Intelligent Automation Agreement

Last Revised: **February 1, 2025**

This Intelligent Automation Agreement ("***IAA***") sets forth the terms and conditions upon which Automation Anywhere, Inc., a California corporation with offices at 633 River Oaks Parkway, San Jose, CA 95134 U.S.A., for itself and on behalf of its Affiliates ("***AAI***"), shall provide, and you ("***Customer***") shall obtain, either directly from AAI or through an AAI Authorized Representative, the use of AAI's Software.

By agreeing to this IAA, by either (1) clicking a box indicating acceptance, or (2) executing an Order Form that references this IAA, Customer represents that Customer has full power, capacity, and authority to accept the terms herein. If Customer is accepting the terms of this IAA 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 IAA.

This IAA applies to both AAI-Hosted Software and Customer-Hosted Software (each, as defined below), as applicable. Where certain terms or appendices apply to only AAI-Hosted Software or Customer-Hosted Software, as the case may be, this will be noted.

1.   <u>Definitions</u>.

"***AAI-Hosted Software***" means AAI's software-as-a-service intelligent automation platform and related applications (including downloaded components) available as a connected suite of applications or as separate applications and hosted in AAI's cloud environment, as specified in, and subscribed to under, an Order Form or from an Authorized Representative or provided to Customer under a Free Trial. AAI-Hosted Software may include AI-Enabled Software.

"***Affiliate***" means any entity not prohibited or restricted under Export and Sanctions Controls (as defined in Article 13) that controls, is controlled by, or is under common control with a party to this IAA. "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.

"***AI-Enabled Software***" means certain applications of the Software that are enabled or enhanced with artificial intelligence capabilities provided by AAI under this IAA, which are described within and subject to the additional terms and conditions found at https://www.automationanywhere.com/legal/product-specific-terms.

"***Authorized Representative***" means an entity, including an AAI Affiliate, that has entered into an agreement with AAI authorizing them to distribute or resell AAI Software to Customer.

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

"**Customer Data**" means the electronic business data or information, including Personal Data, submitted by Customer to the Software or through AAI's support portal.

"***Customer-Hosted Software***" means AAI's proprietary software applications in machine-readable, object code form only, which are hosted in Customer's virtual private cloud or otherwise operated in a Customer environment, as specified in, and subscribed to under, an Order Form or from an Authorized Representative, or provided to Customer under a Free Trial, and any updates that AAI makes available to Customer through AAI's web portal from time to time. Customer-Hosted Software may include AI-Enabled Software.

"***Direct Purchase***" means a Software subscription purchased by Customer directly from AAI or an AAI Affiliate.

"**Documentation**" means AAI's installation guides and/or manuals, operating instructions and technical specifications describing how to properly install, configure and use the Software, updated from time to time, and made available via download from AAI's document portal or during setup of the Software.

"**DPA**" means the most current version of AAI's Data Processing Addendum, located at https://www.automationanywhere.com/legal/dpa, and incorporated herein by reference.

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

"**Indirect Purchase**" means a Software subscription purchased by Customer though an AAI Authorized Representative other than an AAI Affiliate.

"**Order Form**" means an ordering document or online order referencing an AAI quotation and specifying the Software to be provided hereunder that is entered into between Customer or any of its Affiliates and AAI or an AAI Affiliate, including any addenda and supplements thereto.

"**Personal Data**" has the meaning given to it in the DPA.

"**Purchase Agreement**" means the agreement between Customer and an Authorized Representative that describes the Software to be procured by Customer, however such agreement is titled.

"**Software**" means AAI-Hosted Software, Customer-Hosted Software, and AI-Enabled Software, referred to collectively or singularly, as the context dictates.

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

"**Usage Data**" means anonymized and aggregated instructions to the Software and telemetry data regarding Customer's use of the Software, such as automation structure, click actions, access information, runtime behavior and other usage information and metadata derived from Customer's use of the Software. Usage Data does not contain or include Customer Data.

2.   Use of Software. This IAA shall govern the use of Software 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 or Order Form signed by AAI and Customer.

