

< [Back to legal](#)

End User License Agreement

Last updated: April 10, 2019

This End User License Agreement (the “**EULA**”) is a binding agreement between Workato, Inc. (“**Workato**”) and you (the “**Account Holder**”) and governs along with the applicable Order Form (defined below) accepted by Workato the Account Holder’s access to and use of the Workato Platform (as defined below) and related services. Together, this EULA and the applicable Order Form constitutes the full legal agreement between Account Holder and Workato (the “**Agreement**”)

THE USE OF THE WORKATO PLATFORM AND/OR RELATED SERVICES (AS DEFINED BELOW), SUBMITTING AN ORDER FORM AND/OR REGISTRATION INFORMATION TO OPEN AN ACCOUNT CONSTITUTES ACCOUNT HOLDER’S ACCEPTANCE OF THIS EULA.

1. Introduction

The “**Workato Platform**” as used in this Agreement collectively means and refers to Workato’s hosted software platform and related services and documentation (“**Documentation**”) that provides Account Holder with access to certain products and services designed to connect applications and automate workflows. Included within the Workato Platform is the ability to use and create automated workflows to enable one or more actions that are carried out across multiple software applications based on the occurrence of a designated trigger event (“**Recipes**”). Each Recipe has a unique ID that identifies. Recipes may use one or more software scripts or application programming interfaces to enable the transfer of data between software applications (“**Connectors**”). Connectors can be developed by Workato, by Account Holder or by third party application services providers. The scope of Account Holder’s subscription plan for the Workato Platform is set forth in the applicable order form entered into between Account Holder and Workato (each an “**Order Form**”). In the event of any inconsistency between the Order Form and the terms of this EULA, the Order Form will prevail, provided that the Order Form specifically states the section of this EULA that such subsequent agreement amends and restates. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

2. Performance

Workato warrants that, during the applicable term of Account Holder’s subscription to use the Workato Platform (the “**Subscription Period**”), the Workato Platform will function in accordance with the Documentation in all applicable respects and that Workato will use industry standard technology designed to prevent the introduction of viruses or malicious code into the Workato Platform. Workato hereby represents and warrants the Workato Platform will perform substantially in accordance with the applicable Documentation. Should a failure to conform to this warranty be reported to Workato during the warranty period be reported to Workato, Account Holder’s sole and exclusive remedy shall be for Workato to correct the nonconformance within a reasonable period of time.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

Workato will maintain data security protections in accordance with the Workato Security Overview located at www.workato.com/legal/security and will undertake commercially reasonable efforts to make the Workato Platform available to Account Holder

Notwithstanding the foregoing, Workato reserves the right to suspend Account Holder's access to the Workato Platform in the event Account Holder or its users are in breach of this Agreement or are otherwise engaging in any actions that threaten the security or stability of the Workato Platform.

Workato may interrupt access to the Workato Platform (i) for scheduled maintenance typically performed during the hours of 10pm to 6am PDT, beginning Friday evening, and typically lasting no more than two hours; (ii) emergency or unscheduled maintenance of up to 120 minutes per calendar month.

Account Holder acknowledges and agrees that Account Holder and its authorized users' use of the Workato Platform is dependent upon 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.

3. Fees

Account Holder shall pay all applicable fees, as specified in each Order Form or as otherwise agreed upon with Workato if there is no Order Form. Except as otherwise specified or in an Order Form: (i) fees are based on the scope of the plan for the Workato Platform purchased and not actual usage; (ii) fees paid are non-refundable and payment obligations are non-cancelable; and (iii) the scope of the plan purchased and the applicable fees cannot be reduced during the relevant Subscription Term. Subscription fees are based on annual periods. For purposes of this Agreement and the applicable Order Form, a "**Workato Integration Transaction**" occurs each time a Recipe performs a task (i.e., each time a Recipe makes an API call).

