

## UiPath Trial Agreement

**ACCEPTANCE:** This UiPath Trial Agreement, together with the UiPath Terms of Use (<https://www.uipath.com/terms-of-use>) and the UiPath Privacy Policy (<https://www.uipath.com/legal/privacy-policy>) (the “Agreement”) is a legally binding contract between Customer and UiPath, applicable to Customer’s use of the UiPath Enterprise RPA Platform and Software Results. Customer must read the Agreement carefully and only access and use the UiPath Enterprise RPA Platform and Software Results upon signature or acceptance of the Agreement. Customer’s relationship under this Agreement is with the UiPath entity defined in section “UiPath Entity and Governing Law”. Customer and UiPath will also each be referred to as a Party.

### DEFINITIONS:

**“Confidential Information” (“CI”)** (a) means information disclosed by a Party (“Discloser”) to the other Party (“Recipient”) in connection with the Agreement, whether before or after the Effective Date, whether disclosed directly or indirectly, orally, in documentary form, by demonstration or otherwise, that is marked confidential or would reasonably be considered confidential under the circumstances, including information relating to Discloser’s past, present and future research, development, business activities, products, software, services, technical knowledge (including but not limited to the UiPath Enterprise RPA Platform, Software Results, Feedback, data, technology, trade secrets, designs, techniques, strategies, discoveries, business plans, practice methodologies and technologies, personnel information, computer readable media, reports, processes, financial information and projections, customer and supplier lists, marketing plans and strategies, services improvements, projects, proposals, tools, etc.); and (b) excludes any information that (i) is or becomes public, through no fault of Recipient; (ii) was rightfully acquired by or already known to Recipient without an existing confidentiality obligation; or (iii) is independently developed by Recipient without the use of Discloser’s CI.

**“Customer”** means the entity signing this Agreement, or otherwise accepting these terms as an end user, and which is not a competitor of UiPath.

**“Customer Data”** means any information that is automated, recorded, collected, processed, or otherwise used by or on behalf of Customer with the Enterprise RPA Platform or Software Results, accessed in or imported from Customer’s internal data stores or other sources not supplied by UiPath, including, without limitation, any internal data, processes, charts, diagrams, or instructions.

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

**“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software and in databases, 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.

**“Improvements”** means all versions, updates, corrections, developments, modifications, variations, derivative works or extensions of feature sets of any of the UiPath Enterprise RPA Platform components and Software Results, created or acquired by UiPath.

**“Manuals”** means the [UiPath Studio Guide](#), [UiPath Robot Guide](#), [UiPath Orchestrator Guide](#) and [UiPath Activities Guide](#) available on UiPath website; the Manuals for the Software Results and UiPath Private Software may also include any other user manuals, help files, written examples, release notes or similar documentation designated by UiPath as applicable.

**“Term”** means (i) 60 calendar days from the Effective Date; or (ii) any period of time permitted by UiPath in its sole discretion.

**“UiPath Enterprise RPA Platform”** means (i) the suite of software components as detailed in the UiPath Licensing Models, (ii) any software, code, algorithm, model, workflow, integration, material, data, know-how or similar created or acquired by UiPath and designated by UiPath to be used with the software components detailed in the UiPath Licensing Models (iii) UiPath Private Software, (iv) the Manuals, and (v) all Improvements.

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

**“Software Results”** means any materials, excluding Development Outputs, consisting without limitation of software, code, workflows, integrations, algorithms, documents, presentations, data, know-how, or similar, which may contain Customer Data, and which are created by UiPath or by Customer for Customer’s evaluation of the UiPath Enterprise RPA Platform, to be used solely in connection with the UiPath Enterprise RPA Platform, subject to the terms of this Agreement.

“UiPath Private Software” means any software feature, functionality, derivative work, development or component of the UiPath Enterprise RPA Platform, which has not been made generally publicly available, and which may substantially differ from the generally publicly available version.

#### 1. INTELLECTUAL PROPERTY.

**1.1 UiPath.** UiPath retains all Intellectual Property Rights in the UiPath Enterprise RPA Platform and Software Results.

**1.2. Customer.** Customer retains all rights, including all Intellectual Property Rights, in the Development Outputs.

#### 2. LICENSE GRANT.

**2.1 UiPath Enterprise RPA Platform and Software Results.** UiPath grants to Customer a limited, non-exclusive, revocable, free of charge license to use the UiPath Enterprise RPA Platform and Software Results, in machine-executable form, during the Term, for evaluation purposes, with the express exclusion of any commercial or production use.

**2.2 Customer Data.** If the Software Results contain Customer Data, Customer grants UiPath a non-exclusive, free of charge license to use the Customer Data for Customer’s benefit during the Term of this Agreement.

**3. RESPONSIBILITY.** If Customer allows any person or entity to operate, use or access the UiPath Enterprise RPA Platform and Software Results, 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. Customer shall refrain from allowing any third party which is a competitor of UiPath to use the software in any manner permitted herein.