    2.1.   Use Rights and Obligations. For any Software 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 IAA, AAI grants to Customer: (i) a limited, non-exclusive, non-transferable, revocable right to access and use the AAI-Hosted Software (including a limited, non-exclusive, non-transferable, revocable license to use any associated downloaded components, such as bot agents or software sensors, needed to use the AAI-Hosted Software); and/or (ii) a limited, non-exclusive, non-transferable, revocable license to install, access, display, and operate the Customer-Hosted Software, each in amounts provisioned for Customer by AAI solely for Customer's and/or its Affiliates' internal use in connection with Customer's and/or its Affiliates' ordinary business operations, for the term described in Section 3 below. Customer agrees to operate the Software in compliance with the terms of this IAA and any applicable laws. Customer may exercise its access and license rights under this Section 2.1 through its third-party service providers and Customer's Affiliates, provided that such Affiliates and third-party service providers must comply with the terms of this IAA, and provided further that Customer shall be responsible for the acts or omissions of such Affiliates and third-party service providers as if Customer had acted or failed to act in accordance with the terms of this IAA.

        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 Software 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 IAA.

2.2. <u>Use Restrictions</u>. Except as otherwise provided in this IAA 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 Software 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 Software 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 Software or any AAI Confidential Information; or (d) use the Software to create bots or other automated processes that are designed to violate any applicable laws, regulations or policies, or terms of use imposed on Customer by any third parties. Except as expressly permitted in this IAA, Customer shall not cause or permit competitive analysis, benchmarking, or the use, evaluation or viewing of the Software 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 Software. Any use of the Software in breach of the foregoing by Customer that reasonably threatens the security, integrity or availability of the Software, may result in AAI's immediate suspension of the Software; 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 suspension.

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

- ➢ Ensure it grants administrator privileges to qualified personnel.
- ➢ 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 Software, including implementation of critical patches and operating system updates.
- ➢ Ensure compliance with the AI-Enabled Software terms and conditions.
- ➢ Create backups of its data and Customer Data processed through the Software or during the provision of support services.

2.4 <u>Ownership; Intellectual Property Protection</u>. 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 Software, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. The Software is licensed to Customer, not sold. The placement of a copyright notice on any part of the Software or AAI Confidential Information will not constitute publication or the permission to publish or otherwise impair the confidential or trade secret nature of the Software or AAI Confidential Information. Customer grants to AAI and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Software any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer relating to the operation of the Software, but only to the extent that any such feedback does not contain Customer Confidential Information. As between AAI and Customer, Customer owns its Customer Data, and AAI makes no claims to ownership thereto.

3. <u>Term and Termination</u>.

3.1 <u>Term</u>.

3.1.1 <u>Term of IAA</u>. This IAA commences on the date Customer accepts it and, unless terminated earlier under Section 3.2 below, continues until all subscriptions and/or Free Trials hereunder have expired or have been terminated (the "***Term***").

3.1.2 <u>Term of Subscriptions</u>. The term of each subscription for purchased Software shall begin on the date AAI makes the Software 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 one year. For Direct Purchases, except as expressly provided in the applicable Order Form or otherwise agreed, 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 <u>Term of Free Trials</u>. 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, (b) the start date of any purchased Software subscriptions ordered by Customer for such Software, or (c) terminated by AAI in its sole discretion.

3.2 <u>Termination</u>. This IAA 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 Software in France, this IAA 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 breaches any of its material obligations under this IAA, 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 <u>Effect of Termination</u>. Upon termination or expiration of this IAA, Customer will cease all use of Software provided hereunder and return, or destroy upon AAI's request, all copies of any part of the Software then in Customer's possession or under Customer's control. The terms in Sections/Articles 2.2, 2.4, 3.3, 4, 5, 9-11, 13, 14, and 17 will survive any termination or expiration of this IAA.

4. <u>Confidentiality</u>.

4.1 <u>Confidential Information</u>. As used herein, "***Confidential Information***" shall mean (a) as to AAI, the Software and its respective source code; (b) as to Customer, Customer Data; (c) each party's business or technical information, including but not limited to the Documentation and SOC1 and SOC2 audit reports (in the case of AAI), training materials, any information relating to software plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) as to each party, the terms, conditions, and pricing of this IAA (but not its existence or parties).

4.2. <u>Exclusions</u>. 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. <u>Confidentiality Obligations</u>. 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 party's 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 IAA; or (b) use Confidential Information except as permitted in this IAA, or for the purpose of discussing the business relationship between the parties. 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.

