



DLT RIDER TO MANUFACTURER END USER TERMS (For Public Sector End Users)

1. **Scope.** This DLT Rider to Automation Anywhere, Inc. (“Manufacturer”) End User Terms (“DLT Rider”) establishes the terms and conditions enabling DLT Solutions, LLC (“DLT”) to provide Manufacturer’s Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the “Licensee” or “Customer”).
2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer’s Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:
 - a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.
 - b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.
 - c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer’s security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer’s facilities and records to verify Customer’s compliance with this Agreement. Any such audit will take place only during Customer’s normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance (“Notice”); (b) If Customer’s security requirements are not met and upon Manufacturer’s request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer’s compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer’s expense.
 - d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.
 - e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer’s state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.
 - f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.





- g. **Customer.** Customer is the “Ordering Activity”, defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.
- h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.
- i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.
- j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer’s order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer’s Terms are hereby deemed to be deleted.
- l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.
- m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.
- n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer’s termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.
- o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture’s Terms unless expressly stated in Customer’s order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.
- p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.





Automation Anywhere Software License Agreement

This Software License Agreement (“Agreement”), dated as of _____ (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] [Form of Entity] with principal offices at [Licensee Address] for itself and on behalf of its Affiliates (“Licensee”).

1. Definitions.

“Affiliate” means any entity 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.

“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 (i.e., 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 the manuals, handbooks, and other written materials related to the Use of the Software, whether in hard copy or soft copy form, that are provided by AAI along with the Software, and as may be updated by AAI from time to time.

“License Fees” mean the fees payable by Licensee for the right to Use the Software during the applicable Software License Term, subject to all the terms and conditions of this Agreement.

“License Key” means a data token provided by AAI, that is associated with each instance of the Software, and enables the Use of a single copy of a Software module for a specific period of time. License Keys provided for a given Software module (e.g., Server Software, runtime Client Software, or development Client Software) are not compatible with, and may not be used with, other Software modules.

“Order Form” means AAI’s Software order form or other mutually agreed ordering document that (a) specifies the Software licensed by Licensee; (b) references this Agreement; and (c) is signed by authorized representatives of both parties, a sample of which is attached hereto as **Exhibit A**.



“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 and the activation of License Keys on Licensee’s network.

“Software” means (a) AAI’s proprietary software specified on an Order Form, in machine-readable, object code form only, related Documentation, and all modifications made thereto by AAI, and (b) any updates or upgrades that AAI provides to Licensee under this Agreement.

“Software License Extension Term” means each additional renewal period, which shall be for a period of one year or the period specified on an Order Form, for which a license under this Agreement is extended pursuant to **Section 10.2**.

“Software License Initial Term” means the initial license term specified on an Order Form, commencing on the date AAI issues the License Keys to Licensee.

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

“Support” means those support services for which Licensee is eligible under this Agreement during the Software License Term, as provided by AAI in accordance with AAI’s standard support procedures then in effect, a current copy of which is attached hereto as **Exhibit B**.

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

2. License

Subject to the terms and conditions of this Agreement, AAI grants Licensee a limited, non-exclusive, 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 issued a License Key to Licensee, and (b) reproduce and install the Client Software on Client Computers Licensee owns or controls, up to the number of License Keys AAI has issued for such Client 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 provided that Licensee shall be responsible for the acts or omissions of such third-party service providers as if Licensee had acted or failed to act.



3. License Restrictions.

The Software is licensed, not sold. Title to the Software and all associated intellectual property rights are retained by AAI and/or its suppliers. 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 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. Fees and Payment.

4.1 *License Fees.* The License Fee and any other fees due under this Agreement are set forth in AAI's published price list (or the Order Form, if AAI expressly agrees in writing to such different fees). The relevant fees are due and non-refundable even if this Agreement is terminated earlier than the expiration of the relevant Software License Term. The Software License Initial Term License Fee and any other initial fees are due as of the Effective Date. The License Fee for Software License Extension Terms will be invoiced annually, thirty (30) days in advance of the expiration of the Software License Term or as applicable. AAI may change the License Fees at any time; however, any such change shall not affect any then-current Software License Term License Fee.

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

4.3 *Audit Rights.* Licensee shall maintain records regarding the Use of the Software and shall make such information available to AAI upon request. Upon reasonable request, AAI shall have the right to audit Licensee's Use of the Software 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.

5. Limited Warranty

5.1 *Software Warranty.* AAI warrants to Licensee that during the first thirty (30) days following issuance of License Keys 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 5.1** 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 license for such Software and refund the License Fee for such Software.

5.2 *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 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 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 License Key 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.

5.3 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 5** ARE A MATERIAL PART OF THE AGREEMENT, AND AAI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH DISCLAIMERS.

