



## UiPath Terms of Use for Online Software Purchases

The Terms of Use for Online Software Purchases (the “**ToU**”) are binding terms between You and UiPath and govern Your use of and subscription to our Software. These ToU become effective from the moment You accept the ToU available on UiPath website at the time of the purchase (“**Effective date**”). UiPath and You are each a “**Party**” and collectively the “**Parties**” to these ToU.

You must purchase the Software from UiPath on behalf of Your company or organization. By accepting these ToU, You warrant that You have the capacity to contract on behalf of, represent and bind Your company/organization to these ToU.

IF YOU ARE A CONSUMER, A RESELLER OR DISTRIBUTOR OF UIPATH SOFTWARE, YOU ARE NOT ELIGIBLE TO PURCHASE THE SOFTWARE UNDER THESE TOU.

YOU MAY NOT USE THE SOFTWARE IF YOU DO NOT AGREE TO THESE TOU.

### 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 You using the Technology, independently from UiPath, either individually, or in collaboration with a third-party.

“**Affiliate**” means, with respect to UiPath, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with UiPath, where Control means the direct or indirect control of greater than 50% of the voting rights or equity interests of UiPath or the power to direct or cause the direction of the management and/or business strategy of UiPath.

“**Fee(s)**” means the fees payable for the license to use the Technology, 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.

“**Order**” means the online order form (including renewals) placed on UiPath’s website ([uipath.com](http://uipath.com)) via Your account.

“**Payment Processor**” means a third-party payment processing service provider designated by UiPath to process all payments and charges for the Software purchased under these ToU.

“**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.

“**Software**” means (a) (i) software products licensed to You as specified in Orders, all as developed by or for UiPath and/or its Affiliates, and delivered to You hereunder; (ii) any development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software made available to You, 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.

“**Support**” means standard maintenance and service levels which apply to the Software during the Subscription 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, and (ii) UiPath Background IPR.

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

“**Trust Portal**” means the collection of compliance documentation and policies made available and amended by UiPath from time to time at [uipath.com/legal/trust-and-security](http://uipath.com/legal/trust-and-security) (or successor website) and integrated by way of reference in these ToU and includes “**Documentation**” (the official Software guides) and “**Licensing Policy**” (the parameters defining the license grant permissions and related use restrictions applicable to each version of the Software).

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



“**UiPath**” means the UiPath entity entering described in the Governing Law and Dispute Resolution section. When we refer to rights of UiPath in these ToU, we include all its Affiliates and its and its Affiliates’ employees, representatives and contractors (collectively named “**Authorized Users**”).

“**UiPath Background IPR**” means any IP Rights owned, created, developed, leased and/or licensed by UiPath prior to, outside of, or independently from, the ToU, 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 of Your Data or Technology provided to You, and all derivative works for items (i) through (iii).

## 2. SCOPE

**2.1. Applicability.** These ToU apply to the Software purchased on UiPath’s website and identified in the Order. Any software or services released after the Effective Date that is subsequently purchased by You may be governed by specific terms to be made available by UiPath upon such purchase. For the avoidance of any doubt, (i) software or services released by UiPath under community, trial, early access, alpha, beta, preview, academic or learning designation, or (ii) software otherwise purchased from UiPath or a UiPath partner, as well as (iii) any professional services are expressly excluded from these ToU and will be 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 these ToU, UiPath grants You, upon online delivery of license keys and during the Subscription Term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use the Technology specified in the Order, solely for Your internal business purposes and in accordance with the applicable Licensing Policy and the associated Documentation.

**3.2. Add-ons.** Subject to these ToU, UiPath further grants You, during the Subscription 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 Subscription Term, and (ii) You are not allowed to use the UiPath Background IPR and will not allow 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.** These ToU do 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 You. You will own all Your Data, and each Party owns and retains all IP Rights in their respective pre-existing tools, software, databases, methodologies and documents. All uses in these ToU of the terms “sell,” “sale,” “resell,” “resale,” “purchase,” “price,” and the like, mean the purchase or sale of a license under these ToU. You acknowledge that if You provide any suggestions or feedback to UiPath, You do 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.** Nothing in these ToU will limit or restrict UiPath’s right to (i) create derivative works using the Add-ons shared voluntarily by You, 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 these ToU 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 these ToU.

## 4. ACCEPTABLE USE POLICY

**4.1. Acceptable Use Policy.** You represent that You will use the Technology in accordance with these ToU, 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, You agree to the following:

- a. unless expressly allowed by UiPath in writing, You will not mix production purpose Software with non-production purpose Software;
- b. You 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, You 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. You will not use, and will not encourage others to use, the Technology (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. You will not disassemble, decompile or reverse engineer the Technology or any portion of it; You 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 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 with another software program, and provided that, You have 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. You must not remove, alter, modify or appropriate or use as their own, any proprietary markings included therein;

g. You will obtain and maintain all authorizations and consents required to use Personal Data as contemplated in these ToU;

h. You must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute the rights acquired under these ToU, except as otherwise stipulated herein below.

**4.2. Third-Party Access.** If You allow any third parties to access or use the Software, You represent and warrant that such access or use will be made solely on your behalf and for your internal business purposes, in accordance with these ToU, and You shall be liable towards UiPath for any acts and omissions of such third-parties, as if their acts and omissions would have been Your own. Upon request, You will provide UiPath with details and use reports of any such third-parties.

