

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-422

SAP Number

## Auditor-Controller/Treasurer/Tax Collector

Department Contract Representative  
Telephone Number

Don Le

(909) 382-3002

Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

UiPath

Nikki Jansen

(949) 339-0317

6/8/2021 – 6/7/2026

Non-financial

N/A

Non-financial

3409001000

**Briefly describe the general nature of the contract:** *Master Software and Services Agreement with UiPath for robotic process automation and artificial intelligence technologies.*

### FOR COUNTY USE ONLY

Approved as to Legal Form

►   
Bonnie Uphold, Deputy County Counsel

Date 5-24-21

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►   
Ensen Mason, Auditor-Controller/Treasurer/Tax  
Collector

Date

5/25/21



Agreement ID: 00775906

### Master Software and Services Agreement

This Master Software and Services Agreement is entered into as of the date (i) the last Party signs this Agreement or (ii) otherwise accepts the terms of this Agreement ("**Effective Date**") between UiPath and Customer ("**Agreement**"). By signing or otherwise accepting this Agreement, you represent you have the capacity to represent the entity identified herein as the Customer. UiPath and Customer are each a "**Party**" and collectively the "**Parties**" to this Agreement.

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

**Affiliate** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where Control means the direct or indirect control of greater than 50% of the voting rights or equity interests of a Party or the power to direct or cause the direction of the management and/or business strategy of that Party.

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

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

**Customer Data** means any data, information, PII and other proprietary Customer content created prior to or independently from any Customer interaction with UiPath Technology and imported into the Technology or accessed by UiPath in connection with or for the purpose of provision of Services, excluding any UiPath IP Rights.

**Documentation** means the official Software guides available on the Trust Portal.

**Fee(s)** means the fees payable for the license to use the Technology or benefit from the Services and any expenses incurred in the performance of Services, 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, registered designs, trade secrets, 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.

**Licensing Policy** means the parameters defining the license grant permissions and related use restrictions applicable to each version of the Software, as available on the Trust Portal.

**Order** means the order form or statement of work mutually accepted by the Parties and excluding any terms and conditions thereof added unilaterally by Customer or a UiPath partner.

**PII (Personally Identifiable Information)** means any information related to an identified or identifiable natural person as defined by, as applicable, Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act (CCPA), and other applicable privacy laws and **PHI (Protected Health Information)** 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)).

**Software** means software, with any and all additional versions, updates, enhancements, developments, modifications, derivative works, scripts, connectors, plugins, SDKs, APIs, or extensions thereof (if and when available) (collectively referred to as "Improvements"), and the underlying Documentation, including any hosted service provided by UiPath, subject to the Licensing Policy.

**Services** means professional services specified in an Order, excluding Support.

**Support** means maintenance and service levels which apply to the Software during the License Term as provided in the support terms available on the Trust Portal.

**Technology** means, as identified in the applicable Order: (i) Software and (ii) materials developed by UiPath for Customer during performance of Services.

**Trust Portal** means the collection of compliance documentation and policies made available and amended by UiPath from time to time at [uipath.com/legal/trust-and-security](https://uipath.com/legal/trust-and-security) (or successor website) and integrated by way of reference in the Agreement.

**UiPath** means the UiPath entity entering into this Agreement, as described in the Governing Law and Dispute Resolution section.



Agreement ID: 00775906

## 2. AGREEMENT GOVERNANCE

**2.1.** This Agreement applies to the Software and Services identified in the relevant Orders. For the avoidance of any doubt, this Agreement does not apply to any software or services released by UiPath for community use, trial, early access, alpha, beta or preview, or any other Software released after the Effective Date, which may be governed by specific terms of use as further detailed on the Trust Portal.

## 3. LICENSE AND IP RIGHTS

**3.1. License.** Subject to the terms and conditions of this Agreement, UiPath grants Customer and its Affiliates, upon delivery of license keys and during the License Term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use the Technology specified in the applicable Order, solely for their internal business purposes and in accordance with the Licensing Policy and the Documentation.