6. Support.

During the Software License Term and subject to Licensee's compliance with terms of this Agreement, including full payment of License Fees, AAI will provide Support in accordance with its then-current support policy. Licensee agrees that AAI may in its sole discretion provide, but Licensee has no right to Support for: (a) Software that has been modified by any party other than AAI, or that has been improperly installed or used in a manner other than as set forth in the Documentation and authorized under this Agreement; or (b) any release of the Software other than the most current release made available by AAI and the immediately prior release.

7. Confidentiality.

7.1 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 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.

7.2 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.

8. Indemnity.

8.1 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) above cannot be accomplished despite AAI's reasonable efforts, then AAI may terminate Licensee's rights and AAI's obligations hereunder with respect to the affected Software and refund that prorated portion of the License 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.

8.2 Indemnity Obligations. AAI's indemnification obligations under this **Section 8** 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.

8.3 Indemnity Exclusions. AAI will have no liability 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 or specified 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.

8.4 THE PROVISIONS OF THIS SECTION 8 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.

9. Limitation of Liability

9.1 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 OR PAYABLE BY LICENSEE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

9.2 Limitation of Liability Exclusions. The limitations of liability set forth in **Section 9.1** above do not apply to, and each party accepts liability to the other for: (a) damages related to claims that are the subject of indemnification under this Agreement, (b) claims based on either party's intentional breach of its obligations set forth in **Section 7** (Confidentiality), and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.



9.3 *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 to Licensee.

10. Term and Termination.

10.1 *Agreement Term.* This Agreement is effective as of the Effective Date until the expiration of the last applicable Software License Term under **Section 10.2** unless the Agreement is terminated as provided in **Section 10.3**.

10.2 *Software License Term.* Unless either party provides prior written notification of its intent to not renew at least sixty (60) days prior to the expiration of the Software License Initial Term or an applicable Software License Extension Term, Licensee's payment of the License Fee for the next Software License Extension Term according to the terms of **Section 4.1** above shall renew the applicable Software License Term for a new Software License Extension Term. Upon any expiration of the Software License Term, the License Keys will expire and the Software will become inoperable.

10.3 *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, or (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.

10.4 *Effect of Termination.* Upon the effective date of termination 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 0, 4, 5, 7** through **10**, and **11.4** shall survive any termination of this Agreement.

11. General.

11.1 *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.

11.2 *U.S. Government.* The Software and accompanying Documentation are "commercial items" as that term is defined at section 2.101 of the US Government Federal Acquisition Regulations. If Licensee is, or provides Software to, a US Federal Government Agency, then the terms in the remainder of this section **11.2** apply. AAI provides the Software and Documentation, including any related technical data, and/or professional services only those rights in technical data and software customarily provided to the public as defined in this Agreement in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software). If acquired by or on behalf of any Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. If any Federal Agency has a need for rights not conveyed under the terms described in this Section, it must either (1) negotiate



with AAI to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective; or (2) return Software and Documentation to AAI. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

11.3 *Open Source Software.* The Software contains and is distributed with open source software that is covered by a different license. 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).

11.4 *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 any implementation of the Uniform Computer Information Transactions Act. 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.

11.5 *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.

11.6 *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, if the party makes reasonable efforts to perform.

11.7 *Assignment.* Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its Affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

11.8 *Notices.* Ordinary day-to-day operational communications may be conducted by email or telephone communications. Any other notice required by this Agreement shall be made in writing



and given by (a) personal delivery, (b) prepaid, first class, certified mail, return receipt requested, (c) email (with a duplicate notice sent promptly by one of the other methods in this Section), or (d) courier service of recognized standing (with confirmation of receipt); in any case to the receiving party, "Attention: Legal" at its address set forth in the heading to this Agreement, or to a different address of which the addressee party has notified the other in accordance with this Section. Any notice given in conformance with this Section shall be effective upon actual delivery or refusal of delivery.

11.9 *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.

11.10 *Interpretation; Modification; Waiver; Severability.* This Agreement, together with the Exhibits referenced herein, 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 accepted 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.

Signature: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

Signature: _____
Name: _____
Title: _____
Date: _____



Exhibit A

Sample Order Form





Exhibit B

Automation Anywhere, Inc. – Technical Support Document

Automation Anywhere, Inc., (AAI) is committed to offering our global subscription customers (Licensees) a technical support program with a comprehensive support plan. Our support plans are designed to help you get the answers you need, when you need them, maximizing your investment in AAI.

Annual Helpdesk Support Plan

Features	24x7 Helpdesk Support
Supported versions	Current version through immediately prior major release
Hours of operation	24X7
Method of access	Phone / Email
Response Method	Phone / Email
Response Time	8–48 Hours (Based upon Severity)
Language of support	English
Remote access to user’s machine	If requested by user
Access to forums and online resources	Yes
Number of designated contacts who can raise tickets	6

AAI follows an incident based Technical Support model. Our in-house Support Team can be reached through the following channels.

