

Product Specific Terms

These Product Specific Terms (“**Terms**”) supplement the terms of the agreement concluded between UiPath and Customer (“**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 limited technical license, which may be governed by specific terms of use as further detailed on the Trust Portal.

1. Definitions.

1.1. **Capitalized** terms have the meanings set forth in the Agreement unless otherwise defined below:

- a. **AI Software** means Software, excluding Input and Output, which consists of a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- b. **“Cloud Software”** means Software provided by UiPath to the Customer in a hosted environment managed by UiPath.
- c. **“Customer Data”** means any data, information, and proprietary Customer content created prior to or independently from any Customer 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.
- d. **“Customer”** means the Customer and/or Partner entity that signed or is otherwise part of the Agreement.
- e. **“Input”** means any data, questions or information provided by the Customer to the AI Software for the purpose of obtaining an Output or training an AI model.
- f. **“On-Premise Software”** means Software deployed on Customer’s premises or environment.
- g. **“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 Customer within the AI Software based on the Input.
- h. **“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) including sensitive personal data, 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.
- i. **“Services”** means professional services specified in an Order, excluding Support.
- j. **“Software”** means software products, as defined in the Agreement, and specified in applicable Orders. AI Software, Cloud Software, and On-Premise Software are hereinafter collectively referred to as Software.
- k. **“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.
- l. **“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 the Software.

- m. **“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 Customer 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.
- n. **“UiPath Background IPR”** means any intellectual property rights (including all derivative works thereof) owned, created, developed, leased and/or licensed by UiPath, including without limitation (i) technology, tools, methods, algorithms, application programming interfaces, know-how and data, models, features, Documentation, system prompts, pre-build schemas or training data, (ii) techniques and skills that are specific to UiPath’s business and generic in nature with respect to any customer of UiPath, (iii) common configurations and generic templates that are not specifically related to any Customer Data or Technology provided to Customer, (iv) materials developed by UiPath for Customer during performance of Services excluding Customer Data and (v) models, features, system prompts, pre-build schemas or training data.

2. Terms for Cloud Software and AI Software.

2.1. Data.

- a. **Data Restrictions.** Customer is prohibited from transmitting, storing or processing CHD and SAD for purposes of using the Cloud and AI Software and while engaging UiPath for Support and Services delivery.
- b. **Personal Data.** PII shared by Customer and processed by UiPath as a processor on behalf of Customer will be governed by the privacy policy and data processing agreement available on the Trust Portal. PHI shared by Customer and processed by UiPath to the extent legally required will be governed by the business associate agreement executed between the Parties.
- c. **Customer Data.** UiPath may use Customer Data, including Inputs, Outputs and PII solely as necessary to provide, support and improve (including through model training) the Software and Services, as described in the Documentation, and to comply with applicable law. Customers may be able to opt out of Software improvement programs, including model training. UiPath shall not use Customer Data for the purposes of training or fine tuning any third-party machine learning or artificial intelligence models.

- 2.2. **AI Software Use.** Customer shall use the AI Software in accordance with the Agreement and the Acceptable Use Policy on the Trust Portal. Customer is responsible for using the AI Software in a legally compliant manner and for evaluating the legality and appropriateness of the Outputs. UiPath may suspend or terminate Customer’s access to the AI Software: (i) in case of non-compliance with this Agreement or the Acceptable Use Policy; (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 and usage interactions. 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.** The Support terms in the Agreement will be supplemented by the Support terms available on the Trust Portal.

- 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. This Exhibit may be adjusted from time to time to reflect relevant changes in industry standards, technology and material changes to UiPath's business.