Fees will be invoiced in accordance with the relevant Order Form or as otherwise specified by Workato if there is no Order Form. Fees are due net thirty (30) days from the invoice date unless otherwise stated in the Order Form or otherwise specified by Workato. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated 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 thereto.

If any amounts invoiced hereunder are not received by Workato by the due date, then at Workato's discretion: (a) such charges may accrue late interest at the lower of the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, from the date such payment was due until the date paid; and/or (b) Workato may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the immediately preceding paragraph above, including requiring full payment in advance of the renewal period. Account Holder shall pay on demand all of Workato's reasonable attorney fees and other costs incurred by Workato to collect any fees or charges due to Workato under this Agreement following Account Holder's breach of this Section 3.

providing the Workato Platform to Account Holder without incurring any liability to either the Account Holder or the Reseller.

Unless otherwise stated, Workato fees do not include 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 is responsible for paying all Taxes associated with Account Holder's purchases hereunder. If Workato has the legal obligation to pay or collect Taxes for which Account Holder is responsible under this paragraph, Account Holder shall indemnify Workato for such Taxes and the appropriate amount shall be invoiced to and paid by Account Holder, unless Account Holder provides Workato with a valid tax exemption certificate authorized by the appropriate taxing authority. Workato is solely responsible for taxes assessable against Workato based on Workato's net income.

4. Compliance with Laws; Restrictions

Account Holder will not, will not agree to, and will not authorize or encourage any third party to, directly or indirectly: (a) interfere or attempt to interfere with the proper working of the Workato Platform or any other Account Holder's use of the Workato Platform, including through abuse of server capacity; (b) use the Workato Platform for any fraudulent or unlawful purpose; (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Workato Platform or any software, documentation or data related to the Workato Platform ("**Software**"), provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable statute); (d) sell, copy, alter, modify, or create derivative works of the Workato Platform or otherwise use the Workato Platform in any way that violates the use restrictions contained in this Agreement; (e) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Workato Platform; (f) remove or otherwise alter any proprietary notices or labels from the Workato Platform or any portion thereof; (g) 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); or (h) use the Workato Platform in violation of any applicable local, state, national and foreign laws, treaty or regulation or a third party's proprietary or contractual rights. Account Holder shall ensure that all its authorized users comply with the terms and conditions of this Agreement and will be responsible for all of such authorized users' activity in connection with the Workato Platform. Account Holder further acknowledges and agrees that Account Holder's subscription to the Workato Platform is limited to use for Account Holder's own business operations and no right is granted hereunder to use the Workato Platform for the benefit of third parties in a service bureau, time-sharing or managed service provider arrangement. Workato competitors or individuals acting on behalf of a Workato competitor may not 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. Representations and Warranties; Disclaimer

Without limiting any other representation, warranty or covenant herein, each party hereby represents and warrants to the other party that: (a) it has the full corporate power and authority to enter into this Agreement; (b) this Agreement is a valid and binding obligation of such party; and (c) it has obtained and shall maintain throughout the Term of this Agreement all necessary licenses, authorizations, approvals and consents to enter into and perform its obligations hereunder in compliance with all applicable laws, rules and regulations.

NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WORKATO MAKES NO WARRANTIES WITH RESPECT TO THE RESULTS OF OR USE OF THE WORKATO PLATFORM, AND ACCOUNT HOLDER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO.

6. Indemnification

(a) Account Holder shall defend, indemnify and hold harmless Workato, its affiliates and each of its and its affiliates' officers, directors, agents and employees from all liabilities, claims, and expenses (including reasonable attorneys' fees) paid or payable to an unaffiliated third party, that arise from or relate to any third party claim (i) alleging that any Account Holder Data (as defined in Section 8(a) below) infringes or misappropriates such third party's intellectual property rights or proprietary rights, or (ii) arising from Account Holder's use of the Workato Platform in violation of this Agreement, the Documentation, or applicable law (each a "**Claim against Workato**"), provided Workato (a) promptly gives Account Holder written notice of the Claim against Workato, (b) Workato gives Account Holder sole control of the defense and settlement of the Claim against Workato (except that Account Holder may not settle any Claim against Workato unless Account Holder unconditionally releases Workato of all liability), and (c) Workato gives Account Holder all reasonable assistance in the defense and settlement of the Claim against Workato (at Account Holder's sole expense).

