

## UiPath Master End User License Agreement

This Agreement is being entered into between UiPath and the Customer (each a “Party” and together the “Parties”) as of the date (i) the last Party signs the Agreement or (ii) the Customer is deemed to have otherwise accepted the terms herein (“Effective Date”).

### 1. DEFINITIONS

“**Agreement**” means the terms of this UiPath End User License Agreement and any other terms referenced in this document;

“**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where “**Control**” means control of greater than 50 % of the voting rights or equity interests of the entity;

“**Claim**” means a claim, action, or legal proceeding filed against a Party;

“**Customer**” means the entity signing this Agreement, or otherwise accepting these terms as an end user;

“**Customer Data**” means any information that is imported by or on behalf of Customer into the UiPath RPA Platform from its internal data stores or other sources not supplied by UiPath, including any internal workflows, charts, diagrams, instructions;

“**Development Outputs**” means the Customer Data automated by Customer using the UiPath RPA Platform;

“**Improvements**” means all versions, updates, corrections, improvements, developments, modifications, enhancements, variations, derivative works, scripts, any customizations, adaptations or extensions of feature sets of any of the UiPath RPA Platform components, or any software referenced herein, created or acquired by UiPath;

“**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software, software graphic user interface, industrial models and designs, know-how, and any other intellectual property rights or rights of a similar nature;

“**License Fee(s)**” means the fees payable by the Customer or UiPath Partner for the UiPath RPA Platform components, as set in the applicable Order;

“**Order**” means the order form or other written document for the UiPath RPA Platform or Professional Services containing at least the following information: (i) the name, address and identification details of the billing entity, (ii) the name, address and identification details of the end user, and (iii) details of the UiPath RPA Platform and/ or the Professional Services (including License Term and duration of the Professional Services), that is either (a) executed between UiPath and Customer or UiPath and a UiPath Partner, or (b) submitted by Customer or a UiPath Partner with UiPath (excluding any specific terms and conditions referenced therein) and accepted by UiPath;

“**License Term**” means 1 (one) year as of the date the License Keys are issued by UiPath, or as otherwise specified in the Order, or any shorter term as an effect of the termination of this Agreement or of any Order;

“**License Key**” means an electronic activation key that authorizes the use of the UiPath RPA Platform components;

“**Manuals**” means the [UiPath Studio Guide](#), [UiPath Orchestrator Guide](#), [UiPath Robot Guide](#) and [UiPath Activities Guide](#) available on UiPath website or successor website (except for any marketing, promotional or publicity materials);

“**Personal Data**” means any personal identifiable information that is regulated by applicable privacy laws, including any protected health information regulated under Health Insurance Portability and Accountability Act (HIPAA) and related legislation;

“**Professional Services**” means any consulting, training, implementation, or technical services provided by UiPath, directly or through subcontractors, to a Customer;

“**Support Services**” means the support services provided to the Customer and regularly updated for the UiPath RPA Platform in accordance with the Support Terms located at the following web address: [https://www.uipath.com/hubfs/legalspot/UiPath\\_Support\\_Terms.pdf](https://www.uipath.com/hubfs/legalspot/UiPath_Support_Terms.pdf) (or successor website);

“**UiPath**” means (a) when Customer’s billing entity is located in North America (meaning United States and its territories, Canada or Mexico): UiPath Incorporated, having its principal place of business at 90 Park Avenue, 20<sup>th</sup> floor, 10016 New York, New York, United States; (b) when Customer’s billing entity is located outside North America: UiPath SRL, with its headquarters at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania;

“**UiPath Licensing Models**” means the description of the UiPath RPA Platform and related use restrictions as available at <https://www.uipath.com/licensing-models> (or successor website);

“**UiPath Partner**” means an entity with which UiPath has a valid partner contract in place for promoting or reselling and distributing the UiPath RPA Platform or for placing and processing orders from Customers;

“UiPath RPA Platform” means (i) the suite of software components as detailed in the UiPath Licensing Models, (ii) the Manuals, and (iii) all Improvements.

