

## Community Agreement

This agreement is made between UiPath and the entity executing the agreement (“**Customer**”) (each a “**Party**”) as of the Effective Date. By signing or accepting this Agreement, you represent that you have the capacity to legally bind the Customer.

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

“**Add-on**” means each and any integrations, know-how, workflows, code created by Customer using the Technology, independently from UiPath, either individually, or in collaboration with a third-party.

“**Agreement**” means this agreement, the documentation and Policies available on the Trust Portal, any amendment and any other reference herein.

“**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.

“**Applicable Laws**” means any and all pieces of legislation that are binding on the Parties, including, and without limitation to, any (i) data protection and privacy laws, including, where applicable, the Regulation (EU) 2016/679 regarding the Personal Data Protection (“**GDPR**”), (i) intellectual property laws, and (iii) other binding regulations applicable to the Parties in relation to their performance under this Agreement.

“**Authorized Users**” means either Party’s Affiliates, and their authorized employees, representatives and contractors.

“**Customer Data**” means any data, material information, and other proprietary Customer content created prior to or independently from any Customer interaction with Software and imported into the Software or as may be accessed by or shared with UiPath, excluding any UiPath IP Rights.

“**Documentation**” means, where available, the applicable official Software documentation published on the Trust Portal.

“**Effective Date**” means the date this Agreement is either (i) signed by authorised representatives of each Party, or (ii) it is otherwise accepted by the Customer, during the enrolment process.

“**IP Rights**” means all rights and intellectual property rights, including rights in, arising out of, or associated with: (i) works of authorship; (ii) databases; (iii) inventions; (iv) trademarks, service marks, logos, symbols, trade dress, trade names, and other indicia of origin, whether registered or unregistered, and the goodwill associated therewith, (v) confidential information and trade secrets; (vi) rights of attribution and integrity and other moral rights of an author; (vii) rights in, arising out of, or associated with a person’s name, voice, signature, photograph, or likeness, including without limitation rights of personality, publicity or similar rights; (viii) rights in, arising out of, or associated with domain names; and (ix) any similar laws arising in any jurisdiction in the world.

“**Licensing Policy**” means the policy containing the parameters, if any, defining the license grant permissions and related use restrictions applicable to each version of the Software, 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.

“**Personal Data**” means (i) 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 (“**PII**”), (ii) protected health information, as regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (“**PHI**”), and (iii) payment card information, which can be linked to an individual, as defined by Payment Card Industry Data Security Standard (“**PCI**”).

“**Policies**” means each and any policy governing use of the Software or the relationship between the Customer and UiPath, as published on the Trust Portal.

“**Software**” means (a) (i) software products licensed to Customer, all as developed by or for UiPath and/or its Affiliates, and delivered to Customer hereunder; (ii) any development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software provided to Customer, including during Support or pursuant to warranty

obligations, (iii) all new releases, versions, modifications, updates, patches, improvements, enhancements, or similar derived works thereto (“**Improvements**”); (iv) any complete or partial copies of the foregoing; (v) Documentation, (vi) derived works of all the foregoing, (vii) all IP Rights related to all of the foregoing, but (b) excluding open source software components, each of which has its copyright notice and license included in the license file.

“**Services**” means any services that may be provided by UiPath and excludes support services.

“**Technology**” means each and together, the (i) Software licensed hereunder, (ii) materials, if any, developed by UiPath for Customer during performance of Services, and (iii) UiPath Background IPR.

“**Trust Portal**” means the collection of documentation and policies made available and amended by UiPath from time to time at [uipath.com/legal/trust-and-security](http://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 below.

“**UiPath Background IPR**” means any IP Rights owned, created, developed, leased and/or licensed by UiPath prior to, outside of, or independently from, the Agreement, including without limitation (i) technology, tools, methods, algorithms, application programming interfaces, know-how and data, (ii) techniques and skills that are specific to UiPath’s business and generic in nature with respect to any customer of UiPath, and (iii) common configurations and generic templates that are not specifically related to any Customer Data or Technology provided to Customer, and all derivative works for items (i) through (iii).

## 2. Purpose and Governance

**2.1. Purpose.** UiPath is a software provider of an end-to-end intelligent automation platform. The Customer is interested in using the Software provided by UiPath under the Community program.

