Business Associate Agreement

This Business Associate Agreement ("**BAA**") is made and entered by and between UiPath, Inc. ("**UiPath**" or "**Business Associate**") and the company signing this Agreement ("**Customer**" or "**Covered Entity**") (as further described below, each a "**Party**") as of the date the last Party signs in the signature blocks below ("**Effective Date**").

1. **Definitions.** Terms used in this Agreement will have the meaning ascribed to them below. Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the Privacy Rule and the Security Rule.

   a. "**Breach**" shall mean an impermissible use or disclosure as set forth under the Breach Notification Rule that compromises the security or privacy of the Protected health Information.

   b. "**Breach Notification Rule**" shall mean the Breach Notification Requirements at 45 CFR §§ 164.400-414.

   c. "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean UiPath, Inc.

   d. "**Covered Entity**" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean the entity signing this Agreement as a covered entity, as further described in the signature block below.

   e. **"Customer Data"** means any data, information, and proprietary Customer content created prior to or independently from (i) any Customer interaction with the Technology and imported into the Technology or (ii) any access by UiPath in connection with, or for the purpose of, provision of any Services, excluding any UiPath intellectual property rights.

   f. "**Designated Record Set**" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part,by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "record" shall mean any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

   g. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

   h. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.

   i. "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity.

   j. "**Required By Law**" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

   k. "**Secretary**" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.

   l. "**Security Incident**" shall mean a potential or attempted unauthorized access, use, disclosure, modification, loss, or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity, or availability of the PHI.

   m. "**Security Rule**" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

   n. **"Software"** means software, with any and all additional versions, updates, enhancements, developments, modifications, derivative works, scripts, connectors, plugins, SDKs, APIs, or extensions thereof (if and when available).

   o. **"Services"** means professional services, excluding Support Services.

   p. "**Subcontractor**" shall have the same meaning as the term "subcontractor" as set forth in 45 C.F.R. § 160.103.

   q. **"Support Services"** means maintenance and service levels which apply to the Software during the License Term.

   r. **"Technology"** means, as identified in the applicable Order: (i) Software and (ii) materials developed by UiPath for Customer during performance of Services.

s. "**Unsecured Protected Health Information**" or "**Unsecured PHI**" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.

2. Agreement Governance

a. This BAA is subject to the certain agreement for the purchase of licenses to UiPath's products and/or services, including order forms and statements of work thereunder, by and between UiPath and the Customer ("**Main Agreement**").

b. This BAA sets forth Covered Entity's and Business Associate's respective obligations under applicable provisions of: (i) the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended ("HIPAA"); (ii) the privacy standards (at 45 C.F.R. Part 160 and Part 164, Subparts A and E, referred to as the "**Privacy Rule**") and security standards (at 45 C.F.R. Part 160 and Part 164, Subparts A and C, referred to as the "**Security Rule**" and; (iii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Pub. L 111-5, including as implemented by 45 C.F.R. Part 164, Subpart D ("**HITECH**"), all as they may be amended from time to time (collectively, the "**HIPAA Regulations**").

c. This BAA applies to the extent Customer is acting as a Covered Entity and to the extent UiPath is deemed under the HIPAA Regulations to be acting as a Business Associate pursuant to 45 C.F.R. § 160.103 in connection with the Protected Health Information (as defined in 45 C.F.R. § 160.103) that UiPath receives from Customer, or creates, receives, maintains, or transmits on behalf of Customer ("**PHI**"). This BAA applies in relation to those Software and/or Services, as indicated by UiPath on its trust and security portal available at https://www.uipath.com/legal/trust-and-security (or successor website).

3. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this BAA, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this BAA, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

d. Business Associate may use PHI to report violations of law to appropriate government authorities, consistent with 45 CFR §164.502(j)(1).

e. De-Identification of PHI: Business Associate may deidentify PHI provided that the deidentification conforms to the requirements of the Privacy Rule and further provided that Business Associate provides to the Covered Entity the documentation required by the Privacy Rule. Deidentified data does not constitute "PHI" and is not subject to the terms of this Agreement.

