

Master License Agreement

Last Revised: **Mar 27, 2020**

This Master License Agreement (“**MLA**”) sets forth the terms and conditions upon which Automation Anywhere, Inc. (“**AAI**”) shall provide, and you (the “**Customer**”) shall obtain, either directly from AAI (a “**Direct Purchase**”) or through an AAI Authorized Representative (an “**Indirect Purchase**”), the use of AAI’s Services.

By agreeing to this MLA, by either (1) clicking a box indicating acceptance, or (2) executing an Order Form that references this MLA, Customer represents that Customer has full power, capacity and authority to accept the terms herein. If Customer is accepting the terms of this MLA on behalf of an employer or another entity, Customer represents that Customer has full legal authority to bind such employer or such other entity to this MLA. For Customers and Affiliates purchasing or participating in a Free Trial of Services in Australia, the additional terms found at <https://www.automationanywhere.com/au/master-license-agreement> shall apply to Customer's purchase or Free Trial of Services, and are hereby incorporated into this MLA. To the extent of any inconsistency between those additional terms and the terms of this MLA, the additional terms will prevail.

1. Definitions.

"**Affiliate**" means any entity not under sanctions or embargo restrictions by the U.S. Government that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means possessing, directly or indirectly, the power to direct or cause the

direction of the management, policies and operations of such entity, whether through ownership of voting securities, by contract or otherwise.

"**Authorized Representative**" means a person or entity who has entered into an agreement with AAI authorizing them to distribute or resell AAI Services to Customer.

"**Confidential Information**" has the meaning given to it in Section 4.1.

"**Documentation**" means AAI's installation guides and/or manuals, operating instructions and technical specifications necessary to enable Customer to properly install, configure and use the Services, updated from time to time, and made available through download or during installation of the Services.

"**Free Trial**" has the meaning given to it in Section 2.1.1.

"**Order Form**" means, for a Direct Purchase, an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer or any of its Affiliates and AAI, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this MLA as if it were an original party hereto.

"**Purchase Agreement**" means the agreement between Customer and Authorized Representative that describes the AAI Services to be purchased by Customer, however such agreement is titled.

"**Services**" means the software and services that are ordered by Customer from AAI under an Order Form or online purchasing portal or ordered from an Authorized Representative, or provided to Customer under a Free Trial, and made available online by AAI, including associated offline or mobile components, as described in the Documentation.

"**Term**" has the meaning given to it in Section 3.1.1.

2. Use of Services. This MLA shall govern the use of Services described in an applicable Order Form or Purchase Agreement, and any associated professional services performed by AAI and described in an applicable statement of work, signed by AAI and Customer or any of its Affiliates.

2.1. Use Rights and Obligations. For any Services provisioned to Customer under an Order Form or through a Purchase Agreement, and subject to Customer's compliance with the terms and conditions of this MLA including full payment for all purchased Services, AAI grants to Customer a limited, non-exclusive, non-transferable, personal, revocable right to access and use the Services in amounts provisioned for Customer by AAI solely for Customer's internal use in connection with Customer's ordinary

business operations, for the term described in Section 3 below. Customer agrees to operate the Services in compliance with the terms of this MLA and any applicable laws, including but not limited to the Privacy Laws (as defined in Article 11 below).

2.1.1 Free Trials/Evaluations. If Customer registers for, and AAI agrees to provide a free trial, proof of concept or any other unpaid evaluation whatsoever labeled (hereinafter, a “**Free Trial**”), AAI will make the applicable Service(s) available to Customer on a trial basis free of charge for the term described in Section 3.1.3. Customer’s Free Trial shall be subject to the terms of this MLA.