**2.2. Governance.** Except as otherwise provided by UiPath, (i) the Parties agree that this Agreement will only govern Software provided under the Community program, and (ii) Software released under the Community program, but subject to an early access, alpha, beta, or preview designation, is governed by the Evaluation Agreement, made available on the Trust Portal. Certain Software may be subject to additional terms, as made available to the Customer.

## 3. License and IP Rights

**3.1. Community License.** Subject to Customer’s compliance with the terms and conditions of this Agreement, UiPath grants Customer and its Affiliates, upon access or delivery of license keys and during the Term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use such Software that UiPath has made available under the Community edition subject to the conditions herein and the Documentation. If the Customer is either an individual, or an organization that, together with its Affiliates, collectively have (a) less than 250 physical or virtual machines or users and (b) less than the equivalent of USD 5 (five) million in annual revenues, the Customer is deemed a “**Small Business**” and may use the Software for internal business purposes only. If the Customer is an organization that, together with its Affiliates, collectively exceed the limitations set herein for a Small Business, the Customer is deemed a “**Large Business**” and may only use the Software to test and evaluate the suitability, and for non-profit purposes, such as education, hackathons, individual or institutional research, and internal trainings. UiPath reserves the right to delete all Customer Data in the Software if the Customer fails to use that Software for more than 90 (ninety) consecutive calendar days.

**3.2. Add-ons.** Subject to the terms and conditions of this Agreement, UiPath further grants Customer and its Affiliates, during the applicable license term, the right to develop Add-ons by using the Technology, provided that, to the extent there is any UiPath Background IPR in the Add-ons, (i) use of the UiPath Background IPR is limited to applicable license term, and (ii) Customer is not allowed to use the UiPath Background IPR and will not allow its Authorized Users or any third party to use the UiPath Background IPR for (a) benchmarking or comparison purposes, or (b) to acquire any technical specifications or gain a competitive technological or business advantage, or (c) to analyze the Technology and the Background IPR, for the purpose of designing, modifying, creating a derivative work or creating any software program that performs functions similar to the functions performed by the UiPath Background IPR used in conjunction with the Add-ons.

**3.3. IP Rights.** This Agreement does not grant either Party any rights, by implication, waiver, estoppel, 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. All uses in this Agreement of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the purchase or sale of a license under this Agreement.

**3.4. Feedback, Independent Development, Residuals.** 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 of it, in any way and for any purpose in relation to its business. Parties agree that nothing in this Agreement will limit or restrict UiPath's right to (i) develop directly or indirectly any components that may be similar or may perform similar to any the Add-ons or Customer IP Rights generated pursuant to usage of the Software, (ii) use any general information, ideas, concepts, know-how, processes, techniques, programming routines and subroutines, methodologies, processes, skills, or expertise which are retained in the unaided memory of UiPath's Authorized Users, and (iii) develop or acquire products, for itself or others, that compete with the products, systems, or methods developed by the Customer, subject to confidentiality obligation hereunder. UiPath or its Affiliates may use technical, usage and other telemetry data from Customer's use of the Software, and Customer Data, for the purpose of providing Improvements, developing software and service, improving resource allocation and support, internal demand and product planning, verification of security and data integrity, training machine learning algorithms, and identification of industry trends and developments, including creation of indices and anonymous benchmarking.

#### **4. Acceptable Use**

**4.1. Acceptable Use Policy.** Customer represents that it will use the Technology in accordance with this Agreement, including the Acceptable Use Policy and the other Policies, as available and updated from time to time on the Trust Portal. Without prejudice to the generality of the foregoing and to the greatest extent permitted by the applicable law, Customer agrees to the following:

- a. unless expressly allowed by UiPath in writing, Customer will not mix production purpose Software with non-production purpose Software;
- b. Customer will not exceed the number of allocated Software licenses, or circumvent any technological protection measures set by UiPath to control access to the Software;
- c. unless otherwise instructed by UiPath, Customer may make copies of the Software and associated licenses solely as needed for disaster recovery purposes and to be used in case of force majeure. UiPath may request proof of the force majeure;
- d. Customer will not use, and will not encourage others to use, the Technology or Services (i) to inspect or analyze the Technology or the outputs for benchmarking or comparison purposes, (ii) for the purpose of designing, modifying, creating a derivative work or creating any program that performs functions similar to the functions performed by the Technology, (iii) to acquire any technical specifications and gain a competitive technological or business advantage, (iv) to misappropriate or infringe any rights or violate any laws or contracts, (v) to access, tamper with, or use non-public areas of, any systems of UiPath, its Affiliates or their Authorized Users, (vi) to perform any type of security testing, including penetration testing on the Technology; (vii) to use outputs of UiPath machine learning technology and related tools with non-UiPath machine learning technology and related tools;
- e. Customer will not disassemble, decompile or reverse engineer the Technology or any portion of it; Customer will not alter, adapt, merge, modify, translate, decompile, develop versions or derivative works, reverse engineer, upgrade, improve or extend, features or functionalities of the Technology 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 Technology or Services with another software program, and provided that, Customer has 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;
- f. Customer must not remove, alter, modify or appropriate or use as their own, any proprietary markings included therein;
- g. Customer must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute the rights acquired under this Agreement, except as otherwise stipulated herein below.