**3.2. IP Rights.** This Agreement does not grant either Party any rights, implied or otherwise, to the other Party's IP Rights. UiPath, its Affiliates and their licensors own and retain all IP Rights to the Technology, including without limitation any integrations, code, patches, materials, data, know-how, background technology, workflows or similar assistance otherwise provided to Customer. Customer owns all Customer Data, and each Party owns and retains all IP Rights in their respective pre-existing tools, software, databases, methodologies and documents. The Customer acknowledges that if it provides any suggestions or feedback to UiPath, it does so voluntarily and UiPath will be entitled to use any suggestions or feedback, in any way and for any purpose in relation to the Technology.

## 4. ORDERING PROCESS

**4.1. Orders.** All Orders are subject to this Agreement, irrespective of whether a reference to this Agreement is made or not. Commercial terms agreed in an Order shall only be applicable for the Software and specifics of that respective Order and shall not extend to subsequent Orders placed under the Agreement, unless expressly agreed by the Parties in those subsequent Orders.

**4.2. Affiliates' Orders.** Customer may place Orders for its Affiliates under this Agreement and will cause such Affiliates to comply with Customer's obligations herein. Any Customer Affiliate may place Orders with UiPath and its Affiliates, listed in the Governing Law and Dispute Resolution Section, by referencing this Agreement, and such Customer Affiliate will be deemed as Customer.

## 5. PAYMENT TERMS

**5.1. Applicability.** These Payment Terms apply only if Customer orders the Technology directly from UiPath. Payment terms agreed between Customer and a UiPath partner are not binding on UiPath. Any reference to Customer in this section is a reference to its paying entity placing the Order.

**5.2. Payment.** Unless otherwise agreed in the applicable Order, UiPath will issue an invoice for each Order as follows: (i) Software Fees will be invoiced annually in advance; (ii) Services Fees will be invoiced monthly, as incurred. Invoices will be delivered only electronically and payable within sixty (60) days from Customer's receipt thereof. Provided that UiPath has obtained Customer's written approval prior to incurring any such costs, Customer will pay all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by UiPath in connection with providing the Services. Except as otherwise provided herein, such expenses will be charged at cost and invoiced together with the Services or separately.

### 5.3. Intentionally omitted.

**5.4. Payment Disputes.** Customer will pay any undisputed amounts in the invoice. Within fifteen (15) days from the invoice date Customer will report any alleged errors to UiPath in writing and the Parties will work to settle the dispute amicably within thirty (30) days therefrom.

**5.5. Taxes.** Fees are exclusive of any taxes. Customer agrees to pay any 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 which UiPath is permitted to collect from Customer under applicable law. UiPath will exempt Customer from paying the Transaction Tax only when Customer provides UiPath with a validly signed tax exemption or equivalent certificate in any jurisdiction where such certificates are available. 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,



Agreement ID: 00775906

fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal, or other authority as required by law. UiPath is responsible for taxes and any employment obligations due for its personnel performing the Services.

- 5.6. Changes.** UiPath is free to establish the Fees at its own discretion. UiPath will not change the Fees applicable to an Order already accepted by it. UiPath will notify Customer of any change in Fees and such change will become effective upon Customer placing a new Order or the renewal of any current License Term following such notice.

## 6. CLAIMS

- 6.1. UiPath Obligations.** UiPath will defend, indemnify and hold harmless Customer, at its expense, against any third-party claim, action, or legal proceeding, alleging that the use of the Technology during the License Term, as delivered by UiPath, infringes the third party's patent, copyright or that UiPath misappropriated the third party's trade secret ("IP Claim").

