Data Processing Agreement

This data processing agreement ("**DPA**") is entered into by and between the Company and UiPath (as defined below, each a "**Party**" and collectively, the "**Parties**") as of the Effective Date.

By signing this DPA, you represent that you have the capacity to legally bind the Company.

1. **Defined Terms.**

   Terms defined in this DPA shall have the meaning assigned to them below:

   a. "**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where "**Control**" means the direct or indirect control of greater than 50% of the voting rights or equity interests of a Party or the power to direct or cause the direction of the management and/or business strategy of that Party.

   b. "**Applicable Data Protection Law**" means any and all applicable data protection and privacy laws including but not limited to, where applicable, Regulation (EU) 2016/679 regarding the Personal Data Protection ("**GDPR**"), California Consumer Privacy Act (as amended) (the "**CCPA**") and solely with respect to the United Kingdom, the Data Protection Act 2018, the General Data Protection Regulation (as incorporated under the European Withdrawal Act of 2018 as amended by the Data Protection, Privacy and Electronic Communications Regulations of 2019) that implements the GDPR ("**UK GDPR**") and solely with respect to Switzerland, the Swiss Federal Act on Data Protection of 1992 (as amended) ("**FADP**").

   c. "**Cloud Services**" means, as applicable the software, products or services provided by UiPath to the Company r in a hosted environment managed by UiPath, pursuant to the Main Agreement, whereby there is a transfer of Personal Data from the Company to UiPath through electronic or physical means of communication.

   d. "**Company**" is the Controller or Processor signing this DPA and means either (i) a customer of UiPath under a validly concluded license agreement, or (ii) a partner of UiPath under a validly concluded partner agreement.

   e. "**Controller**", "**Processor**", "**Data Subject**", "**Processing**", "**Process**", "**Supervisory Authority**" shall have the meaning given in GDPR.

   f. "**Data Subject**" shall have the meaning given to it in GDPR and herein means any Data Subject whose Personal Data is lawfully transferred by the Controller to the Processor, under this DPA.

   g. "**Europe**" means the European Union, the European Economic Area, Switzerland and the United Kingdom.

   h. "**Incident**" means a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Company Personal Data transmitted, stored, or otherwise processed by UiPath for the purpose of this DPA.

   i. "**Main Agreement**" means the agreement concluded between the Company and UiPath which is underlying to the Personal Data Processing contemplated by this DPA.

   j. "**Personal Data**" shall have the meaning given in GDPR and herein means the Personal Data transferred by the Company to UiPath and processed by UiPath under this DPA.

   k. "**Professional services**" means the services provided by UiPath to the Company, as described in the relevant statement of work ("**SOW**"), excluding Support.

   l. "**SCCs**" means (i) the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council approved by the Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as available here (or successor website): https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN ("**EU SCC**"), (ii) in respect of transfers from UK to a country which is not covered by the UK's adequacy regulations, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner or the

International Data Transfer Agreement, as available here (or successor website): https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf and as applicable, according to the UK GDPR ("**UK SCC**");

m.   "**Services**" means Cloud Services, Support and Professional Services

n.   "**Sub-processor**" means any third-party subcontractor appointed by UiPath to perform Personal Data Processing on behalf of UiPath, as provided: (i) in the Sub-processors list available on the Trust Portal here (or successor website): https://www.uipath.com/assets/downloads/subprocessors or (ii) in case of Professional Services, as it may otherwise be notified to the Company, upon request or in the relevant SOW.

o.   "**Support**" means maintenance and service levels, applicable to the Software during the License Term as provided in the support terms available on the Trust Portal.

p.   "**Third Country**" means any third country, the territory or one or more specified sectors from that third country, or an international organization, which is not a member of the European Union or of the European Economic Area.

q.   "**Transfer Safeguard**" means a solution, other than the SCCs, that enables the lawful transfer of Personal Data to a Third Country in accordance with the GDPR, including, by way of example and without limitation, adequacy decisions, biding corporate rules, etc.

r.   "**Trust Portal**" means the collection of documentation and policies made available and amended by UiPath from time to time on UiPath's website (at https://www.uipath.com/legal/trust-and-security or successor website) and integrated by way of reference in this DPA.

s.   "**UiPath**" is the Processor under this DPA and means the UiPath entity signing this DPA.

