

UiPath Open Platform Activity License Agreement

ATTENTION: If you do not agree with the provisions of this Agreement, do not install or use the UiPath Open Platform Activity (“UiPath OPA”) defined as any software for automation projects created, made available or published by UiPath, including without limitation on the UiPath Go! and UiPath Connect websites, licensed to Customer in object code form (on UiPath Go!) and in object code or source code form (on UiPath Connect) under this Agreement, together with all Documentation. For the avoidance of doubt, UiPath RPA Platform and UiPath Activities listed on <https://activities.uiopath.com/> are not considered UiPath OPA. UiPath reserves the right to update this Agreement at any time without prior notification. It is your responsibility to review this Agreement periodically.

IMPORTANT: This Agreement is a legally binding contract between you (either an individual or a single entity), “you” or “Customer”, and “UiPath” as defined herein. “UiPath” means either or both (a) when the UiPath OPA is licensed in North America: UiPath Inc., located at 90 Park Avenue, 20th floor, 10016 New York, New York, United States; (b) when licensed outside North America: UiPath SRL, located in 4 Vasile Alecsandri Str. And 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania. If you reside in North America, your relationship is with UiPath Inc., and the UiPath OPA is governed by the law of New York, U.S.A. If you reside outside of North America, your relationship is with UiPath SRL, and the UiPath OPA is governed by the laws of Romania.

1. License. Subject to your compliance with this Agreement and applicable law, UiPath hereby grants you the right to access and use the UiPath OPA under a personal, worldwide, royalty-free, non-assignable and non-exclusive license, valid for the earlier of (i) for 12 months starting on the date of download of the UiPath OPA, which term will be automatically renewed every 12 months, unless terminated by either Party in accordance with this Agreement; or (ii) until the UiPath OPA is no longer publicly available, as decided by UiPath at its sole discretion. You may only access and use the UiPath OPA for your internal business purposes. UiPath remains the sole owner of all right, title, and interest in the UiPath OPA. Except as stated in this Agreement, UiPath does not grant you any rights to patents, copyrights, trade secrets, trademarks or any other rights in respect to the items in the UiPath OPA. UiPath reserves all rights not expressly granted to you in this Agreement.

2. Content and Storage. “Content” means any text, images, videos, audio, or software integrated or otherwise combined with UiPath OPA. “Your Content” is any Content not provided by UiPath which you import, include or otherwise use with the UiPath OPA. You retain all rights and ownership of the Content which you import, include or otherwise use with the UiPath OPA. We do not claim any ownership rights to Your Content, to the extent it does not include any UiPath Intellectual Property (meaning any materials, patents, copyright, trade secrets, trademarks, inventions, data, software, databases, information, know how, plans, files, maps, charts, design, code, domains, or rights of similar nature, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of such rights, as well as the rights to claim priority therefrom, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world). If the UiPath OPA provides storage or otherwise hosts (even if temporarily), we recommend that you also back up Your Content elsewhere regularly. We may create reasonable technical limits on file size, storage space, processing capacity, and other technical limits which will be notified to you in writing. We may suspend your access to the UiPath OPA, with prior written notice, until you are within the storage space limit permitted for the respective UiPath OPA.

3. UiPath OPA Access

3.1 Responsibility. In creating an account to access or use the UiPath OPA, you are responsible for maintaining the security of the account and data. You are fully and solely responsible for all activities that occur under and in relation to and in connection with your account. During the operation of the UiPath OPA, you may initiate web sites, pages, environments, networks, data bases, user specific content or any medium containing or hosting public or private data (either password-protected or not); you take full responsibility for your operation of the UiPath OPA.

3.2 Abuse of Usage. Abuse of UiPath OPA may result in the temporary or permanent suspension of your account, without prior notice. UiPath will determine abuse or excessive usage of the UiPath OPA.

4. Content. You are responsible for the shared Content or its use. You grant UiPath a transferable, royalty-free, sub-licensable, non-exclusive, worldwide, valid for the entire duration of the rights, license to host, store, copy, distribute, assess, test, modify, publicly perform, display, create derivative works of, incorporate into other works and otherwise use the Content for the purpose of this Agreement or any other UiPath service where the Content is published. UiPath reserves the right to remove or modify the Content for any reason, including if UiPath believes that the content violates these terms. Your submitted suggestions, ideas, comments, and other feedback regarding the UiPath OPA (“Feedback”) may be used without any restriction or compensation to you.