4. Obligations of Business Associate. Business Associate agrees to:

a. Not use or disclose PHI other than as permitted or required by this BAA or as Required By Law.

b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this BAA.

c. Implement administrative, physical, and technical safeguards, as applicable, that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that Business Associate receives or is exposed to on behalf of Covered Entity.

d. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

e. Report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware.

f. Notify Covered Entity, upon acquiring actual knowledge of a Security Incident or breach of Unsecured PHI, or by the exercise of reasonable diligence should have acquired knowledge of a Security Incident or breach of Unsecured PHI, without undue delay. To the extent possible, Business Associate's notification shall include at the time of the notice or promptly thereafter as the information becomes available, a brief description of what happened, the types of Unsecured PHI involved, and any remedial actions taken. Notwithstanding the foregoing, this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, for which no additional notice to Covered

Entity shall be required, including but not limited to, pings and other broadcast attacks on Business Associate's network security groups, port scans, unsuccessful log-in attempts, denial-of-service attacks, malware (e.g. worms, viruses) that is detected and neutralized by Business Associate's defensive software and tools intended for such purposes, interception of encrypted information where the key is not comprised and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Unsecured PHI. Notwithstanding the foregoing, Covered Entity acknowledges that because Business Associate personnel do not have visibility to the content of Customer Data, it will be unlikely that Business Associate can provide information as to the type of data that may be affected or the identities of Individuals whose data may be affected by a breach or Security Incident. Communications by or on behalf of Business Associate with Covered Entity in connection with this Section shall not be construed as an acknowledgment by Business Associate of any fault or liability with respect to the incident.

g. Ensure that any agent, including a Subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity, agrees to restrictions and conditions that are no less protective than those that apply through this BAA to Business Associate with respect to such information.

h. Provide access to Covered Entity, at the request of Covered Entity and during normal business hours, to PHI in a Designated Record Set, in order to allow Covered Entity to meet the requirements under 45 CFR §164.524, provided that Covered Entity delivers to Business Associate a written notice at least ten (10) business days in advance of requesting such access. This provision does not apply if Business Associate and its employees, subcontractors, and agents have no PHI in a Designated Record Set of Covered Entity.

i. Assist Covered Entity with amendment(s) to PHI in a Designated Record Set only if requested and approved by the Covered Entity, pursuant to 45 CFR §164.526. This provision does not apply if Business Associate and its employees, subcontractors, and agents have no PHI from a Designated Record Set of Covered Entity.

j. Make internal practices, books, and records, including policies and procedures, relating to the use or disclosure of PHI received from, or created or received by, Business Associate on behalf of, Covered Entity, available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule or Security Rule, unless otherwise protected, or prohibited from discovery or disclosure by law. Business Associate shall have a reasonable time within which to comply with requests for such access and in no case, shall access be required in less than ten (10) business days after Business Associate's receipt of such request, unless otherwise designated by the Secretary.

k. Provide, upon request, to Covered Entity, documentation made in accordance with this BAA to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Business Associate shall have a reasonable time within which to comply with such a request from Covered Entity and in no case, shall Business Associate be required to provide such documentation in less than ten (10) business days after Business Associate's receipt of such request. Notwithstanding the foregoing, because Business Associate personnel do not have visibility to the content of Customer Data that Customer or any user loads onto the Service, unless Covered Entity provides access to Business Associate to Customer Data or requests technical support, Business Associate will be unable to identify either the Individuals or the types of PHI included in any Customer Data that Business Associate has disclosed in relation to 45 C.F.R. § 164.528.

l. Redirect an individual directly requesting access, an amendment, an accounting of disclosure, or other similar request, to the Covered Entity, except as otherwise provided for in this BAA.

m. Provide yearly HIPAA Compliance training for all staff that have the potential to access, manage, see, or assist with any PHI disclosed by Covered Entity.