2.   Purpose and Governance

2.1. **Purpose**. The Company and UiPath have concluded this DPA establish their responsibilities regarding the protection of Personal Data which may be processed pursuant to the performance of the Main Agreement, in accordance with the legal requirements concerning Personal Data protection. The Parties agree that, under this DPA, the Company acts as a Controller or a Processor for another Controller, as the case may be, and UiPath acts as a Processor. The Company acknowledges that Personal Data is not a pre-requisite or requirement for the performance of the Main Agreement, but considering the particularities of each Service, Personal Data may be transferred to UiPath. While UiPath understands that the Company might transfer some Personal Data to it, there are some scenarios where such transfer is restricted, namely:

a.   out of care for the Company and the Data Subjects, UiPath might contractually prohibit or limit the use of Personal Data with products or services offered by UiPath for preview, early access or evaluation, as further indicated by UiPath in the underlying terms of use of such products or services;

b.   where legislations allow the transfer of Personal Data to a provider solely subject to certain formalities (such as data localization, certification, or registration with the appropriate regulatory bodies, etc.) and such formalities are not yet fulfilled, as indicated by UiPath in the applicable documentation, use of Personal Data (including protected health information, as regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) ("**PHI**"), cardholder data ("**CHD**") and sensitive authentication data ("**SAD**"), as defined by Payment Card Industry Data Security Standard) will not be allowed and the Company must refrain from using and transferring Personal Data to UiPath. Company must promptly notify any disclosure which conflicts with this section at privacy@uipath.com. Where the use of PHI is allowed by UiPath in the appropriate legal documentation, the transfer of PHI to UiPath can only take place if a Business Associate Agreement has been signed by the Parties.

2.2. **Governance**. This DPA applies to the Services that are used by the Company, and solely to the extent that Personal Data is transferred from the Company to UiPath, as agreed in the Main Agreement and under this DPA. The Company has full control over the Personal Data sent for Processing and is responsible for complying with its applicable data protection laws, for assessing whether the use of the Services meets its compliance and contractual obligations and for obtaining all rights, authorizations, and consents for the Processing of Personal Data in accordance with this DPA,

including where applicable approval by Company's Controllers to use UiPath as a Processor. This DPA does not apply to:

a. Personal Data processed as a result of the Company using third party cloud integrations, which are subject to their own terms and conditions and privacy policies;

b. any products and services made available by UiPath that are not hosted by UiPath or its processors on behalf of UiPath and where there is no transfer of Personal Data from the Company to UiPath.

3. Object of the DPA

3.1. **Controller to Processor**. The Parties agree that, in accordance with the Applicable Data Protection Law, the Company is the Controller of the Personal Data transferred by the Company to UiPath by using the Services.

3.2. **Scope**. This DPA sets forth the general rights and obligations of the Parties, and the specific information and details regarding Personal Data Processing (i.e., purpose, duration, nature and purpose of each processing, type of Personal Data and Data Subjects), as detailed in Exhibit A (Details of the Processing) attached to this DPA. Any amendment to the processing details described in Exhibit A (Details of the Processing) may only be made based on a written instruction from the Company.

4. Processing in accordance with Controller's Instructions

4.1. **Company Instructions**. UiPath is required to process the Personal Data only subject to, and within, the limits set forth in the documented instructions received in writing from the Company. UiPath will notify the Company without delay if it considers that a Company's instruction or any implementation of an instruction received from the Company breaches or may breach the Applicable Data Protection Law. UiPath will not "sell" the Personal Data within the meaning of the CCPA. To the extent Processing of Personal Data is subject to the CCPA, the Parties agree that Customer is the "Business" and UiPath is the "Service Provider" (as defined by the CCPA).

