Master Software and Services Agreement

This Master Software and Services Agreement is entered into between UiPath and Customer as of the date (i) the last Party signs this Agreement or (ii) otherwise accepts the terms of this Agreement ("Effective Date"). By signing or otherwise accepting this Agreement, you represent you have the capacity to represent the entity identified herein as the Customer. UiPath and Customer are each a “Party” and collectively the “Parties” to this Agreement.

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.

“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.

“Agreement” means this Master Software and Services Agreement, together with any other reference herein.

“Authorized Users” means either Party’s employees, representatives and contractors.

“Cloud Software” means Software, as defined herein below, provided as a service to the Customer.

“Customer” means the entity signing or otherwise accepting this Agreement.

“Customer Data” means any data, information, and proprietary Customer content created prior to or independently from any Customer interaction with the Technology and imported into the Technology or accessed by UiPath in connection with, or for the purpose of, provision of any Services, excluding any UiPath IP Rights.

“Documentation” means the official guides for Software, as made available on the Trust Portal.

“Fee(s)” means the fees payable for the license to use the Technology or benefit from the Services and any expenses incurred in the performance of Services, as set in the applicable Order.

“IP Rights” means patents, right to patent and file for patent, rights to inventions, copyright and related rights, trademarks, registered designs, trade secrets, trade names and domain names, rights in computer software and in databases, content, know-how, look and feel, and any other intellectual property rights or rights of a 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.

“License Term” means the duration of the license to use the Software, as stipulated in an Order.

“Licensing Policy” means the policy available on the Trust Portal containing the parameters defining the license grant permissions and related use restrictions applicable to each version of the Software.

“On-Premise Software” means Software, as defined herein below, deployed on Customer premises.

“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) cardholder data ("CHD") and sensitive authentication data ("SAD"), as defined by Payment Card Industry Data Security Standard.

“Services” means professional services specified in an Order, excluding Support.

“Software” means (a) (i) software products licensed to Customer as specified in Orders, 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 made available 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. Cloud Software and On-Premise software are collectively referred to as Software.

“Support” means maintenance and service levels, applicable to the Software during the License Term as provided in the support terms available on the Trust Portal.

“Technology” means each and together, the (i) Software identified in the applicable Order, (ii) materials developed by UiPath for Customer during performance of Services, and (iii) UiPath Background IPR.

“Third-Party Services” means the cloud applications, cloud service endpoints, data services, software, application programing interfaces, and content of third parties which may be accessed using the Technology.

“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 (or successor website) and integrated by way of reference in the Agreement.

“UiPath” means the UiPath entity entering into this Agreement, as described in the Governing Law and Dispute Resolution section.

“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. AGREEMENT GOVERNANCE

2.1. This Agreement applies to the Software and Services identified in the relevant Orders. Any software or service released after the Effective Date that is subsequently purchased by Customer may be governed by specific terms to be made available by UiPath upon such purchase. For the avoidance of any doubt, software or services released by UiPath under community, trial, early access, alpha, beta, preview, academic or learning designation, are governed by their applicable terms of use, made available on the Trust Portal.

3. LICENSE AND IP RIGHTS

3.1. License. Subject to the terms and conditions of this Agreement, UiPath grants Customer and its Affiliates, upon delivery of license keys and during the License Term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use the Technology specified in the applicable Order, solely for their internal business purposes and in accordance with the applicable Licensing Policy and the associated Documentation.

3.2. Add-ons. Subject to the terms and conditions of this Agreement, UiPath further grants Customer and its Affiliates, during the 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 the 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. 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 suggestions or feedback, in any way and for any purpose in relation to the Technology.

3.4. Independent Development and Residuals. Parties agree that nothing in this Agreement will limit or restrict UiPath’s right to (i) create derivative works using the Add-ons shared voluntarily by Customer, or develop, or have developed, components that may be similar to, or may perform similar functions to, the Add-ons; and (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. Nothing in this Agreement will be construed as a representation or inference that each Party will not develop or acquire products, for itself or others, that compete with the products, systems, or methods contemplated by the other Party's Confidential Information, provided that the Party has not done so in breach of this Agreement.