**4. UNPERMITTED USES.** Customer is not permitted (and will not allow any third-parties) to:

- a) alter, adapt, merge, modify, translate, decompile, develop versions, derivative works, reverse engineer, upgrade, improve, or extend, features or functionalities of the UiPath Enterprise RPA Platform and Software Results or otherwise derive source code from UiPath Enterprise RPA Platform and Software Results, except to the extent Customer may be expressly permitted to decompile under applicable law, if it is essential to do so, in order to achieve interoperability of UiPath Enterprise RPA Platform and Software Results with another software program, and Customer has first requested UiPath to provide the information necessary to achieve such interoperability with at least ninety (90) days advance written notice and UiPath has not made such information available.
- b) remove or modify any proprietary markings included in the UiPath Enterprise RPA Platform and Software Results.
- c) re-sell, sub-license, assign, transfer, rent, lease, lend or otherwise distribute any license under this Agreement.
- d) attempt to gain unauthorized access to any service, account, computer systems or networks.
- e) use of the UiPath Enterprise RPA Platform and Software Results (i) in a manner that is inconsistent with the license grant; (ii) other than as described in the Licensing Models, (iii) for purposes other than Customer’s internal business needs in accordance with the UiPath designated use of the UiPath Enterprise RPA Platform and Software Results, including without limitation for benchmarking, comparison, or to acquire or learn technical specifications about the UiPath Enterprise RPA Platform and Software Results, whether directly or indirectly.
- f) export the UiPath Enterprise RPA Platform and Software Results, except as authorized by United States or European Union law and the laws of the jurisdiction in which the UiPath Enterprise RPA Platform and Software Results were obtained (and by using the UiPath Enterprise RPA Platform and Software Results you represent and warrant that you are not located in any such country or on any such list).
- g) except as otherwise agreed herein, use or modify the UiPath Enterprise RPA Platform and Software Results or any of their 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.
- h) use the UiPath Enterprise RPA Platform and Software Results for any purpose prohibited by US, EU 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 damage to property or the environment.
- i) use the UiPath Enterprise RPA Platform and Software Results to infringe the rights of UiPath or any other party, or to violate any laws.
- k) Customer may not transfer, distribute in any way, sell, sub-license rent or lease any of the rights granted under this Agreement.

#### 5. CONFIDENTIALITY

**5.1 Personal Data Restriction.** Except as strictly provided in the Privacy section, UiPath does not need or request any Customer CI for the performance of this Agreement or for Customer’s use of the UiPath Enterprise RPA Platform and Software

Results; such Customer CI includes, without limitation, data that is regulated by applicable privacy laws (“Personal Data”), Protected Health Information and Sensitive Data. Protected Health Information and Sensitive Data are defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and other applicable legislation. Customer must not use or transfer any such Customer CI to UiPath under this Agreement and Customer must only use “dummy data” with the UiPath Enterprise RPA Platform and Software Results. Customer must anonymize all data used under this Agreement to ensure that no Personal Data is transferred to or accessed by UiPath or used with the UiPath Enterprise RPA Platform and Software Results. Use of Customer CI, as described in this section, is not permitted unless Customer notifies UiPath of any such use prior to UiPath receiving access to the Customer CI and the Parties agree in writing on terms specifying that UiPath will receive access to such CI and detailing the Parties’ understanding regarding the subject matter, including, without limitation, the implementation of security measures for processing of the CI. UiPath is not liable for a breach of this section by the Customer.

**5.2 Confidentiality Obligations.** Any CI provided by UiPath to Customer under this Agreement remains the property of UiPath. Customer will not disclose it during the Term and thereafter, except to its 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 the Customer. UiPath CI may not be used by Customer for other purposes except as set out in this Agreement. Upon expiration or termination of this Agreement, or at UiPath’s request, Customer must return or destroy all UiPath CI, without saving any back-up copies. Upon request, Customer will certify in writing that Customer or any third-party authorized to access or use the UiPath CI in accordance with this Agreement no longer has access or stores the UiPath CI.

**6. SUPPORT.** UiPath does not provide support or maintenance services in connection to the UiPath Enterprise RPA Platform and Software Results, including by making available to Customer any Improvements.

## **7. WARRANTY.**

**7.1 LIMITED WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE UIPATH ENTERPRISE RPA PLATFORM AND SOFTWARE RESULTS ARE 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 OR NON-INFRINGEMENT. UIPATH DOES NOT WARRANT THAT THE OPERATION OF THE UIPATH ENTERPRISE RPA PLATFORM AND SOFTWARE RESULTS COMPONENTS WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE ACCESS, USE, RESULTS, QUALITY AND PERFORMANCE OF THE UIPATH ENTERPRISE RPA PLATFORM AND SOFTWARE RESULTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AN UIPATH REPRESENTATIVE CREATES A WARRANTY.