4.2. **Records of Processing**. UiPath shall maintain the records required under Article 30(2) of the GDPR for the Personal Data and, to the extent applicable to the processing of Personal Data on behalf of Company, make them available to the Company upon request.

5. Confidentiality and Security

5.1. **Confidentiality**. UiPath will preserve the confidentiality of the Personal Data and the Processing activities. UiPath shall ensure that any person charged with the Processing of Personal Data by UiPath, either an employee, a contractor, or a Sub-processor, undertakes to maintain the confidentiality of Personal Data.

5.2. **Security of Processing**. Having regards to the current state of technology and the varying degrees of risks and severity for the rights and freedoms of individuals, UiPath will implement technical and organizational practices to ensure an adequate level of security for the Personal Data Processing that it carries out, in line with ISO 27001 or similar industry information security standards, as reflected on the Trust Portal. UiPath reserves the right to modify or update its practices, to the extent this will not result in a lower level of security for the Processing activities. Notwithstanding UiPath's practices, the Company is responsible to safeguard any Personal Data part of its credential information and/or any components under its control, and to assess whether its privacy and security obligations are met when using the Cloud Services.

6. Obligations for the Processor

6.1. **Access to Personal Data**. Subject to, and within the limits provided under the Applicable Data Protection Law (including, by means of example and without limitation, Article 12 para. 5 or the GDPR), UiPath undertakes the obligations listed below in respect to the access to Personal Data.

a. UiPath shall promptly inform the Company of requests received by UiPath from Data Subjects exercising their rights under the Applicable Data Protection Law.

b. To the extent technically possible to it, UiPath shall assist the Company with extracting, deleting or performing any other operations on the Personal Data, or, where possible, provide the Company the ability to perform any of the aforementioned actions on the Personal Data.

c. UiPath shall provide commercially reasonable and timely assistance to the Company, in accordance with the technical capabilities of each Cloud Service, to enable the Company to respond to: (i) any request from a Data Subject exercising its rights under the Applicable Data Protection Law; and (ii) any other enquiry or complaint received from a Data Subject or a Supervisory Authority in connection with the Processing of the Personal Data.

6.2. **Incidents**. UiPath will inform the Company, without undue delay from becoming aware that an Incident has occurred and shall provide reasonable information and cooperation to the Company, so that the Company can fulfil the Personal Data Breach reporting obligations it has under the Applicable Data Protection Law. The notice shall be sent to an e-mail address provided by the Company and available in UiPath's records. The Company is responsible for providing appropriate and updated contact information. The Parties agree that, by the mere giving notice of an Incident, UiPath does not acknowledge any liability or fault thereof. The Company acknowledges that it is responsible for complying with its own legal obligations regarding Personal Data breach notifications. If the Company suspects that an incident occurred, the Company shall without undue delay notify UiPath at privacy@uipath.com.

6.3. **Assistance**. Upon written request from the Company, UiPath shall give reasonable assistance to the Company in carrying out any assessment of the consequences or impact of Processing of Personal Data and in any consultation with the Supervisory Authority. UiPath will notify the Company without delay if a Supervision Authority contacts UiPath directly with respect to the processing activities that fall within the subject matter of this DPA.

7. Company's Rights

7.1. **Proofs of Compliance**. Upon reasonable written request from the Company and no more than once (1) a year, UiPath will provide the Company, without undue delay, with (a) answers to a written security questionnaire provided by the Company, or references to where information required under that questionnaire is available, (b) a description of UiPath's technical and organizational practices in respect of the Processing of Personal Data, as necessary to assess compliance with this DPA.