### 6.2. Intentionally omitted.

- 6.3. Conditions.** If a credible IP Claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any intellectual property rights, Customer will use reasonable efforts to notify UiPath promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve UiPath of its obligations only if and to the extent that such delay or failure materially prejudices UiPath's ability to defend such lawsuit or claim. Customer will give UiPath sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that UiPath may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the Technology that is the subject of the IP Claim. UiPath will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by UiPath as per this section) in the limits set out in this Agreement.

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

- 6.5. Remedy.** If UiPath reasonably believes that an IP Claim might restrict Customer's use of the Technology, UiPath will seek to: (i) procure the right for Customer to continue using the Technology under the terms of the Agreement; (ii) replace/modify the impacted components to avoid the alleged infringement; or (iii) terminate Customer's license to the Technology (or relevant component) and refund the associated prepaid and unused Fees. The remedies in this section are sole and exclusive remedies of the Party seeking defense and sole liability of the Party defending it, with respect to an IP Claim.

- 6.6. Insurance.** Without in anyway affecting any indemnity obligations provided and in addition thereto, UiPath shall secure and maintain throughout the contract term the following types of insurance with limits as shown in Schedule A, as attached hereto and incorporated herein.

## 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. Under no circumstances may UiPath 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, UiPath's indemnification obligations, the maximum aggregate liability of each Party for all claims (individually and together) under or relating to this Agreement will not exceed the Fees paid to UiPath under this Agreement for the relevant Technology in the twelve (12) months before the initial claim or \$500,000, whichever is higher. This limitation will apply whether the claim arises from contract or tort and regardless of the theory of liability but will not limit payment obligations.





## 8. WARRANTY

### 8.1. Limited Warranties and Remedies

**8.1.1. Product Warranty.** For a period of ninety (90) days from the delivery of the Software to Customer, UiPath warrants the Software will substantially conform to the Documentation, provided that the Software is used in accordance with the terms of this Agreement and applicable law. To the extent permitted by law, UiPath's sole liability under this warranty will be, in UiPath's reasonable commercial discretion, a repair or replacement of the relevant Software. If UiPath deems the repair or replacement is not commercially reasonable, UiPath will terminate such Software and refund the prepaid and unused Fees with respect to the terminated Software as of the date of termination.

**8.1.2. Services Warranty.** UiPath warrants that Services will be performed in a professional and workmanlike manner.

**8.1.3. Customer Warranty.** Customer represents that it has the appropriate rights to allow UiPath to use and/or modify any software or products as part of any Services.

**8.2. 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 UiPath, nor its Affiliates, licensors or their personnel, make any warranty of any kind (express, implied, statutory or otherwise) and UiPath specifically disclaims all warranties, including merchantability, fitness for a particular purpose or non-infringement or ability of the Technology to integrate or interoperate with other software or services or perform uninterrupted or error-free. Each Party disclaims all liability for 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 restrictions prescribed in this Agreement, including the Acceptable Use Policy available on Trust Portal, and attached hereto as Schedule B. Without limiting the generality of the foregoing, Customer shall not disassemble, decompile, or otherwise reverse engineer such Technology, permit third parties access to the Technology outside the scope of this Agreement by sublicensing, renting, leasing, time sharing or using it in a service bureau, or removing (or failing to reproduce in any copy) any copyright or other proprietary notice. Customer further acknowledges the Software is subject to the limitations and standards prescribed on UiPath's Trust Portal.

**9.2. Third-Party Access.** Customer may allow its Authorized Users and Affiliates to use the Technology and access the Services solely for Customer's internal business purposes, provided that (i) Customer ensures its Authorized Users and Affiliates comply with the terms of this Agreement and (ii) Customer shall be liable towards UiPath as if their acts and omissions would have been its own. Upon request, Customer will provide UiPath with details and use reports of all Authorized Users and Affiliates.

**9.3. Third-Party Components.** The Technology may contain third party components embedded within which include open source code. Notwithstanding anything to the contrary herein, use of the open source software will be subject to the license terms and conditions applicable to such open source software, to the extent required by the applicable licensor (which terms shall not restrict the license rights granted to Customer hereunder).