5. Warranties. You represent and warrant that: (a) you will use the UiPath OPA, in strict accordance with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations, state, city, or other governmental area, regarding online conduct and acceptable content with respect to all information provided to UiPath or on the UiPath OPA; (b) you have the full right and authority to use the UiPath OPA and enter into this Agreement; and that (c) neither the use of the UiPath OPA by you, nor the Content transmitted, uploaded or otherwise distributed by you (or your partners or any third party acting on your behalf) through use of the UiPath OPA will infringe or otherwise conflict with or violate the rights of UiPath or any third party; and (d) you will not challenge UiPath’s rights in any UiPath Intellectual Property or Feedback and if a specific situation arises and is not contemplated or

detailed herein, you acknowledge and agree that you will not take any actions that could harm UiPath or its rights, title and interest on the UiPath Intellectual Property and will act in good faith in relation to UiPath.

6. Data Use Consent. You agree that UiPath and its affiliates may collect and use technical information gathered as part of these terms and related to the UiPath OPA. By using UiPath OPA, you also grant UiPath permission to share Content, and other information with UiPath providers as necessary in order to provide the UiPath OPA, any service in connection with it or to update UiPath OPA and services.

7. Proprietary Rights. You acknowledge and agree that the UiPath OPA represents UiPath Intellectual Property and UiPath (or UiPath's licensors) owns all legal right, title and interest in and to the UiPath OPA. UiPath reserves the right to develop and distribute works, products, software or materials similar to any Works (as defined in section 8 a. of this Agreement) developed by you.

8. Unpermitted Use. You are not permitted (nor will allow a third party) to:

a. alter, merge, publish, make available, modify, translate, adapt, develop versions, create derivative works, upgrade, improve, or extend, features or functionalities of the UiPath OPA, or of any portion thereof; you may create works based on the UiPath OPA provided to you in object or source code form solely by dynamically linking or referencing the UiPath OPA in the works, and provided that such works based on the UiPath OPA are only used in conjunction with the **UiPath RPA Platform** ("Works");

UiPath may have granted rights to develop Works based on the UiPath Activities (means any software templates for automation projects created, made available or published by UiPath) under a separate license agreement, and further distribution and use of such permitted Works is subject to the use restrictions in this Agreement; for any avoidance of doubt, any such rights granted to you or related obligations, as described under this section, are enforced with respect to both the UiPath Activities and UiPath OPA.

b. benchmark, decompile, disassemble, decrypt or reverse engineer the UiPath OPA;

c. remove or modify any proprietary markings, legends or restrictions which are in the UiPath OPA;

d. sell, sub-license, assign, transfer, rent, lease, lend or otherwise distribute any license or rights acquired under this Agreement; Works based on the UiPath OPA may be distributed by you to other third-parties (i) to be used solely in conjunction with the UiPath RPA Platform, (ii) under terms and conditions that are compatible with this Agreement and that do not grant the third-party more rights with respect to the UiPath OPA than allowed in this Agreement, (iii) by including a complete copy of this license with the distribution. For the avoidance of doubt, any and all recipients of the UiPath OPA represent a Customer under this Agreement and are subject to the restrictions herein and are not permitted to modify or distribute the source code of the UiPath OPA, UiPath Activities, UiPath RPA Platform, so that any part of it becomes subject to a Restricted License (meaning one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form; or others have the right to modify it).

e. attempt to gain unauthorized access to any service, account, computer systems or networks;

f. use or modify the UiPath OPA or any of its components to operate in a service bureau, managed service provider or commercial hosting services environment or by combining or incorporating it with other software (including cloud based) to provide services to third parties;

g. use, export or re-export UiPath OPA, or any services resulting therefrom, in violation of export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the "Export Control Regulations") regulating the export and re-export of the UiPath OPA. You represent that you are not named on any Export Control Regulations list of restricted parties.

h. use UiPath OPA for any purposes prohibited by United States, European Union or other national or international law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons or any other similar use, including but not limited to aviation navigation or communication systems, life support systems and equipment; or in special risk areas that require error-free, permanent supervision or operation of relevant systems and in which the failure of the software may result in a direct risk for life, body, health or in substantial damages to property or the environment;

i. use the UiPath OPA to infringe or violate the rights of UiPath or of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, access, tamper with or use non-public areas of UiPath systems or other UiPath users;

j. break or circumvent authentication or security measures or otherwise test the vulnerability of the systems or networks;

k. try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing or use the UiPath OPA or any part of it to distribute malware, impersonate or misrepresent affiliation with any person or entity.

9. UiPath OPA Updates. UiPath may issue automatic updates to the UiPath OPA ("Updates").

10. Third-Party Software. The UiPath OPA contains other software, including open source, which is the property of their respective owners and are licensed under their respective licenses. If Customer uses certain features of the UiPath OPA in conjunction with third party data, products, services, and platforms, then Customer is responsible for complying with the terms and conditions required by such third-party providers, and all such use is at Customer's own risk.

11. No License Fees and No Support. UiPath does not charge any license fees and does not provide any support services in connection to the UiPath OPA under this Agreement.

