

Automation Anywhere End User License Agreement

This End User License Agreement ("Agreement"), dated as of the last date set forth under the signatures below (the "Effective Date"), is entered into by and between 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") and [Licensee Name], a [State/Country] [Choose entity type] with principal offices at [Licensee Address] ("Licensee").

1. Definitions.

"Affiliate" means any entity not under sanctions or embargo restrictions by the U.S. Government that controls or is controlled by or is under common control with a party where "control" 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 Software.

"Client Computer" means a virtual machine or desktop computer on which a single user performs work using the Client Software (i.e., not a server accessed or used by multiple users).

"Client Software" means those elements of the Software provided to Licensee by AAI for installation on individual Client Computers Licensee owns or controls. Client Software may be provided in different configurations (e.g., development modules vs. runtime modules).

"Confidential Information" means with respect to AAI information, the Documentation, Software, any results of any testing or analysis of the Software or Documentation by any party, and with respect to either party's information, all information that: (a) is marked as confidential or proprietary; (b) is disclosed verbally and identified as confidential or proprietary at the time of disclosure; or (c) by its nature is normally and reasonably considered confidential.

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

"Software License Extension Term" means each additional renewal period, which shall be for a period of one year or the period specified in the Purchase Agreement, for which a license under this Agreement is extended pursuant to **Section 8**.

"Software License Initial Term" means the initial license term specified in the Purchase Agreement, commencing on the date AAI makes the specified Software available to Licensee through AAI's web portal.

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

“Server Software” means those elements of the Software provided by AAI for installation on one or more central servers Licensee owns or controls, and which contains a “control room” that among other functions, controls and monitors the deployment of Client Software on Licensee’s network.

“Software” means (a) AAI’s proprietary software in machine-readable, object code form only, related Documentation, and all modifications made thereto by AAI, and (b) any updates that AAI makes available to Licensee through AAI’s web portal from time to time.

“Software License Term” means the Software License Initial Term and any Software License Extension Term(s).

“Use” means the installation, accessing, displaying, and operation of the Software to automate Licensee’s business processes and tasks.

2. License

Subject to the terms and conditions of this Agreement and the Purchase Agreement, AAI grants Licensee a limited, non-exclusive, revocable (only in the event of breach by Licensee), non-transferable license to Use the Software only for Licensee’s internal Use in connection with its ordinary business operations during the Software License Term. Licensee may (a) reproduce and install the Server Software on each server Licensee owns or controls for which AAI has made licenses available, and (b) reproduce and install the Client Software on Client Computers Licensee owns or controls, up to the number purchased by Licensee pursuant to a Purchase Agreement. Software is made available to Licensee through AAI’s web portal, from which Licensee may access all files required to install and run the Software, and where Licensee can manage the configuration of licensed Software. Licensee may make inactive copies of the Software for backup, disaster recovery or archival purposes and may make a reasonable number of copies of the Documentation for internal Use, provided Licensee also reproduces on such copies any copyright, trademark or other proprietary markings and notices contained in the Software and Documentation and does not remove any such marks from the original. Licensee’s third-party service providers may Use the Software on Licensee’s behalf, and Licensee’s Affiliates may Use the Software purchased by Licensee, provided that such third-party service providers and Affiliates must comply with the terms of this Agreement, and provided further that Licensee shall be responsible for the acts or omissions of such third-party service providers and Affiliates as if Licensee had acted or failed to act in accordance with the terms of this Agreement.

3. License Restrictions.

The Software is licensed to Licensee, not sold. Title to the Software and all associated intellectual property rights are retained by AAI and/or its licensors. All rights in the Software not expressly granted hereunder are reserved. Unless enforcement is prohibited by applicable law (and then, to only the extent specifically permitted by applicable law, and only upon providing AAI with reasonable advance written notice and opportunity to respond), Licensee shall not modify, enhance, translate, supplement, create derivative works from, reverse engineer, reverse compile or otherwise attempt to reduce the Software to human readable form. Except as expressly permitted in this Agreement (and in the case of clause (b), as expressly permitted in a writing signed by an authorized officer of AAI), Licensee shall not cause or permit: (a) competitive analysis, benchmarking, or the Use, evaluation or viewing of the Software or

Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, that performs functions similar to the functions performed by the Software; or (b) any of the following: (i) copying (except as set forth herein), (ii) sublicensing, or (iii) providing access or other dissemination of the Software, in whole or in part, to any third party. No right, title or interest in or to any AAI trademark, service mark, trade name, or logo of AAI or its licensors is granted under this Agreement.