## 2. LICENSES AND ORDERING PROCESS

- 2.1. **License.** UiPath grants the Customer and its Affiliates, during the License Term, a limited and non-exclusive right to use in accordance with the UiPath Licensing Models and the Manuals, the components of the UiPath RPA Platform, as specified in the Order. Customer or, as applicable, its Affiliates retain all rights, including Intellectual Property Rights, in the Development Outputs.
- 2.2. **Customer Affiliates.** Customer may place Orders for or on behalf of its Affiliates and undertakes to ensure that its Affiliates are informed of, and comply with, the same obligations set out for the Customer under this Agreement. Alternatively, any Customer Affiliate may place Orders with UiPath by referencing this Agreement, in which case such Affiliate is deemed as Customer.
- 2.3. **Ordering Process.** All Orders for any component of the UiPath RPA Platform (whether first ordered, a renewal or an upsell and including if different from the component(s) listed in the initial Order) will be deemed subject to the provisions of this Agreement, irrespective if a reference to this Agreement is made in the Order or not. If the Customer’s billing entity is located in North America, the Order will be placed with UiPath Inc., while if the Customer’s billing entity is located in the rest of the world, the Order will be placed with UiPath SRL.
- 2.4. **Non-Production License.** If the Order contains non-production licenses of the UiPath RPA Platform, the Customer may use such licenses in non-production environments only, including for testing and evaluation purposes, during the License Term or as otherwise specified in the Order.
- 2.5. **No Additional Rights.** For clarity, the rights granted under this Agreement do not modify the license permissions or increase the number of licenses granted under this Agreement and are always subject to the number of licenses actually acquired and the licensing models of the UiPath RPA Platform components, as provided under the Support Terms section.
- 2.6. **License Purchased through UiPath Partners.** Customer acknowledges that UiPath will not be responsible for the obligations of any UiPath Partner to Customer under the separate agreement concluded between Customer and / or its Affiliates with the UiPath Partner, for the acts or omissions of the UiPath Partner, or for any third party products or services provided to Customer by any UiPath Partner.

## 3. THIRD-PARTY ACCESS

- 3.1. **Outsourcing.** Customer may allow third-party contractors to operate or access the UiPath RPA Platform solely on Customer’s and its Affiliates’ behalf, if the case, and only for Customer’s and its Affiliates direct business purposes. Upon UiPath’s request, Customer will provide a list of the entities having access to the UiPath RPA Platform.
- 3.2. **Customer Responsibility.** If Customer allows any person or entity to operate, use or access the UiPath RPA Platform, Customer is responsible for ensuring that such person or entity complies with the terms of this Agreement and will be liable towards UiPath as if the actions of that other person or entity would have been its own.

## 4. SUPPORT TERMS

- 4.1. **Support Services.** Support Services for the UiPath RPA Platform are included in the License Fee and are provided during the License Term in accordance with the Support Terms.
- 4.2. **No Personal Data.** During the performance of this Agreement, Customer needs to avoid providing Personal Data to UiPath (for example, by using “dummy data” or anonymized data when testing workflows). UiPath does not wish to receive Personal Data nor it is required for the performance of the Agreement, except for personal data of Customer’s representatives or Customer’s employees, for contract conclusion and other contracting related purposes. Accordingly, Customer must not transmit Personal Data to UiPath, unless the Parties have agreed in writing on terms specifying that UiPath has agreed to receive Personal Data and detailing the security measures in place.
- 4.3. **No Support.** UiPath will not provide Customer with Support Services for issues arising from the use of the UiPath RPA Platform in a manner inconsistent with UiPath Licensing Models, the Manuals or the terms of this Agreement. Any remedy necessary to repair the issues referenced in this section is at UiPath discretion and will be deemed as Professional Services.

## 5. PAYMENT TERMS

- 5.1. **Applicability.** This section “Payment Terms” applies only if Customer orders the UiPath RPA Platform directly from UiPath. For the purpose of this section “Payment Terms” only, any reference to “Customer” shall be construed as a reference to “Customer’s billing entity” placing the Order with UiPath. If Customer orders the UiPath RPA Platform from an UiPath Partner, payment terms are agreed between Customer and the UiPath Partner which are not binding on UiPath.
- 5.2. **Payment.** Customer must pay the License Fees specified in the Order. All License Fees are non-cancelable and, save as otherwise provided in this Agreement, non-refundable. The License Fees are invoiced annually in advance and due within 30 days from the invoice date. All invoices will only be delivered electronically to Customer. UiPath may charge interest at a monthly rate equal to

the lesser of 1% per month, or the maximum rate permitted by applicable law, on any overdue License Fees, from the due date until the date the overdue amount (plus applicable interest) is paid in full. Any License Fees that are unpaid as of the date of termination or expiration of this Agreement will be immediately due and payable.