4.4 <u>Injunctive Relief</u>. The parties acknowledge that any breach of this Article 4 or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

5. <u>Fees and Payment</u>.

5.1 <u>Subscription Fees (for Direct Purchases only)</u>. The subscription fee and any other fees due for the Software 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 IAA) even if this IAA 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 IAA. Customer acknowledges that AAI may change its fees for Software 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 <u>Software Overage Fees</u>. If Customer's use of the Software exceeds a volume or usage capacity as set forth in the Order Form or Purchase Agreement, AAI may bill Customer for such increased usage at AAI's then-current applicable list prices, and Customer agrees to pay the additional fees in the manner provided herein.

5.3 <u>Payment Terms (for Direct Purchases only)</u>. Unless otherwise stated on an applicable Order Form, all invoice amounts not subject to a good faith dispute are payable in the currency indicated on the Order Form within thirty (30) days after the receipt of the relevant invoice. 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 <u>Taxes (for Direct Purchases only)</u>. All prices are exclusive of all taxes, duties, or other government fees of any kind. To the extent required by law, Customer may withhold from any payment to AAI an amount equivalent to applicable withholding tax. The parties agree to cooperate in good faith to provide one another with such documents and certifications as are reasonably necessary to enable AAI to minimize and/or recover any withholding tax obligation or amounts paid. Customer shall provide documentation to AAI to support the tax withheld pursuant to this subsection. For purposes of this Section 5.4, the term AAI includes AAI Affiliates, as applicable.

5.5 <u>Suspension of Software</u>. If any undisputed fees owed by Customer to AAI or an AAI Affiliate under an Order Form or a Purchase Agreement are thirty (30) days or more overdue, AAI may, without limiting its other rights and remedies, suspend the Software following five (5) days' written notice that it will do so, until such amounts are paid in full. AAI will not suspend the Software if Customer is disputing the applicable fees reasonably and in good faith and is cooperating diligently to resolve the dispute.

6. <u>Indemnification</u>.

6.1 <u>Indemnification by AAI</u>: 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 Software 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 Software under the terms of this IAA; (b) replace or modify the affected portion of the Software with a replacement or modification that permits the Software to function in substantially equivalent form as with the infringing portion of the Software; 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 Software, 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 Software equal to the period of time from the date of termination to the end of the then-current subscription term.

6.2 <u>Indemnification Procedures</u>. AAI's indemnification obligations under this Article 6 are conditioned upon Customer: (a) promptly notifying AAI in writing of the claim; (b) granting AAI sole control of the defense and settlement of the claim, provided that Customer shall have the right to reject any settlement that requires it to admit wrongdoing or liability; and (c) providing AAI with all assistance (at AAI's expense), information, and authority reasonably required for the defense and settlement of the claim.

6.3 <u>Indemnity Exclusions</u>. 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 Software made by Customer or a party acting on Customer's behalf (other than modifications made at AAI's written direction); (b) Customer's failure to use updated or modified forms of the Software provided by AAI; (c) Customer's use of the Software other than in accordance with this IAA; or (d) compliance by AAI with designs, plans or specifications furnished by or on behalf of Customer.

6.4 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. <u>Warranty</u>.

7.1 <u>Software and Professional Services Warranty</u>. AAI warrants to Customer that (i) during each subscription term for AAI-Hosted Software and (ii) during the first thirty (30) days following the time that AAI first makes Customer-Hosted Software available to Customer, the AAI-Hosted Software and Customer-Hosted Software will perform in all material respects in accordance with the Documentation. The foregoing warranties do not apply to any Software that has been used in a manner other than as set forth in the Documentation and authorized under this IAA, to the extent such improper use causes the Software to be nonconforming. AAI does not warrant that the use or availability of the Software will be uninterrupted or error-free, or that all errors in the Software will be corrected. Any claim submitted under this Section 7.1 must be submitted in writing to AAI within thirty (30) days of Customer becoming aware of the warranty issue. AAI's entire liability for any breach of the foregoing warranties is to repair, replace, or find a workaround for any nonconforming portion of the Software so that the affected Software operates as warranted or, if AAI is unable to repair, replace, or put in place a workaround, either party may terminate the subscription for such Software and, in such case, AAI shall refund a pro rata portion of any prepaid