**7.2 CUSTOMER WARRANTIES.** Customer represents and warrants that it: (i) has the authority to enter into this Agreement; (ii) will use the UiPath Enterprise RPA Platform and Software Results in strict accordance with this Agreement and with all applicable laws and regulations; (iii) has the full right and authority to access and use any information (including, without limitation, Customer Data) for purposes of this Agreement and the operation of the UiPath Enterprise RPA Platform and Software Results and to allow UiPath to use such information in connection with this Agreement, as described herein; and (iv) none of the information, including without limitation Customer Data, transmitted, uploaded or otherwise distributed by Customer, or any third party acting on Customer’s behalf through the use of the UiPath Enterprise RPA Platform or Software Results infringes or otherwise conflicts with the rights of any third party.

## **8. LIABILITY.**

**8.1 Liability Exclusions.** To the maximum extent permitted by applicable law, in no event and under no legal theory shall UiPath or any other person or entity who has been involved in the creation, production, or delivery of the UiPath Enterprise RPA Platform or Software Results be liable to Customer or any other person for any general, direct, indirect, special, incidental, consequential, cover or other damages of any character arising out of this Agreement including but not limited to loss of data, loss of profits, loss of assignments, loss of goodwill, failure of the UiPath Enterprise RPA Platform or Software Results to operate with any other programs, the use of or inability to use the UiPath Enterprise RPA Platform or Software Results, server down time, business interruption, computer failure or malfunction, even if UiPath has been informed of the possibility of such damages.

**8.2 Indemnity.** Customer agrees to indemnify and hold harmless UiPath, and its respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of Customer’s use of the UiPath Enterprise RPA Platform and Software Results in breach of this Agreement.

**9. FEEDBACK.** Customer may provide to UiPath feedback including, but not limited to ideas, suggestions, comments, reports, or test results regarding the UiPath Enterprise RPA Platform and Software Results (“Feedback”). Customer grants UiPath a worldwide, exclusive, perpetual, irrevocable, royalty free, fully paid license to (i) make, use, copy, modify, and create derivative

of the Feedback and (ii) publicly perform or display, sell, distribute, sub-license the Feedback or any derivative works thereof, as part of any UiPath product, technology, services, or materials, in UiPath’s discretion, and without compensation to Customer.

**10. TERM.** This Agreement is effective during the Term, from the date the Customer downloads the UiPath Enterprise RPA Platform and, respectively, receives or accesses the Software Results ("Effective Date"). In addition, UiPath may terminate this Agreement and Customer’s access to all or any part of the UiPath Enterprise RPA Platform and Software Results, without cause or notice, effective immediately. If Customer wants to terminate this Agreement, Customer may simply discontinue using the UiPath Enterprise RPA Platform or Software Results and remove either of them from its systems. UiPath can terminate the UiPath Enterprise RPA Platform and Software Results access, website or any service immediately as part of a general shut down of UiPath service.

**11. UIPATH ENTITY AND GOVERNING LAW.** This Agreement is governed by the laws indicated in the below table, depending on the domicile or headquarters of the Customer. 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 indicated in the below table. The dispute, controversy or claim shall be decided in accordance with the applicable law, according to the table below. By execution and delivery of this Agreement, each Party accepts generally and unconditionally the non-exclusive jurisdiction of the Court and irrevocably waive any objection (including, without limitation, any objection to the laying of 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. The Parties hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. 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. To the fullest extent permitted by law, each of the Parties waives knowingly, voluntarily 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.

Customer Domicile or Headquarters	UiPath Licensing Entity	Applicable Law	Venue
United States of America, Canada or Mexico	UiPath Inc.	New York law	Courts of New York, New York
Romania	UiPath SRL	Romanian law	Courts of Bucharest
Rest of the World	UiPath SRL	Dutch law	Courts of Amsterdam

**12. 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, email 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 GDPR or equivalent.

**13. THIRD-PARTY LICENSES.** The UiPath Enterprise RPA Platform and Software Results contain components of other software, including open source, which are the property of their respective owners and are licensed under their respective licenses specified on Third Party Licenses section on UiPath website, as updated from time to time.

**14. THIRD-PARTY PROVIDERS.** If Customer uses the UiPath Enterprise RPA Platform, Software Results or Development Outputs in conjunction with third party data, products, services, and platforms, including by not limited to accessing password-protected sites or user-specific content, the 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.

**15. TECHNICAL DATA USE CONSENT.** Customer agrees that UiPath and its affiliated companies may collect and use technical information gathered, if any, related to the UiPath Enterprise RPA Platform and Software Results. 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.

**16. SEVERABILITY AND WAIVER.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable for any reason, any and all other provisions of the Agreement remain in force and shall produce legal effects. 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.

**17. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Customer and UiPath 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.

**18. NOTICES.** Any notice given under this Agreement must be in writing by email, 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.

Matter	To UiPath	To Customer
Privacy	privacy@uipath.com	(insert email address)
All other	contractnotice@uipath.com	