4. Limited Warranty

4.1 *Software Warranty.* AAI warrants to Licensee that during the first thirty (30) days following AAI making the Software available to Licensee for the first Software License Initial Term (the “Warranty Period”), the Software will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software that has been Used in a manner other than as set forth in the Documentation and authorized under this Agreement, to the extent such improper Use causes the Software to be nonconforming. AAI does not warrant that the Software will operate in the combinations that Licensee may select for use, or that the operation 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 4.1** 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 or replace any nonconforming Software so that the affected Software operates as warranted or, if AAI is unable to do so, terminate the affected Software license and proceed to the refund of such Software license fees paid by Licensee under a Purchase Agreement. Any refund request shall be submitted by Licensee and processed through the Authorized Representative.

4.2 *Malicious Code Warranty.* AAI warrants to Licensee that: (a) AAI applies industry standard tools to identify and eliminate viruses and other malware prior to delivering Software; and (b) to AAI’s knowledge, all Software delivered hereunder is 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 direction of the user); (iii) “Back Doors” or other means designed to allow remote access and/or control a Licensee’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 Software or limiting its functionality. Notwithstanding the foregoing, Licensee acknowledges that the Software utilizes a mechanism which limits the Use of the Software to the purchased scope and Software License Term and is designed to expire automatically at or after the end of the purchased Software License Term, at which point the Software will no longer function.

4.3 OTHER THAN THE EXPRESS WARRANTIES MADE BY AAI HEREIN, AAI DISCLAIMS ALL WARRANTIES AS TO ANY MATTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND THE SOFTWARE IS PROVIDED "AS IS". TO THE EXTENT THE LAWS OF LICENSEE’S JURISDICTION DO NOT PERMIT SUCH DISCLAIMER WITH RESPECT TO THE SOFTWARE AS LICENSED 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 4** ARE A MATERIAL PART OF THE AGREEMENT, AND AAI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH DISCLAIMERS.

5. Confidentiality.

5.1 *Non-Disclosure and Restrictions on Use.* As a result of the relationship entered into by the parties under this Agreement, the parties acknowledge that they may from time to time require or gain access to Confidential Information of the other party. The receiving party: (a) shall hold all Confidential Information in confidence; (b) shall use the Confidential Information only for the purposes of discussing the business relationship between the parties, and other purposes expressly permitted herein; (c) shall reproduce the Confidential Information only to the extent necessary for such purpose; (d) shall restrict disclosure of the Confidential Information to its employees, consultants, agents and representatives with a valid need to know in connection with this Agreement and who are bound to protect the confidentiality of such Confidential Information (and shall advise such employees, agents and representatives of the obligations assumed herein); and (e) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (d) above.

5.2 *Confidentiality Exceptions.* The foregoing confidentiality restrictions shall not apply to Confidential Information that: (a) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without reference to or reliance on the Confidential Information; or (e) that the disclosing party agrees in writing is free of such restrictions. 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.

6. Indemnity.

6.1 *IP Indemnity.* AAI will defend, indemnify and hold Licensee harmless from any damages or losses that it may incur by reason of or arising out of any third party claim that the Software infringes any patent or any 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 Licensee the right to continue using the Software under the terms of this Agreement; (b) replace or modify the affected Software to avoid the infringement while substantially equivalent in function to the infringing Software; or (c) if options (a) and (b) are not reasonably commercially available or practicable, then AAI may terminate Licensee's rights and AAI's obligations hereunder with respect to the affected Software. In such instance, Licensee is entitled to a prorated refund of the fees prepaid for the license of such Software equal to the period from the date of termination to the end of the (then-current) Software License Term. Any such refund shall be processed through the Authorized Representative.

6.2 *Indemnity Obligations.* AAI's indemnification obligations under this **Section 6** are conditioned upon Licensee (a) promptly notifying AAI in writing of the claim; (b) granting AAI sole control of the defense and settlement of the claim; 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 *Indemnity Exclusions.* AAI will have no obligation to defend, indemnify or hold Licensee harmless under **Section 6.1** for any claim, and Licensee will defend and indemnify AAI against such claim, to the extent that it would not have occurred but for: (a) modifications to the Software made by Licensee or a party acting on Licensee's behalf; (b) the combination, operation or Use of the Software with equipment, devices, software or data not supplied by AAI (including without limitation the action of the Software to automate Licensee-selected software or processes); (c) Licensee's failure to use updated or modified Software provided by AAI; (d) Licensee's Use of the Software other than in accordance with this Agreement and the Documentation, or (e) compliance by AAI with designs, plans or specifications furnished by or on behalf of Licensee.

