KDDI America UiPath Software and
Services Agreement

This KDDI America UiPath Software & Services Agreement (the "Agreement") is concluded between KDDI America, Inc. ("KDDIA") and the Customer as defined below (each a **Party and together the "Parties"**) as of the date (i) the last Party signs the Agreement or (ii) the Customer is deemed to have otherwise accepted the terms of the Agreement, including but not limited to downloading and/or accessing the Products or PS (the "Effective Date"). By registering or accepting this Agreement with an e-mail address pertaining to an entity, you hereby acknowledge and represent that you have the capacity to represent such entity, who is herein deemed the Customer.

1. **DEFINED TERMS.** Terms used with capital letters have the meaning prescribed below.

    "Agreement" means this KDDI America UiPath Software and Services Agreement and any other document referenced herein.

    "Authorized Users" means either Party's employees, representatives and contractors.

    "Customer" means the entity signing or otherwise accepting this Agreement.

    "Customer Data" means data, information, and other type of Customer content imported into the Technology or provided by the Customer for the purpose of provision of PS, excluding any KDDIA IP Rights.

    "Fee(s)" means the fees payable by Customer for the license to use the Technology or for provisioning of the PS and any expenses incurred in the performance of PS, all as set in the applicable Order.

    "IP Rights" means patents, right to patent and file for patent, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software and in databases, content, machine learning models or similar, know-how, look and feel, and any other intellectual property rights or rights of a similar nature, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of such rights, as well as the rights to claim priority therefrom, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

    "License Term" means the term specified in an Order, subject to any termination related terms therein.

    "Manuals" means the official Product guides available on https://docs.uipath.com/ (or successor website except for any marketing, promotional or publicity materials).

    "Order" means KDDIA's order form accepted by KDDIA and which contains all of the applicable terms and conditions and any details requested by KDDIA, but excluding any and all terms and conditions therein which were added unilaterally by the Customer.

    "PII" means any information related to an identified or identifiable natural person, including any sensitive data, as defined by Regulation (EU) 2016/679 (GDPR) and other applicable privacy laws, and "**PHI**" means information about health status, provision or payment of healthcare, which can be linked to an individual (as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

    "Products" means software, with any and all additional versions, updates, enhancements, developments, modifications, derivative works, scripts, connectors, plugins, SDKs, APIs, or extensions thereof, and the underlying Manuals, including any **hosted service** provided by KDDIA, subject to the available licensing models (**Licensing Models**);

    "PS" means the professional services specified in an Order, excluding support services and any additional assistance provided by KDDIA at its sole discretion.

    "Technology" means (i). Products and (ii). materials developed by KDDIA for Customer, during its performance of the PS, as required and identified in any applicable Order.

2. **Agreement Governance**

2.1. This Agreement applies to KDDIA's Products and PS. Use of Products or access to PS which are not contemplated at the Effective Date may be subject to additional terms and conditions. In such cases, Customer's use of such Products or access to such PS shall be deem acceptance of such additional terms and conditions, as provided by KDDIA within the Products.

2.2. Notwithstanding anything contained herein to the contrary, any technology used or any Service provided to and/or accessed by Customer, without an underlying agreement or Order, will nevertheless be deemed subject to the terms and conditions in this Agreement. The Parties' failure to conclude any Order for any Product or Service shall trigger Customer's immediate obligation to return to KDDIA the underlying Technology and stop any use thereof. KDDIA hereby expressly disclaims any and all liability which may arise from Customer's use of such Technology or access to such Service.

2.3. Support services and service levels apply to Products during the License Term as provided in the Support Terms available at https://www.uipath.com/hubfs/legalspot/UiPath_Support_Terms.pdf (or successor website).

3. LICENSE AND IP RIGHTS

3.1. License. Subject to Customer paying the associated Fees, KDDIA grants the Customer, upon delivery and during the License Term, a limited and non-exclusive, non-sublicenseable, non-transferable right to use the Technology specified in the applicable Order, solely for their internal business purposes and in accordance with the Licensing Models.