- Phone** 1 888 484 3535 Ext – 3 (US Toll Free) 1 408.834.7676 x 3 (International)
- Email** support@automationanywhere.com
- Web** <https://www.automationanywhere.com/support/contact-support>
- Chat** <https://www.automationanywhere.com/support/contact-support> - Click ‘Chat Now’



Severity Levels – Support SLA

Support Levels			
Severity Level	Severity 1	Severity 2	Severity 3
Definition	<p>Any problem(s) which renders the product unusable to the Licensee. These are problems related to the product for which there is no alternate solution available.</p> <p>Ex: Production goes down since the Software does not function at all. Licensee is unable to open/launch or bring the Software to a usable state resulting in a major impact on Licensee's operations.</p> <p>Assumes that affected Software functions were already successfully tested in Licensee's Development and Test environment and were also working successfully in Production environment prior to Severity 1 error occurring in Production environment.</p>	<p>Any problem(s) which has a significant impact on business production; However, Licensee can continue business operations in a restricted manner. These are the problems related to the components of the product which are being faced or encountered by multiple users at the same time.</p> <p>Ex: One of the components of the Software is not performing as expected or is giving unexpected results/output.</p> <p>Assumes that affected Software functions were already successfully tested in Licensee's Development and Test environment and were also working successfully in Production environment prior to Severity 2 error occurring in Production environment.</p>	<p>Any problem(s) which are user-specific and do not have a direct impact on business production. The Software is usable and causes only minor inconvenience.</p> <p>Ex: Questions pertaining to the usage of the Software, best practices, help documentation and other minor errors encountered while working with the Software.</p>
Coverage	24x7 (24 hours a day; 7 days a week).	24x7 (24 hours a day; 7 days a week).	24x7 (24 hours a day; 7 days a week).
Response time	8 hours: call-back or electronic reply.	1 business day: call-back or electronic reply.	2 business days: call-back or electronic reply.
Error Resolution or Workaround Delivery Procedure	<ul style="list-style-type: none"> Immediate steps shall be taken toward solving the errors. AAI will work with the Licensee to address Severity 1 matters until a solution is available or a workaround is provided. 	<ul style="list-style-type: none"> Immediate steps shall be taken to address the problem. AAI will work with the Licensee to address Production matters until solution is available or workaround is provided. 	Severity 3 errors shall be researched within 5 business days of the first AAI response.



Support Levels			
Severity Level	Severity 1	Severity 2	Severity 3
	<ul style="list-style-type: none"> In case a workaround is provided, AAI will downgrade the severity of the ticket in agreement with Licensee to get the permanent fix in future. 	<ul style="list-style-type: none"> In case a workaround is provided, AAI will downgrade the severity of the ticket in agreement with Licensee to get permanent fix in future. 	
Permanent Fix Objective	As appropriate (may be included in the future Software release depending on the issue).	As appropriate (may be included in the future Software release depending on the issue).	As appropriate (may be included in the future Software release depending on the issue).

Helpdesk

You can log in to our helpdesk portal by clicking on the link given below:

<https://automationanywhere.zendesk.com/home>

In order to use Support you need Sign-up to Helpdesk of AAI – Please click on the link given below <https://automationanywhere.zendesk.com/registration> & fill out this form.

You will get a welcome email to verify your email address and once you verified you will have access to the helpdesk.

- You get a ticket id for all your support request raised.
- You get an opportunity to share your feedback for the support experience you had with our experts.
- A profile for your Organization can be created - On Request by sending email to support@automationanywhere.com.
- View your ticket history – By clicking on your Organization Tab in our help desk portal - Provides you a comprehensive list of your support tickets.
- You can view the list of tickets – Pending / Open & Closed.

Terms and Conditions

- Response Time: Response time is defined as the time elapsed between a problem being reported (ticket created) and the problem being acknowledged by a Support Representative to initiate support activities. Reasonable efforts will be invested to immediately respond to and work towards a potential solution for the problems reported.



- Designated Contacts: Access to Support by telephone is limited to your designated contacts. This allows for a centralized and efficient communication channel and it ensures that only your authorized personnel are exposed to your sensitive security-related information.
- Feature Requests or Enhancements: The above severity levels would not be applicable for any feature requests or enhancements.

Scope of Support

- The Support team will be able to help you if you face any problems with existing automations. However, if you want us to modify / rebuild the task for you, you will need to work with our Expert Services team, which will be chargeable Professional Services, not covered under Support.
- Support includes understanding use of a specific feature of the product, assistance with a specific problem or error message.

END OF DOCUMENT