2.2. Use Restrictions. Except as otherwise provided in this MLA or as required or permitted by a law that cannot be excluded or by the terms of a third-party license, Customer shall not, and shall not permit any employees, agents, or representatives to: (a) disclose, sell, assign, lease, commercially exploit or market any part of the Services or AAI Confidential Information in any way or manner; (b) copy, modify, enhance, translate, supplement, create derivative works from, or remove any proprietary notices or labels from any part of the Services or AAI Confidential Information; (c) disassemble, decompile, reverse engineer or otherwise attempt to discover the source code, object code or underlying structure,

ideas, know-how or algorithms relevant to the Services or any AAI Confidential Information; or (d) use any Services which have not been provisioned by AAI or an Authorized Representative for Customer's use under this MLA. Except as expressly permitted in this MLA, Customer shall not cause or permit competitive analysis, benchmarking, or the use, evaluation or viewing of the Services for the purpose of testing, designing, modifying, or otherwise creating any software program, or any portion thereof, that performs functions similar to the functions performed by the Services. Any use of the Services in breach of the foregoing by Customer that reasonably threatens the security, integrity or availability of the Services, may result in AAI's immediate suspension of the Services, however AAI will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.3 Customer Responsibilities. Customer is responsible for use of the Services by all users to whom it grants its account credentials. Therefore, Customer must:

- Ensure it uses utmost discretion in granting administrator privileges.
- Ensure that its users do not share their passwords.
- Ensure and maintain security of its systems and the machines that connect to and use the Services, including

implementation of necessary patches and operating system updates.

Customer also agrees that it will not, and will not engage or authorize any third party to, perform any penetration testing of the Services without obtaining AAI's prior written permission.

2.4 Ownership; Intellectual Property Protection. Subject to the limited rights expressly granted hereunder, AAI, its Affiliates and its licensors reserve all of their right, title and interest in and to the Services, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. The placement of a copyright notice on any part of the Services or AAI Confidential Information will not constitute publication or the permission to publish or otherwise impair the confidential or trade secret nature of the Services or AAI Confidential Information.

3. Term and Termination.

3.1 Term.

3.1.1 Term of MLA. This MLA commences on the date Customer accepts it and continues until all subscriptions and/or free trials hereunder have expired or have been terminated (the "*Term*").

3.1.2 Term of Purchased Services. The term of each subscription for purchased Services shall begin on the date AAI makes the Services available to Customer and shall extend for the period as specified in the applicable Order Form or Purchase Agreement. For Direct Purchases, except as otherwise specified in an Order Form, or unless either party gives the other written notice of its intent not to renew at least sixty (60) days before the end of the relevant subscription term, Customer's payment for a renewed subscription will extend the subscription term for an additional period equal to the expiring subscription term or one year (whichever is shorter). For Direct Purchases, except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at AAI's applicable list price in effect at the time of the applicable renewal.

3.1.3 Term of Free Trials. The term of each Free Trial shall extend until (a) the expiry of the license keys issued, or online access granted in respect of such Free Trial, or (b) the start date of any purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by AAI in its sole discretion.

3.2 Termination. This MLA may be terminated: (a) by a party immediately by written notice upon the occurrence of either of the following events: (i) if the other party ceases to do business; or (ii) if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust, deed, creditor's arrangement, or comparable proceeding, or if any such proceeding is instituted against the other party and not dismissed within sixty (60) days (provided that in either case, only the party not experiencing the event(s) may elect to terminate) except that if Customer is purchasing Services in France, this MLA may be terminated if the other party becomes insolvent or seeks protection under bankruptcy proceeding solely in compliance with applicable French bankruptcy legislation; and (b) by the non-breaching party immediately upon written notice if the other party materially breaches any of its obligations under this MLA, including failure to timely pay fees, and fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching party.

3.3 Effect of Termination. Upon termination or expiration of this MLA, Customer will cease all use of all Services provided hereunder and return, or destroy upon AAI's request, all copies of any part of the Services then in Customer's possession or under Customer's control. The terms in Sections 2.2, 2.4, 3.3, 4, 5, 9-11, 13-15, and 17-19 will survive any termination or expiration of this MLA.

4. Confidentiality.

4.1 Confidential Information. As used herein, “**Confidential Information**” shall mean any non-public, confidential or proprietary information, including trade secrets, of a party hereto disclosed to the other party hereto, which (a) is marked as confidential or proprietary; (b) by its nature is normally and reasonably considered confidential.

4.2. Exclusions. Confidential Information shall not include information that: (a) is or becomes known or available to the public, other than through a breach of an obligation hereunder by the receiving party; (b) is lawfully acquired by the receiving party from a third party without breach of a confidentiality restriction; (c) the receiving party can demonstrate by written proof was (i) already in its possession at the time it was disclosed hereunder by the disclosing party or (ii) was independently developed by the receiving party without use of the disclosing party’s Confidential Information; or (d) has been approved for disclosure by the disclosing party.