3.2. Non-Reference. Customer hereby acknowledges and agrees that all Orders are subject to this Agreement, irrespective if a reference to this Agreement is made or not.

3.3. Additional Assistance. KDDIA may provide Customer additional assistance which may consist of certain integrations, code, patches, materials, data, know-how, workflows or similar, for which Customer is granted a limited, non-exclusive license to use during the License Term. This assistance does not include support services and it may be provided only at KDDIA's sole discretion.

3.4. IP Rights. This Agreement does not grant either Party any rights, implied or otherwise, to the other Party's IP Rights. Subject to any third-party right, KDDIA and its Affiliates and their licensors own and retain all IP Rights to the Technology and Customer owns all Customer Data and each Party to their respective pre-existing tools, software, databases, methodologies and documents. Subject to any confidentiality obligations, nothing prohibits KDDIA to independently acquire, license, or develop, any IP Rights and technology performing similar functions as the software or workflows developed by/for the Customer. Customer hereby expressly assigns to KDDIA any and all IP Rights over any feedback it might provide.

4. PAYMENT TERMS

4.1. Applicability. These Payment Terms apply only if Customer orders the Products or PS directly from KDDIA. Invoices will be delivered only electronically and are payable within 30 days thereof.

4.2. Payment. All Fees are non-cancellable and, save as otherwise provided in this Agreement, non-refundable. Customer will pay all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by KDDIA in connection with providing the PS. Except as otherwise provided herein, such expenses will be charged at cost and invoiced together with the PS or separately in KDDIA's sole discretion.

4.3. Failure to Pay. Overdue Fees may carry an interest at a monthly rate of the lesser of 1% per month, or the maximum rate permitted by applicable law. If Customer fails to pay within 60 days from the invoice date, KDDIA may suspend or terminate the applicable Order by written notice. Any Fees unpaid as of the date of termination or expiration of this Agreement will be immediately due and payable.

4.4. Payment Disputes. Customer will pay any undisputed amounts in the invoice. Within 15 days from the invoice date Customer must report any alleged errors to KDDIA in writing; otherwise, Customer shall be deemed to have waived any and all claims related to the alleged disputed amounts in the particular invoice. The Parties will work to settle any and all disputes amicably within 30 days therefrom.

4.5. Taxes. Prices are exclusive of any taxes. Unless Customer provides KDDIA a valid signed tax exemption or equivalent certificate in any jurisdiction where such certificates are available, Customer agrees to pay any and all applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or similar amounts ("Transaction Tax") that are owed under this Agreement and/or any applicable Order, and which KDDIA is permitted to collect from Customer under applicable law. KDDIA will exempt Customer from paying the Transaction Tax only when KDDIA receives a valid exemption or similar certificate and only after KDDIA receives said valid exemption or similar certificate. All payments will be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or because of any taxes, levies,

imports, duties, charge, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal, or other authority as required by law.

4.6. **Changes.** KDDIA is free to establish the Fees at its own discretion. KDDIA will not change the Fees applicable to an Order already accepted by it. KDDIA will notify Customer of any change in Fees within 60 days before the expiry of the applicable License Term. In the absence of an opposition from Customer within 15 days from the notice date, the newly proposed Fees will automatically apply.

5. DATA

5.1. **Data Collection.** Each Party may collect, store and use PII of the other Party's personnel necessary for this Agreement by complying with the applicable privacy laws. UiPath or its Affiliates may also collect and analyze diagnostic, technical, error reports, crash dumps, usage and other telemetry data from Customer's devices and Customer grants them a worldwide, transferable, royalty-free right to access, use and process such data for the purpose of providing and updating the Technology or PS, offering support and addressing technical issues, and as required by law or as reasonably provided in the Privacy Policy available on UiPath website (or successor). Customer will inform its own personnel for the processing of their PII in accordance with the applicable laws. UiPath processes PII as described in its Privacy Policy available on its website.