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 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 circumvent any technological protection measures set by UiPath to control access to the Software and will not exceed the number of allocated Software licenses;

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 or otherwise reduce them to human readable form, 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 will obtain and maintain all authorizations and consents required to use Personal Data as contemplated in this Agreement;

h. 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, subject to 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 the Third-Party Services. UiPath will 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 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 products distributed by UiPath will be subject to the terms and conditions set by the relevant owners, as made available on the Trust Portal.

5. ORDERING PROCESS

5.1. Orders. All Orders are subject to this Agreement, irrespective of whether a reference to this Agreement is made or not. Commercial terms agreed in an Order shall only be applicable for the Software and specifics of that respective Order and shall not extend to subsequent Orders placed under the Agreement, unless expressly agreed by the Parties in those subsequent Orders.

5.2. Affiliates' Orders. Customer may place Orders for its Affiliates under this Agreement and will cause such Affiliates to comply with Customer's obligations herein. Any Customer Affiliate may place Orders with UiPath and its Affiliates, listed in the Governing Law and Dispute Resolution Section, by referencing this Agreement, and such Customer Affiliate will be deemed as Customer.

6. PAYMENT TERMS

6.1. Applicability. These Payment Terms and any commercial terms agreed between the Parties in writing apply only if Customer orders the Technology directly from UiPath. Payment terms agreed between Customer and a UiPath reseller or distributor are not binding on UiPath. Any reference to Customer in this section is a reference to its paying entity placing the Order.

6.2. Payment. Unless otherwise agreed in the applicable Order, UiPath will issue an invoice for each Order as follows: (i) Software Fees will be invoiced annually in advance; (ii) Services Fees will be invoiced monthly, as incurred. 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. Payment Disputes. Customer will pay any undisputed amounts in the invoice. Within 15 (fifteen) days from the invoice date Customer will report any alleged errors in the invoice to UiPath in writing with sufficient detail to allow UiPath to investigate the dispute. The Parties will work to settle the dispute amicably within 30 (thirty) days therefrom. UiPath may request Customer to provide additional information or documents in order to settle the payment dispute. Should Customer fail to provide UiPath with the requested information or documents within the 30 (thirty) days term stipulated herein, the disputed amount will become due and payable at the end of the 30 (thirty) days term.

6.5. 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.
6.6. 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. INDEMNIFICATION

7.1. UiPath Indemnification. UiPath will defend Customer, at its expense, against any claim, action, or legal proceeding, made against Customer by a third-party non-affiliated with the Customer alleging that the use of the Technology, during the License Term and as delivered by UiPath, infringes the third party’s patent, copyright or that UiPath misappropriated the third party’s trade secret (“IP Claim”) and will indemnify against any damages finally awarded to Customer by a court of competent jurisdiction (or settlement amounts agreed to in writing by UiPath) in the limits set out in this Agreement.

7.2. Customer Indemnification. Customer will defend UiPath, at its expense, against any claim, action, or legal proceeding, made against UiPath by a third-party non-affiliated with UiPath arising out of, or in connection with Customer Data, alleging an IP Rights infringement, or Customer’s use of the Technology and Services in violation of this Agreement and will indemnify against any damages finally awarded to UiPath by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer) in the limits set out in this Agreement.

7.3. Conditions. A Party’s obligations to defend and indemnify (“Indemnifying Party”) are contingent on the Party seeking defense (“Indemnified Party”) to (i) promptly notify the Indemnifying Party of any claim in writing; (ii) cooperate with the Indemnifying Party in the defense of the claim; (iii) grant the Indemnifying Party sole control of the defense or settlement of the claim (provided that the Indemnifying Party shall not enter into any settlement that admits liability on behalf of the Indemnified Party or imposes any obligations on such Indemnified Party other than cessation of use of the infringing Technology); (iv) not make any admissions about the claim without the Indemnifying Party’s prior written consent, and (v) take all reasonable measures to mitigate the damages. The remedies in this section 7 (Indemnification) are sole and exclusive remedies of the Indemnified Party and sole liability of the Indemnifying Party with respect to an IP Claim.

7.4. Exclusions. UiPath will have no liability for any IP Claim arising from: (i) use of the Technology or Services in breach of the Agreement; (ii) modification of the Technology or Services by anyone other than UiPath; (iii) failure by Customer to install the latest updated version of the Technology, as instructed by UiPath, to avoid infringement, or security vulnerabilities or malfunctions; (iv) Third-Party Services, products or materials or their combination with the Technology or Services, if the latter would not be infringing without this combination.