- 5.3. **Failure to Pay.** If Customer fails to pay any amount due under this Agreement, UiPath will send Customer a reminder notice. If Customer fails to pay within 30 days of the date of the reminder notice, UiPath may, in its sole discretion, suspend or terminate the applicable Order after notifying the Customer in writing.
- 5.4. **Payment Disputes.** If Customer believes in good faith that UiPath has incorrectly billed Customer, Customer must contact UiPath in writing within 15 days of the invoice date, specifying the error. If UiPath and Customer will not settle the dispute amicably in a term of maximum 30 (thirty) days, then the dispute shall be referred to a court of law in accordance with the Governing Law Venue section. Customer will pay the undisputed portions of the invoice.
- 5.5. **Taxes.** Prices are exclusive of any taxes. UiPath will send all invoices to a single designated billing address of Customer and shall presume that such address will be the address where UiPath RPA Platform will be delivered and/or used unless Customer informs UiPath of a different location. Unless Customer provides UiPath a valid signed tax exemption or equivalent certificate in any jurisdiction where such certificates may be available, 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 only exempt Customer from the payment of the Transaction Tax, effective on the date that UiPath receives a valid exemption or similar certificate. UiPath is solely responsible for taxes based on net income, payroll, and property ownership. 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.
- 5.6. **Changes.** UiPath is entitled to establish its own License Fees, at its own discretion. UiPath will not change the amount of the License Fees for already acquired licenses, after the acceptance of an Order by UiPath. In case of any change of the License Fees, UiPath will send to the Customer a 90 calendar-day prior notice regarding the newly proposed License Fees. In the absence of a response from the Customer by the expiry of the License Term, the newly proposed License Fees will apply.

## 6. THIRD PARTY INTELLECTUAL PROPERTY CLAIMS

- 6.1. **UiPath Obligations.** UiPath will defend, at its expense, any third-party Claim against Customer during the License Term to the extent the Claim alleges that the UiPath RPA Platform infringes the third party’s patent, copyright, or trademark, or that UiPath has misappropriated the third party’s trade secret (“IP Claim”). UiPath will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by UiPath).
- 6.2. **Remedy.** In case of any IP Claim, UiPath may, at its own discretion: (a) procure for Customer a license to continue using UiPath RPA Platform under the terms of this Agreement; (b) replace or modify the allegedly infringing components to avoid the alleged infringement; or (c) terminate Customer’s license and access to the UiPath RPA Platform (or its allegedly infringing component) and refund the Customer pro rata fees pertaining to the UiPath RPA Platform components, computed on the basis of the prepaid and unused License Fees, but only if Customer confirms in writing that it destroyed all copies of the UiPath RPA Platform (or its allegedly infringing component) and any related materials, from all computer systems on which it was stored.
- 6.3. **Conditions.** UiPath will have no liability for any IP Claim: (A) that arises from any: (i) use of the UiPath RPA Platform in violation of this Agreement; (ii) modification of the UiPath RPA Platform by anyone other than UiPath; (iii) failure by Customer to install the latest updated version of the UiPath RPA Platform, as requested by UiPath to avoid the alleged infringement; or (iv) third-party products, services, hardware, software, or other materials, or combination of these with the UiPath RPA Platform, if the UiPath RPA Platform would not be infringing without this combination; or (B) if Customer fails to: (i) promptly notify UiPath in writing of the IP Claim; (ii) provide UiPath with reasonable assistance requested by UiPath for the defense of the IP Claim; (iii) provide UiPath with the exclusive right to control or settle the IP Claim; or (iv) refrain from making admissions about the IP Claim without UiPath’s prior written consent. The remedies in this Third Party Intellectual Property Claims section are Customer’s sole and exclusive remedies and UiPath’s sole liability regarding the subject matter giving rise to any IP Claim.

## 7. OTHER CLAIMS

- 7.1. **Customer’s Obligations.** Customer will, at its expense, defend or settle any third-party Claim against UiPath to the extent it arises from any Customer Development Outputs, Customer Data, or Customer’s breach of Third Party Providers subsection. Customer will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer).
- 7.2. **Conditions.** Customer’s obligations under this Other Claims section are conditioned upon UiPath (to the extent permitted by applicable law): (i) promptly notifying the Customer of any Claim in writing; (ii) cooperating with the Customer in the defense of the Claim; (iii) granting the Customer sole control of the defense or settlement of the Claim; and (iv) refraining from making any admissions about the Claim. The remedies in this Other Claims section are UiPath’s sole and exclusive remedies and Customer’s sole liability regarding the subject matter giving rise to any such Claim.