fees for such affected portion of the Software equal to the period of time from the date of termination to the end of the then-current subscription term. If Customer purchases professional services from AAI under this IAA, AAI warrants to Customer that they 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 (30) 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 from the Software; and (b) the Software 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 Software, (ii) undisclosed "Time Bombs," time-out or deactivation functions or other means designed to terminate the operation of the Software (other than at the end of a subscription term); (iii) "Back Doors" or other means designed to allow remote access and/or control a customer's network(s); and (iv) any codes or keys designed to have the effect of disabling or shutting down all or any portion of the Software or limiting its functionality.

7.3 OTHER THAN THE EXPRESS WARRANTIES MADE BY AAI HEREIN, THE PARTIES ACKNOWLEDGE THAT THE SOFTWARE AND PROFESSIONAL SERVICES PROVIDED TO CUSTOMER PURSUANT TO THIS IAA 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 SOFTWARE AS PROCURED 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 SOFTWARE IS 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 IAA, AND AAI WOULD NOT HAVE ENTERED INTO THIS IAA BUT FOR SUCH DISCLAIMERS.

7.4 The warranties set forth in Section 7.1 above apply to paid-for Software and professional services only, and do not apply to Free Trials.

8. Support and Uptime Availability.

8.1 Direct Purchase Software. During the Term and subject to Customer's compliance with the terms and conditions of this IAA, AAI will provide support for Software in accordance with its then-current support policy as more fully described at https://www.automationanywhere.com/technical-support-terms.

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

8.3 Free Trials. Notwithstanding Section 8.1 above, support is not provided for Free Trials of Software.

8.4 Uptime Availability SLA (Applicable only to AAI-Hosted Software). Throughout the Term of this IAA and subject to Customer's compliance with the terms and conditions of this IAA including full payment for the AAI-Hosted Software, AAI will provide the AAI-Hosted Software in accordance with its then-current uptime availability

standards established by the Service Level Agreement ("*SLA*") which is available at https://www.automationanywhere.com/uptime-availability-SLA. In the event AAI fails to satisfy the terms of the SLA, in whole or in part, Customer shall have such rights and remedies as are set forth in the SLA.

9. Information Requests. Upon reasonable notice and written request, Customer will provide AAI with information (*e.g.* audit logs) reasonably available to the Customer, sufficient to allow AAI to verify Customer's compliance with the use of the Software under this IAA. AAI will handle all such documents in accordance with the terms of Article 4 herein.

10. LIMITATION OF LIABILITY.

10.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT WITH RESPECT TO (A) AAI'S INFRINGEMENT INDEMNIFICATION OBLIGATIONS IN SECTION 6, (B) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN ARTICLE 4 (EXCLUDING BREACHES RELATED TO CUSTOMER'S PERSONAL DATA, WHICH ARE ADDRESSED IN SECTION 10.1.2), (C) EITHER PARTY'S WILLFUL MISCONDUCT AND/OR FRAUD, (D) EITHER PARTY'S LIABILITY FOR DEATH, PERSONAL INJURY, OR TANGIBLE PERSONAL PROPERTY DAMAGE, (E) EITHER PARTY'S UNAUTHORIZED USE, DISTRIBUTION, OR DISCLOSURE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, (F) CUSTOMER'S PAYMENT OBLIGATIONS, OR (G) DAMAGES WHICH CANNOT BE LIMITED BY LAW:

10.1.1 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS IAA, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED (A) THE FEES PAID BY CUSTOMER UNDER THIS IAA AND/OR UNDER THE PURCHASE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY, OR (B) ONE HUNDRED DOLLARS ($100.00) FOR FREE TRIALS.