7.2. **Audit**. If the Company believes, acting reasonably and in good faith, that an on-site or remote audit is necessary to verify compliance with this DPA, the Company may request that it or a third party conducts an audit, which shall be subject to the conditions set out below.

a. an audit plan must be agreed by the Parties and, if applicable, the third-party auditor, with eight (8) weeks in advance of the proposed audit date; the audit plan will describe the scope, duration, third party auditor and start date of the audit and shall be limited as to ensure UiPath's confidentiality and security obligations towards its employees and counterparties.

b. if the audit scope described in the audit plan is addressed in an ISO, SOC or similar verification report performed by a qualified third party in the twelve (12) months prior to the Company's audit request, the Company agrees to accept and rely on these reports and Processor's confirmation that there were no material changes in the verified data protection/security measures, and therefore no audit will be performed.

c. audits may be performed no more than once (1) a year and must be conducted during the business hours, according to UiPath's policies, and will not interfere with UiPath's business activities.

d. audits may be performed only if a confidentiality agreement is concluded with the third-party auditor and the audit results will remain confidential and will not be shared with any third party unless agreed by an authorized representative of UiPath in writing.

e. unless prohibited by legislation binding on the Parties, the Company must provide UiPath with a copy of the audit report free of charge.

f. audits are performed at Company's expense and UiPath will give reasonable cooperation and assistance.

8. Sub-processors

8.1. Appointment and authorization. UiPath uses Sub-processors listed under the Sub-processors list. Customer hereby consents to UiPath engaging new Sub-processors subject to Clause 8.2 below. UiPath will keep its Sub-processors to the same confidentiality obligations and adequate guarantees for the security of Personal Data as those provided for UiPath in this DPA. Sub-processors engaged by UiPath to provide Services are made available or identified, upon Customer's request or in the relevant SOW for Professional Services.

8.2. Changes of Sub-processors. When UiPath intends to make any changes to the Sub-processors, it will send a written notice to the Company, at the e-mail address provided by the Company and available in UiPath's records. Subject to having a legitimate reason under Applicable Data Protection Law, Company will have 30 (thirty) days from the date UiPath informed the Company of the change for Company to exercise its right to object to the change and terminate the applicable Service, by sending a written notice to the UiPath at privacy@uipath.com, which will contain at least (i) the name of the Service to be terminated and (ii) the termination date, which will be no later than 30 (thirty) days from the date of UiPath's notice to Company. The Company acknowledges its sole and exclusive remedy for objecting to any change in Sub-processors is the termination of the Main Agreement, but only limited to the Service for which the new Sub-processor is intended to be used. If UiPath does not receive a written notice of objection and termination in accordance with this section, it will be deemed in good faith that the Company has accepted the change in Sub-processors. Within the 30 (thirty)-day period from the date of UiPath's notice, Company may request that the Parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for objection and do not affect the UiPath's right to use the new Sub-processor(s) after the 30 (thirty)-day period.

8.3. Mandatory Changes in Sub-processors. Notwithstanding the foregoing rules setting out the procedure for changes in Sub-processors, UiPath may replace a Sub-processor without advance notice to Company where the reason for the change is outside of the UiPath's reasonable control and prompt replacement is required for regulatory, security, system integrity, business continuity purposes or other urgent reasons. UiPath will inform the Company of the replacement Sub-processor as soon as possible following such change, and the procedure set out above will apply accordingly.

8.4. Affiliates. Notwithstanding the foregoing rules setting out the procedure for changes in Sub-processors, the Company acknowledges, agrees, and hereby gives a written authorization under Article 28 of the GDPR to UiPath to engage its Affiliates as Sub-processors. A list of UiPath's Affiliates will be maintained on the Trust Portal or successor website (https://www.uipath.com/assets/downloads/uipath-group-entities).

8.5. Hosting Location. Personal Data uploaded by the Company in the Cloud Services and processed for Support purposes will be hosted in the region(s) evidenced in the Sub-processor list. Where technically implemented in a particular Cloud Service, the Company may configure the hosting location of the Personal Data used therein, provided however that back-ups may have different configurations.