4.3. Confidentiality Obligations. The receiving party will hold and maintain the disclosing party’s Confidential Information in confidence, exercising at least the same degree of care as the receiving party customarily exercises to protect its own proprietary information, but in no event with less than reasonable care. The

receiving party will not, without the disclosing's party prior written consent: (a) disclose any portion of the Confidential Information to any person or entity other than its and its Affiliates' directors, officers, employees, agents or consultants who reasonably need access to the Confidential Information to fulfill the permitted uses described herein and who are bound to protect the Confidential Information on terms substantially similar to those in this MLA; or (b) use Confidential Information except as permitted in this MLA. Notwithstanding the foregoing, the receiving party may produce or disclose Confidential Information as required pursuant to applicable laws, regulations or court order, provided that it first gives the disclosing party notice of the request, if permitted, such that the disclosing party has an opportunity to defend, limit or protect such production or disclosure.

5. Fees and Payment (for Direct Purchases only).

5.1 Subscription Fees. The subscription fee and any other fees due for the Services will be reflected in the Order Form. An Order Form constitutes a legally binding commitment to purchase, and the relevant fees are due and non-refundable (except where expressly set out otherwise in this MLA) even if this MLA expires or is terminated earlier than the expiration of the relevant subscription term reflected in the Order Form. In the event Customer's Affiliates wish to execute Order Forms directly with AAI, they must execute AAI's standard affiliate agreement directly with AAI, binding themselves to the terms of this MLA. Customer acknowledges that

AAI may change its fees for Services at any time, provided that, any such change shall not affect the Customer's then-current fees until the end of the subscription term set forth in the applicable Order Form.

5.2 Services Changes. If Customer's use of the Services exceeds a Services capacity as set forth in the Order Form, then AAI reserves the right to bill for such increased usage at AAI's then-current applicable list prices, if applicable, and Customer agrees to pay the additional fees in the manner provided herein, subject to any additional remedies AAI might have.

5.3 Payment Terms. Unless otherwise stated on an applicable Order Form, all invoices are payable in US Dollars within thirty (30) days after the receipt of the relevant invoice. All prices are exclusive of all taxes, duties or other government fees of any kind, except for taxes imposed on AAI's income by the taxing authority in AAI's home jurisdiction, and Customer shall pay AAI such additional amount as shall cause the net amount of the aggregate payment to AAI, after giving effect to any taxes required to be collected or deducted by AAI, to equal the amount of the payment otherwise due to AAI under this MLA. AAI may impose interest on late payments at the lower of 1.5% per month or the maximum rate allowable by applicable law. Customer shall pay all of AAI's reasonable fees, costs and expenses (including reasonable attorney's fees) if any action including legal action is required to

collect outstanding undisputed balances.

5.4 Suspension of Services. If any fees owed by Customer under this MLA are thirty (30) days or more overdue, AAI may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. AAI will not suspend the Services if Customer is disputing the applicable fees reasonably and in good faith and is cooperating diligently to resolve the dispute.

6. Indemnification.

6.1 Indemnification by AAI: AAI will defend, indemnify and hold Customer harmless from any damages or losses that it may incur by reason of or arising out of any third-party claim that any part of the Services infringes any patent or copyright or misappropriates any trade secret. In any action based on a claim of infringement, AAI may, at its sole option and expense: (a) procure for Customer the right to continue using the applicable Services under the terms of this MLA; (b) replace or modify the affected portion of the Services with a replacement or modification that permits the Services to function in substantially equivalent form as with the infringing portion of the Services; or (c) if options (a) and (b) above are not reasonably commercially available or practicable, then AAI may terminate Customer's rights and AAI's obligations hereunder with respect to the affected portion of the Services, in which case AAI will refund a pro rata portion of any prepaid fees (through the Authorized Representative in the case of an Indirect Purchase) for

such affected portion of the Services equal to the period of time from the date of termination to the end of the then-current subscription term.

