

UiPath Event Terms

Introduction	These Event Terms together with the applicable Order (collectively the “ Agreement ”) govern the participation in the Event of the Attendee. Capitalized terms used in these terms and conditions and not defined herein shall have the meaning otherwise set forth in the Order.
Marketing	UiPath grants to Attendee the sponsorship package described in the Order and during the Agreement term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use the trademarks, trade names, logos or other intellectual property owned by UiPath or its affiliates (“ UiPath Trademarks ”) and provided to Attendee solely in relation to the Event and in accordance with this Agreement. Attendee grants to UiPath and its affiliates a worldwide, non-exclusive, royalty-free, sub-licensable right to use the Attendee logos and trademarks (“ Attendee Trademarks ”) in connection with the Event, including without limitation, promotional and marketing activities relating thereto and in any Generated Material, and to use, display and distribute any marketing materials or content Attendee provides to UiPath in connection with the Event. Attendee will supply UiPath with examples of the Attendee Trademarks in a suitable format and in a timely manner, as required by UiPath for the Event. In the absence of timely communication, UiPath will use the Attendee Trademarks publicly available on Attendee’s website. If Attendee changes Attendee logos and trademarks already provided to UiPath at any time during the Agreement term, Attendee agrees that UiPath is not obliged to make any consequential changes to materials that include Attendee’s logos and trademarks produced by or on behalf of UiPath for or in connection with the Event unless Attendee agrees to cover the associated costs and expenses. UiPath may issue press releases announcing Attendee’s participation in the Event where such press releases are approved in advance by the Attendee (e.g., email). Attendee undertakes to support the Event through appropriate marketing and promotional channels and to collaborate with UiPath on any appropriate joint marketing or promotional projects relating to the Event. Attendee shall not engage in joint promotions with any third party in relation to the Event without the UiPath prior written consent. Attendee may promote its participation in the Event by using the marketing materials prepared by UiPath specifically for the Event. Use of any other marketing materials contemplated by Attendee in connection with the Event, as well as UiPath Trademarks must be approved in advance by UiPath in writing (e.g., email). If authorized, Attendee must comply with the UiPath Brand Guidelines available at https://www.uipath.com/assets/downloads/uipath-brand-guidelines (or successor website) and will cease any use if directed by UiPath. Attendee (including on behalf of its attendees), by attending the Event accepts these terms and grants to UiPath the right to take photographs, make videos, registrations, interviews, or testimonials of the Event in which Attendee attendees (including their property) may appear in connection with the Event (“ Generated Material ”). Attendee authorizes UiPath, its assignees and transferees to copyright, use and publish the Generated Material in print or electronically and agrees that UiPath may use it for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content not exclusive to the Event. Attendee (including on behalf of its attendees), acknowledges and accepts that they will not be entitled to any remuneration in connection with any Generated Material. Each Party will retain ownership of their logos, trademarks, marketing materials or other intellectual property owned by said Party or its affiliates. All materials and intellectual property rights created as a result of the Event, including Generated Material including all intellectual property rights thereof are owned exclusively by UiPath and its affiliates.
Fees & Taxes	Unless otherwise set forth in the Order, payment is due net thirty (30) days from the date of the UiPath invoice or prior to the start of the Event, whichever is earlier. Except as otherwise stated in this Agreement, payments are non-refundable and payment obligations non-cancelable. UiPath reserves the right to revoke or prevent Attendee’s Event participation in the event of late payment. All Fees are exclusive of any taxes. Attendee 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 Attendee under applicable law. 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. Any purchase order submitted by Attendee is for its internal purposes only, and UiPath rejects, and in the future is deemed to have rejected, any purchase order terms included in such purchase orders, which will have no effect.
Attendee Cancellation	All fees are deemed fully earned and non-refundable except as otherwise expressly set forth in this Agreement or in an Order. If Attendee cancels its participation in the Event Attendee agrees that the amounts due from Attendee under this Agreement as of the effective date of any cancellation belong to UiPath and are not refundable and represent an agreed measure of compensation and are not to be deemed or construed as a penalty. Any Attendee failure to meet any obligations under the Agreement, including but not limited to Attendee’s failure to pay amounts owing under the Agreement is treated as a cancellation by Attendee under this Section.