9. Cross-border Transfers of Personal Data

9.1. Transfer Safeguards. UiPath will also process Personal Data, including by using Sub-processors, outside the country in which the Company or its Affiliates using the Services are located, in accordance with this DPA and as permitted under Data Protection Law, and only by offering Transfer Safeguards and ensuring that all transfers are made in accordance with Transfer Safeguards.

9.2. SCC. Where UiPath is not located in a Third Country and acts as an exporter of Personal Data that is subject to the GDPR or any other law relating to the protection or privacy of individuals that applies in Europe, UiPath has entered into SCC with, or relies upon, Transfer Safeguards in connection to each Sub-processor located in a Third Country that acts as Personal Data importer. Where UiPath is located in a Third Country and acts as an importer of Personal Data that is subject to the GDPR or any other law relating to the protection or privacy of individuals that applies in Europe, to the extent Transfer Safeguards cannot be provided, UiPath and Company, as a Personal Data exporter hereby enter into, and agree that, the SCC shall apply and will be incorporated into this DPA, as follows: a) Module 2 (Controller to Processor) shall apply where Company is a Controller; and b) Module 3 (Processor to Processor) shall apply where Company is a Processor.

9.3. Description of Processing. The details required by the SCC, and by Annexes I and II thereto, are specified in Exhibit B below.

9.4. Amendments to the SCC. Unless UiPath notifies the Company to the contrary, if the European Commission amends the SCCs after the Effective Date, the amended SCCs will supersede and replace the SCCs executed between the Parties by virtue of this section. In addition, if and to the extent a court of competent jurisdiction or Supervisory Authority orders (for whatever reason) that the measures described in this DPA cannot be relied on for the purpose of lawfully transferring Personal Data to Third Countries, the Company agrees that UiPath may implement any additional measures or safeguards that may be reasonably required to enable a lawful transfer.

10. Term and Termination

10.1. Term. This DPA is effective at the Effective Date and will be in force for as long as the Company uses Services under the Main Agreement, without exceeding the duration of the Main Agreement. The Parties may agree to terminate this DPA in writing.

10.2. Consequences of Termination. Following termination of the Main Agreement and upon express written instructions from the Company, UiPath will ensure that the Personal Data (including metadata) will be, as requested by the Company, deleted, or returned to the Company either manually or, if technically available, via direct export from the relevant Service. In the absence of any written instruction from the Company given at the termination of the Main Agreement, the Parties agree that this section constitutes notice by the Company to UiPath of the instruction to delete the Personal Data within a reasonable time following termination of the Main Agreement, in accordance with the Applicable Data Protection Law, unless and to the extent retention is required by applicable law, or the Personal Data has been archived on back-up systems due to the Service functionalities.

10.3. Government Access Requests. If UiPath receives any valid request of disclosure of Customer Personal Data from a governmental body, it will: a) make all reasonable efforts to redirect the request to the Customer; b) notify the Customer as soon as possible after receiving a request, unless prohibited by law to send such notification. In such case, UiPath will make all lawful efforts to waive such prohibition; c) challenge the legality of such order to disclose if, after a careful assessment, it concludes that there are grounds under the law of the country of destination to do so. If UiPath is still compelled to disclose Customer Personal Data, it will disclose only the minimum amount of data necessary to comply with the request of disclosure.

11. Liability

11.1. Liability. Each Party will be liable for its own actions and/or omissions under this DPA. UiPath will remain liable to the Company for the performance of the obligations that its appointed Sub-processors fail to comply with.

11.2. Limitation of Liability. Unless otherwise prohibited by applicable laws binding on the parties, the damages exclusions set out in the main agreement apply to any liability under this DPA 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 DPA, and for all data processing activities contemplated by this DPA, will not exceed the liability cap or limitation set out in the main agreement. 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. UiPath will not be liable for any damage caused by failure of the company to comply with the DPA or any applicable privacy policies, laws or regulations.