7.5. Remedies. If a claim alleges that the Technology might infringe the IP Rights of a third party, or if in UiPath’s judgment, such a claim may arise, UiPath may, at its option: (i) procure the right for Customer to continue using the Technology under the terms of the Agreement; (ii) replace/modify the impacted components to avoid the alleged infringement; or (iii) terminate Customer’s license to the Technology (or relevant component) and refund the associated prepaid and unused Fees.

8. LIMITATION OF LIABILITY

8.1. Damages Exclusion. Neither Party will be liable to the other for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages, loss of profits, loss of revenue or goodwill, 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 Services.

8.2. Liability Cap. Except for acts of fraud or willful misconduct, damages resulting from death or bodily injury arising from gross negligence or willful misconduct, tangible property damage, indemnification for damages resulting from breach of third-party IP Rights, the maximum aggregate liability of each Party for all damages (individually and together) under or relating to this Agreement will not exceed the Fees paid to UiPath under this Agreement for the relevant Technology in the 12 (twelve) months before the initial claim giving rise to such damages.

8.3. Applicability. The foregoing will apply only to the extent permitted under the applicable law, regardless of whether the claim arises from contract or tort and regardless of the theory of liability, but will not limit payment obligations under this Agreement, and irrespective of whether the other Party has been advised of the possibility of such damage might incur. The Agreement allocates the risks between UiPath and Customer, and the Fees for Technology reflect this allocation of risk and
9. WARRANTY

9.1. Limited Warranties and Remedies

9.1.1. Software Warranty. UiPath warrants that, during the License Term, the Software will substantially conform to the Documentation, provided that the Software is used in accordance with the terms of this Agreement, the Documentation, and applicable law. To the extent permitted by law, UiPath’s sole liability under this warranty will be, in UiPath’s reasonable commercial discretion, a repair or replacement of the relevant Software, or if UiPath determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement.

9.1.2. Services Warranty. UiPath warrants that Services will be performed in a professional and workmanlike manner.

9.1.3. Customer Warranty. Customer represents that 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 timely perform any Services. UiPath’s provision of the Services is contingent upon the warranty provided herein. Customer grants UiPath, its Affiliates and subcontractors a non-exclusive, limited license to use Customer Data necessary for performing the Services.

9.2. Warranty Exclusions. Subject to the above limited warranties, the Technology is provided on an “AS-IS” and “AS AVAILABLE” basis. To the maximum extent allowed by the applicable law, neither UiPath, nor its Affiliates, licensors or their personnel, make any warranty of any kind (express, implied, statutory or otherwise) and UiPath specifically disclaims all warranties, including merchantability, fitness for a particular purpose or non-infringement or ability of the Technology to integrate or interoperate with other software or services or perform uninterrupted or error-free. Each Party disclaims all liability for Third-Party Services.

10. COMPLIANCE

10.1. Export Control. The Parties acknowledge that the Technology and Services may be subject to export control and sanctions laws including U.S. Export Administration Regulations administered by the U.S. Department of Commerce’s Bureau of Industry and Security (“BIS”) and economic sanctions administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations (collectively “Export Laws”). Customer agrees to comply with all Export Laws related to Customer’s access to and use of the Technology and Services. Customer represents and warrants that it is not (i) located, organized, or resident in a country or territory that is subject to a U.S. trade embargo (currently, Crimea, Cuba, Iran, North Korea, and Syria); or (ii) identified on, or owned or controlled by any party identified on, any applicable sanctions or restricted party list, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Entity List, Denied Persons List, or Unverified List, administered by BIS. Customer agrees that it will not export, re-export or otherwise transfer the Technology or Services, or use the Technology or Services to disclose, transfer, download, export, or re-export, directly or indirectly, any Customer Data, to any country, entity or other party that is ineligible to receive such items under the Export Laws. Customer acknowledges that the Services may not be available in all jurisdictions and that Customer is solely responsible for complying with the Export Laws in its access to and use of the Technology and Services. Customer acknowledges that UiPath may cease to provide the Technology and Services if UiPath determines that Customer has violated any of the representations in this Section and Customer agrees to promptly notify UiPath in writing if its status under any of these representations changes.