6.2 Indemnification by Customer: Customer will defend, indemnify, and hold AAI harmless from any damages or losses that it may incur by reason of or arising out of any third-party claim which relates to, or arises out of, directly or indirectly, Customer's use of the Services in violation of any applicable laws, regulations or policies, or agreements with (or terms of use imposed by) third parties.

6.3 Indemnification Procedures. Each party's ("**Indemnifying Party**") indemnification obligations under this Article 6 are conditioned upon the other party ("**Indemnified Party**"):

- (a) promptly notifying the Indemnifying Party in writing of the claim;
- (b) granting the Indemnifying Party sole control of the defense and settlement of the claim, provided that the Indemnified Party shall have the right to reject any settlement that requires it to admit wrongdoing or liability; and
- (c) providing the Indemnifying Party with all assistance (at the Indemnifying Party's expense), information, and authority reasonably required for the defense and settlement of the claim.

6.4 Indemnity Exclusions. AAI will have no liability for any claim described in Section 6.1 to the extent that it would not have

occurred but for: (a) modifications to the Services made by Customer or a party acting on Customer's behalf (other than modifications made at AAI's written direction); (b) the combination, operation or use of the Services with equipment, devices, software or data not supplied by AAI (including, without limitation, using the Services to automate AAI-selected software or processes); (c) Customer's failure to use updated or modified forms of the Services provided by AAI; (d) Customer's use of the Services other than in accordance with this MLA; or (e) compliance by AAI with designs, plans or specifications furnished by or on behalf of Customer.

6.5 THE PROVISIONS OF THIS ARTICLE 6 SET FORTH AAI'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

7. Warranty.

7.1 Services Warranty. AAI warrants to Customer that during the first thirty (30) days following the time that AAI first provides Customer with access to the Services (the "**Warranty Period**"), the Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Services that have been used in a manner other than as set forth in the Documentation and authorized under this MLA, to the extent such improper use causes the Services to be nonconforming. AAI does not warrant that the Services will operate in the combinations

that Customer may select for use, or that the use or availability of the Services will be uninterrupted or error-free, or that all errors in the Services will be corrected. Any claim submitted under this Section 7.1 must be submitted in writing to AAI during the Warranty Period. AAI's entire liability for any breach of the foregoing warranty is to repair, replace or find a workaround for any nonconforming portion of the Services so that the affected Services operate as warranted or, if AAI is unable to repair, replace or put in place a workaround, AAI may terminate the subscription for such Services and issue a refund of any prepaid fees for such Services. In the event that Customer purchases professional services from AAI under this MLA, AAI warrants to Customer that any such professional services provided hereunder shall be professional, workmanlike and performed in a manner conforming to the generally accepted industry standards and practices for similar services. Customer's sole and exclusive remedy for any nonconforming professional services under this warranty shall be for AAI to re-perform the nonconforming services or, at AAI's sole election, to refund the applicable services fees, but subject to Customer informing AAI of any such nonconformity within thirty days from the date of performance of the nonconforming service.

7.2 Malicious Code Warranty. AAI warrants to Customer that: (a) AAI applies industry standard tools to identify and eliminate viruses and other malware prior to delivering the Services; and (b) to AAI's knowledge, the Services delivered hereunder shall be free of: (i)

functions or routines that are designed to surreptitiously delete or corrupt data in such a manner as to interfere with the normal operation of the Service, (ii) undisclosed "Time Bombs," time-out or deactivation functions or other means designed to terminate the operation of the Services (other than at the direction of the user); (iii) "Back Doors" or other means designed to allow remote access and/or control a Customer's networks; and (iv) any codes or keys designed to have the effect of disabling or otherwise shutting down all or any portion of the Services or limiting its functionality.

Notwithstanding the foregoing, AAI acknowledges that the Services may utilize a mechanism which limits the use of the Services to the purchased scope and subscription term and is designed to expire automatically at or after the end of the purchased subscription term, at which point the Services will no longer function.