**7.3. Other Responsibility.** For the avoidance of any doubt, under no circumstances UiPath may be liable for any Claims, 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 Customer Development Outputs.

## **8. LIMITATION OF LIABILITY**

**8.1. Damages Exclusion.** Neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages, the use or inability to use the UiPath RPA Platform, computer malfunction or failure, server down time, failure of the UiPath RPA Platform to operate with any other programs, loss of profits, reputation, use, or revenue, loss or corruption of data, or interruption of business.

**8.2. Liability Cap.** The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this Agreement or its subject matter will not exceed an amount equal to the License Fees paid by the Customer's billing entity under this Agreement for the 12 months before the initial Claim. This limitation will apply whether the Claim arises from contract or tort and regardless of the theory of liability but will not limit payment obligations as specified in the Payment Terms section. This limitation will also apply for UiPath benefit when Customer ordered UiPath RPA Platform from a UiPath Partner, irrespective of the terms agreed between the Customer and UiPath Partner.

## **9. REPRESENTATIONS & WARRANTIES**

**9.1. UiPath RPA Platform Limited Warranty and Remedy.** UiPath warrants that the UiPath RPA Platform, as delivered to Customer, will substantially conform to the applicable Manuals during the License Term, to the extent that the UiPath RPA Platform is used in accordance with the Manuals and the UiPath Licensing Models. Customer must notify UiPath of a Claim under this warranty within 30 days of the date on which the condition giving rise to the Claim first appeared. To the extent permitted by law, Customer's sole and exclusive remedy and UiPath's sole liability under or about this warranty will be a replacement of the UiPath RPA Platform component, or if replacement is not commercially reasonable, a termination of the applicable UiPath RPA Platform component or services and a refund of pro rata fees pertaining to the UiPath RPA Platform component or service, computed on the basis of the prepaid and unused License Fees.

**9.2. IMPLIED WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES HEREIN, UIPATH RPA PLATFORM IS PROVIDED ON AN "AS-IS" BASIS. NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UIPATH DOES NOT WARRANT THE UIPATH RPA PLATFORM OR ITS COMPONENTS WILL RUN UNINTERRUPTED OR ERROR FREE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE USE OF THE UIPATH RPA PLATFORM. EACH PARTY DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

## **10. TERM AND TERMINATION**

**10.1. Term.** The term of this Agreement commences on the Effective Date and shall continue for 36 months or any other longer term as may be agreed by the Parties (the "Term"). The Term and any License Term will be automatically renewed for successive 12 months terms, unless either Party provides written notice of non-renewal to the other Party at least 30 days before the expiration of the Term. Except for termination for material breach by Customer and for Customer's violation of the Export subsection, the termination of this Agreement will not affect the Orders in place, which shall run until the termination of the applicable License Term.

**10.2. Material Breach.** 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 days of the notice date, the non-breaching Party may immediately terminate this Agreement and any Orders, upon written notice. Upon termination for material breach and unless the non-breaching Party stipulates differently in the termination notice, all Orders will be terminated.

**10.3. Effect of Termination.** Upon termination or expiration of any License Term the license and associated rights for the respective UiPath RPA Platform components will immediately terminate and Customer must, at its expense remove and delete all copies of the UiPath RPA Platform components. Customer understands that some or all the UiPath RPA Platform components may cease to operate without prior notice upon expiration or termination of the License Term. The Parties agree that, except as otherwise provided under this Agreement, the Customer will not be entitled to a refund of any fees paid hereunder after the delivery of the License Key or any renewal thereof.

## **11. PROFESSIONAL SERVICES**

**11.1.** Unless otherwise agreed in writing by the Parties, any Professional Services provided by UiPath shall be governed by the Professional Services Terms located at the following web address: [https://www.uipath.com/hubfs/legalspot/UiPath\\_Professional\\_Services\\_Terms.pdf](https://www.uipath.com/hubfs/legalspot/UiPath_Professional_Services_Terms.pdf) (or successor website) and incorporated into this Agreement by reference.

**12. Law and Venue**

**12.1 Mediation.** The Parties agree to try to settle every dispute amicably and, if they don't reach an agreement within 60 days from the date either of them receives a Claim from the other, the Parties consent to personal jurisdiction in, and the exclusive venue of, the courts indicated in this Governing Law and Venue clause.