5. **Obligations of Covered Entity.** Covered Entity shall:

a. Notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520 to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. Protect PHI and electronic PHI (ePHI) from loss, theft, or data breach. In the event of a loss of PHI or ePHI, due to willful misconduct, negligence, or an omission of controls causing a loss of data or data breach by the Covered Entity, the Covered Entity will be liable for damages for any violation of the HIPAA Security Rule.

e. Limit disclosure of PHI to Business Associate's employees, contractors, or service providers, including those providing professional services or technical support.

f. Provide HIPAA Compliance training for all staff that have the potential to access, manage, see, or assist with any PHI. Covered Entity agrees to conduct annual HIPAA Compliance Training and certify completion by all such staff upon request.

g. Conduct annual HIPAA Compliance Risk Assessments of their policies, procedures, and technical environment to ensure that PHI and ePHI is secure.

h. Remediate risks that have been found in the HIPAA Compliance Risk Assessment within 60 days or notify Business Associate if remediation will take longer.

i. Ensure that the design, development, testing, deployment, maintenance, and behavior of automations created by Covered Entity utilizing Business Associate's products, if applicable, comply with the HIPAA Privacy, Security, and Breach Notification Rules, as well as deployment requirements for use of certain Software, including but not limited to deployment in the United States cloud region.

6. Liability

a. **Liability.** Each Party will be liable for its own actions and/or omissions under this BAA.

b. **Limitation of Liability.** UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAWS BINDING ON THE PARTIES, THE DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THE MAIN AGREEMENT APPLY TO ANY LIABILITY UNDER THIS BAA AND THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY AND/OR THEIR AFFILIATES, FOR ANY AND ALL BREACHES AND CLAIMS (INDIVIDUALLY AND TOGETHER) UNDER OR RELATING TO THIS BAA, WILL NOT EXCEED THE LOWER OF (I) THE LIABILITY CAP OR LIMITATION SET OUT IN THE MAIN AGREEMENT OR (II) THE FEES PAID BY THE COVERED ENTITY TO BUSINESS ASSOCIATE FOR THE SOFTWARE AND/OR SERVICES **FALLING** UNDER THE SCOPE OF THIS BAA DURING THE 12 (TWELVE) MONTHS PRIOR TO THE BREACH GIVING RISE TO A CLAIM HEREUNDER. THIS LIMITATION APPLIES WHETHER THE CLAIM ARISES FROM CONTRACT, NON-CONFORMITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAWS BINDING ON THE PARTIES, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, MORAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, REPUTATION, USE, OR REVENUE, OR INTERRUPTION OF BUSINESS, IRRESPECTIVE OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BUSINESS ASSOCIATE WILL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY FAILURE OF THE COVERED ENTITY TO COMPLY WITH THE BAA OR ANY APPLICABLE PRIVACY POLICIES, LAWS, OR REGULATIONS.

7. Term and Termination

a. **Term.** The Term of this BAA shall be effective as of the Effective Date and shall terminate when all the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this BAA.

b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this BAA, and Business Associate agrees to such termination, if Business Associate has breached a material term of this BAA and does not cure the breach or cure is not possible.

c. **Effect of Termination.** Except as provided herein, upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity, within ten (10) business days, notification of the conditions that make return or destruction infeasible. Upon such determination, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Miscellaneous

a. **Governing Law & Venue.** This BAA is governed by the laws of the Delaware, without regard to conflicts of law provisions. Parties hereby accept the federal courts of New York as the exclusive jurisdiction of the

competent courts and irrevocably waive any objection and defense (including, any defense of an inconvenient forum) which either may have to the bringing or maintenance of any such claim. **THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH THIS BAA**.

b. **Regulatory References.** A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

c. **Amendment.** The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary to comply with the requirements of the Privacy Rule or Security Rule and any other applicable law.

d. **Interpretation.** Any ambiguity in this BAA shall be resolved to permit compliance with the Privacy Rule or the Security Rule.

e. **Conflicts**. To the extent there is any conflict between the provisions of this BAA and the Main Agreement, the provisions of this BAA shall prevail.

f. **Counterparts.** This BAA may be executed electronically or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one original BAA. Facsimile signatures shall be accepted and enforceable in lieu of original signatures.

g. **Entire Agreement**. This BAA and the Main Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, supersede all previous written or oral understandings, agreements, negotiations, commitments and any other writing or communication by or between the parties with respect to the subject matter hereof, and may only be amended upon mutual written agreement between the parties. Except as amended and supplemented by this BAA, the applicable Main Agreement remains unchanged and in full force and effect.