- 4.2. 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 Customer's own. Upon request, Customer will provide UiPath with details and use reports of all Authorized Users and Affiliates having received access to the Technology.
- 4.3. Third-Party Licenses.** Technology may contain or may be used with third party components, including open-source software, which are the property of their respective owners. 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).
- 4.4. Third-Party Services.** Customer may use the Technology in conjunction with Third-Party Services, by complying with all terms and conditions enforced by third-party providers thereof, bearing the entire risk of such use. Customer is responsible for determining which Third Party Services are accessed and connected to by Customer while using the Technology, and for the use of such Third-Party Services. UiPath does not control or own any Third-Party Services, and the access to and use of such Third-Party Services, including the availability and uptimes related to such Third-Party Services, is solely determined by the relevant third parties that control such Third-Party Services. UiPath shall not be liable for any downtime, discontinuation, or any other issues with or caused by the Third-Party Services that are outside UiPath's reasonable control. To access and use a Third-Party Service, the applicable third party may require that Customer agree to an underlying agreement with such third party in order for Customer to access and use the applicable Third-Party Service and such third party may require additional consents to allow Customer to connect the Third-Party Service to the Software. Use of Third-Party Services distributed by UiPath will be subject to the terms and conditions set by the relevant owners, as made available on the Trust Portal.
- 5. Disclaimer and Warranty Exclusions**
- 5.1. Disclaimer.** Customer acknowledges that (A) the Software may (i) substantially differ from commercially released versions and may be subject to changes or may be discontinued at any time; (ii) have different standards of security, privacy, availability, accessibility or reliability and could have functionality defects or blocker(s); (iii) receive automatic updates, which may not be prevented; (iv) be subject to specific limitations, as indicated by UiPath; and (B) that (i) use of the Software does not require Personal Data and UiPath disclaims any liability in respect of Customer's use of any Personal Data, (ii) UiPath is under no obligation to provide any support and Customer may ask for support on the forum available for the UiPath community, (iii) UiPath may change or discontinue the Software at any time without notice, and (iv) UiPath advises, as a best practice, to frequently back-up the data before installing or accessing the Software and to take precautions as to avoid any loss of data when the Software will no longer be available.
- 5.2. Customer Warranties.** Customer agrees and warrants that (i) it has obtained all rights, permissions and/or consents required under Applicable Laws or under contract, for the use of Customer Data and for the provision of feedback, as contemplated under this Agreement; (ii) it has the appropriate rights to allow UiPath to use and/or modify any software or products as part of any Services and it will provide UiPath with necessary access to Customer premises and systems, personnel, documentation and records, and facilities and will appoint a contact person having authority to make decisions, in order for UiPath to perform any Services; (iii) its and its Authorised Users will use the Software in accordance with the Agreement and Applicable Laws; (iv) no part of the Customer Data infringes or otherwise conflicts with any third-party rights; and (v) no Personal Data will be imported within, or used with, the Software.
- 5.3. Warranty exclusions.** The Software is provided on an "AS-IS" and "AS AVAILABLE" basis. Neither UiPath, nor its Affiliates, licensors, suppliers, their officers, employees, or agents make any warranty of any kind (express, implied, statutory or otherwise) in relation to the Software. To the maximum extent permitted by Applicable Laws, UiPath specifically disclaims all warranties regarding the Software including availability, service uptime, merchantability, satisfactory quality, fitness for a particular purpose or non-infringement or the ability of the Software to integrate or interoperate with other technologies or third-party software. UiPath disclaims all liability for harm or damage caused by any third-party software or hosting provider. Customer bears all risks associated with the use of the Software, third-party software, Personal Data used with the Software, and Customer Data. If the Customer has other statutory rights under the Applicable Laws, the duration of the statutorily required warranties, if any, shall be limited to the shortest period permitted by the Applicable Laws.