7.3 OTHER THAN THE EXPRESS WARRANTIES MADE BY AAI HEREIN, THE PARTIES ACKNOWLEDGE THAT THE SERVICES PROVIDED TO CUSTOMER PURSUANT TO AND FOR THE PURPOSES OF THIS MLA ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY WHATSOEVER. AAI DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS. NO AAI AGENT OR EMPLOYEE

IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. TO THE EXTENT THE LAWS OF CUSTOMER'S JURISDICTION DO NOT PERMIT SUCH DISCLAIMER WITH RESPECT TO THE SERVICES AS PURCHASED HEREUNDER, AAI PROVIDES ONLY THE MINIMUM LAWFUL WARRANTY BEYOND THAT WARRANTY EXPRESSLY MADE ABOVE AND DISCLAIMS ALL WARRANTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES ARE NOT DESIGNED OR INTENDED FOR USE WITH, AND SHOULD NOT BE USED IN CONNECTION WITH, HAZARDOUS APPLICATIONS, SUCH AS OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT, WEAPONS, AIRCRAFT NAVIGATION OR COMMUNICATION, AND/OR PROCESS CONTROL THAT COULD RESULT IN DEATH, INJURY OR ENVIRONMENTAL IMPACT. THE PARTIES ACKNOWLEDGE THAT THE DISCLAIMERS IN THIS SECTION ARE A MATERIAL PART OF THIS MLA, AND AAI WOULD NOT HAVE ENTERED INTO THIS MLA BUT FOR SUCH DISCLAIMERS.

7.4 The warranties set forth in Section 7.1 above apply to purchased Services only and shall not apply to Free Trials.

8. Support.

8.1 Direct Purchase Services. During the Term and subject to Customer's compliance with the terms and conditions of this MLA including full payment for the Services, AAI will provide support for

purchased Services in accordance with its then-current support policy as more fully described at <https://www.automationanywhere.com/technical-support-terms>.

8.2 Indirect Purchase Services. Support for Customer's Services will be provided by the respective Authorized Representative under the terms of the applicable Purchase Agreement.

8.3 Free Trials. Support is not provided for Free Trials.

9. Audit. Upon reasonable notice, AAI shall have the right to audit Customer's compliance with the use of the Services under this MLA.

10. LIMITATION OF LIABILITY.

10.1 Limitation of Liability. SUBJECT TO THE EXCLUSIONS LISTED BELOW, NEITHER PARTY SHALL BE LIABLE FOR AGGREGATE DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER UNDER THIS MLA AND/OR UNDER THE PURCHASE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. FOR FREE TRIALS, NEITHER PARTY'S AGGREGATE LIABILITY SHALL EXCEED ONE HUNDRED DOLLARS (\$100.00).

10.2. Limitation of Liability Exclusions. The limitations of liability set forth in Section 10.1 above do not apply to: (a) damages related to claims that are the subject of indemnification under this MLA, (b) claims based on either party's breach of its obligations set forth in

Article 4 (Confidentiality), (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property, and (d) Customer's payment obligations.

10.3 Limitation on Indirect Damages. NEITHER PARTY SHALL BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF PROCUREMENT OF SUBSTITUTE SERVICES AND LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

10.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

11. Data Privacy.

11.1. Privacy Laws. For the purposes of this MLA, "**Privacy Laws**" means all state, federal, and international laws and regulations, including (without limitation): the California Consumer Protection Act of 2018 ("**CCPA**"), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations and the Health Information Technology for Economic and Clinical Health Act (HITECH) and its implementing regulations (collectively, the "**HIPAA Rules**"); the Personal Information

Protection Act of the Republic of Korea (“**PIPA**”) and the Enforcement Decree of PIPA; the laws and regulations of Australia and its States and Territories with respect to privacy and the protection of personal information, including (without limitation) the Australian Privacy Act 1988 (Cth) (“**Australian Privacy Act**”) and Australian Privacy Principles under the Australian Privacy Act; and laws and regulations of the European Union, the European Economic Area, their member states and the United Kingdom, related to data privacy, including (without limitation) the EU General Data Protection Regulation (2016/679) (“**GDPR**”) and any applicable national implementing laws. The terms “**Personal Data**,” “**Special Categories of Personal Data**,” “**Data Subject(s)**,” and “**Controller**” as used in this MLA shall have the meanings given to them in the GDPR, however where the applicable Privacy Laws are the laws of Australia or an Australian State or Territory, the term “**Personal Data**” also includes anything defined as "personal information" under the Australian Privacy Act or an equivalent term under the applicable Privacy Laws, and the term “**Data Subject(s)**” also includes an identified or identifiable natural person or individual as defined by or referred to in the applicable Privacy Laws. The terms “**Protected Health Information**,” “**Covered Entity**,” and “**Business Associate**” as used in this MLA shall have the meaning given to it in the HIPAA Rules.

