UiPath Insurance Requirements for Vendors

During the Term of this Agreement, Vendor agrees to maintain, at its own expense, all necessary insurance for Vendor of at least the following kinds and limits, with insurance companies licensed or permitted to do business in the jurisdiction(s) where the Services will be provided and rated at a minimum of "A-" VIII by AM Best (or similarly recognized rating agency in the country where the coverage was obtained). Upon Effective Date of the Agreement, Vendor shall deliver an applicable certificate of insurance that (a) evidences the existence of such insurance and (b) provides that such insurance shall not be cancelled except upon the expiration of thirty (30) calendar days after the delivery to UiPath of notice to such effect.

Upon request, UiPath will be provided with certificates of insurance prior to commencing Services. Vendor shall require all subcontractors to carry insurance coverage in types and amounts that are adequate for the Services such subcontractors will perform and the jurisdictions in which they will perform it. Vendor shall cause subcontractors to provide certificates of insurance to UiPath. None of the requirements contained herein as to types or limits or UiPath's approval of insurance coverage to be maintained by Vendor are intended to, and shall not in any manner, limit, qualify or quantify liabilities and obligations assumed by Vendor under the Agreement or otherwise provided by law. Except where prohibited by law, Vendor shall waive, and shall cause its insurers to waive, all rights of recovery or subrogation against UiPath, its affiliates, and their officers, directors, employees, agents, and insurers, but only to the extent of liabilities falling within Vendor's indemnity obligations pursuant to the terms of the Agreement.

Area 1[1]

1. Workers' Compensation (or locally applicable social scheme) – in accordance with statutory requirements for all locations where Services shall be provided and Employers Liability with a limit of not less than $500,000 per occurrence.

2. Commercial General Liability (including contractual liability) – with a limit of not less than $1,000,000 per occurrence, $1,000,000 for products and completed operations, and $2,000,000 in the aggregate. Policy shall name UiPath Inc and its Affiliates as additional insureds, waive subrogation in favor of UiPath, and provide that Vendor's insurance is primary and any other insurance carried by UiPath shall be noncontributory.

3. Commercial Automobile Liability – if Vendor will use automobiles on UiPath premises to complete work under this Agreement, Vendor shall maintain Commercial Automobile Liability with a combined single limit of not less than $1,000,000 per occurrence for all vehicles operated by Vendor personnel. Policy shall name UiPath Inc and its Affiliates as additional insureds, waive subrogation in favor of UiPath, and provide that Vendor's insurance is primary and any other insurance carried by UiPath shall be noncontributory.

4. Professional Liability (Errors & Omissions) – if Vendor will be providing "Professional Services" under this Agreement, Vendor will maintain Professional Liability insurance with a limit of not less than $2,000,000 per claim and covering claims arising out of or related to acts, errors, or omissions in connection with Services provided by Vendor. The policy shall have a retroactive date on or before the Agreement date or the date of Vendor's first professional service performed, whichever is earlier. Vendor shall maintain such coverage for one (1) year following final delivery of Services.

5. Commercial Crime Insurance – if Vendor will have access to or exercise control over UiPath's cash, financial instruments, or may be able to negotiate contract terms with third parties on behalf of UiPath, Vendor will maintain Commercial Crime Insurance with a limit of not less than $1,000,000 per occurrence, covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Vendor's Personnel, acting alone or in collusion with others.

6. Privacy and Cybersecurity Liability Insurance – if Vendor will provide cloud solutions or related Services, or have access to or exercise control over a third party's computer network, database storage, confidential information, or any personal identifiable information on UiPath's customers or employees, Vendor shall maintain Cyber Liability Insurance with a limit of not less than $2,000,000 per claim, as reasonably commercially available (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) . The policy shall have a retroactive date on or before the Agreement date or the date of Vendor's first service, whichever is earlier. Vendor shall maintain such coverage for three (3) consecutive years following final delivery of the Services.

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[1] USA & Canada

1. Workers' Compensation (or locally applicable social scheme) – in accordance with statutory requirements for all locations where Services shall be provided and Employers Liability with a limit of not less than $500,000 per occurrence.

2. Commercial General Liability (including contractual liability) – with a limit of not less than $1,000,000 per occurrence, $1,000,000 for products and completed operations, and $1,000,000 in the aggregate.

3. Commercial Automobile Liability – if Vendor will use automobiles on UiPath premises to complete Services under this Agreement, Vendor shall maintain Commercial Automobile Liability with a combined single limit of not less than $1,000,000 per occurrence for all vehicles operated by Vendor personnel.