**12.2 Governing Law. Venue.** This Agreement is governed by the laws indicated in the below table without giving effect to any choice of law principles or provisions relating to conflicts of laws provisions. 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 International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted. By execution and delivery of this Agreement, the Parties hereto each accepts generally and unconditionally the exclusive jurisdiction of the Courts indicated in the table below for any dispute arising out of or related to this Agreement and irrevocably waives any objection (including, without limitation, any objection of the laying or defense or maintenance of such action in the agreed venue based on the grounds of *forum non-conveniens*) which either of them may now have or hereafter have to the bringing of any such action or proceeding with respect to this Agreement or any other dispute in the Court.

Country where Customer is headquartered	Applicable law	Venue
United States of America, Canada or Mexico	New York law	Courts of New York, New York
Romania	Romanian law	Courts of Bucharest
Rest of the world	Dutch law	Courts of Amsterdam

**12.3 Waiver of Jury Trial. Arbitration.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES WAIVES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT. If a waiver of jury trial is deemed by any court of competent jurisdiction as not being enforceable for any reason, then to the fullest extent permitted by law, each of the Parties hereto agree to binding arbitration as follows: (i) any Claim relating to this Agreement, except for Claims relating to Intellectual Property Rights shall be referred to and finally determined by expedited arbitration in accordance with the WIPO Expedited Arbitration Rules, and the arbitral tribunal shall consist of a sole arbitrator which shall be a qualified lawyer with at least 10 years of experience in commercial contracts; (ii) any Claims relating to Intellectual Property Rights shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules, and the arbitral tribunal shall consist of three arbitrators which shall be all qualified lawyers with at least 10 years of experience in issues relating to Intellectual Property Rights. The place of arbitration shall be determined in accordance with the table above. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the applicable law, according to the table above. The provisions of this paragraph shall survive the termination of this Agreement.

**13. Compliance**

**13.1. Export.** Each Party acknowledges that the UiPath RPA Platform may be subject to export control regulations as enacted 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 RPA Platform. Each Party represents that neither it or its Affiliates is named on any Export Control Regulations list of restricted parties. Each Party hereby agrees and undertakes that it shall not knowingly export or reexport the UiPath RPA Platform (or any product, process or service resulting directly therefrom), directly or indirectly, to any country or a foreign national of a country in violation of any such Export Control Regulations.

**13.2. Anti-Corruption.** Each Party confirms it has not been offered or received any illegal or improper bribe, kickback, payment, gift, or thing of value from the other Party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. Any violation of the above restriction will be promptly notified to [legal.compliance@uipath.com](mailto:legal.compliance@uipath.com).

**13.3. Confidentiality Obligations.** Parties must, and will ensure their Affiliates, employees and/or agents shall, keep the Confidential Information (means and refers to any document and information to which a Party has access during the performance of this Agreement, including but not limited to technical information, business methods, software programs, licensing model, of the other Party) confidential. Neither Party will in any manner, directly or indirectly, use or otherwise employ all or any of the Confidential Information of the other Party for any purpose other than the performance under this Agreement. This confidentiality obligation will survive for 3 years after the termination or expiration of this Agreement, except for the case of Confidential Information protected as trade secrets, in relation to which the confidentiality obligation shall be perpetual or shall

exist for as long as such Confidential Information remains a trade secret under applicable law. The Customer acknowledges that if it provides any suggestions or feedback to UiPath, it does so voluntarily and without any obligation of confidentiality on UiPath in relation thereto, who will be entitled to use any suggestions or feedback, in any way and for any purpose.

**13.4. License Compliance.** UiPath may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that Customer’s use, installation, or deployment of the UiPath RPA Platform comply with the terms of this Agreement and Customer agrees to provide all the required assistance and support during such verification.

**14. GENERAL**

**14.1. Order of Precedence.** If a Customer orders UiPath RPA Platform from a UiPath Partner under a Order with UiPath Partner, the terms of this Agreement apply to Customer’s use of the UiPath RPA Platform and will prevail in case of any inconsistency between these terms and the terms of the agreement between UiPath Partner and Customer, for which UiPath Partner is solely responsible, except as otherwise stipulated in this Agreement.

**14.2. Assignment.** Neither Party may assign this Agreement without the other Party’s prior written consent. Notwithstanding the foregoing, UiPath can assign this Agreement to an Affiliate thereof without any consent or notification (either prior to or post assignment) in this sense being required.

**14.3. Change of control.** If a Party or its Affiliate is acquired by, sells substantially all of its assets to, merges with, or undergoes a change of Control in favor of, a direct competitor of the other Party, or changes its main object of activity into a business competing the other Party, then it must notify the other Party within 30 days prior to such event and, as a consequence, the other Party may terminate this Agreement by giving a written notice within maximum 30 days as of the date of the change of control notice.