11.2. Roles of the Parties. The parties acknowledge and agree that (i) with respect to Customer’s Personal Data and/or Special

Categories of Personal Data processed by AAI for the provision of Services under this MLA, AAI shall be a Processor (or a 'service provider' for purposes of CCPA) (and where the applicable Privacy Laws are the laws of Australia or an Australian State or Territory, AAI shall receive and process such Personal Data in its capacity as a service provider to Customer in its provision of the Services) and Customer shall be a Controller (or a 'business' for purposes of CCPA), and (ii) with respect to any other Personal Data and/or Special Categories of Personal Data including (without limitation) such data processed for the AAI Research Purpose as defined below in Section 11.4, each party shall be a separate Controller (or a 'business' for purposes of CCPA) and each party shall be responsible for its compliance with the applicable Privacy Laws with respect to the Customer Personal Data and/or Special Categories of Personal Data.

11.3. Customer Obligations. Notwithstanding any provision to the contrary herein, with respect to any Personal Data and/or Special Categories of Personal Data, Customer represents and warrants that: (i) the Personal Data and/or Special Categories of Personal Data have been collected in strict compliance with the applicable Privacy Laws; (ii) it has properly notified, and will continue to properly notify on not less than an annual basis, Data Subjects concerned of all matters required to be notified by Customer and AAI under the applicable Privacy Laws including that their Personal Data and/or Special Categories of Personal Data will be transferred

to third parties including AAI, and will be processed for the purposes set forth in this MLA (including, without limitation, the AAI Research Purpose); and (iii) Customer has all necessary rights and has procured any consents and authorizations required by law to transfer any Personal Data and/or Special Categories of Personal Data to AAI for the purposes set out in this MLA and such transfer of the Personal Data and/or Special Categories of Personal Data and processing by AAI is and shall be in compliance with the Privacy Laws. Customer shall provide AAI with evidence to demonstrate it has such rights to transfer Personal Data and/or Special Categories of Personal Data to AAI on request by AAI. To the extent AAI is acting as a Processor under this MLA (a) Customer further represents and warrants that it has a lawful basis for processing (and instructing AAI to process) Personal Data and/or Special Categories of Personal Data as set forth in this MLA, and (b) Customer and AAI acknowledge and agree that the terms set forth in the Data Processing Agreement at <https://www.automationanywhere.com/support/DPA.pdf>: (i) shall apply with respect to AAI's processing of Personal Data and/or Special Categories of Personal Data on Customer's behalf, and (ii) are hereby incorporated into this MLA by reference.

Customer represents and warrants that it has all necessary rights and permissions to provide to AAI any electronic documents, images and emails uploaded to the Services which may contain Protected Health Information, Personal Data, and Special

Categories of Personal Data, and Customer agrees that it shall have sole responsibility for the accuracy, quality, integrity, and legality of all such information. Customer further agrees that AAI may use such information and any other information and derived AI models or labels defined by Customer through its use of the Services, to enhance, research and analyze AAI's service offerings and models (the "**AAI Research Purpose**") and to develop new offerings and models, including as further described in AAI's Privacy Policy at <https://www.automationanywhere.com/privacy>. Customer also agrees that AAI will retain Protected Health Information, Personal Data, and Special Categories of Personal Data for only those periods described in AAI's Privacy Policy and, will routinely destroy such information and that AAI shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of any Protected Health Information, Personal Data, or Special Categories of Personal Data.

11.5. Data Subject Rights. AAI shall inform Customer about any request by a Data Subject to exercise his or her rights pursuant to the Privacy Laws in relation to any Customer Protected Health Information, Personal Data, or Special Categories of Personal Data ("**Data Subject Request**"). Customer shall use its commercially reasonable efforts to assist AAI in responding to a Data Subject Request as directed by AAI including the provision of additional data as required by AAI to identify Protected Health Information, Personal Data, or Special Categories of Personal Data processed

by AAI relating to the Data Subject.

