



LICENSE AGREEMENT

PLEASE READ THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”) CAREFULLY BEFORE DOWNLOADING OR USING THE LICENSED IP. THE LICENSED IP IS LICENSED (NOT SOLD). BY DOWNLOADING OR USING THE LICENSED IP, YOU, AS “LICENSEE,” ARE ACCEPTING AND AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. EXCEPT TO THE EXTENT THE LICENSED IP IS SUBJECT TO A SEPARATE WRITTEN SOFTWARE LICENSE AGREEMENT BETWEEN YOU AND LICENSOR, THIS LICENSE AGREEMENT WILL SUPERSEDE ANY AND ALL AGREEMENTS GOVERNING ANY LICENSES OF THE LICENSED IP PREVIOUSLY GRANTED BY LICENSOR TO YOU.

WHEREAS, Zia Consulting, Inc. (“Licensor”) is the owner of technology and know-how known as “Zia Document Repository Activities” (the “Licensed IP”);

WHEREAS, Licensor wishes to grant to Licensee, subject to the terms and conditions contained herein, a license to use Licensed IP for business purposes (the “Licensed Purpose”); and

WHEREAS, Licensee desires to accept the license granted hereby, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the premises and mutual covenants and agreements hereinafter expressed, the parties agree as follows:

1. **DEFINITIONS.** Throughout this Agreement and any exhibits or other attachments hereto, the following terms have the meanings specified below:

1.1 “Confidential Information” means any and all information relating to a party’s business operations including, without limitation, pricing information, the identity of any customers or suppliers, designs, plans, financial information, and any other information relating to any business activity, work in process, future development, manufacturing plans, marketing plans, business plans, strategies, financial matters, personnel matters, present or future products, sales, customers, employees, investors or business operations, as well as the terms of this Agreement.

1.2 “Intellectual Property Rights” means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.

1.3 “Licensed IP” means all of Licensor’s right, title and interest in and to that certain intellectual property known as “UiPath Repository Activities,” a technology that provides solution accelerator for UiPath™ software.

2. **LICENSE.**

2.1 License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, during the Term, a non-exclusive license to use the Licensed IP solely for the Licensed Purpose, in exchange only for Licensee’s covenants and agreements provided herein.

2.2 Licensor’s Use of the Licensed IP. Licensee specifically acknowledges and agrees that Licensor



shall not be restricted in its use of the Licensed IP for any and all purposes other than the Licensed Purpose, nor in its right to license or otherwise dispose of any such rights to use the Licensed IP.

3. REGULATORY COMPLIANCE.

3.1 Compliance. Licensee shall comply with all applicable laws and regulations (including taxes, licenses, fees, license fees, custom fees, etc.) and obtain all appropriate government approvals pertaining to the use of the Licensed IP.

4. OWNERSHIP.

4.1 Ownership. Licensee acknowledges that the Licensed IP is proprietary to Licensor and other than those rights licensed to Licensee under Section 2, this Agreement confers no right or interest in or to the Licensed IP to Licensee. All worldwide Intellectual Property Rights in and to the Licensed IP are, and shall remain, the exclusive property of Licensor.

4.2 Enforcement of Rights. Upon request of Licensor and at the expense of Licensor, Licensee agrees to cooperate with Licensor in protecting and defending the Licensed IP in the Business, including protection against counterfeiting and other acts of infringement by third parties. In the event that Licensee becomes aware of any claim or dispute involving the Licensed IP, or of any counterfeiting or other acts of intellectual property infringement, Licensee shall promptly give Licensor notice of the nature and extent of same. Licensor has no obligation to take any action whatsoever with respect to any such matter, unless Licensee's rights to use the Licensed IP pursuant to this Agreement are jeopardized, in which case Licensor will take all action reasonably necessary to protect the rights granted to Licensee hereunder. In all other events, Licensor may act as it deems appropriate in its sole and absolute discretion with respect to any such matter, including, without limitation, instituting appropriate legal action. Alternatively, Licensor may authorize Licensee to take action with respect to any such matter, subject however, to any conditions imposed upon Licensee (including, but not limited to, an agreement by Licensee to pay all costs associated therewith).