10.1.2 NOTWITHSTANDING SECTION 10.1.1 ABOVE, AAI'S AGGREGATE LIABILITY FOR (A) A BREACH OF THIS IAA RESULTING IN A SECURITY INCIDENT (AS DEFINED IN THE DPA), OR (B) A BREACH OF AAI'S CONFIDENTIALITY OBLIGATIONS UNDER THIS IAA (AS IT RELATES TO CUSTOMER'S PERSONAL DATA ONLY), SHALL NOT EXCEED TWO TIMES (2X) THE FEES PAID BY CUSTOMER UNDER THIS IAA AND/OR THE PURCHASE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

10.2. Exclusion of Damages. EXCEPT WITH RESPECT TO: (A) AMOUNTS TO BE PAID BY AAI PURSUANT TO A COURT AWARD OR SETTLEMENT UNDER AAI'S INFRINGEMENT INDEMNIFICATION OBLIGATIONS; (B) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS SET FORTH IN ARTICLE 4; (C) EITHER PARTY'S WILLFUL MISCONDUCT AND/OR FRAUD; (D) EITHER PARTY'S VIOLATION OF, OR UNAUTHORIZED USE, DISTRIBUTION, OR DISCLOSURE OF, THE OTHER PARTY'S INTELLECTUAL PROPERTY, OR (E) DAMAGES WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR PROFESSIONAL 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.

10.3. Affiliates. The exclusions and limitations contained in this Article 10 shall apply to each party's respective Affiliates to the same extent they apply to the parties hereto.

11. Data Privacy/Data Security.

11.1. DPA. To the extent AAI's provision of the Software under this IAA is deemed under applicable data protection laws to involve the processing of Customer Personal Data, the DPA shall apply.

11.2. <u>Data Retention/Use</u>. Customer agrees that: (i) AAI will retain PHI (as defined in Section 11.3) and Personal Data for only those periods described in AAI's DPA, (ii) AAI may routinely destroy such information in accordance with any AAI-Hosted Software retention policies (whether set by AAI or Customer), (iii) AAI will not be responsible for the correction of any PHI or Personal Data as AAI is not the original record holder of this data, and (iv) any backup copies will be the responsibility of Customer with respect to Customer-Hosted Software. Customer agrees that subject to it having been anonymized and aggregated, AAI may use Usage Data to assess how the Software is performing and to analyze, diagnose, enhance and improve AAI's product offerings and models.

11.3. <u>Business Associate Agreement</u>. If Customer is a Covered Entity or a Business Associate and the Personal Data includes Protected Health Information or ***"PHI"*** (as those previously undefined and capitalized terms are defined in the Health Insurance Portability and Accountability Act of 1996), Customer shall not transfer or otherwise disclose to AAI any such PHI prior to the effectiveness of an applicable written Business Associate Agreement ("***BAA***") as set forth in this Section 11.3. If Customer is a Covered Entity and the Personal Data includes PHI, the BAA available at https://www.automationanywhere.com/support/CoveredEntityBAA.pdf shall apply and is hereby incorporated into this IAA by reference. If Customer is a Business Associate, and the Personal Data includes PHI, the BAA available at https://www.automationanywhere.com/support/Sub-ContractorBAA.pdf shall apply and is hereby incorporated into this IAA by reference.

11.4. <u>Security/Technical and Organizational Measures</u> ("***TOMs***"). During the Term of this IAA, AAI shall maintain a formal security program for AAI-Hosted Software materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the security TOMs identified in the DPA, which may be updated from time to time, and which are incorporated herein by reference. In no event during the Term shall AAI materially diminish the protections provided by the controls set forth in AAI's TOMs. Through an independent third-party auditor, AAI performs regularly scheduled penetration tests ("***Pen Tests***") to test the security of the Software. Upon Customer's request, AAI will provide Customer, subject to the terms of Article 4, with a copy of AAI's then-current Pen Tests results, and SOC1 and SOC2 audit reports or comparable industry-standard successor reports prepared by AAI's independent third-party auditor. AAI will maintain ISO27001:2013 and ISO22301:2019 and Type 2 SOC 1 and Type 2 SOC 2 certifications throughout the Term.

12. <u>Updates</u>. AAI shall have the right, at its option and from time to time, to update the Software (*e.g.* to provide new features, implement new protocols, maintain compatibility with emerging standards or comply with regulatory requirements); provided, however, that the functionality of the Software will not be materially decreased as a result of such updates. To the extent a legal or regulatory change requires AAI to modify the terms of this IAA, AAI will notify Customer accordingly, but any such amendment(s) (i) shall be narrowly tailored to address only the legal or regulatory requirements; (ii) shall not materially increase Customer's liabilities and/or obligations; and (iii) shall not materially decrease AAI's obligations and/or liabilities.