(b) Workato shall defend, indemnify and hold harmless Account Holder from liabilities, claims, and expenses (including reasonable attorneys' fees) paid or payable to an unaffiliated third party, that arise from or relate to any third party claim brought against Account Holder by an unaffiliated third party 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) infringe or misappropriate the intellectual property rights of such third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded by a court against Account Holder. Workato's obligations under this Section 6(b) are contingent upon: (i) Account Holder providing Workato with prompt written notice of such claim; (ii) Account Holder providing reasonable cooperation to Workato, at Workato's expense, in the defense and settlement of such claim; and (iii) Workato having sole authority to defend or settle such claim. In the event that Workato's right to provide the Workato Platform is enjoined or in Workato's reasonable opinion is likely to be enjoined, Workato may obtain the right to continue providing the Workato Platform, replace or modify the Workato Platform so that they become non-infringing (in which case, Workato shall be relieved of all liability pursuant to this clause if Account Holder fails to promptly implement such replacement or modification), or, if such remedies are not reasonably available, terminate this Agreement without liability to Account Holder other than payment of the pro rata portion of fees for the remaining term of this Agreement subsequent to Workato's notice of such claim. THE FOREGOING 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. Workato shall have no liability under this Section 6(b) 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 instructions given to Account Holder by Workato or that is not strictly in accordance with this Agreement or the Documentation; (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 products, processes or materials not provided by Workato (where the claim arises from or relates to such combination); or (v) where Account Holder continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.

7. Limitation of Liability and Damages

THIS AGREEMENT, EVEN IF SUCH PARTY OR ITS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR EACH PARTY'S OBLIGATIONS SET FORTH IN SECTION 6 (INDEMNIFICATION) HEREIN, 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 AND/OR PAYABLE BY THE ACCOUNT HOLDER OR THE RESELLER, AS APPLICABLE, TO WORKATO HEREUNDER FOR ACCOUNT HOLDER'S SUBSCRIPTION TO THE WORKATO PLATFORM IN THE TWELVE MONTH PERIOD ENDING ON THE DATE SUCH DAMAGES, LOSSES OR CAUSES OF ACTION AROSE. WORKATO SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ACCOUNT HOLDER'S USE OF ANY THIRD-PARTY PRODUCTS, SERVICES, SOFTWARE OR WEB SITES.

8. Ownership; Licenses

(a) Account Holder

Data As between the parties, Account Holder shall retain all right, title and interest in and to all documents, messages, graphics, logos, images, files, data and other information transmitted through the Workato Platform by Account Holder (collectively, the "**Account Holder Data**"), provided, however, that Account Holder hereby grants to Workato a worldwide, royalty-free, fully sublicenseable, non-exclusive license to use the Account Holder Data solely for the purposes of implementing, maintaining and improving the Workato Platform and fulfilling its obligations hereunder. Notwithstanding the foregoing, Account Holder Data does not include non-identifiable aggregate data and usage statistics compiled by Workato in connection with Account Holder's use of the Workato Platform, which data and statistics each party may use in its discretion (but which Workato may not disclose to any third party in a manner that identifies Account Holder in connection therewith), and which Workato shall make available to Account Holder on an ongoing basis during the term hereof.

