



## 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, 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 based on artificial intelligence or machine learning.

“**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.

“**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.

“**Third-Party Services**” means cloud applications, cloud service endpoints, data services, software, application programming 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](https://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 Analyses.** UiPath and its Affiliates may process data, technical information, usage, and telemetry from the Technology, to make available and provide platform features, perform its obligations under these Terms and/or the Agreement, create indices, offer Support, provide bug fixes, run systems diagnostics, and monitor error and performance.

**2.3 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.

**2.4 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.

### **3. Terms for Integration Services and Activities**

**3.1 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.

**3.2** 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.

**3.3** 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.