**9.4. Third-Party Products.** Customer is free to use the Technology in conjunction with third-party data bases, products, services or platforms, by complying with all terms and conditions enforced by third-party providers thereof, bearing the entire risk of such use. Use of third-party products resold or distributed by UiPath will be subject to the terms and conditions set by the relevant IP Rights owners, as made available on the Trust Portal.

**9.5. Export Control.** The Parties acknowledge that 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"). On the Effective Date and throughout the term of this Agreement, 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.



Agreement ID: 00775906

**9.6. Audit.** UiPath 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 twelve (12) months, UiPath may perform the verifications onsite, either directly or by appointing a subcontractor, and Customer agrees to provide all the required assistance and support. If the verification discloses a non-conformity Customer will immediately address it.

**9.7. Confidentiality.** Before or after the Effective Date, Parties or their Affiliates may exchange information under this Agreement which shall be deemed confidential if disclosed in any form or manner and marked confidential, including but not limited to 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 related to the Technology are considered UiPath'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 confidentiality obligations of this Agreement replace any prior confidentiality provisions agreed between the Parties. This Agreement is subject to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 6250) (collectively, "Regulations"). All information, including detailed price and cost information, is public information. If UiPath believes that any portion of this Agreement (including any attachments, amendments, SOWs, and SLAs), materials, or work product provided to Customer is exempt from public disclosure, UiPath must clearly mark that portion "Confidential" or "Proprietary". UiPath also must include a brief description that identifies the recognized exemption from disclosure under the Regulations. Customer will use reasonable means to ensure that such information is safeguarded but will not be held liable for inadvertent disclosure of the information. Information marked "Confidential" or "Proprietary" in its entirety will not be honored, and Customer will not deny public disclosure of any information so marked. UiPath represents that it has a good faith belief that such portions are exempt from disclosure under the Regulations. If the receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the disclosing Party, it will, to the extent legally permissible, promptly notify the disclosing Party and if requested by the other Party, tender to the disclosing Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by law.

**9.8. 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 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. TERM AND TERMINATION

**10.1. Term.** Unless otherwise agreed in an Order, the license term for the Software is twelve (12) months ("License Term"). This Agreement is effective as of the Effective Date and will continue for a period of five (5) years, unless terminated earlier as permitted herein.

**10.2. Termination.** This Agreement may be terminated as follows:

**10.2.1. Material Breach of the Agreement:** by either Party, immediately upon written notice to the other, if the other Party has made a material breach hereunder and, to the extent the breach can be cured, has not been cured within thirty (30) days as of the notice date.

**10.2.2. Change of Control:** by UiPath, with thirty (30) days written notice, in case of a change of control as prescribed in the Change of Control section.

**10.2.3. Additional Termination Events:** by either Party, immediately upon written notice to the other Party (i) when, due to the applicable law or on account of a regulator's or similar body's decision or ordinance, it becomes unlawful or illegal to it to continue the performance of this Agreement, including but without limitation, as a result of a breach or misrepresentation of a Party's export control obligations described in Export Control section; or (ii) if such other Party commences or has commenced against them bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.



Agreement ID: 00775906

**10.3. Effect of Termination.** Except for termination for Customer's material breach, all Orders will be in effect until the expiration of their term. Unless otherwise agreed by the Parties in writing, termination of an Order will not trigger termination of this Agreement. Upon termination of this Agreement, an Order or expiration of any License Term, the license and rights for the respective Technology or Services 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 acknowledges that, except as otherwise provided under this Agreement, it will not be entitled to a refund of any fees paid hereunder after the delivery of Services, the Product activation key or any renewal thereof and that all Fees unpaid become immediately due and payable.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

**11.1. Governing Law.** This Agreement is governed by the laws of the State of California. 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. If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney fees, regardless of who is the prevailing Party. The foregoing shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under indemnification and insurance requirements.