4. Professional Liability (Errors & Omissions) – if Vendor will be providing "Professional Services" under this Agreement, Vendor will maintain Professional Liability insurance with a limit of not less than $2,000,000 per claim and covering claims arising out of or related to acts, errors, or omissions in connection with Professional Services provided by Vendor. The policy shall have a retroactive date on or before the Agreement date or the date of Vendor's first Professional Services performed, whichever is earlier. Vendor shall maintain such coverage for one (1) year following final delivery of the Professional Services.

5. Commercial Crime Insurance – if Vendor will have access to or exercise control over UiPath's cash, financial instruments, or may be able to negotiate contract terms with third parties on behalf of UiPath, Vendor will maintain Commercial Crime Insurance with a limit of not less than $1,000,000 per occurrence, covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Vendor's Personnel, acting alone or in collusion with others.

6. Privacy and Cybersecurity Liability Insurance – if Vendor will provide cloud solutions or related Services, or have access to or exercise control over a third party's computer network, database storage, confidential information, or any personal identifiable information on UiPath's customers or employees, Vendor shall maintain Cyber Liability Insurance with a limit of not less than $2,000,000 per claim, as reasonably commercially available (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) . The policy shall have a retroactive date on or before the Agreement date or the date of Vendor's first Professional Services, whichever is earlier. Vendor shall maintain such coverage for three (3) consecutive years following final delivery of Services. Upon request, UiPath will be provided with certificates of insurance prior to beginning of the Services. Vendor shall require all subcontractors to carry insurance coverage in types and amounts that are adequate for the Services such subcontractors will perform and the jurisdictions in which they will perform it. Vendor shall cause subcontractors to provide certificates of insurance to UiPath.

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[2] Latin America, Australia, China, Hong Kong, Japan, New Zeeland, Singapore, Taiwan, Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Iceland, Luxembourg, Netherlands, Norway, Spain, Sweden, Switzerland, Portugal, UK

Area 3[3]

1. Workers' Compensation (or locally applicable social scheme) – in accordance with statutory requirements for all locations where Services shall be provided and Employers Liability with a limit of not less than $100,000 per occurrence.

2. Commercial General Liability (including contractual liability) – with a limit of not less than $500,000 per occurrence, $500,000 for products and completed operations, and $500,000 in the aggregate.

3. Commercial Automobile Liability – if Vendor will use automobiles on UiPath premises to complete Services under this Agreement, Vendor shall maintain Commercial Automobile Liability with a combined single limit of not less than $500,000 per occurrence for all vehicles operated by Vendor personnel.

4. Professional Liability (Errors & Omissions) – if Vendor will be providing "Professional Services" under this Agreement, Vendor will maintain Professional Liability insurance with a limit of not less than $2,000,000 per claim and covering claims arising out of or related to acts, errors, or omissions in connection with Professional Services provided by Vendor. The policy shall have a retroactive date on or before the Agreement date or the date of Vendor's first Professional Services performed, whichever is earlier. Vendor shall maintain such coverage for one (1) year following final delivery of Professional Services.

5. Commercial Crime Insurance – if Vendor will have access to or exercise control over UiPath's cash, financial instruments, or may be able to negotiate contract terms with third parties on behalf of UiPath, Vendor will maintain Commercial Crime Insurance with a limit of not less than $500,000 per occurrence, covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Vendor's Personnel, acting alone or in collusion with others.

6. Privacy and Cybersecurity Liability Insurance – if Vendor will provide cloud solutions or related services, or have access to or exercise control over a third party's computer network, database storage, confidential information, or any personal identifiable information on UiPath's customers or employees, Vendor shall maintain Cyber Liability Insurance with a limit of not less than $2,000,000 per claim, as reasonably commercially available (including costs arising from data destruction, hacking or intentional breaches, crisis management activity related to data breaches, and legal claims for security breach, privacy violations, and notification costs) . The policy shall have a retroactive date on or before the Agreement date or the date of Vendor's first service, whichever is earlier. Vendor shall maintain such coverage for three (3) consecutive years following final delivery of Services.

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[3] Middle East, Bangladesh, Brunei, India, Indonesia, Korea, Malaysia, Myanmar, Philippines, Sri Lanka, Thailand, Vietnam, Albania, Angola, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Bulgaria, Cameroon, Côte d'Ivoire (Ivory Coast), Croatia, Czech Republic, Estonia, Georgia, Ghana, Greece, Hungary, Indian Ocean Islands (IOI), Israel, Kazakhstan, Kenya, Latvia, Lithuania, Macedonia, Montenegro, Namibia, Nigeria, Poland, Romania, Russia, Senegal, Serbia, Slovakia, Slovenia, South Africa, Tunisia, Turkey, Ukraine