Promotional activities

Attendee shall conduct its Event participation in a professional manner so as not to be objectionable to UiPath, other Event partners, attendees, or the public. Attendee shall not bring or invite any non-registered individuals to the Event, or any program, session or other activity related to the Event. Attendee will be responsible and liable for its affiliates and invitees' participation in the Event, including their compliance with this Agreement. Attendee shall not distribute any giveaways, prizes or collateral that would be considered potentially dangerous or destructive and shall not perform any promotional activities, demos, or otherwise promote Attendee, any other related activities, unless expressly permitted in writing by UiPath. Attendee shall comply with all applicable laws, rules, regulations, ordinances, codes, and statutes with respect to the conduct of its exhibit and any terms or requirements of the Event location provider or Event space. Attendee may conduct permitted branding or promotional activities solely in the specific area designated as such by UiPath, only if Attendee has a separate agreement with UiPath that expressly allows this. UiPath reserves the right to restrict or prohibit exhibits or content which are objectionable or otherwise detract from or are out of keeping with the character of the Event as a whole. UiPath reserves the right, at its discretion, to close, remove or require changes in any exhibit or to remove any of Attendee's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to UiPath, the Event, other Event partners, or the public.

Changes. UiPath Cancellation

It may be necessary for UiPath to alter the advertised content, timing, date, or location of the Event. UiPath reserves the right to do this at any time without liability to Attendee, provided that the Event, as altered, is substantially similar to Event as originally advertised. UiPath will provide Attendee with notice of any alterations as soon as is reasonably practicable. Additionally, UiPath reserves the right to cancel the Event at any time and will provide Attendee with notice of the same as soon as is reasonably practicable. In the event that UiPath cancels the Event pursuant to this Section or materially alters the advertised content, timing, date or location of the Event, Attendee shall be entitled, at Attendee's option, to either (i) a credit for a future event held by UiPath up to the value of the fees paid by Attendee in respect to the Event; or (ii) termination of the Agreement with immediate effect and a prorated refund of any fees paid by Attendee as of the date of termination within thirty (30) days following Attendee refund written request.

Data Privacy

By providing personal data, as defined by the Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act (CCPA), and other applicable privacy laws ("**Applicable Privacy Laws**"), to UiPath, Attendee consents that the data will be used and processed by UiPath in accordance with the UiPath Privacy Policy available at <https://www.uipath.com/legal/trust-and-security> (or successor website). Personal data collected by UiPath from attendees to the Event will only be shared with Attendee in accordance with the Applicable Privacy Laws, based on the data subjects' consent to the processing and transfer of their personal data to Attendee. If the Order includes the possibility to scan attendees' badges during the Event, Attendee is responsible to ensure that attendees are provided with all required information to process their personal data in a lawful manner. Attendee will not share any attendees lists and agree that they are confidential information. Under no circumstances or in any form will such a list be sold, published, disclosed, transferred, distributed, copied, forwarded, or duplicated, in whole or in part, in any manner for any reason to any third party. Attendee authorizes UiPath to provide Attendee contact information, including Attendee's address, phone number, fax number, email address and the business contact information of Attendee's designated contact person(s) and attendees, to the Event marketing and partner teams, UiPath's affiliates, and any vendor contracted to conduct work for the Event, as well as to the Event location provider and its employees, agents and contractors.

Indemnity

Attendee agrees to indemnify, defend, and hold harmless UiPath, its affiliates and their officers, directors, employees, and agents (the "**Indemnified Parties**") from and against any and all liability, demands, claims, costs, losses, or damages arising out of or relating to Attendee's participation in the Event or any actions of its officers, agents, employees, or other representatives, save to the extent caused by or contributed to by the gross negligence of UiPath or their employees, agents or contractors.

Warranty & Disclaimers

Each Party warrants that it has the authority to enter into this Agreement and that its participation in the Event will not violate any other agreement or understanding between the Party and a third party. Except for the express warranties contained in this Agreement, neither Party, nor its affiliates, suppliers, agents, representatives, or employees make any other warranties, express or implied, statutory, or otherwise including, but not limited to, warranties of merchantability, title, fitness for a particular purpose, or noninfringement. Neither UiPath nor its affiliates shall be liable for preexisting conditions of the Event space or for conditions outside of the UiPath direct control that arise during the period of Event. Notwithstanding anything to the contrary herein, neither UiPath nor its affiliates make representations or warranties regarding the number or identity of persons who will attend the Event or that the Event will otherwise meet Attendee's requirements or expectations.