12. Miscellaneous

12.1. Main Agreement. This DPA is without prejudice to the rights and obligations of the Parties under the Main Agreement, which will continue to have full force and effect. This DPA is incorporated into and made a part of the Main Agreement by this reference.

12.2. Governing Law. This DPA shall be interpreted and construed in accordance with the laws of Romania, unless otherwise expressly mandated by the Applicable Data Protection Laws. Any dispute arising in connection with this DPA, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Bucharest.

12.3. Entire Agreement. This DPA constitutes the entire agreement between the Parties with respect to the subject matter hereof and takes prevalence over any prior written or oral agreement between them with respect to such subject matter or in the event of conflicting provisions regarding any rights and obligations granted or incurred by the Parties for purposes of this DPA. Except as otherwise prescribed hereunder, any changes or amendments to the DPA or its Exhibits will be effective only if made in writing and agreed by both Parties.

Exhibit A - Details of the Processing

UiPath shall process the Personal Data received from the Company in accordance with the details set out below.

Contact person(s) of the UiPath as Processor	privacy@uipath.com
Purpose (reason) of Processing	Performing the Main Agreement concluded between the Parties.
Type of Processing	Electronically.
Processing duration	For the duration of the Main Agreement plus the period from the expiry of the term of the Agreement until deletion or removal of all Personal Data from the Processor's records, in accordance with the Processor's internal policies.
Categories of processed Personal Data	Company determines the categories of data for each Service used under the Main Agreement.
Data Subjects (ex: employees, customers)	Individuals whose Personal Data is provided by the Company to UiPath by using the Services under the Main Agreement.
Data storage/ server location	The location of the data storage applicable to Cloud Services and Support (depending on the specific Services used by the Company) is available here: https://www.uipath.com/assets/downloads/subprocessors or, for Professional Services, is available or identified, upon Customer's request, in the relevant SOW.

Exhibit B - Details required by the Standard Contractual Clauses and by Annexes I and II

Selection of Module	
Standard Contractual Clauses	Module Two (transfer controller to processor) applies where Company is a Controller. Module Three (transfer processor to processor) applies where Company is a Processor, acting under the instructions of its Controller(s). Module Four (transfer processor to controller) applies where Company is a Controller located in a Third Country, UiPath is a processor and exports Personal Data back to the Company.

Selection of Options	
Clause 7	Clause 7 Docking clause is optional, and the parties wish to adopt it.
Clause 9(a)	Option 2: UiPath has Customer's general authorization to engage Sub-processors in accordance with section 8 of this DPA.
Clause 11(a)	The second paragraph of Clause 11(a) is optional, and the parties do not wish to adopt it.
Clause 17	Option 1 is selected, with the specified Member State of Romania.
Clause 18(b)	The specified Member State is Romania.

Annex I		

List of Parties

Data exporter(s)	*Identity:*	Company, its affiliates and authorised users, as defined under the Main Agreement.
	Contact person's name:	The data exporter's contact is identified in the Main Agreement.
	Activities relevant to data transferred under these Clauses:	The activities required to perform the Main Agreement: execution of instructions of Company in accordance with the Main Agreement, continuous improvement of service features and functionalities, communication to authorized users, back up, and restoration of Personal Data stored in the Cloud Service, security, monitoring etc.
	Role:	Controller or Processor
Data importer(s)	*Identity:*	UiPath Inc. (or one of its affiliates based in a Third Country)
	Contact person's name:	privacy@uipath.com
	Activities relevant to data transferred under these Clauses:	The activities required to perform the Main Agreement: execution of instructions of the Company in accordance with the Main Agreement, continuous improvement of service features and functionalities, communication to authorized users, back up, and restoration of Personal Data stored in the Cloud Service, security, monitoring etc.
	Role:	Processor

Description of Transfer

Categories of data subjects whose personal data is transferred	Individuals whose Personal Data is provided by the Controller to the Processor by using the Cloud Services under the Main Agreement.