## 6. PAYMENT TERMS

- 6.1. Applicability.** Unless otherwise agreed in writing, licenses given under this Agreement are given free of charge. Where licenses are given directly (and not through resellers or distributors) from UiPath to Customer for a fee, the following payment terms apply.
- 6.2. Payment.** Invoices will be delivered only electronically, and Customer will pay them within 30 (thirty) days from the invoice date. All Orders are non-cancelable and, save as otherwise provided in this Agreement, all Fees are non-refundable. Upon termination or expiration of an Order or of this Agreement, any and all Fees due under the respective Order or under this Agreement, (i) that have already been invoiced will immediately become due and payable, and (ii) Fees not already invoiced, will be immediately invoiced by UiPath and become due and payable within 30 (thirty) days as of invoice date. 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.
- 6.3. Failure to Pay.** UiPath may charge interest at a monthly rate of the lesser of 1% (one percent) per month or the maximum rate permitted by applicable law, on any overdue Fees, from the due date until the date the overdue Fees, including the applicable interest, are paid in full. If Customer fails to pay within 60 (sixty) days from the invoice date, UiPath may suspend or terminate the applicable Order by written notice.
- 6.4. Taxes.** All 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, 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.
- 6.5. 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.

## 7. LIABILITY

- 7.1. DAMAGES EXCLUSION.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UIPATH WILL BE NOT LIABLE FOR ANY SPECIAL, INDIRECT, MORAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, THE USE OR INABILITY TO USE THE SOFTWARE, COMPUTER MALFUNCTION OR FAILURE, SERVER DOWN TIME, FAILURE OF THE SOFTWARE 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 Third Party Service.
- 7.2. LIMITATION OF LIABILITY.** IN NO EVENT SHALL UIPATH AND ITS AFFILIATES' TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE AGREEMENT, AND INCLUDING WHERE THE WARRANTY EXCLUSIONS ABOVE ARE NOT VALID OR PERMITTED UNDER THE APPLICABLE LAWS, EXCEED ONE THOUSAND (1,000) USD. THE LIMITATIONS OF LIABILITY SET FORTH UNDER THIS SECTION, WHETHER BASED ON CONTRACT OR TORT, WILL APPLY EVEN IF THE REMEDY DOESN'T FULLY COMPENSATE THE CUSTOMER AND EVEN IF UIPATH KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES OR THE LIKELIHOOD OF THEIR OCCURRENCE.
- 7.3. Indemnification.** Customer agrees to indemnify and defend UiPath, its Affiliates and their respective directors, officers, employees and agents, and hold them harmless against any and all claims and expenses, including attorneys' fees, arising out of, or in connection with (i) it's or its Authorised Users' non-compliance with the provisions of the Acceptable Use and Export Control sections in this Agreement, (ii) violation of the Applicable Laws or rights of any third party; (iii) breach of Customer Warranties, and/or (iv) any third-party claim arising out of, or in any way connected with, the

Customer Data, Personal Data and any third-party software used by the Customer in combination with the Technology, including but not limited to claims of infringement or misappropriation of IP Rights or other proprietary rights.

