Last revised: December 18th, 2023

## PROJECTMANAGER.COM INC. THIRD PARTY TERMS

https://www.projectmanager.com/legal

These Third Party Terms ("Terms") contain terms required by third party suppliers to ProjectManager whose technology or services are incorporated into or used with the ProjectManager Platform. These Terms are incorporated into and made subject to the ProjectManager Terms of Service governing Customer's use of the ProjectManager Platform (the "Agreement"). Except as expressly defined in these Terms, capitalized terms have the meaning ascribed to them in the Agreement.

## A. WORKATO TERMS

## Background:

Workato, Inc. ("Workato") provides a hosted platform (the "Workato Platform") that is designed to connect applications and automate workflows. ProjectManager has implemented a limited functionality version of the Workato Platform for use by its customers in conjunction with the ProjectManager Platform (the "Workato Embedded Edition"). If and to the extent Customer uses any features or functionality of the Workato Embedded Edition, Customer agrees to be bound by the Workato Embedded Software Supplemental Terms published at <a href="https://www.workato.com/legal/embedded-software-supplemental-terms">https://www.workato.com/legal/embedded-software-supplemental-terms</a>.

## B. APPLE TERMS

This Section B ("Apple Terms") only applies to the extent Customer or any of its Users use ProjectManager's mobile application on an iOS device. Customer acknowledges that the Agreement is between Customer and ProjectManager only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Subscription Services or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Subscription Services. If the Subscription Services fail to conform to any applicable warranty, Customer may notify Apple, and Apple will refund any applicable purchase price for the mobile application to Customer or the affected User(s). To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Subscription Services. Apple is not responsible for addressing any claims by Customer or any third party relating to the Subscription Services or Customers access to and/or use of the Subscription Services, including: (1) product liability claims; (2) any claim that the Subscription Services fails to conform to any applicable legal or regulatory requirement; or (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Subscription Services and/or Customer's access to and/or use of the Subscription Services infringe a third party's intellectual property rights. Customer agrees to comply with any applicable third-party terms when using the Subscription Services. Apple and Apple's subsidiaries are third-party beneficiaries of these Apple Terms, and upon Customer's assent to the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce these Apple Terms against you as a third-party beneficiary of these Apple Terms. Customer hereby represents and warrants that: (a) neither it nor its Users are located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) neither it nor its Users are not listed on any U.S. Government list of prohibited or restricted parties.