**11.2. Intentionally omitted.**

**11.3. Intentionally omitted.**

**11.4. Venue.** The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

## 12. GENERAL

**12.1. Subcontractors.** UiPath may use subcontractors to perform the Services and will be responsible for performance of the Services by such subcontractors as for its own actions under this Agreement. UiPath may not use subcontractors located outside of the continental United States to provide perform Services unless approved by Customer in writing prior to contact.

**12.2. Analyses.** UiPath or its Affiliates may perform analyses which may contain technical, usage and other telemetry data from Customer's use of the Technology and, if made available by Customer to UiPath, Customer Data ("**Analyses**"). Customer Data utilized as part of Analyses will be anonymized and aggregated. Analyses may be used for purposes such as providing Improvements, developing software, training machine learning algorithms, and identification of industry trends and developments, including creation of indices and anonymous benchmarking.

**12.3. Data.** Customer acknowledges that use of the Technology or Services does not require any PII. However, to the extent PII is processed by UiPath, UiPath will be considered a processor on behalf of the Customer and the data processing agreement available on the Trust Portal will apply to such processing. Customer must not use PHI with UiPath servers/cloud.

**12.4. Entire Agreement and Severability.** This Agreement with all references herein is the entire understanding between UiPath and Customer and supersedes any prior written or oral agreement related hereof. Unless otherwise prescribed hereunder, any amendment to this Agreement will be made in writing and will be signed by authorized representatives of the Parties. Any terms or conditions submitted to UiPath do not form part of this Agreement and are void, unless specifically amended in writing and signed by the authorized representatives of the Parties. A conflict between the terms of this Agreement, will be settled per the following order of prevalence: (i) Order accepted by the Parties, (ii) additional terms for new features/functionalities, and (iii) this instrument. If any provision hereof is or becomes illegal, invalid or unenforceable for any reason, all other provisions of this Agreement will remain in full force and effect.

**12.5. Force Majeure.** Except for any payment 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.





Agreement ID: 00775906

**12.6. Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder 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.

**12.7. Intentionally omitted.**

**12.8. No TUPE.** For the avoidance of doubt, the license granted under this Agreement or the provision of Services, including Support, by UiPath to the Customer or its Affiliates does not represent a transfer of undertaking within the meaning of any national, state and local laws and regulations (including European Union, where applicable) on the safeguarding of the employees' rights in the event of transfer of undertakings, businesses or parts thereof. However, in the event that any public authority or body or any employee (or former employee) of UiPath/the Customer or its Affiliates claims or alleges or otherwise is deemed that he/she has transferred to or become employed by the other Party as a result of this Agreement, by virtue of the aforementioned legal provisions (**Transfer Claim**), the one Party which becomes aware of any Transfer Claim shall give notice to the other party of such Transfer Claim as soon as reasonably practicable and the Parties should co-operate in good faith in order to challenge such Transfer Claim.

**12.9. 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 lack of a valid Customer e-mail address, UiPath can use an e-mail address publicly available or any email addresses previously used in the communication with UiPath.

To UiPath	To Customer
Privacy: <a href="mailto:privacy@uipath.com">privacy@uipath.com</a>	Security: <a href="mailto:security.breach@uipath.com">security.breach@uipath.com</a>
Orders: <a href="mailto:sales.support@uipath.com">sales.support@uipath.com</a>	<a href="mailto:dustin.morse@atc.sbcounty.gov">dustin.morse@atc.sbcounty.gov</a>
Invoicing: <a href="mailto:accounts.receivable@uipath.com">accounts.receivable@uipath.com</a>	Cc: <a href="mailto:accounts.receivable@uipath.com">accounts.receivable@uipath.com</a>
Compliance: <a href="mailto:legal.compliance@uipath.com">legal.compliance@uipath.com</a>	Others: <a href="mailto:contractnotice@uipath.com">contractnotice@uipath.com</a>
	Customer registration e-mail address
	Support: per Support Terms

**12.10. Publicity.** No news releases, advertisements, public announcements or photographs arising out of the Agreement or UiPath's relationship with Customer may be made or used without prior written approval of Customer.

