

Incubane Terms & Conditions for Built on Workday Applications

Version: 1.0

Effective date: 26 August 2025

These Terms & Conditions (the T&Cs) apply to the purchase and use of any Incubane application listed in the Workday Marketplace that is distributed via Built on Workday. By completing a transaction in the Workday Marketplace, the customer (Customer) accepts these T&Cs for the term of the subscription.

1. Contract structure and order of precedence

1.1 These T&Cs sit above the product-specific documents below.

1.2 For each app, the following documents apply, in this order if there is any conflict:

- a) these T&Cs;
- b) the End-User License Agreement (EULA) for the app;
- c) the Service Level Agreement (SLA);
- d) the Product Specification Sheet (PSS);
- e) Marketplace policies and processes set by Workday.

1.3 No other terms apply. There are no side letters, purchase order terms, or negotiated amendments.

2. Marketplace ordering and fees

2.1 Fees and subscription terms are shown in the Workday Marketplace at the time of purchase.

2.2 Billing, invoicing, taxes, and payment are handled through Incubane. There is a 30 day payment term. Prices exclude applicable taxes.

2.3 Except where required by law, fees are non-refundable.

3. Scope and use

3.1 The app scope and included features are described in the PSS for the app.

3.2 The license and use rules are set out in the EULA. Customer may use the app only for internal business purposes within its Workday tenant.

3.3 Optional professional services, custom work, and integrations are not included unless purchased separately through a separate order channel. These T&Cs do not create any obligation for custom services.

4. Support and service levels

4.1 Support is provided as described in the SLA for the app.

4.2 Incubane may update the app to maintain compatibility with Workday and to improve security and performance. Material changes will be reflected in release notes.

5. Data, privacy, and security

5.1 Customer data remains in the Customer's Workday tenant. The app does not serve as the system of record for Customer data.

5.2 Incubane does not store Customer's HR data outside of Workday. Certain applications offer optional integrations, if the customer decides to configure these they are responsible for the corresponding data flow. Incubane may process limited service data, such as log data and ticket information, to operate and support the app.

5.3 If the Customer enables AI features that require a third-party large language model or similar service, the Customer is responsible for its own licenses and credentials for those services. Third-party terms will apply between the Customer and that provider.

5.4 Each party will comply with applicable data protection laws. Additional data protection terms, if any, are set out in the EULA.

6. Customer responsibilities

6.1 Maintain an active Workday subscription for required modules listed in the PSS.

6.2 Configure security and access in Workday so users can use the app.

6.3 Keep integration credentials and API keys secure.

6.4 Use the app only as permitted by the EULA and these T&Cs. Do not attempt to copy, reverse engineer,

resell, or provide access to third parties unless the EULA allows it.

7. Third-party services and dependencies

7.1 Some features may depend on third-party services or APIs, for example Microsoft Graph or an LLM provider. The Customer is responsible for those third-party relationships and costs.

7.2 Incubane is not responsible for unavailability or degraded performance caused by third-party services, Customer configurations, network issues, or data quality.

8. Intellectual property

8.1 Incubane and its licensors own all intellectual property rights in the apps and related materials. No rights are granted other than those in the EULA.

8.2 If a third party claims that an Incubane app infringes its intellectual property rights, Incubane will, at its choice, modify or replace the app, secure the right for Customer to continue using it, or terminate the subscription for the affected app and arrange a pro-rated refund for the unused portion of the prepaid term. This is Customer's sole remedy for such claims.

9. Warranties

9.1 Incubane warrants that the app will operate in all material respects as described in the PSS when used in a supported Workday environment.

9.2 Except as stated in 9.1, the app and services are provided “as is”. Incubane does not warrant uninterrupted or error-free operation, fitness for a particular purpose, or that all defects will be corrected.

10. Liability

10.1 Neither party is liable for indirect or consequential loss, including loss of profits, revenue, goodwill, or data.

10.2 Incubane’s total aggregate liability arising out of or in connection with an app is limited to the fees paid by Customer for that app in the twelve months before the event giving rise to the claim.

10.3 The limits in 10.1 and 10.2 do not apply to liability that cannot be limited under applicable law, for example willful misconduct or gross negligence.

11. Suspension and termination

11.1 Incubane may suspend access to an app if Customer breaches these T&Cs or the EULA, or if suspension is needed to protect security or comply with law.

Incubane will notify Customer and will work to restore service once the issue is resolved.

11.2 Subscriptions can be terminated or not renewed through the

Workday Marketplace process. On termination or expiry, Customer must stop using the app. Customer is responsible for exporting any data from the Workday tenant before removal of the app.

11.3 If Incubane permanently discontinues an app, Incubane will provide reasonable notice and a pro-rated refund for the unused prepaid period.

12. Changes to these T&Cs

12.1 Incubane may update these T&Cs from time to time. Material changes will be posted with the effective date.

12.2 Changes take effect on the next renewal date for an existing subscription, or immediately for new purchases made after the effective date.

13. Subcontracting and assignment

13.1 Incubane may use affiliates and subcontractors to deliver its obligations and remains responsible for their work.

13.2 Customer may not assign or transfer a subscription except as allowed by the Workday Marketplace process or by law.

14. Compliance

14.1 Each party will comply with applicable laws, including export control and sanctions laws.

14.2 Customer confirms that users

are not located in a country or region subject to comprehensive sanctions and are not on a restricted party list.

15. Confidentiality and publicity

15.1 Each party will keep the other party's confidential information confidential and will use it only to perform under these T&Cs.

15.2 Incubane may identify Customer by name and logo as a user of the app in customer lists and similar marketing, without disclosing confidential information. Customer can withdraw this permission by written notice.

16. Force majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control. Payment obligations are not excused.

17. Governing law and venue

These T&Cs are governed by the laws of the Netherlands. The courts of Utrecht, the Netherlands have exclusive jurisdiction.

18. Notices

Notices related to subscriptions can be delivered through the Workday Marketplace processes. Legal notices to Incubane can be sent to the contact listed on the Marketplace listing for the app.

19. Entire agreement and severability

19.1 These T&Cs, together with the EULA, SLA, and PSS for the app, form the entire agreement between Incubane and Customer for that app.

19.2 If any part of these T&Cs is found invalid, the rest remains in force.

20. Definitions

- App means the specific Incubane Built on Workday application purchased in the Workday Marketplace.
- Customer means the legal entity that purchases the subscription in the Workday Marketplace.
- EULA means the End-User License Agreement published for the app.
- PSS means the Product Specification Sheet published for the app.
- SLA means the Service Level Agreement published for the app.
- Workday Marketplace means the online marketplace operated by Workday for purchasing partner applications.