12. Confidentiality. You will not use any Confidential Information or "CI" (meaning any document and information, including but not to limited technical information, business methods, personal data, software programs, business information or any other non-public information) for the purpose of this Agreement. Any non-public information provided by UiPath to you under this Agreement (including, but not limited to, the UiPath OPA and UiPath Intellectual Property and this Agreement) represents Confidential Information of UiPath

("UiPath CI"). UiPath CI will remain property of UiPath. You will not disclose it during the Term (as defined below) and thereafter, except to your employees, agents or contractors who need to know the UiPath CI for purposes of this Agreement and who are under a binding confidentiality agreement with you; but in no case will you disclose directly or indirectly UiPath CI or Intellectual Property to a UiPath competitor (meaning an entity providing software or services similar to UiPath). You may only use UiPath CI for the purposes set out in this Agreement.

13. No Warranties. To the maximum extent permitted by applicable law, the UiPath OPA is provided "AS IS" without warranties, conditions, representations or guaranties of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties or conditions related to hidden defects, satisfactory quality, fitness for a particular purpose, non-infringement or ability to integrate the software with other products. UiPath does not warrant the operation of the UiPath OPA components will be uninterrupted, error free or that will protect against all possible threats or other failures. You bear the entire risk for selecting the software, results, quality and performance of the use of the UiPath OPA components, including if the UiPath OPA components prove defective. No oral or written information or advice given by a UiPath authorized representative shall create a warranty and you assume responsibility for the installation of, use of, and results obtained from, the UiPath OPA. For the avoidance of any doubt, under no circumstances UiPath may be liable for any claims, losses, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorneys' fees) of any kind and nature that may be asserted, granted or imposed against, directly or indirectly, arising from or in connection to any of the Content or UiPath OPA. This section will survive the termination of the license.

14. No Liability. To the maximum extent permitted by applicable law, in no event and under no legal theory shall UiPath or any other person who has been involved in the creation, production, or delivery of the UiPath OPA components be liable to you or any other person for any general, direct, indirect, special, incidental, consequential, cover or other damages of any character arising out of this Agreement or the use of or inability to use the UiPath OPA components, including but not limited to loss of data, loss of profits, loss of assignments, service down time, data leaked through logs, analytics, audit or any other data or output from the UiPath OPA components being rendered defective, failure of the UiPath OPA components to operate with any other programs, server down time, damages for loss of goodwill, business interruption, computer failure or malfunction, or any and all other damages or losses of whatever nature, even if UiPath has been informed of the possibility of such damages. Where the above exclusion of liability is not valid or permitted by the law, the maximum aggregate liability of UiPath for each and all claims, actions and proceedings (individually and together) under or relating to this Agreement or its subject matter will not exceed US \$100 (one hundred US dollars), whether in contract or tort and regardless of the theory of liability. You cannot recover any other damages, including consequential, indirect, incidental, or special damages. The limitations in this Section apply to any and all claims, actions and proceedings in connection with all software components, services and third-party applications including claims for breach of contract, strict liability, negligence, or tort to the extent permitted by applicable law.

15. Indemnification. You will, at your expense, indemnify, defend or settle any third-party claim, action, or legal proceeding against UiPath to the extent it arises from your breach of this Agreement or any Content used with the UiPath OPA.

16. Term and Termination. This Agreement is effective on the moment you download the UiPath OPA ("Effective Date") until terminated by any party, as stipulated herein ("Term"). You can terminate this Agreement, at any time, without any prior notice, by uninstalling and deleting the UiPath OPA from your systems. UiPath may discontinue at any time, with notice and for any reason the UiPath OPA made available to you under this Agreement without any liability under any theory of law, to the maximum extent permitted by law. Upon termination of the license, you will stop using UiPath OPA and destroy all copies. UiPath may require you to provide written confirmation of the destruction or deletion of the UiPath OPA and any associated materials.

17. Law & Venue. This Agreement is governed by New York law excluding its conflict of law principles when parties are in North America ("NA") or by Romanian law excluding its conflict of law principles when parties are in any Other Countries ("OC") outside of NA. For any dispute arising out of or relating to this Agreement (if the parties do not reach a settlement within 60 days), the parties consent to personal jurisdiction in, and the exclusive venue of, the courts situated in New York, NY, US, for NA, or Bucharest courts, for OC, provided however, UiPath will have the right to pursue claims against Customer in any other jurisdiction worldwide to enforce its rights under this Agreement. The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted. Parties waive any right they may have to a jury trial in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement.

18. Agreement and Severability. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between them with respect to such subject matter. If any provision of this Agreement is or becomes illegal, invalid or unenforceable for any reason, all other provisions of the Agreement remain in force and shall produce intended legal effects. You may not assign this Agreement or any of the rights granted herein.