**12.11. 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. UiPath reserves all rights not expressly granted under this Agreement. Nothing here creates a legal partnership, joint venture, agency, or employment relationship between Customer and UiPath or their Affiliates.

**12.12. Survival.** The following sections will survive non-renewal or termination of this Agreement for any reason: IP Rights, Payment Terms, Limitation of Liability, Compliance, Governing Law and Dispute Resolution, Notices, Waiver and Reservation of Rights and 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).

**12.13.E-Signature.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[signature page follows]





Agreement ID: 00775906

Signatures

**UiPath Inc.**

Address: 90 Park Ave 20th floor, New York, NY 10016, USA

By: Mihai Faur

Title: Chief Accounting Officer & Corporate Controller

Date: 4/14/2021

Authorized Signature:

DocuSigned by:  
*Mihai Faur*  
A33CEA559A0A4A9...

**County of San Bernardino**

Address: 385 N Arrowhead Ave, San Bernardino, California, 92415-0103, USA

By: Curt Hagman

Title: Chairman, Board of Supervisors

Date: JUN 08 2021

Authorized Signature:

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELE  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By

Deputy



Agreement ID: 00775906

### ATTACHMENT A INSURANCE REQUIREMENTS

UiPath, using commercially reasonable efforts, shall maintain the following insurance policies with insurer(s) having an AM Best Rating of A- or better as per the below table. Upon Customer's request, prior to or during the execution of the Agreement, UiPath shall deliver or make available for download (a) certificate(s) of insurance, showing compliance with the insurance requirements. UiPath shall endeavor to provide Customer thirty days written notice in event of cancellation of policies required herein. None of the requirements as to types or limits or Customer's approval of insurance coverage to be maintained by UiPath are intended to and shall not limit the liabilities and obligations assumed by UiPath under the Agreement.

Type	Maximum Limits
Commercial General Liability Insurance (including Personal & Advertising Injury and Products/ Completed Operations)	\$1,000,000 (each occurrence); \$2,000,000 in the aggregate
Commercial Auto Liability Insurance (for owned, leased, hired, and non-owned vehicles)	\$1,000,000 (each occurrence)
Excess/Umbrella General and Auto Liability Insurance	\$5,000,000 per occurrence and in the aggregate
Workers' Compensation Insurance	In compliance with statutory requirements
Employer's Liability Insurance	\$1,000,000 each occurrence
	Bodily Injury (each accident) \$1,000,000
	Bodily Injury (by disease, policy limit) \$1,000,000
Cyber Liability Insurance	\$4,000,000 (per event and in aggregate)
Errors & Omissions Liability Insurance	\$4,000,000 (per event and in aggregate)

**ATTACHMENT B****ACCEPTABLE USE POLICY**

This Policy is read together with the agreement ("ToU") between UiPath and the end user/customer/partner ("you").

Unless otherwise defined herein, capitalized terms have the meaning attributed to them in the Agreement. "**Products**" or "**Software**" means any software component and hosted service made available by us and all improvements thereof and "**Services**" means any and all services and related deliverables we provide, either directly or indirectly. Some other specific terms used herein shall have the following meaning:

- "development" or "design" means the creation of an automation workflow;
- "production" or "commercial use" refers to running a software in your working environment in accordance with its intended use.