10.2. Audit. UiPath may, at its expense, verify that Customer’s use, access, installation, or deployment of the Technology comply with the terms of this Agreement. 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.

10.3. Confidentiality. This Agreement supersedes any applicable non-disclosure agreement between the Parties with respect to use of the Technology hereunder. Information shared by the Parties, or their Affiliates, under this Agreement will be deemed confidential if it’s disclosed in any form or manner, marked as, or reasonably considered, confidential, and includes without limitation, Technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing whether or not
marked, designated or otherwise identified as "confidential" ("CI"). CI shall also include the existence of as well as the terms and conditions of this Agreement and any Order placed hereunder. CI excludes any 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 disclosing’s CI. For instance, technical and support data related to the Technology are considered UiPath’s CI. The receiving Party will treat the CI with no less than reasonable care and will not use or disclose CI to anyone, except to its Authorized Users, advisors or consultants, who need to know the CI for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as in this section. The receiving Party may disclose CI: (i) under a written and signed permission document from the disclosing Party; (ii) as necessary to comply with applicable law, a valid order of a court of law or governmental body, or with mandatory rules of an equivalent binding authority after using reasonable efforts to provide advance notice of such disclosure to the disclosing Party.

10.4. 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.

10.5. 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.

11. TERM AND TERMINATION

11.1. License Term. Unless otherwise agreed in an Order, the license term for the Software is twelve (12) months ("License Term"). License Terms will automatically renew for additional periods equal thereof, until either Party provides written notice of non-renewal to the other Party at least forty-five (45) days before expiration of the respective License Term.

11.2. Term of the Agreement. This Agreement is effective as of the Effective Date and will continue for an indefinite period of time, until terminated by either Party under this Agreement. In case there is an ongoing Order upon termination of the Agreement, Parties hereby agree that the terms of this Agreement will be automatically extended until the expiration of the Order’s License Term and any renewal term thereof.

11.3. Termination. This Agreement may be terminated as follows:

11.3.1. Material Breach of the Agreement: by either Party, immediately upon written notice to the other, if the other Party has made a material breach hereunder and, to the extent the breach can be cured, has not been cured within thirty (30) days from the notice date.

11.3.2. Change of Control: by UiPath, with thirty (30) days written notice, in case of a change of control as prescribed in the Change of Control section.

11.3.3. Additional Termination Events: by either Party, immediately upon written notice to the other Party (i) when, due to the applicable law or on account of a regulator’s or similar body’s decision or ordinance, it becomes unlawful or illegal to it to continue the performance of this Agreement, including but without limitation, as a result of any export control obligations; or (ii) if such other Party commences or has commenced against them bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, is unable to pay its invoices or loans when due, or ceases to operate in the ordinary course of business; or (iii) if currency repatriation provisions or other currency restrictions are imposed by any government body which prevent or restrict the ability of Customer to make any net payments to UiPath as required hereunder.

11.4. Effect of Termination. Except for terminating this Agreement for Customer’s material breach, all Orders will continue to be in effect until the expiration of their License Term. 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 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 Software activation key or any renewal thereof.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. 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.

12.2. Amicable settlement. Parties agree, as a prior condition for any claim, to settle amicably any dispute arising out of or relating to this Agreement within ninety (90) days from 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.

12.3. Arbitration Agreement for Customers in North America and India. Subject to amicable settlement, disputes with Customers in (i) North America shall be exclusively and finally settled by arbitration in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and (ii) India shall be administered in English by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre by a tribunal consisting of one (1) arbitrator. The award will be in accordance with the Governing Law and state the reasons upon which it is based. However, either Party may seek injunctive relief from a court of competent jurisdiction to prevent irreparable harm or to enjoin any intellectual property rights misuse.

12.4. Venue. Parties hereby accept the exclusive jurisdiction of the competent courts of the Venue indicated below and irrevocably waive any objection and defense (including, any defense 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.