5.2. **Use of Data.** Use of Technology or PS does not require PII and UiPath accepts no liability thereof. However, if Customer uses Products lawfully on UiPath servers/cloud, PII may be transferred to UiPath, who will be considered a processor on behalf of the Customer and the data processing agreement available here https://www.uipath.com/hubfs/legalspot/DPA_Cloud.pdf (or successor website) will apply from the moment of the transfer. Customer must not use PHI on UiPath servers/cloud. If provision of PS is rendered impossible, based on lack of PII, then the Customer will notify KDDIA and the Parties will discuss and negotiate a data processing agreement.

6. CLAIMS

6.1. **KDDIA Obligations.** KDDIA will defend at its expense, any third-party claim, action, or legal proceeding against Customer during the License Term, alleging that the Technology, as delivered by KDDIA, infringes the third party's patent, copyright or trademark, or that KDDIA misappropriated the third party's trade secret.

6.2. **Customer Obligations.** Customer will defend at its expense, any third-party claim, action, or legal proceeding against KDDIA arising out of, or in connection with, Customer's negligence, gross negligence and/or willful misconduct or omission, Customer Data and Customer's use of the Technology and Services in violation of this Agreement.

6.3. **Conditions.** The obligations to defend are contingent on the Party seeking the defense to (i) promptly notify the other of any claim in writing; (ii) cooperate with the other in the defense of the claim; (iii) grant the other sole control of the defense or settlement of the claim; and (iv) refrain to make any admissions about the claim without the other Party's prior written consent. The Party having the obligation to defend will pay any and all damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by such Party) based on the limits set forth in this Agreement.

6.4. **Limitations.** KDDIA will have no liability for any claim(s) arising from: (i) use of the Technology or PS in breach of this Agreement; (ii) modification of the Technology or PS by anyone other than KDDIA; (iii) failure by Customer to install the latest updated version of the Technology to avoid infringement, as requested by KDDIA; (iv) third-party products/services/materials or their combination with the Technology or PS, if the latter would not be infringing without this combination.

6.5. **Remedy.** If KDDIA reasonably believes that an IP claim might restrict Customer's use of the Technology, KDDIA will seek to: (a) procure the right for Customer to continue using the Technology under the terms of the Agreement; (b) replace/modify the components to avoid the alleged infringement; or (c) terminate Customer's license to the Technology (or relevant component) and refund the associated prepaid and unused Fees. The remedies in the Claims section are sole and exclusive remedies of the Party seeking defense and sole liability of the Party defending it, in regard to the subject matter giving rise to any such claim.

7. LIMITATION OF LIABILITY

7.1. **Damages Exclusion.** Neither Party will be liable to the other for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages, the use or inability to use the Technology, computer malfunction or failure, server down time, failure of the products or services to operate with any other programs, loss of profits, reputation, use, or revenue, loss or corruption of data, or interruption of business. Notwithstanding anything contained herein to the contrary, and under no circumstances shall KDDIA or its Affiliates be liable for any claims that may be asserted, granted or imposed against, arising from, or in connection with, Customer Data.

7.2. Liability Cap. Except for acts of fraud or willful misconduct, the maximum aggregate liability of each Party for any and all claims (individually and together) under or relating to this Agreement and/or any Order will not exceed the Fees paid to KDDIA under this Agreement for the relevant

Technology in the 12 months before the initial claim. This limitation will apply whether the claim arises from contract or tort and regardless of the theory of liability, but will not limit any of Customer's payment obligations hereunder.