Liability & Risk

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE 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, ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, NEGLIGENCE, TORT, STATUTORY DUTY OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) EACH PARTY'S AND ITS AFFILIATES' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY SPONSOR UNDER THIS AGREEMENT. THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION WILL ALSO APPLY TO UIPATH'S SUPPLIERS AND EVENT LOCATION PROVIDERS. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE, OR THE GROSS NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS OR INTENTIONAL MISCONDUCT (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) SPONSOR'S OBLIGATIONS UNDER THE INDEMNITY, MARKETING AND DATA PROTECTION COMPLIANCE, AND CONFIDENTIAL INFORMATION SECTIONS, OR (IV) ANY

OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW. SPONSOR (INCLUDING ON BEHALF OF ITS ATENDEES) ACKNOWLEDGES AND AGREES THAT: (I) THERE ARE INHERENT RISKS WITH ATTENDING IN-PERSON; AND (II) PARTICIPATION INCLUDES POSSIBLE EXPOSURE TO AND ILLNESS FROM INFECTIOUS DISEASES, INCLUDING BUT NOT LIMITED TO, COVID-19. SPONSOR (INCLUDING ON BEHALF OF ITS ATENDEES) KNOWINGLY AND FREELY ASSUMES: (I) ALL SUCH RISKS RELATED TO ILLNESS AND INFECTIOUS DISEASES, SUCH AS COVID-19; (II) THE RISK OF INJURY, HARM AND LOSS ASSOCIATED WITH THE EVENT, INCLUDING ANY INJURY, HARM, AND LOSS CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT ON THE PART OF UIPATH.

Conduct

UiPath maintains at <https://www.uipath.com/legal/trust-and-security> (or successor website), a global 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 Attendee to have similar policies. If Attendee learns of any violation of the standards prescribed by the Code of Conduct in connection with this Agreement, Attendee will promptly notify UiPath in writing and will cooperate with the UiPath review or investigation related to any actual or potential violation of such standards. Attendee shall conduct its Event participation in a professional manner so as not to be objectionable to UiPath, other Event partners, attendees, or the public. Attendee shall not bring or invite any non-registered individuals to the Event, or any program, session or other activity related to the Event. Attendee will be responsible and liable for its affiliates and invitees’ participation in the Event, including their compliance with this Agreement. Attendee shall not distribute any giveaways, prizes or collateral that would be considered potentially dangerous or destructive. Attendee shall comply with all applicable laws, rules, regulations, ordinances, codes, and statutes with respect to the conduct of its exhibit and any terms or requirements of the Event location provider or Event space. UiPath reserves the right to restrict or prohibit exhibits or content which are objectionable or otherwise detract from or are out of keeping with the character of the Event as a whole. UiPath reserves the right to close, remove or require changes in any exhibit or to remove any of Attendee's personnel, agents, representatives, independent contractors, invitees, or guests who are deemed detrimental to UiPath, the Event, other Event partners, or the public. 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 restrictions will be promptly notified to legal.compliance@uipath.com.

Miscellaneous

This Agreement contains the entire Agreement and understanding between the Parties and supersedes all prior Agreements, understandings, or arrangements (both oral and written) relating to the subject matter of this Agreement. This Agreement shall not create, nor shall it be construed as creating, any partnership or agency relationship between the Parties. 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. In case of any conflict between these terms and conditions and the Order, the terms and conditions of the Order shall control. Any amendment to this Agreement must be in writing signed by the Parties. Neither this Agreement nor any rights or obligations under this Agreement may be assigned or otherwise transferred or subcontracted by Attendee, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of UiPath. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York (for Events organized in North America) or Netherlands (for Events organized outside North America) without regard to its choice of laws principles. The Parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City, New York (for Events organized in North America) or Amsterdam, Netherlands (for Events organized outside North America) for the purposes of adjudicating any matter arising from or in connection with this Agreement. THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND/OR ANY RELATED DEALINGS. 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, pandemics, 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. Neither Party will disclose confidential information (including but not limited to any information marked as confidential or which one would reasonably expect to be confidential in nature) to any third party, nor use the confidential information for any purpose except as may be expressly authorized under this Agreement. Each Party’s confidential information will remain its property and receiving Party shall return all such information to the other Party upon request. The term of this Agreement takes effect as of the Effective Date and ends on completion of all obligations by the Parties, unless earlier terminated per the terms of this Agreement. All terms and conditions herein shall survive any termination or expiration of this Agreement.