<table>
<thead>
<tr>
<th>Customer</th>
<th>UiPath Entity</th>
<th>Governing Law</th>
<th>Venue</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States of America, Canada or Mexico (North America)</td>
<td>UiPath Inc., at 90 Park Avenue, 20th floor, 10016 New York, New York, United States</td>
<td>New York law</td>
<td>New York, State of New York, United States of America</td>
</tr>
<tr>
<td>India</td>
<td>UiPath Robotic Process Automation India Private Indian Law Limited, at 7th floor, Prestige Trade Tower, 46, Palace Road, Sampangi Rama Nagar, Bangalore, Bangalore, Karnataka, India, 560001</td>
<td>Indian Law</td>
<td>Bangalore, India</td>
</tr>
<tr>
<td>Rest of the world</td>
<td>UiPath SRL, at 4 Vasile Alecsandri Str. And 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania</td>
<td>Romanian Law</td>
<td>Bucharest, Romania</td>
</tr>
</tbody>
</table>

13. GENERAL

13.1. Subcontractors. UiPath may use subcontractors to perform the Services and will be responsible for performance of the Services by such subcontractors as for its own actions under this Agreement.

13.2. Data. Customer acknowledges that use of the Technology or Services does not require any Personal Data. Customer must not use PHI, CHD and SAD with Cloud Software, unless use of PHI is allowed by UiPath in the appropriate legal documentation. PII shared by Customer and processed by UiPath as a processor on behalf of the Customer, will be governed by the data processing agreement available on the Trust Portal, in the limits of such PII processing. Customer agrees that, if it purchases UiPath offerings through a UiPath partner/distributor, UiPath may share Customer contact information with the partner/distributor and the partner/distributor may use such contact information for the purpose of promoting and selling UiPath offerings to Customer. UiPath will handle Personal Data in accordance with the privacy policy available on the Trust Portal.
13.3. **Analyses Information.** UiPath and its Affiliates may process data, technical information, usage and telemetry ("Analyses Information") from the Technology, to perform its obligations under this Agreement, including providing access to, maintaining, and offering support for the Technology, to provide bug fixes, systems diagnostics, error and performance monitoring, to make updates and improvements, to develop new features and offerings, and to identify industry trends and developments, including creating indices and anonymous benchmarking, provided that UiPath will treat the Analyses Information as Customer Confidential Information, and UiPath will employ adequate techniques to ensure compliance with the foregoing requirement, including anonymization, segregation, aggregation, encryption, de-identification of data, or raw data deletion.

13.4. **Support.** UiPath will provide Support during the applicable License Term in accordance with the support terms and conditions available on the Trust Portal. During the License Term, UiPath will provide Customer with its standard Support plan, as part of the Fees paid for the purchased licenses. The Customer may purchase additional Support plans for improved services and response times, as such are available on the Trust Portal.

13.5. **Entire Agreement and Order of 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) additional terms for new features/functionabilities, and (iii) this Agreement. If any provision hereof is or becomes illegal, invalid or unenforceable for any reason, all other provisions of this Agreement will remain in full force and effect.

13.6. **Force Majeure.** Except for any payment obligations, 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, labor action, fire, flood, earthquake, failure of third-party providers, denial of service attacks, malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions.

13.7. **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.

13.8. **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.

13.9. **No TUPE.** For the avoidance of doubt, the license granted under this Agreement or the provision of Services, including Support, by UiPath to the Customer or its Affiliates does not represent a transfer of undertaking within the meaning of any national, state, and local laws and regulations (including European Union, where applicable) on the safeguarding of the employees’ rights in the event of transfer of undertakings, businesses, or parts thereof. However, in the event that any public authority or body or any employee (or former employee) of UiPath/the Customer or its Affiliates claims or alleges or otherwise is deemed that he/she has transferred to or become employed by the other Party as a result of this Agreement, by virtue of the aforementioned legal provisions ("Transfer Claim"), the one Party which becomes aware of any Transfer Claim shall give notice to the other party of such Transfer Claim as soon as reasonably practicable and the Parties should co-operate in good faith in order to challenge such Transfer Claim.

13.10. **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 notified in writing) and will be effective on the next business day after being sent. In lack of a valid Customer e-mail address, UiPath can use an e-mail address publicly available, or any email addresses previously used in communication with UiPath. Notices on updates, security fixes, vulnerabilities and other technical information, will be sent to the Customer e-mail address(es) enrolled for those purposes in UiPath’s database.
13.11. **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.

13.12. **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.

13.13. **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.

13.14. **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.

13.15. **Survival.** The following sections will survive non-renewal or termination of this Agreement for any reason: IP Rights, Payment Terms, Limitation of Liability, Compliance, Governing Law and Dispute Resolution, Notices, 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).