8. WARRANTY

8.1. Limited Warranty and Remedy. KDDIA warrants that during the License Term, (i) Technology delivered to Customer will substantially conform to the Manuals and (ii) PS will be performed in a professional and workmanlike manner. Customer must notify KDDIA of a claim under this warranty within 30 days from the date on which it first appeared. To the extent permitted by law, KDDIA's sole liability under this warranty will be, in KDDIA's reasonable commercial discretion, a repair or replacement of the relevant Technology or re-performance of the relevant Service. If KDDIA deems the repair or replacement is not commercially reasonable, KDDIA will terminate such Technology or Service and refund the unused Fees of the prepaid amount with respect to the terminated Technology. Customer hereby acknowledges and agrees that it bears the entire risk of using the Technology.

8.2. Customer Warranty. Customer represents that it has the appropriate rights to use or modify any software or products which it requests KDDIA to modify as part of any PS and it will provide KDDIA with necessary access to Customer premises and systems, personnel, documentation and records, and facilities and will appoint a contact person having authority to make decisions, in order for KDDIA to timely perform any PS. Customer grants KDDIA, its Affiliates and subcontractors a non-exclusive, limited license to use Customer Data necessary for performing the PS.

8.3. Warranty Exclusions. Subject to the above limited warranties, the Technology is provided on an "AS-IS" and "AS AVAILABLE" basis. To the maximum extent allowed by the applicable law, neither KDDIA, nor its Affiliates, licensors or their personnel, make any warranty of any kind (express, implied, statutory or otherwise) and KDDIA specifically disclaims all warranties, including merchantability, fitness for a particular purpose or non-infringement or ability of the Technology to integrate or interoperate with other software or services or perform uninterrupted or error-free. Each Party disclaims any and all liability for claims related to third-party providers.

9. COMPLIANCE

9.1. Acceptable Use. Customer represents that it and its Authorized Users will not use the Technology other than in accordance with the Acceptable Use Policy available here https://www.uipath.com/hubfs/legalspot/UiPath_Acceptable_Use_Policy.pdf (or successor website) and this Agreement. The Technology may contain, or KDDIA may provide, third party components including open source code, which are subject to their own terms and conditions, as detailed in the aforementioned UiPath's website.

9.2. Third Party Access. Customer may allow its Authorized Users to use the Technology and access the PS solely for the Customer's direct beneficial business purpose, causing them to comply with the terms of this Agreement and being liable for their actions. Upon request, Customer will provide KDDIA with details and use reports of all Authorized Users.

9.3. Third Party Products. Customer must comply with all terms and conditions required by third-party providers of any data, products, services or platforms which Customer uses with the Products and Services and Customer acknowledges, agrees to and assumes the entire risk of such use.

9.4. Export Control. Parties acknowledge the Technology may be subject to export control regulations and sanctions including U.S. economic sanctions, European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations (**Export Controls and Sanctions**). Each Party represents and undertakes that it, its Affiliates or any Authorized Users (i). are not named on any Export Controls and Sanctions list of restricted parties, (ii). will not knowingly export, reexport or transfer the Technology (or any result therefrom) directly or indirectly, to any country or a foreign national of a country in violation of any such Export Controls and Sanctions and (iii). will not engage in activities that would cause the other Party or its Affiliates to be in violation of Export Controls and Sanctions

9.5. Audit. KDDIA may, at its expense, verify that Customer's use, access, installation, or deployment of the Technology comply with the terms of this Agreement. Additionally, no more than once every 12 (twelve) months, KDDIA may perform the verifications onsite, either directly or by appointing a sub-contractor, and Customer agrees to provide all the required assistance and support. If the verification discloses a non-conformity Customer will immediately address it.