**14.4. Privacy.** During the performance of this Agreement each Party may collect, store and use Personal Data related to the other Party’s representatives or employees, such as their name, telephone number, e-mail address, job title. This Personal Data may be collected from the other Party or directly from the representatives or employees and it is necessary to allow the parties to enter into and perform this Agreement. Each Party will be responsible for informing its own representatives or employees of the processing of their personal data as provided in this Agreement. Each Party is responsible for complying with the applicable data protection legal requirements for the purposes of this Agreement. If any of the Parties would at any time act as a data processor on behalf of the other Party during the performance of this Agreement, the Parties shall enter into a data processing agreement in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") or equivalent. Personal Data collected by one Party at webinars and events organized by such Party may only be shared with the other Party in accordance with GDPR and other applicable privacy laws. The Party that collects the personal data shall ensure it obtains from the data subjects all legally required informed consents for the processing and transfer of their personal data to the other Party. All consents must be recorded and auditable. The Party that receives the Personal Data may request at any time to be provided with evidence of consent.

**14.5. Technical Data Use Consent.** Customer agrees that UiPath and its Affiliates may collect and use technical information gathered, if any, related to the UiPath RPA Platform. UiPath may use this information solely to improve the software or to provide customized services or technologies to the Customer and will not disclose this information in a form that personally identifies the Customer.

**14.6. Third Party Providers.** If Customer uses certain features of the UiPath RPA Platform 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.

**14.7. No Partnership.** Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties and neither Party has authority to bind the other Party.

**14.8. Notices.** Any notice given under this Agreement must be in writing by e-mail, with a suggestive subject, to the addresses listed below (or addresses notified in writing by either Party) and will be effective the earlier of (i) when received by the Party, or refused by the Party or (ii) the next business day after being sent by the expeditor.

Matter	To UiPath	To Customer
Privacy	<a href="mailto:privacy@uipath.com">privacy@uipath.com</a>	(insert e-mail address)
Maintenance and support	as per the Support Terms	
Invoicing	<a href="mailto:accounts.receivable@uipath.com">accounts.receivable@uipath.com</a>	
Orders	<a href="mailto:accounts.receivable@uipath.com">accounts.receivable@uipath.com</a>	



	<a href="mailto:sales.support@uipath.com">sales.support@uipath.com</a>	
All other	<a href="mailto:contractnotice@uipath.com">contractnotice@uipath.com</a>	

- 14.9. Publicity.** The Customer authorizes UiPath to publicly identify the Customer as a customer and include the Customer's name and logo on the UiPath's website and other promotional and marketing materials.
- 14.10. Third Party Licenses.** The UiPath RPA Platform contains or may be used in conjunction with other software, including open source, which are the property of their respective owners and are licensed under their respective licenses specified in the Third Party Licenses section on the UiPath website, as updated from time to time or communicated to the Customer.
- 14.11. Additional Assistance.** UiPath may provide Customer a limited, non-exclusive license during the License Term to use certain UiPath Works (meaning integrations, code, patches, materials, data, know-how, workflows or similar). This assistance does not include Support Services and it may be provided only at UiPath discretion.
- 14.12. Entire Agreement.** 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. Unless otherwise provided herein, any amendments to this Agreement may only be made in writing and become effective when signed by both Parties, other than some other features launched by UiPath and integrated with the UiPath RPA Platform which may have additional terms and for the use thereof the terms must be accepted by the Customer. In case of any discrepancies between the terms of this Agreement and an Order, the terms of the Order will prevail. The Parties agree any termination of this Agreement shall trigger termination of all Orders placed on the basis of this Agreement, however, termination of an Order will not trigger termination of this Agreement, unless otherwise agreed by the Parties in writing.
- 14.13. Severability.** 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 legal effects.
- 14.14. No Other Terms.** Any terms or conditions in any Order or any other related documentation submitted by or on behalf of Customer to UiPath (or any other entity, such as an UiPath Partner) do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by authorized representatives of both Parties.
- 14.15. Waiver.** No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. Except as otherwise provided under this Agreement the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies (provided by law). Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

Signatures		
<b>UiPath Inc.</b>	<b>UiPath SRL</b>	_____ <b>(Customer)</b>
Address:	Address:	Address:
By:	By:	By:
Title:	Title:	Title:
Authorized Signature:	Authorized Signature:	Authorized Signature:
Date:	Date:	Date: