Product Specific Terms

These Product Specific Terms ("**Terms**") supplement the terms of the agreement concluded between UiPath and Company ("**Agreement**") and are applicable to purchases, renewals, and upgrades to new versions starting with 21.10 product release of the Software, subject to the licensing permissions and restrictions detailed in the Licensing Policy on the Trust Portal. For the avoidance of any doubt, these Terms do not apply to any software or services released by UiPath for community use, trial, early access, alpha, beta or preview, limited technical license or any other Software released after the Effective Date, which may be governed by specific terms of use as further detailed on the Trust Portal.

1. **Definitions.** Capitalized terms have the meanings set forth in the Agreement unless otherwise defined below

   "AI Software" means Software with one or more generative artificial intelligence ("**AI**") model or AI feature developed and packaged into it by UiPath, together with any improvements thereto, that is licensed by Company from UiPath, excluding any software, services, models or features that the Software may integrate or connect with.

   "Cloud Software" means Software provided as a service.

   "Company Data" means any data, information, and proprietary Company content created prior to or independently from any Company interaction with the Software which is imported into the Software or accessed by UiPath in connection with, or for the purpose of, provision of any Services, excluding any UiPath IP Rights.

   "**Input**" means any data, questions or information provided by the Company to the AI Software for the purpose of obtaining an Output or training an AI model.

   "**Output**" means the responses, resulting image, text, text effects, vector graphic file, audio file, video file or any other generated content, which is provided to Company within the AI Software based on the Input.

   "Personal Data" means, as applicable, (i) information related to an identified or identifiable natural person as defined by, as applicable, Regulation (EU) 2016/679 (GDPR), the California Consumer Rights Act (CCRA), the Act on the Protection of Personal Information of Japan (Act No.57 of 2003, as amended) and other applicable privacy laws ("**PII")**, (ii) protected health information, as regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) ("**PHI**"), and (iii) cardholder data ("**CHD**") and sensitive authentication data ("**SAD**"), as defined by Payment Card Industry Data Security Standard.

   "Services" means professional services specified in an Order, excluding Support.

   "Software" means software products, as defined in the Agreement, and specified in applicable Orders. AI Software, Cloud Software, Integration Services and Activities are hereinafter collectively referred to as Software.

   "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.

   "**Technology**" means each and together, the (i) Software identified in the applicable Order, (ii) materials developed by UiPath for Company, including during performance of Services, and (iii) UiPath Background IPR.

   "**Third-Party Services**" means cloud applications, cloud service endpoints, data services, software, application programing interfaces, and content of third parties which may be accessed using Integration Services or Activities.

   "Trust Portal" means the collection of documentation and policies made available and amended by UiPath from time to time at uipath.com/legal/trust-and-security (or successor website) and integrated by way of

reference in these Terms. UiPath may make changes to the Trust Portal documentation and policies but (i) no such change will result in a material adverse affirmative obligation on Company except with prior notice and mutual agreement; and (ii) to the extent of an express conflict between the terms of these Terms and the conflicting term of the Trust Portal documentation or policy, the terms of these Terms will control to the extent of such conflict.

2.   Terms for Cloud Software and AI Software

2.1.   **Data**. Company acknowledges that use of the Cloud Software and AI Software does not require any Personal Data. Company must not use PHI, CHD and SAD with Cloud Software, unless use of PHI is allowed by UiPath in the appropriate legal documentation. PII shared by Company and processed by UiPath as a processor on behalf of Company, will be governed by the privacy policy and data processing agreement available on the Trust Portal. Company agrees that, if it purchases UiPath offerings through a UiPath partner/distributor UiPath may share Company contact information with the partner/distributor and the partner/distributor may use such contact information for the purpose of promoting and selling UiPath offerings to Company.

2.2.   **AI Software Use**. In addition to the Acceptable Use provisions on the Trust Portal, Company represents that it will not use the AI Software (a) to create, train, develop or improve any other AI services, systems or models, directly or indirectly, (b) for automated decision-making or for other processes that have legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with all applicable laws, (c) for purposes or with effects that are illegal, discriminatory, harassing, bias-inducing, harmful or unethical or (d) to mislead anyone that the Output was either original, human-generated or approved or endorsed in any manner by UiPath. UiPath may suspend or terminate Company's access to the AI Software: (i) in case of non-compliance with this Agreement or the Documentation; (ii) if Customer's use or UiPath's provision of the AI Software becomes prohibited or cannot continue in a legally compliant manner; or (iii) if a third-party discontinues or changes its services that are required for the Customer to be able to use the AI Software.

2.3.   **Telemetry**. UiPath collects and processes telemetry data with respect to the Software, including: (a) operational telemetry such as network logs, error logs, server health data, and performance metrics; and (b) product-specific telemetry measuring performance, usage interactions, and patterns. UiPath may use such data to operate and maintain the Software, analyze usage, enhance functionality, improve user experience, resolve technical issues, and develop new features.

2.4.   **Support**. If Company does not have support terms for Cloud Software, the Support terms in the Agreement will be supplemented and, in case of a conflict, superseded by the provisions related to Cloud Software in the Support terms available on the Trust Portal. During the License Term, UiPath will provide Company with its standard Support plan, as part of the fees paid for the purchased Cloud Software licenses. Company may purchase additional Support plans for improved services and response times, as available on the Trust Portal. Support for Peak Software will be provided in accordance with its owns terms and conditions. Peak standard Support and additional plans are described in the Peak Support terms available here: https://support.peak.ai/support/solutions/articles/80001149234-service-level-agreement.

2.5.   **Information Security**. UiPath has implemented and will continue to maintain and enforce an information security program that includes administrative, technical and physical safeguards that are appropriate to the Software and Services provided by UiPath, as further detailed in UiPath's Information Security Exhibit available on the Trust Portal, as may be evaluated and adjusted from time to time, in light of any relevant changes in industry standards, technology and material changes to UiPath's business.

2.6. **Output**. Company acknowledges and agrees that Output may not be accurate, complete, unique, fair or correct and UiPath makes no warranty that Output does not incorporate or reflect third party content or materials. Company is solely responsible for (i) developing internal policies regarding the appropriate use of AI, (ii) providing transparency and explainability notices and obtaining all necessary consents required by applicable law, and (iii) implementing sufficient human oversight for the use of AI. UiPath disclaims all liability for Output.

2.7. **IP rights**. As between the Parties, Company acknowledges and agrees that it will exclusively own all Input and Output, within the applicable limits of the law and subject to UiPath and its licensors' IP or related rights in the AI Software, including, but not limited to, models, features, Documentation, system prompts, pre-build schemas or training data (collectively "UiPath Background IPR"). To the extent there is any UiPath Background IPR in the Company's Input or Output, Company may only use the UiPath Background IPR to the same extent as permitted under the Agreement.

2.8. **Required Third Party Terms**. AI Software may integrate or connect with third-party AI services, models or features that may require UiPath to flow down additional terms to Company, as identified on UiPath's Trust Portal or made available in the AI Software. Company is responsible for determining if and which such third-party services it will use and must comply with the respective flow-down terms. For clarity, Company may not use AI Software in a manner that violates said third party providers' terms and policies.

2.9. **IP Claim**. UiPath remains liable for any claim alleging that the use of the AI Software, during the License Term and as delivered by UiPath, infringes the third party's patent or copyright or that UiPath misappropriated the third party's trade secret, within the limits set out in the Agreement, but holds no liability for the Output.

2.10. **Warranties & Exclusions**. THE AI SOFTWARE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER UIPATH, NOR ITS AFFILIATES, LICENSORS OR THEIR PERSONNEL, MAKE ANY WARRANTY OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) AND UIPATH SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, THAT OUTPUT DATA DOES NOT INCORPORATE OR REFLECT THIRD-PARTY CONTENT OR MATERIALS, OR THE ABILITY OF THE AI SOFTWARE TO INTEGRATE OR INTEROPERATE WITH OTHER SOFTWARE OR SERVICES OR PERFORM UNINTERRUPTED OR ERROR-FREE.

3. **Third-Party Services**. Company may use Integration Services and Activities in conjunction with Third-Party Services, subject to complying with all terms and conditions enforced by third-party providers thereof, bearing the entire risk of such use. Company is responsible for determining which Third-Party Services are accessed and connected to by Company while using Integration Services or Activities, and for the use of such Third-Party Services. UiPath does not control or own any Third-Party Services, and the access to and use of such Third-Party Services, including the availability and uptimes related to such Third-Party Services, is solely determined by the relevant third parties that control the Third-Party Services. UiPath will not be liable for any downtime, discontinuation, or any other issues with, or caused by, the Third-Party Services. To access and use a Third-Party Service, the applicable third party may require that Company agree to an underlying agreement with such third party for Company to access and use the applicable Third-Party Service and such third party may require additional consents to allow Company to connect the Third-Party Service to the Software. Use of Third-Party Services distributed by UiPath will be subject to the terms and conditions set by the relevant owners, as made available on the Trust Portal.

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4. Any terms or conditions in any Order or any other related documentation submitted by or on behalf of Company to UiPath (or any other entity, such as an UiPath partner/distributor) do not form part of these Terms and are void, unless otherwise expressly agreed in writing and signed by authorized representatives of both Parties.

5. The Agreement, as amended by these Terms, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes any prior written or oral agreement between them with respect to such subject matter. Save as herein amended, all other provisions of the Agreement remain unchanged and in full force and effect. In case of conflict between the Agreement and these Terms, the latter shall prevail.