9.6. Confidentiality. Before or after the Effective Date the Parties may exchange information under this Agreement which shall be deemed confidential if disclosed in any form or manner, marked or reasonably considered confidential, including information relating to their research, activities, products, software, services, data, techniques, strategies, personnel information, processes, etc. ("**CI**"). CI excludes any information that (i). is or becomes public, through no fault of the recipient; (ii). was rightfully acquired by or

already known to the recipient without an existing confidentiality obligation; or (iii). is independently developed by the recipient without the use of discloser's CI. For instance, technical and support data and Technology made available by KDDIA are considered KDDIA's CI. The receiving Party will treat the CI with no less than reasonable care and will not use or disclose CI to anyone, except to its Authorized Users, advisors or consultants, who need to know the CI for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as in this section. The receiving Party may disclose CI: (i). under a written and signed permission document from the disclosing Party, or (ii). as necessary to comply with applicable law or valid order of a court of law or other governmental body, only after promptly notifying the disclosing Party of this, unless legally prevented by said applicable law or valid order of a court of law or other governmental body from providing said prior notice, and providing assistance to prevent or limit the disclosure.

9.7. Anti-Bribery. In relation to the transactions under this Agreement, each Party confirms that it has not and will not accept any compensation that may violate the applicable laws, and will not promise, offer, receive, request, or authorize any payment to be used as bribe, kickback or corrupt practice, exceeding reasonable gifts/entertainment provided in the ordinary course of business.

10. ENTITY AND DISPUTE RESOLUTION

10.1. Governing Law. This Agreement is governed by the laws of the State of New York as indicated below, without regard to conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement.

10.2. Amicable settlement. Parties agree, as a prior condition for any claim, to settle amicably any dispute arising out of or relating to this Agreement within 90 days from the applicable notice. To the maximum extent permitted by applicable law, the Party not complying with this section, will cover, as applicable, the litigation of arbitration costs of the other Party, irrespective of the outcome.

10.3. Arbitration Agreement for Customers in NAMER. Subject to amicable settlement, disputes with Customers in NAMER shall be exclusively and finally settled by binding arbitration, in English, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award will be in accordance with the Governing Law and state the reasons upon which it is based. However, either Party may seek solely injunctive relief to prevent irreparable harm or to enjoin any intellectual property rights misuse in front of the competent courts.

10.4. Venue. Parties hereby accept the exclusive jurisdiction of the competent courts of the Venue indicated below and irrevocably waive any objection and defense (including, any defense of an inconvenient forum) which either may have to the bringing or maintenance of any such claim. **THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY APPLICABLE ORDER**.

Customer Location	Governing Law	Venue
United States of America, Canada or Mexico ("**NAMER**")	New York law	New York, State of New York, United States of America

11. TERM AND TERMINATION

11.1. Term. Unless another term is agreed to by the Parties, in writing, this Agreement will be in force for 36 (thirty-six) months from the Effective Date and will be automatically renewed for successive 12 months terms (**Term**). Either Party may provide written notice of non-renewal to the other Party at least 60 days before the expiration of any 12 months additional terms; however the Agreement will survive termination, for any then live Order(s), until the end of the Order's License Term. License Terms for any and all Orders will also automatically renew for additional periods equal to the prior License Term, until either Party provides written notice of non-renewal to the other Party at least 45 days before expiration of the then current License Term.

11.2. Termination for Breach. If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. Subject to the herein noted provisions pertaining to non-refundable fees, including sections 4.2 and 11.3, if the breach is not cured within 30 (thirty) days of the notice date, the non-breaching Party may immediately terminate this Agreement and any Orders, upon written notice.

11.3. Effect of Termination. Except for termination for Customer's material breach, all Orders will be in effect until the termination of the applicable License Term. Unless otherwise agreed by the Parties in writing, termination of an Order will not terminate this Agreement. Upon termination of this Agreement, an Order or expiration of any License Term, the license and rights for the respective Technology or PS will immediately terminate and Customer must, at its expense remove and delete all copies thereof. Customer

understands that some or all the Technology components may cease to operate without prior notice upon expiration or termination of the License Term. Customer hereby acknowledges and agrees that, except as otherwise provided under this Agreement, it will not be entitled to a refund of any Fees paid (pre-paid or otherwise) hereunder after the delivery of PS, the Product activation key or any renewal thereof, and that all unpaid Fees shall become immediately due and payable.