13. <u>Export Compliance</u>. The parties understand that U.S. and any other relevant export laws and regulations and trade and economic sanctions (collectively, "***Export and Sanctions Controls***") apply to the Software and related services. The parties will comply with all Export and Sanctions Controls. Customer will not export or re-export, either directly or indirectly, or allow access to, the Software or any bots, data, information, or other materials resulting from the Software (or use any of the foregoing for any purpose) in violation of the Export and Sanctions Controls.

14. <u>Force Majeure</u>. Each party shall be relieved of its obligations under this IAA, and neither party shall be liable to the other party under this IAA, 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 and hacking attacks for which there is no commercially reasonable, known solution; acts of public enemies; civil disturbances or general restraint or arrest of government and people; boycott; strike (excluding strikes by AAI's employees); lockout; failure in electrical power or telecommunication services; or other similar industrial disturbance.

15. U.S. Government. If Customer is a US federal government agency, then the terms in the remainder of this section apply. Any Software 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 IAA specifically granting those rights.

16. Open-Source Software. The Software contains open-source software ("*OSS*") that is subject to separate licenses. Customer agrees to comply with the applicable license terms for any such OSS. Neither the OSS nor its applicable license terms shall restrict Customer's use and enjoyment of the Software, or limit Customer's rights, benefits, or remedies under this IAA. Any such OSS, and the notices, license terms and disclaimers applicable to such OSS, shall be identified to Customer by email, website identification or a notice visible within the Software.

17. General Provisions.

17.1 Governing Law. This IAA 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 IAA. The parties submit to exclusive jurisdiction and venue in an appropriate court sitting in Santa Clara County, California, USA, provided, however, that for payment or collections matters or matters involving AAI's intellectual property rights, AAI may elect to bring a legal action in any jurisdiction in which Customer has an office. If Customer is located in South Korea, the parties shall agree on the competent jurisdiction for any disputes arising out of and/or from the IAA; 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.

17.2 Notices. All notices related to this IAA 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 or Purchase Agreement unless Customer has notified AAI of another address in accordance with this section. Any notice given in conformance with this section shall be effective even if delivery is refused.

17.3 Assignment. Neither party may assign this IAA or any right or obligation hereunder without the other party's prior written consent; provided, however that AAI may assign this IAA to a subsidiary or Affiliate or a successor in interest in case of an internal corporate restructuring, 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 IAA will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17.4 Third-Party Beneficiaries/Independent Contractors. Subject to the below, no person or entity other than the parties hereto will have any right to enforce or seek enforcement of this IAA. Notwithstanding the foregoing, if Customer procures Software from an AAI Affiliate and not AAI, such AAI Affiliate shall be entitled to enforce the

terms of this IAA. There are no third-party beneficiaries to this IAA. Each party will fulfil its obligations hereunder as an independent contractor and not as an agent or representative of the other party. Nothing in this IAA will be deemed or construed as creating a partnership, joint venture, or any similar relationship between the parties.

17.5 <u>Entire Agreement/Order of Precedence</u>. This IAA, 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 and signed by an authorized representative of each party. In the event of a conflict between the terms of this IAA and the terms of an Order Form (other than payment terms), a document linked hereto (other than the DPA, which shall take precedence over the terms of this IAA), or any exhibit(s) (as applicable) referenced herein, the terms of this IAA shall take precedence and control unless the Order Form or other document explicitly references and overrides a provision of this IAA.

17.6 <u>Modification/Waiver/Severability</u>. Unless otherwise stated in this IAA, no modification of this IAA 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 IAA will not create a continuing waiver or any expectation of non-enforcement. If any provision of this IAA shall for any reason be held illegal or unenforceable, such provision shall be deemed severable from the remaining provisions of this IAA and shall in no way affect or impair the validity or enforceability of the remaining provisions of this IAA, unless such omission would frustrate the intent of the parties, in which case this IAA may be reformed to give effect to the other provisions hereof.

This IAA is effective as of February 1, 2025 and replaces and supersedes the Cloud Automation Agreement version effective as of March 3, 2022, and the On-Premises License Agreement version effective as of February 29, 2024.