ideas, enhancement requests, feedback, or recommendations relating to the Embedded Software, whether directly to Workato or to Company (collectively, “**Feedback**”). Workato and Company 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 and Company will not publicly associate such Feedback with Customer without prior written consent.

## **5. Data; Usage Data.**

(a) Processing of Customer Data. Customer represents and warrants that it has obtained and will maintain all necessary licenses, authorizations, approvals and consents to use, transmit and process Customer Data through the Embedded Software, and Workato and/or Company is authorized to perform any Transactions initiated through instructions given to Workato and/or Company via its Account or through other means. Customer will be solely responsible for the accuracy, quality and legality of Customer Data; the means by which Customer acquired the Customer Data and Customer’s use of Customer Data. Customer will comply with all applicable privacy and data protection laws in the collection, use, and transfer of Customer Data. Before processing any personal data through the Embedded Software, Customer must enter into a data processing agreement with Company in compliance with the applicable data protection and privacy law with respect to the processing of such personal data.

(b) Privacy. Use of the Embedded Software is subject to Company’s applicable privacy policy. Workato’s privacy policy does not apply unless Customer provides its consent separately.

(c) Usage Data. Usage Data will exclude all Customer Data processed within the Embedded Software. Workato and Company can use Usage Data during and after the Term for the purposes of implementing, maintaining, auditing compliance, and improving the Workato Platform and fulfilling its obligations herein.

(d) Deletion of Data and Account. All Transaction Data in the Account will be deleted within thirty (30) days from its processing date, unless otherwise configured by Company and Customer in its Account.

Customer has the ability to, or request Company to, delete Account Data, Customer Data and Transaction Data at its own discretion. Workato and/or Company will destroy the Accounts (together with all associated Account Data, Transaction Data, and Customer Data) left in Workato's and/or Company's system after termination or expiration of these Embedded Terms, and no later than the earlier of ninety (90) days after termination or expiration of the Embedded Agreement, or within thirty (30) days after Company's written request, unless otherwise required by applicable laws or governmental authorities. Customer acknowledges and agrees that Company may delete any Account (together with all associated Account Data, Transaction Data, and Customer Data) at its discretion, and that Workato has no control and is not responsible for any deletion by Company.

## **6. NO WARRANTY.**

WORKATO AND COMPANY DO NOT WARRANT THAT THE EMBEDDED SOFTWARE WILL FUNCTION ERRORFREE OR UNINTERRUPTED, OR THAT THE EMBEDDED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. WORKATO AND COMPANY ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE EMBEDDED SOFTWARE 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, WORKATO AND COMPANY MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY OR RESULTS, AND FITNESS FOR ANY PARTICULAR PURPOSE.

## **7. Indemnification.**

Customer shall defend, indemnify and hold harmless Company and Workato, their respective Affiliates and each of their and their Affiliates' officers, directors, agents and employees from all claims, demands, proceedings, or suits brought by an unaffiliated third party (i) alleging that any Customer Data, or the Platform Assets created by Customer infringe or misappropriate such third party's intellectual property rights, proprietary rights or any applicable law; and (ii) Customer's use of the Embedded Software in violation of these Embedded Terms, the Documentation, or applicable law. Customer will pay any costs and damages attributable to such claim that are finally awarded by a court against Workato and the Company or agreed to pursuant to a settlement agreement.

## **8. Limitation of Liability.**

TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR NETWORK OUTAGE, WILL WORKATO AND COMPANY OR THEIR AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES THAT RESULT FROM THESE EMBEDDED TERMS, EVEN IF SUCH PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WORKATO'S AND COMPANY'S OR THEIR RESPECTIVE AFFILIATES' TOTAL LIABILITY FOR ANY CLAIMS EXCEED US\$100.

## **9. Company Service.**

(a) Company is the sole provider of the Company Service. In the event that Company ceases operations or otherwise ceases or fails to provide the Company Service, Workato cannot provide the Company Service to Customer nor refund Customer any fees paid by Customer to Company.

(b) Support. All technical support, questions, complaints or claims related to the Company Services and the Embedded Software will be provided by Company. Customer may not contact Workato for any technical support, questions, complaints or claims for the Company Services and Embedded Software.

## **10. Termination and Suspension.**

Customer's use of the Embedded Software and Customer's rights in these Embedded Terms may be terminated and/or suspended if (a) Customer and/or any Personnel are in breach of these Embedded Terms and/or Customer Agreement, or otherwise engaging in any actions that threaten the security, integrity, availability or stability of the Embedded Software; or (b) the Embedded Agreement or Customer Agreement is expired or terminated, whichever is earlier. Any suspension shall not excuse Customer its payment obligations under the Customer Agreement.