**Section I. Mandatory rules for use of the Software and access to the Services:**

- (a) you must use them in accordance with the Agreement and as described in the Licensing Models Policy;
- (b) you must comply with all terms and conditions required by third-party providers of any data, products, services, platforms, etc. you might use with the Software and Services and carry the entire risk of such use;
- (c) you must not use them to operate in a service bureau, managed service or commercial hosting services environment, unless expressly approved by UiPath in writing;
- (d) unless expressly allowed by us, you will not mix production purpose Software with non-production purpose Software;
- (e) you must not exceed the number of allocated licenses, or circumvent any technological protection measures set by UiPath to control access to the Software;
- (f) unless otherwise instructed by UiPath, you may copy the Software and any associated licenses solely as needed for disaster recovery purposes, in case of force majeure; UiPath may request proof of the force majeure;
- (g) you must not use and will not encourage others to use the Software or Services (i) for benchmarking or comparison purposes, (ii) to acquire any technical specifications and gain a competitive technological or business advantage, (iii) to use outputs of UiPath machine learning technology and related tools with non-UiPath machine learning technology and related tools, (iv) to infringe any rights, (v) to violate any laws or contracts, (vi) to access, tamper with or use non-public areas of any systems of UiPath, its Affiliates or their users, (vii) to perform any type of security testing, including penetration testing;
- (h) you must not use the Software or Services for any purposes prohibited by US, EU or other applicable law, including any export control laws or in connection with the design, construction and/or operation of any system where the use or a failure of such system could result in a situation that threatens the safety of human life or severe physical harm or environmental or property damage (including, for example, use in connection with any nuclear, avionics, life support or other life critical application). The Software is not fault tolerant and are not designed for such use and UiPath expressly disclaims any liability or warranty for such high-risk use;
- (i) you must not alter, adapt, merge, modify, translate, decompile, develop versions or derivative works, reverse engineer, upgrade, improve or extend, features or functionalities of the Software or Services or otherwise derive source code therefrom, except to the extent expressly permitted under applicable law and if it is essential to do so for the purpose of achieving interoperability of the Software or Services with another software program, and provided that, you have first requested UiPath to provide the information necessary to achieve such interoperability with at least 90 (ninety) days advance written notice and UiPath has not made such information available;
- (j) you must not remove, alter, modify or appropriate or use as yours, any proprietary markings included therein;
- (k) you must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute your rights acquired under the Agreement;
- (l) you must flow down all your obligations herein to, and will be liable for, all third parties you give access to Software /Services.



Agreement ID: 00775906

Section II. If UiPath provides you any Services, you will:

- (a) back-up and validate data from all systems that may be accessed during and in connection with the provision of Services and UiPath assumes no liability for data loss or corruption thereof;
- (b) not rely on UiPath providing any installations, deployment assistance or incident resolution in relation to any hardware or software other than the paid Software and Services;
- (c) make sure you have all necessary rights to any third-party products you request UiPath to add within the Services provided to you.

Section III. As for your ethical obligations and conduct to which we keep all our customers and partners:

- (a) you will not defame, stalk, harass or threaten UiPath or others, or organize acts of violence;
- (b) you will not use the Software or access the Services for immoral purposes;
- (c) you will not use or allow any third party to use the Software or Services to interfere in any political, electoral or democratic process.

Section IV. Section IV. If you use technology based on artificial intelligence (AI) and machine learning (ML) technology, with or within or as part of, UiPath's Software and/or Services, you must observe the following principles:

- (a) respect persons and human rights and take into consideration the practical and emotional factors in relation to using the technology;
  - (b) use good quality, high volume, and unbiased data, and use personal data to the minimum extent possible in designing and creating your AI/ML technology or otherwise adapting AI/ML technology (where creation or adaptation are permitted by, as applicable, UiPath or the copyright owner);
  - (c) use the privacy by design principles in a demonstrable manner and be able to provide documentation explaining how the technology works to users or persons impacted by it;
  - (d) define the outcome of employing the AI/ML technology and be transparent about its limitations as well as about the limitations of the data used to train the AI/ML based product or service;
  - (e) make sure to involve a human arbiter in the process if your product or service enables automated decision-making mechanisms;
  - (f) keep detailed records of your design process and decision making when designing or creating your AI/ML technology or otherwise adapting/re-training AI/ML technology (where creation or adaptation are permitted by, as applicable, UiPath or the copyright owner).
- Section V. UiPath may provide certain offerings or licenses subject to associated specific terms and conditions, as follows:

- (a) **Upgrade Support Licenses:** you may need upgrade support licenses which UiPath will provide at its sole discretion; you will only use them as needed for the purpose of upgrading from one Software version to another and the number of upgrade support licenses will not exceed the number your production licenses at any time.
- (b) **Non-Production Licenses:** we may provide you Software licenses limited to non-production use (e.g. for trial, internal training, evaluation, etc.); you will not use them for commercial purposes or in a production environment and you will only use "dummy data" therein with no personal data or protected health information (as defined under applicable privacy laws);
- (c) **Specific packages and Preview offerings:** there are specific conditions which you have to fulfill in order to access either of them and additional terms and conditions may apply. You will find more details on UiPath's or its Affiliates' websites.

Section VI. If we notice any inactivity on your side or if you don't renew your subscription, we reserve the right to take certain measures:

- (a) **Community:** if we notice inactivity in your use for more than 90 (ninety) consecutive days, we may close your account and/or delete any data you're imported into the Software, which may no longer be recovered;





Agreement ID: 00775906

(b) **Trial enterprise:** if by the end of the trial license period for a Software component, you did not purchase the enterprise version subscription, UiPath reserves the right to demote your organization to the community edition; as a consequence some of the Software components you had access to during trial will no longer be available and consequently any data imported in such components may be deleted by UiPath and may not be recovered;

(c) **Enterprise:** if within 14 (fourteen) days from the end of the enterprise license period for a Software component, you did not renew your enterprise subscription, UiPath reserves the right to demote your organization to the community edition; as a consequence some of the Software components you had access to during enterprise will no longer be available and consequently any data imported in such components may be deleted by UiPath and may not be recovered.

Section VII. In relation to accounts and systems managed by us, the following obligations apply:

(a) you will not attempt to, or gain unauthorised access to any service, account, computer systems or network or circumvent any authentication or security measures or test the vulnerability of the systems or networks;

(b) you will not attempt to, or interfere with any user, host, or network, (e.g by sending a virus, overloading, spamming, or mail-bombing or use the Products or Services to distribute malware, impersonate or misrepresent affiliation with any person or entity);

(c) you will back-up and validate data from all systems that may be accessed during and in connection with the provision of Services and UiPath assumes no liability for data loss or corruption thereof;

(d) you will keep passwords/other login information secured and monitor and control all activity conducted through your account;

(e) you will notify UiPath at [security.breach@uipath.com](mailto:security.breach@uipath.com) if you suspect any illegal or unauthorized activity or a security breach involving your account with UiPath, including any loss, theft, or unauthorized disclosure or use of a username or password;

(f) if a user creates an account with an e-mail address pertaining to, or associated with, a company or organization, UiPath deems that such user is an authorised user;

(g) you are not allowed to sell, buy, or solicit other forms of payment in exchange for account names;

(h) we rely on your good faith to not use names of individuals or organizations that you are not affiliated with, in a misleading manner; unauthorized use may constitute trademark infringement and we may take action against it;

(i) if you believe someone is using your organization's trademark-protected materials or implies any affiliation with your organization, send us an e-mail at [legal@uipath.com](mailto:legal@uipath.com) titled "Account Name Review" and we will assess the matter.

Section VIII. In relation to your data

(a) you will comply with applicable laws and regulations and for obtaining any required import authorizations;

(b) you will allow UiPath to access, use and process the data you upload to or use with the Products and Services as reasonably necessary (a) to provide, maintain and update the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by UiPath's Privacy Policy.

**We reserve the right to update this Policy on <https://www.uipath.com> at any time without prior written notice. Last update made on: 26.10.2020.**