## 8. Compliance

- 8.1. Data Protection.** Either Party may collect, store, and use PII of the other Party's personnel as necessary to enter into, and perform, this Agreement and in compliance with the Applicable Law. Each Party will inform its personnel of processing of their PII in accordance with the Applicable Laws. UiPath processes PII as per its Privacy Policy available on the Trust Portal. Customer acknowledges that the use of the Technology or Services does not require any Personal Data. Customer must refrain from using PII with cloud Software and must not use PHI and PCI with cloud Software. However, to the extent PII is processed by UiPath as a processor on behalf of the Customer, the data processing agreement available on the Trust Portal will apply in the limits of such PII processing.
- 8.2. Export Control.** The Parties acknowledge that the Software and Services 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, including the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the Entity List, Denied Persons List, or Unverified List, maintained by the U.S. Department of Commerce, Bureau of Industry and Security (collectively, the "**Restricted Party Lists**"); (ii) are not located, organized, or resident in any of the countries and territories subject to U.S. trade embargoes (currently, Crimea, Cuba, Iran, North Korea, and Syria) (collectively, the "**Sanctioned Countries**"); (iii) will not knowingly export or reexport the Software or Services (or any result therefrom) directly or indirectly, to any Sanctioned Country, any party identified on a Restricted Party List, or otherwise in violation of any Export Controls and Sanctions; and (iv) will not engage in activities that would cause UiPath or its Affiliates to be in violation of Export Controls and Sanctions.
- 8.3. Audit.** UiPath may, at its expense, verify that Customer's, and Authorized User's access, installation or deployment of the Software comply with the terms of this Agreement. Upon request, Customer will provide UiPath with details and use reports of all its and its Authorized Users. 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.
- 8.4. Confidentiality.** Before or after the Effective Date, the Parties or their Affiliates may exchange information under this Agreement which will be deemed confidential if disclosed in any form or manner, marked or reasonably considered confidential, including information on their research, activities, products, software, services, data, techniques, strategies, personnel information, processes, etc. (CI). CI excludes 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. The recipient will treat CI with no less than reasonable care and will not use or disclose CI to anyone, other than its Authorized Users, advisors, consultants, who need to know the CI for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as herein. The recipient Party may disclose: (i) CI, subject to discloser's written permission, (ii) CI, as necessary to comply with Applicable Laws or valid order of a court of law or other governmental body, only after promptly notifying the discloser of this and providing assistance to prevent or limit the disclosure, or (iii). this Agreement or the transactions contemplated by it, to UiPath's existing or potential investors and public or private authorities or institutions having competence over UiPath. Notwithstanding termination herein, the confidentiality obligation will survive until the CI no longer qualifies as confidential or trade secret. Without any prejudice against the foregoing, the Customer hereby waives the exercise of its right to request retrieval or destruction of Customer Data, unless mandatory required to it under the Applicable Laws.
- 8.5. Anti-Corruption.** In relation to the transactions under this Agreement, each Party confirms that it has not taken and will not take any action, directly or indirectly, in violation of applicable anti-corruption or anti-bribery laws (collectively, "**Anti-Corruption Laws**"). In connection with this Agreement, Customer will not, directly, or indirectly, offer, promise, authorize, accept, or solicit any illegal or improper bribe, kickback, payment, gift, or thing of value. If Customer learns of any violation of Anti-Corruption Laws in connection with this Agreement, Customer will promptly notify UiPath in

writing and will cooperate with UiPath's review or investigation related to any actual or potential violation of applicable law.

**8.6. Code of Conduct.** UiPath maintains on the Trust Portal a global partner code of conduct which defines the minimum standards of business conduct and business standards applicable to all entities contracting with UiPath ("**Code of Conduct**"). UiPath commits to comply with such Code of Conduct and requires Customer to have similar policies. If Customer learns of any violation of the standards prescribed by the Code of Conduct in connection with this Agreement, Customer will promptly notify UiPath in writing and will cooperate with UiPath's review or investigation related to any actual or potential violation of such standards.

## **9. Term and Termination**

**9.1. Term of the Agreement.** Unless otherwise agreed by the Parties in writing, this Agreement commences as of the Effective Date and, unless otherwise agreed by the Parties in writing, will continue for 60 (sixty) days until terminated in accordance with this Agreement.

**9.2. Termination.** This Agreement will terminate on expiry of the Term. UiPath may terminate this Agreement for convenience without notice at any time. If either Party commits a material breach of this Agreement the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 (thirty) days of the receipt of notice date, the non-breaching Party may immediately terminate this Agreement upon written notice.

**9.3. Effect of Termination.** 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 applicable 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, Technology or the activation key or any renewal thereof.

## **10. Entity and Dispute Resolution**

**10.1. Governing Law.** This Agreement is governed by the laws indicated below, depending on Customer domicile/headquarters, without regard to conflicts of law provisions. 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.

**10.2. Amicable settlement.** Parties agree, as a prior condition for any claim, to attempt to settle amicably and in good faith any dispute arising out of or relating to this Agreement within 90 (ninety) days from receipt of the applicable notice. To the maximum extent permitted by Applicable Law, the Party not complying with this section will cover, as applicable, the litigation or arbitration costs of the other Party, irrespective of the outcome.

**10.3. Arbitration Agreement for North America.** Subject to the amicable settlement above, disputes with Companies headquartered in North America will be exclusively and finally settled by arbitration in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award will be subject to the Governing Law and state the reasons upon which it is based. Either Party may seek injunctive relief to prevent irreparable harm or to enjoin any IP Rights misuse in front of the competent courts.