- 2.6. Responsible AI Software.** UiPath complies with applicable laws in providing the AI Software and implements policies aligned with industry standards for the ethical and responsible provision of AI Software. UiPath may make available copies of such policies upon Customer's written request. Customer is responsible for complying with applicable laws in using the AI Software.
- 2.7. Improvements.** UiPath may, from time to time, modify, replace or introduce third-party artificial intelligence models available for use within the AI Software. Any such updates shall not materially adversely affect the core functionality of the AI Software and UiPath shall make commercially reasonable efforts to reflect the updates in the Documentation.
- 2.8. Configuration.** Customer may configure or disable third-party artificial intelligence models within the AI Software. UiPath will provide reasonable instructions in the Documentation to facilitate such configuration or disablement.
- 2.9. Output.** Customer 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. Customer 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 Outputs.
- 2.10. IP rights.** As between the Parties, Customer acknowledges and agrees that it will exclusively own all Input and Output, subject to UiPath and its licensors' IP or related rights in the AI Software and UiPath Background IPR. To the extent there is any UiPath Background IPR in the Customer's Input or Output, Customer may only use the UiPath Background IPR to the same extent as permitted under the Agreement.
- 2.11. Output Indemnification.** UiPath will defend Customer against any claim brought by a third-party unaffiliated with Customer alleging that an Output generated by the AI Software, as provided by UiPath in accordance with this Agreement and during the License Term, infringes the third party's copyright or patent, or that UiPath misappropriated the third party's trade secret through the AI Software that generated such Output ("Output IP Claim"), and will indemnify Customer against any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by UiPath), subject to the terms and limits of this Agreement. The remedies under this Section 2.11 are the sole and exclusive remedies of Customer and sole liability of UiPath with respect to an Output IP Claim.
- a. Conditions.** In addition to the conditions set out in the Agreement, UiPath's obligations under this Section 2.11 are contingent on Customer: (i) not having disabled, bypassed, or circumvented any safety features, content filters, or guardrails that are part of the AI Software and applicable to the generation of the Output; (ii) having valid and sufficient rights in all Inputs and Customer Data used with the AI Software; and (iii) promptly ceasing all use of the Output upon notice of an Output IP Claim.
- b. Exclusions.** In addition to the exclusions set out in the Agreement, UiPath will have no liability under this Section 2.11 to the extent: (i) the infringement arises from Customer Data or Input that was infringing in the form supplied by Customer; (ii) the Output was generated through any AI-model not provided by UiPath, including any Customer-supplied, fine-tuned, or third party AI model, even where UiPath permits Customer to integrate such models with the AI Software; (iii) the claim arises from Customer's modification of the Output or its combination with products, processes or materials not provided by UiPath; (iv) Customer knew or should reasonably have known that the Output was infringing, or continued to use the Output after receiving notice to cease such use; or (v) the claim alleges a violation of a third party's trademark rights arising from Customer's use of the Output in trade or commerce.
- 2.12. Required Third Party Terms.** AI Software may integrate or connect with third-party services, AI models or features which are subject to additional terms, as identified on UiPath's Trust Portal. Customer is responsible

for determining if and which such third-party services, AI models or features it will use and must comply with the respective terms.

2.13. 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.

2.14. Third-Party Services. Customer may use Software in conjunction with Third-Party Services, subject to complying with all terms and conditions enforced by third-party providers thereof and bearing the entire risk of such use. Customer is responsible for its use of such Third-Party Services, including its methods of access and connection while using Software. 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. 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. Terms applicable for WorkFusion Software

3.1. Privacy and Security

a. Sub-processors. The Sub-processors list set out in the Agreement or on the Trust Portal shall be supplemented by the addition of the following sub-processors:

Sub-processor	Purpose	Cloud Products	Location
Amazon Web Services, Inc	Infrastructure	Agents: Isaac, Edward, Kayla, Evan, Tara and Evelyn	As available here and selected by the customer
Google Inc	Infrastructure	Agents: Isaac, Edward, Kayla, Evan, Tara and Evelyn	As available here and selected by the customer
Atlassian Inc.	Processing of JIRA Support tickets	All WorkFusion products	EU North region
WorkFusion	Support ticket resolution	All WorkFusion products	India, Poland
Epam	Support ticket resolution, site reliability engineering	All WorkFusion products	Czech Republic, Ukraine, Georgia, India

b. Data Residency. Unless otherwise expressly stated in the applicable Documentation, Customer Data processed by the WorkFusion Software with a cloud deployment will be hosted in the same region or data residency option selected by Customer for the Cloud Software.

c. Security. The Information Security Exhibit referenced in the Agreement or the Trust Portal is hereby

supplemented as follows:

“WorkFusion Software are part of the UiPath family of products but may have different levels of security measures and different configurations or attestations. Unless expressly identified in the relevant certification attestation, WorkFusion Software shall not be deemed included within the scope of the Security Certifications and Attestations above. ISO/IEC 27001 certification and SOC 2 Type 2 attestation relating to WorkFusion Software shall be made available upon Customer’s request. Vendor Risk Management, Incident Management, and Business Continuity measures may vary from UiPath’s standard framework across WorkFusion Software or service offerings to reflect differences in architecture, delivery model, and operational requirements, provided that the measures applied to the applicable product or service are consistent with reasonable industry standards.”

3.2. WorkFusion Support

- a. **Applicable Support Terms.** Support services for WorkFusion Software shall be governed by the Support terms available on the Trust Portal, subject to the deviations set forth below.
- b. **Support SLAs.** By deviation of UiPath standard SLAs, the weekend Response Time SLA shall be one (1) hour for Priority 1 (P1) issues and four (4) hours for Priority 2 (P2) issues, and no weekend Response Time SLA shall apply to Priority 3 (P3) or Priority 4 (P4) issues.
- c. **Support language.** Notwithstanding anything to the contrary herein, Support for WorkFusion Software shall be provided in English only. UiPath shall have no obligation to provide local-language, regional-language, or non-English support.
- d. **Support Location.** By deviation of clause 3.3 in the Support terms, Support for WorkFusion Software will be located in one of the following countries: United States, Czechia, Poland, Ukraine, India.
- e. **Entitlements.** “Platform installation & upgrades assistance” described in the Support Plans under clause 3.1 above does not apply to the WorkFusion Software.

4. Miscellaneous.

- 4.1. **Precedence.** Any terms or conditions in any Order or any other related documentation submitted by or on behalf of Customer 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.
- 4.2. **Entire Agreement.** 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, these Terms shall prevail.