12. GENERAL

12.1. Subcontractors. KDDIA may use subcontractors to perform the PS and will be responsible for performance of the PS by such subcontractors as for its own actions.

12.2. Entire Agreement and Severability. This Agreement and any applicable Order represent the entire understanding between KDDIA and Customer and supersedes any prior written or oral agreement related hereof. Any additional and/or different terms or conditions submitted by Customer to KDDIA, do not form part of this Agreement and any applicable Order and are null and void, unless accepted in writing and signed by authorized representatives of the Parties. In the event of a conflict and/or contradiction between the terms and conditions of this Agreement, the Order, and/or any new additional terms, then said conflict/contradiction will be settled based on the following order of importance: (i). First, the Order signed by all Parties, then (ii). additional terms for new features/functionalities, and lastly the (iii). KDDI America UiPath Software and Services Agreement. If any provision hereof is or becomes illegal, invalid or unenforceable for any reason, all other provisions of this Agreement will remain in force and will produce the intended legal effects.

12.3. Force Majeure. Except for any of the Customer payment of Fees obligations, neither Party is liable for failure to perform its obligations under this Agreement to the extent delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, failure of third-party providers, denial of service attacks, malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions.

12.4. Assignment. Neither this Agreement or any Order, nor any of the rights, interests or obligations thereunder, shall be assigned, transferred, delegated or otherwise disposed of by either Party without the prior written consent of the other Party, not to be unreasonably withheld or delayed, and any assignment to the contrary shall be null and void ab initio. Notwithstanding the foregoing, KDDIA may, without the prior consent of the Customer, assign, transfer, delegate or otherwise dispose of, this Agreement, or any of its rights, interests or obligations hereunder to any of its Affiliates.

12.5. Change of Control. Customer must notify KDDIA, with 30 days prior notice to it or its Affiliate, upon (i). being acquired by, selling substantially all of its assets to, merging with, or changing its Control in favor of, a direct competitor of KDDIA, or (ii). changing its main object of activity into a business competing KDDIA. Notwithstanding anything contained herein to the contrary, KDDIA may terminate this Agreement, in its sole discretion, by giving written notice within maximum 30 days of the date of the change of control notice.

12.6. Notices. Unless otherwise provided herein, notices under this Agreement must be sent by e-mail, with a suggestive subject, to the addresses listed below (or notified in writing) and will be effective the earlier of (i). being received or refused by the Party or (ii). the next business day after being sent. In any case, were KDDIA is unable to obtain a valid e-mail address from Customer, KDDIA may then use any e-mail address publicly available.

To KDDIA	To Customer
[Contact Email]	[Contact Email]

12.7. Publicity. The Customer authorizes KDDIA to publicly identify it as a customer and include the Customer's name, trademarks and logo on KDDIA's website and other promotional and marketing materials.

12.8. Waiver and Reservation of Rights. Failure to exercise, or delay in exercising, any right, power or remedy under this Agreement shall not operate as a waiver, and any single or partial exercise of any right or remedy will not prevent any further or other exercise of any the same or other right or remedy. Any rights and remedies prescribed in this Agreement are cumulative and not exclusive of any others provided by law. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach. KDDIA reserves all rights not expressly granted under this Agreement. Nothing here creates a legal partnership, agency, or employment relationship between Customer and KDDIA or their Affiliates.

12.9. Survival. The following sections will survive the non-renewal or termination of this Agreement for any reason: IP Rights, Payment Terms, Compliance, Limitation of Liability, Warranty, Entity and Dispute Resolution, Notices, Reservation of Rights, Survival, in addition to any other provisions that, by their content, are intended to survive the performance, non -renewal or termination of the Agreement (whether or not so expressly stated).

12.10. Enforceability. If any provision of this Agreement is held to be unenforceable, the Parties shall substitute for the affected provision an enforceable provision which approximates the intent and economic effect of the affected provision.

12.11. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.