**10.4. Venue.** Parties hereby accept the exclusive jurisdiction of the competent courts of the Venue indicated below and irrevocably waive any objection and defence (including, any defence of an inconvenient forum) which either may have to the bringing or maintenance of any such claim. **THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

Customer	UiPath Entity	Governing Law	Venue
United States of America, Canada or Mexico ( <b>North America</b> )	UiPath Inc., at 452 5 <sup>th</sup> Avenue, 22 <sup>nd</sup> floor, 10018 New York, New York, United States	New York law	New York, State of New York, United States of America
Rest of the world	UiPath SRL, at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania	Romanian law	Bucharest, Romania

**10.5. Statute of Limitation.** To the extent not prohibited by the applicable law, any claims in court or arbitration must be filed within 1 (one) year from the date when a right to file was born or after the accrual of the cause of action. Claims filed after the foregoing term will be precluded by this provision and deemed time barred. Proceedings related to export controls or violation of UiPath's or its Affiliates' IP Rights may be brought at any time within the applicable statute of limitation provided under the law.

**11. General**

**11.1. Entire Agreement and Precedence.** This Agreement with all references herein is the entire understanding between UiPath and Customer with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between the Parties with respect to such subject matter. 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 precedence: (i) Order accepted by the Parties, (ii) applicable policies available on the Trust Portal and additional terms for new features/functionalities, and (iii) this Agreement. If any provision is or becomes illegal, invalid or unenforceable for any reason, all other provisions of this Agreement will remain in force and will produce the intended legal effects.

**11.2. Force Majeure.** 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, labour action, fire, flood, earthquake, failure of third-party providers, denial of service attacks, malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions.

**11.3. 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. Notwithstanding the foregoing, UiPath may, without the prior consent of Customer, assign, transfer, delegate or otherwise dispose of, this Agreement, or any of its rights, interests or obligations hereunder to any of its Affiliates or as a consequence of a change of control.

**11.4. Change of Control.** Customer must notify UiPath within thirty (30) days prior to it or its Affiliate (i) being acquired by, selling substantially all of its assets to, merging with, or changing its Control in favor of, a direct competitor of UiPath, or (ii) changing its main object of activity into a business competing UiPath or its Software. UiPath may terminate this Agreement by written notice within maximum 30 (thirty) days as of the date of the change of control notice.

**11.5. 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 addresses notified in writing by the Parties) and will be effective on the next business day after being sent.

To UiPath		To Customer
Compliance: legal.compliance@uipath.com	Privacy: privacy@uipath.com	The e-mail address available in UiPath's records or, in lack, thereof, a public e-mail address
Security: security.breach@uipath.com	Others: contractnotice@uipath.com	

**11.6. Publicity.** Customer authorizes UiPath to publicly identify it as a customer and include the Customer's name, trademarks, and logo on UiPath's website and other promotional and marketing materials.

**11.7. 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.

- 11.8. Applicable Language.** This Agreement is in the English language only, which language will be controlling in all respects, and all versions hereof in any other language will not be binding on the Parties hereto. All communications and notices to be made or given pursuant to this Agreement and any dispute resolution (including, but not limited to, any court proceeding, legal notices, motions, discovery, etc.) will be in the English language only.
- 11.9. Counterparts.** This Agreement may be executed in two or more counterparts or electronically, and each of the counterparts or electronic copies will be deemed an original and together will constitute one and the same instrument. Each Party agrees that their electronic signatures, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as handwritten ink signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or e-mail electronic signatures.
- 11.10. Survival.** The following sections will survive non-renewal or termination of this Agreement for any reason: Add-ons, IP Rights, Independent Development and Residuals, Acceptable Use Policy, Disclaimer and Warranty Exclusions, Damages Exclusion, Limitation Of Liability, Compliance, Entity and Dispute Resolution, Feedback, Independent Development, Residuals, Entire Agreement and Precedence, Assignment, Notices, Publicity, Waiver and Reservation of Rights, Applicable Language 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 expressly stated).

*We will notify you of material changes by display on the Trust Portal or within the Software and the updated Agreement will be effective within 30 (thirty) days from the notification date or as otherwise specified in the notification. If you continue to use the Software after any change has taken effect, UiPath assumes that you have agreed with said change. Your only remedy for dissatisfaction hereunder is to stop using the Software.*