(b) Recipes and Connectors

Workato will own and retain all right, title, and interest in and to the Recipes or the Connectors and all derivatives thereto on the Workato Platform, excluding any Recipes or Connectors created by Account Holder. Workato grants to Account Holder a non-exclusive license to make, use, and share Recipes and Connectors with other Workato users. Recipes and Connectors created by Account Holder are private by default, meaning that Account Holder can decide whether to share such private Recipes with certain users with the Workato Platform; however, Account Holder can make Recipes created by it public, meaning that any Workato user can view, copy and modify such Recipes and Connectors. Workato has no right to resell or reuse any private Recipe or any private Connector. Account Holder grants Workato an irrevocable, perpetual, transferable and sublicenseable and worldwide license under any rights Account Holder owns in the Recipes and Connectors created by Account Holder that are marked public to use, modify and distribute such Recipes and Connectors. Rights to use Recipes and Connectors not created by Account Holder will continue as long as Account Holder has an active subscription to the Workato Platform.

(c) Workato Platform

Workato shall own and retain all right, title, and interest in and to the Workato Platform, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Account Holder or any other party relating to the Workato Platform, which are hereby assigned to Workato. Subject to the terms of this Agreement and during the Term of this Agreement only, Workato hereby grants to

Holder any license, express or implied, to the intellectual property of Workato or its licensors.

9. Confidentiality

“**Confidential Information**” shall mean (a) information relating to a party’s (the “**Disclosing Party**”) technology or business that is disclosed hereunder to the other party (the “**Receiving Party**”); or (b) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as “confidential” or “proprietary.” Any statistics or other user data relating to the Workato Platform which specifically identify Account Holder shall be deemed Account Holder’s Confidential Information. During the Term of this Agreement, and for a period of two (2) years following termination, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. The foregoing restriction does not apply to information that: (a) has been independently developed by the Receiving Party without use of or access to the Disclosing Party’s Confidential Information; (b) has become publicly known through no breach of this Section 9 by the Receiving Party; (c) has been rightfully received by the Receiving Party without obligation of confidentiality from a third party authorized to make such disclosure; (d) has been approved for release in writing by the Disclosing Party; (e) was known by the Receiving Party without obligation of confidentiality prior to receipt from the Disclosing Party; or (f) 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 and assists in obtaining an order to protect the information from public disclosure (if legally permissible).

10. Term; Termination

The term of this Agreement and each applicable Subscription Term will be as set forth in the Order Form between Workato and the Account Holder or Reseller, as applicable, governing Account Holder’s subscription, unless terminated earlier in accordance with this Agreement (the “**Term**”). In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. Upon termination, Workato will delete all transaction log data for Account Holder’s account in accordance with Workato retention policy. In addition, Workato may destroy Account Holder Data left in Workato’s system after termination or expiration of this Agreement upon Account Holder’s written request.

11. Privacy Policy

The provision of personal information in connection with use of the Workato Platform by Account Holder’s employees shall be subject to Workato’s Privacy Policy, found at www.workato.com/legal/privacy-policy 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.

To the extent that Workato is a Processor for Account Holder of Personal Data that is subject to certain Data Protection Laws and for which the Account Holder is the Controller (each as defined in the DPA), the EU Data Processing Addendum located at www.workato.com/legal/dpa (the “**DPA**”) is hereby incorporated into the Agreement with respect to the processing of such Personal Data.

12. Choice of 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 at law or in equity arising out of or relating to this Agreement will be filed only in the state or federal courts in and for San Francisco,

...shall not, either party, waive its right to pursue litigation or other equitable relief in any state or federal court of competent jurisdiction.

13. Dispute Resolution

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 to resolve the dispute. Should the parties fail to resolve such dispute informally, they shall engage in mediation with JAMS (as defined below). Should the mediation fail to resolve such dispute, the parties thereafter shall 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 San Francisco, 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 reasonable attorneys' fees and costs will be awarded to the prevailing party upon conclusion.

14. Miscellaneous

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 relates. Any purported assignment in violation of the foregoing shall be void and without effect. 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 shall have any obligation for any employee-related benefits or withholding taxes applicable to the other party's personnel performing services pursuant to this Agreement. This Agreement sets 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 set forth herein. This Agreement may be amended only by a writing executed by a duly authorized representative of each party. 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) or to legal@workato.com (in the case of Workato) by facsimile, electronic mail or nationally recognized express delivery service and deemed given upon receipt. 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.

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