6.4 THE PROVISIONS OF THIS **SECTION 6** SET FORTH AAI'S SOLE AND EXCLUSIVE OBLIGATIONS, AND LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

7. Limitation of Liability

7.1 NEITHER PARTY SHALL BE LIABLE FOR: (A) ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ANY COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES, 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; OR (B) AGGREGATE DAMAGES IN EXCESS OF THE FEES PAID TO AAI DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

7.2 *Limitation of Liability Exclusions.* The limitations of liability set forth in **Section 7.1** above do not apply to, and each party accepts liability to the other for damages related to: (a) claims that are the subject of intellectual property infringement indemnification under this Agreement; (b) claims based on either party's breach of its obligations set forth in **Section 5** (Confidentiality); (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property; and (d) Licensee's payment obligations hereunder (if any).

7.3 *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.

8. Term and Termination.

8.1 *Agreement Term.* This Agreement is effective as of the Effective Date and unless the Agreement is sooner terminated by either party in accordance with this **Section 8**, shall remain effective for the

Software License Term pursuant to the Purchase Agreement. Upon any such expiration of the Software License Term, the license to Use Software hereunder shall terminate, and Software will become inoperable.

8.2 *Termination.* Notwithstanding the foregoing, this Agreement may be terminated by either party immediately upon written notice if the other party: (a) becomes insolvent and ceases doing business; (b) materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice; or (c) the Purchase Agreement stands terminated according to its terms.

8.3 *Effect of Termination.* Upon the effective date of termination or expiration of this Agreement: (a) Licensee's license to the Software ceases, and Licensee shall immediately remove all copies of the Software from all systems owned or controlled by Licensee, and (b) any and all payment obligations of Licensee will immediately become due. Each party will securely destroy all copies of Confidential Information of the other party in its possession except as required to comply with any applicable legal or accounting record keeping requirement. The terms and conditions of **Sections 3, 4 and 5 through 9** shall survive any termination or expiration of this Agreement.

9. General.

9.1 *Export.* Licensee agrees not to export, or allow the export or re-export of any Software, or of information regarding any Software in violation of any export laws, restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority.

9.2 *U.S. Government.* If Licensee is a US Federal Government Agency, then the terms in the remainder of this **Section 9.2** apply. This 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 Agreement specifically granting those rights.

9.3 *Open Source Software.* The Software contains and is distributed with open source software that is covered by different licenses. AAI's obligations set forth in this Agreement do not extend to any such open source software. Licensee 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 Licensee from time to time in writing (email or a notice visible within the Software to suffice).

9.4 *Records.* Licensee shall maintain records regarding its Use and shall make such information available to AAI upon request. Upon reasonable request, AAI shall have the right to audit Licensee's Use to verify compliance with the terms of this Agreement, and Licensee will promptly pay over any underpayment discovered in the course of such audit, based on AAI's then-current price list, plus interest.

9.5 *Governing Law and Jurisdiction.* This Agreement will in all respects be governed by the laws of California without regard to its conflict of laws principles. The United Nations Convention on Contracts

for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Santa Clara County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

9.6 *Injunctive Relief.* The parties acknowledge that any breach of the confidentiality provisions 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.

9.7 *Force Majeure.* A party is not liable under this Agreement for non-performance (other than failure to pay) caused by events or conditions beyond that party's reasonable control.

9.8 *Assignment.* Neither party may assign this Agreement or any right or obligation hereunder without the other party's prior written consent; provided, however that AAI may assign this Agreement 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 Agreement will be binding upon and inure to the benefit of the parties hereto and their respective assigns and successors.

9.9 *Publicity.* AAI may publicly reference that Licensee is a customer of AAI without the prior consent of Licensee.

9.10 *Notices.* Any notice required by this Agreement shall be made in writing to the address set forth in the heading to this Agreement, or by email to legalnotices@automationanywhere.com and marked "Attention: Legal". Any notice given in conformance with this Section shall be effective upon actual delivery or refusal of delivery.

9.11 *Headings.* Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

9.12 *Interpretation; Modification; Waiver; Severability.* This Agreement constitutes the entire understanding between Licensee and AAI with respect to the subject matter hereof. No terms or conditions set forth in any purchase order or other document provided by Licensee to AAI shall be part of any agreement between AAI and Licensee unless specifically agreed to by AAI in writing. No modification of this Agreement 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 Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third party beneficiaries to this Agreement. If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed severable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions



of this Agreement, unless such omission would frustrate the intent of the parties, in which case this Agreement may be reformed to give effect to the other provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the Effective Date.

AUTOMATION ANYWHERE, INC.

[LICENSEE LEGAL NAME]:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____