5. REPRESENTATIONS AND WARRANTIES.

5.1 Mutual Representations and Warranties. Each party represents and warrants that it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements of such party or any judgment, order, or decree by which such party is bound.

5.2 Restrictions. Licensee further represents, warrants, and covenants to Licensor that Licensee will not attack the scope, validity or enforceability of any Licensed IP. Licensee agrees that it shall not, at any time, apply for any patent, copyright or trademark that would or could affect Licensor's rights in and to the Licensed IP, or any of Licensor's other proprietary rights, nor file any document with any government authority, or take any action that would or could affect Licensor's ownership of the Licensed IP or Licensor's other proprietary rights, and Licensee shall not aid or abet anyone else in doing so anywhere in the world.

5.3 General Disclaimer. NEITHER PARTY MAKES ANY REPRESENTATIONS, EXTENDS ANY WARRANTIES



OF ANY KIND, ASSUMES ANY RESPONSIBILITY OR OBLIGATIONS WHATSOEVER, OR CONFERS ANY RIGHT BY IMPLICATION, ESTOPPEL, OR OTHERWISE, OTHER THAN THE LICENSES, RIGHTS, AND WARRANTIES EXPRESSLY GRANTED HEREIN.

6. CONFIDENTIAL INFORMATION.

6.1 Confidentiality. The parties agree that the Confidential Information shall be used solely and exclusively for the Licensed Purpose described in this Agreement. A party receiving any Confidential Information of the other party shall take all reasonable measures to keep and hold any such Confidential Information of the other party in strict confidence and shall not disclose such Confidential Information of the other party to any person, entity, firm or corporation without the prior written consent of the party to whom such Confidential Information belongs. A party who has Confidential Information of the other party shall not, except as may be authorized hereafter in writing by the party to whom such Confidential Information belongs, use any Confidential Information of the other party for any purpose not stated in this Agreement. A party receiving Confidential Information of the other party shall limit dissemination of and access to any such Confidential Information of the other party to those employees or consultants of the receiving party who have a good faith need for such access to effectuate the Licensed Purpose of this Agreement and who have executed a standard non-disclosure agreement with the receiving party with terms at least as restrictive as those set forth in this Agreement. The parties hereto further agree that except for disclosure to the respective agents, employees, and authorized contractors (who are bound by confidentiality obligations at least as protective as those in this Agreement), the other party's Confidential Information shall be retained in secret; shall not be utilized in competition with the other party or the other party's successors or assigns; and shall not be disclosed to any third party.

6.2 Exclusions from Confidential Information. Neither party shall have confidentiality obligations to the other party with respect to any information of the other party or any portion thereof which:

- (a) is already known to the receiving party at the time of receiving same;
- (b) is or hereafter becomes publicly known through no wrongful act of the receiving party
- (c) is rightfully received from a third party without restriction on disclosure and without breach of this Agreement; or
- (d) is now or hereafter independently developed by the receiving party and without reliance in any degree upon any Confidential Information of the other party.

In the event either of the parties becomes legally compelled to disclose any of the Confidential Information, it shall provide the other party with prompt notice so that the other party may seek a protective order or other appropriate remedy. In the event such protective order or other remedy is not obtained, the compelled party shall furnish only that portion of the Confidential Information which is legally required.

7. LIMITATION OF LIABILITY.

EXCEPT FOR ANY BREACHES OF SECTIONS 2.2 OR 4, OR IN CONNECTION WITH ANY INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE



POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

8. MISCELLANEOUS.

8.1 Governing Law and Dispute Resolution. This Agreement will be governed by the laws of the state of Colorado, without giving effect to any conflict of laws principles. Any action or proceeding arising from or relating to this Agreement must be brought in a state or federal court in Boulder County, Colorado, and Licensee irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

8.2 Waivers. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right.

8.3 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any applicable jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

8.4 Entire Agreement. This Agreement (including any exhibits or attachments hereto) constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior and all contemporaneous agreements, understandings, marketing materials, and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties.

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