11.6. International Transfers. Subject to the terms of this MLA, AAI makes the following transfer mechanisms available, in corresponding order of precedence, to any transfer of Personal Data or Special Categories of Personal Data pursuant to this MLA from the European Union, the European Economic Area, their Member States and the United Kingdom and Switzerland to countries which are not deemed to ensure an adequate level of data protection within the meaning of the Privacy Laws, to the extent such transfers are subject to such Privacy Laws: (i) AAI's EU - U.S. and Swiss - U.S. Privacy Shield Framework self-certifications, and (ii) where AAI is a Controller, the Standard Contractual Clauses for the transfer of Personal Data or Special Categories of Personal Data from the European Economic Area to third countries (controller to controller transfers), approved by the European Commission in Decision 2004/915/EC, dated 27 December 2004, and where AAI is a Processor, the Standard Contractual Clauses for the transfer of Personal Data or Special Categories of Personal Data from the European Economic Area to third countries (controller to processor transfers), approved by the European Commission in Decision 2010/87/EU, dated 5 February 2010.

11.7. Business Associate Agreement. If Customer is a Covered Entity or a Business Associate and the Personal Data or Special

Categories of Personal Data include Protected Health Information, Customer shall not transfer or otherwise disclose to AAI any such Personal Health Information prior to the effectiveness of an applicable written Business Associate Agreement (“**BAA**”), in form and substance, accepted in writing by AAI in its discretion. If Customer is a Covered Entity and the Personal Data or Special Categories of Personal Data include Protected Health Information, please refer to the BAA available here, <https://www.automationanywhere.com/support/CoveredEntityBAA.pdf>, which is incorporated into this MLA by reference. If Customer is a Business Associate, and the Personal Data or Special Categories of Personal Data include Protected Health Information, please refer to the BAA available here, <https://www.automationanywhere.com/support/Sub-ContractorBAA.pdf>, which is incorporated into this MLA by reference.

12. Updates. From time to time, AAI may update the Services to introduce or include new features, versions, or functionality. To the extent an update requires additions or modifications to the terms of this MLA, AAI will notify Customer accordingly.
It is Customer’s responsibility to keep application up to date.
13. Monitoring. AAI may collect technical data and use information, such as how the Services are performing, access information, click actions, runtime behavior, settings and user

information including (without limitation) IP address, when monitoring Customer's use of the Services in compliance with AAI's Privacy Policy and the Privacy Laws. Although AAI is not obligated to monitor Customer's use of the Services, Customer hereby authorizes AAI to do so. AAI may prohibit any use of the Services it reasonably believes may be (or is alleged to be) in violation of the terms of this MLA or any applicable laws (including Privacy Laws).

14. Export Compliance and Foreign Reshipment

Liability. Customer will not export, or re-export, either directly or indirectly, any Services, hardware, or technical information, or portions thereof, if provided, without first obtaining written permission from AAI and any and all necessary licenses from the United States government and any other applicable government. Customer will be deemed to be the importer of record of any Services provided to Customer outside of the U.S., and will be responsible for any related import filings, requirements, documentation, fees, taxes, duties, or other compliance obligations imposed by the applicable destination country or jurisdiction.

15. Force Majeure. Each party shall be relieved of its obligations under this MLA, and neither party shall be liable to the other party under this MLA, for any liability, loss, damage, fine, penalty, sanction, cost or expense incurred by a party as a result of any event or condition that directly or indirectly prevents the party from performing an obligation hereunder, is beyond the reasonable

control of the party, and could not, by the exercise of due diligence, have been avoided in whole or in part by the party, including, without limitation: any act of God, natural disaster, pandemics, epidemics, war, riot, blockade, insurrection, terrorism, sabotage, denial of service attacks (including, but not limited to, state or nation-sponsored denial of service attacks), virus or hacking attacks for which there is no commercially reasonable, known solution (including, but not limited to, intentional/targeted hacking by or on behalf of nation states), acts of public enemies, civil disturbances or general restraint or arrest of government and people, boycott, strike (including a general strike), lockout, failure in electrical power or telecommunication services, or other similar industrial disturbance.