Categories of personal data transferred	Controller determines the categories of data for each Cloud Service used under the Main Agreement.
Sensitive data transferred	N/A, performance under the Main Agreement does not require transfer of any sensitive data.
The frequency of the transfer	Personal Data is transferred continuously during the term of the Main Agreement.
Nature of the processing	As necessary for the performance of the Main Agreement concluded between the Parties.
Purpose(s) of the data transfer and further processing	Performing the Main Agreement concluded between the Parties. The transferred data may be related but not limited to the following: a) Cloud Services – use of Personal data to provide Cloud Services which include storage, computer processing and execution of Company's instructions in accordance with the Main Agreement; b) Professional Services – the performance of professional services, as agreed under a statement of work; c) Support – solving support tickets raised by the Company when the UiPath software is not working in accordance with the documentation prescribed under the Main Agreement. This may include phone calls and performance of basic troubleshooting.
The period for which the personal data will be retained	Personal Data shall be retained for the duration of the Main Agreement and subject to Section 9.2 of the DPA.
Transfers to sub-processors	The list of Sub-processors and the processing activities performed by them is available at https://www.uipath.com/assets/downloads/subprocessors.

Competent Supervisory Authority

The supervisory authority with responsibility for ensuring compliance by the data exporter	The applicable supervisory authority is the authority in the EU Member State where the data exporter is established, or other supervisory authority with the right by operation of law to supervise compliance.

Annex II - Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data

Description of the technical and organisational measures implemented by the data importer(s)	UiPath will maintain at least the technical and organizational security measures set out in the DPA and on the Trust Portal (https://www.uipath.com/legal/trust-and-security (or successor website)). Company acknowledges and agrees that such measures are appropriate for the purposes of this DPA. Such measures do not apply if UiPath performs Professional Services on the Company's premises and UiPath is provided access to Company's systems and data. In such case, UiPath shall comply with Company's reasonable policies for the protection of data against unauthorized access.

Annex III - List of Sub-processors

The exporter(s) authorised the use of the following sub-processors:	https://www.uipath.com/assets/downloads/subprocessors

Transfers from the United Kingdom

EU SCC, completed with the details set forth under Section 1 above apply for transfers from the United Kingdom, subject to the following:

Applicable law	any references to "Directive 95/46/EC" or "Regulation (EU) 2016/679 shall be understood as references to the UK GDPR.
	any references to the "EU", "Union" and "Member State law" shall be understood as references to English law.
Competent authorities	any references to the "competent supervisory authority" and "competent courts" shall be understood as references to the relevant data protection authority and courts in England, unless the EU SCCs as implemented above cannot be used to lawfully Transfer such Data in compliance with the UK GDPR, in which event the UK SCCs will instead be incorporated by reference and form an integral part of this DPA and will apply to such Transfers. Where this is the case, the relevant Annexes or Appendices of the UK SCCs will be populated using the information contained in Section 1 above of this DPA (as applicable).
UK IDTA additional fields	Is personal data received from the Importer combined with personal data collected by the Exporter: No.
	Which Parties may end the UK IDTA: Both Parties.
	Applicable law to the IDTA: England and Wales.

Transfers from Switzerland

EU SCC, completed with the details set forth under Section 1 above apply for transfers from Switzerland, subject to the following:

Applicable law	any references to "Directive 95/46/EC" or "Regulation (EU) 2016/679 shall be understood as references to FADP.
Competent authorities	any references to the "competent supervisory authority" shall be understood as reference to "Swiss Federal Data Protection and Information Commissioner (the "FDPIC").
	any references to the competent courts or to any provisions related to contractual claims may be understood as references to the Member State, as set forth under Section 1 subject to data subjects in Switzerland having the possibility to file claims for their rights in Switzerland.