16. U.S. Government. Any software incorporated in the Services and its accompanying Documentation are “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212, and may only be provided to or obtained by the United States government (1) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (2) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227-7201.1 and 227.7202-3. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this MLA specifically granting those rights.

17. Third-Party Software. The AAI software incorporated in the Services contains and is distributed with open source software that is covered by a different license. AAI's obligations set forth in this MLA do not extend to any such open source software. Customer agrees that all such open source software shall be and shall remain subject to the terms and conditions under which it is provided. Any such open source software, and the notices, license terms and disclaimers applicable to such open source software shall be identified to Customer from time to time in writing (email or a notice visible within the software to suffice).

18. General Provisions.

18.1 Governing Law. This MLA is governed by the laws of the State of California, without regard to its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this MLA. The parties submit to exclusive jurisdiction and venue in an appropriate court sitting in Santa Clara County, California, USA.

18.2 Notices. All notices related to this MLA shall be made in writing in English and shall be effective upon (a) personal delivery, (b) the second business day after mailing (or, if posted internationally, the fifth business day after mailing), and (c) the day of emailing (provided that notices of termination and indemnifiable claims shall also be sent by the processes described in (a) and (b) in addition to

email). Notices sent to AAI shall be addressed to: 633 River Oaks Parkway, San Jose, CA 95134 U.S.A., ATTN: General Counsel, and/or emailed to: legalnotices@automationanywhere.com. Notices sent to Customer shall be sent to the Customer address on the applicable Order Form, unless Customer has notified AAI of another address in accordance with this Section. Any notice given in conformance with this Section shall be effective upon actual delivery or refusal of delivery.

18.3 Assignment. Neither party may assign this MLA or any right or obligation hereunder without the other party's prior written consent; provided, however that AAI may assign this MLA to a subsidiary or Affiliate or a successor in interest in case of a merger or acquisition of AAI or in case of a transfer of all or substantially all of its assets, or the assets of a major division, to another entity. This MLA will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18.4 Third-Party Beneficiaries/Independent Contractors. No person or entity other than the parties hereto will have any right to enforce or seek enforcement of this MLA. There are no third-party beneficiaries to this MLA. Each party will perform its obligations hereunder as an independent contractor and not as an agent or representative of the other party. Nothing in this MLA will be deemed or construed as creating a partnership, joint venture, or any similar relationship between the parties.

18.5 Entire Agreement/Order of Precedence. This MLA, together with applicable Order Forms, the documents linked hereto and any exhibit(s) (as applicable) referenced herein, constitutes the entire understanding between Customer and AAI with respect to the subject matter hereof. No terms or conditions set forth in any purchase order or other document provided by Customer to AAI shall be part of any agreement between AAI and Customer unless specifically accepted by AAI in writing. In the event of a conflict between the terms of this MLA and the terms of an Order Form, a document linked hereto or any exhibit(s) (as applicable) referenced herein, the terms of this MLA shall take precedence and control unless the Order Form or other document explicitly references and overrides a provision of this MLA.

18.6 Modification/Waiver/Severability. No modification of this MLA will be binding, unless in writing and signed by an authorized representative of each party. Any express waiver or failure to exercise promptly any right under this MLA will not create a continuing waiver or any expectation of non-enforcement. If any provision of this MLA shall for any reason be held illegal or unenforceable, such provision shall be deemed severable from the remaining provisions of this MLA and shall in no way affect or impair the validity or enforceability of the remaining provisions of this MLA, unless such omission would frustrate the intent of the

parties, in which case this MLA may be reformed to give effect to the other provisions hereof.

19. South Korean-specific Provisions. For Customers or Affiliates located in the Republic of Korea, the following provisions apply and prevail to the extent of any inconsistency over the remaining Sections of this MLA:

19.1 General Provisions. Section 18.1 is deleted in its entirety and replaced with the following:

18.1 Governing Law. This MLA is governed by the laws of the State of California, without regard to its conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this MLA. As for any disputes arising out of and/or from the MLA, the parties shall agree on the competent jurisdiction; provided that if the parties cannot reach an agreement on a competent jurisdiction, the parties shall comply with Korean Civil Procedure Law for this limited purpose. This MLA is effective as of June 27, 2020, and replaces and supersedes the MLA effective as of October 1, 2019.