**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 You hereunder).

**4.4. Third-Party Services.** You 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. You are responsible for determining which Third Party Services are accessed and connected to the Technology, by You, while using the Technology, as well as 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 You agree to an underlying agreement with such third party for Your access and use of the applicable Third-Party Service and such third party may require additional consents to allow You 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 AND PAYMENT TERMS

**5.1. Orders and Fees.** All Orders will be placed exclusively on UiPath's website and are subject to these ToU, irrespective of whether a reference to these ToU is made or not. By placing the Order, You expressly agree to the payment of all corresponding Fees, including all taxes, as indicated in the invoice or, as otherwise notified by UiPath according to these ToU. The ordering process on UiPath's website and payment of such Fees will be carried out through UiPath's Payment Processor. All Fees are non-refundable and shall be paid in advance, in the currency displayed prior to finalizing the purchase. Once the Order is placed, no changes to the Order are permitted, including, but not limited to, changes to Your account information or Your payment details, Software swaps, license transfers, Subscription Term, or billing or currency changes of any sort.

**5.2. Payment.** You will receive an invoice, for each Order. All subscriptions will be automatically invoiced before their renewal unless You cancel Your subscription according to Section 10.2.1. Invoices will be delivered only electronically to the email address provided by You upon placing the Order. By purchasing the Software, You acknowledge and agree that You are authorizing a recurring payment to UiPath at the recurring intervals, until the subscription is terminated by either Party. UiPath is not responsible for the applicable exchange rate or for other charges applied by the bank, by a payment provider or any third-party intermediating the transaction.

**5.3. Recurring payment.** By providing UiPath with a payment method: (i) You represent that You are authorized to use the provided payment method and that any payment information provided to UiPath is true and accurate; (ii) You authorize UiPath to charge You for the Software purchase, as per the Payment Terms herein; and (iii) You agree that at all times the account and other information, including the email address and credit card numbers and expiration dates, is up to date.

**5.4. Failure to Pay.** You remain responsible for paying the Fees once the Order is placed. UiPath may suspend or terminate the Order and the relevant Software without any other written notice, if the Fees are not collected, according to Your chosen payment method:

a. **Credit card payments:** after 3 calendar days from our notice.

- b. **Bank transfer payments:** immediately after a payment failure notice is received by UiPath, but no later than 14 calendar days after You've placed the Order, in case we do not receive such notice.

Overdue Fees may carry interest at a monthly rate of the lesser of one percent (1%) per month or the maximum rate permitted by applicable law. Any Fees unpaid as of the date of termination or expiration of these ToU will be immediately due and payable.

**5.5. Payment Disputes.** Within three (3) days from the invoice date You will report any alleged errors to UiPath in writing and the Parties will work to settle the dispute amicably within thirty (30) days thereafter.

**5.6. Taxes.** Fees are exclusive of any taxes. You agree to pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or similar amount's ("**Transaction Tax**") that are owed under these ToU and which UiPath is permitted to collect from You 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. UiPath is responsible for taxes and any employment obligations due for its personnel performing the services.

**5.7. 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 You of any change in Fees and such change will become effective when You place a new Order or when You elect to renew any current Order following such notice. If You do not agree to such price change, You must cancel and stop using the Software before the price change takes effect.

## 6. LIABILITY

**6.1. UiPath Obligations.** UiPath will defend You, at its expense, against any third-party claim, action, or legal proceeding, alleging that the use of the Technology during the Subscription Term, as delivered by UiPath, infringes the third party's patent, copyright or that UiPath misappropriated the third party's trade secret ("**IP Claim**").

**6.2. Your Obligations.** You 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 Your Data, alleging an IP Rights infringement, or Your use of the Technology in violation of these ToU.

**6.3. Conditions.** The obligations to defend are contingent on the Party seeking defense to (i) promptly notify the other of any claim in writing; (ii) cooperate with the other in the defense of the claim; (iii) grant sole control of the defense or settlement of the claim (provided that the defending party shall not enter into any settlement that admits liability on behalf of the Party seeking defence or imposes any obligations on such party other than cessation of use of the infringing Technology); (iv) not make any admissions about the claim without the Party seeking defense's prior written consent, and (v) take all reasonable measures to mitigate the damages. The Party having the obligation to defend will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by such Party) in the limits set out in these ToU.

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

**6.5. Remedy.** 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 You the right to continue using the Technology under these ToU; (ii) replace/modify the impacted components to avoid the alleged infringement; or (iii) terminate Your license to the Technology (or relevant component) and refund the associated prepaid and unused Fees. The remedies in this section 6 (*Liability*) are sole and exclusive remedies of the Party seeking defense and sole liability of the Party defending it, with respect to an IP Claim.

## 7. LIMITATION OF LIABILITY

**7.1. 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 Service.

**7.2. Liability Cap.** The maximum aggregate liability of each Party for all damages (individually and together) under or relating to these ToU will not exceed the Fees paid to UiPath under these ToU for the relevant Technology in the twelve (12) months before the initial claim.

**7.3. 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 these ToU, and irrespective of whether the other Party has been advised of the possibility of such damage might incur. These ToU allocate the risks between UiPath and You, and the Fees for Technology reflect this allocation of risk and limitations of liability.

## 8. REPRESENTATIONS AND WARRANTY

**8.1. Software Warranty.** For a period of thirty (30) days from the delivery of Your initial Software purchase, UiPath warrants that the Software will substantially conform to the Documentation, provided You use the Software in accordance with these ToU and the 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. If UiPath deems the repair or replacement is not commercially reasonable, UiPath will terminate Your Software license.

**8.2. Representations and Warranties.** You (including anyone acting on Your behalf) represent and warrant that You have all necessary right, power and authority (i) to enter into and be legally bound by these ToU, (ii) to place any Orders, and (iii) to authorize UiPath to access and use Your Data and information as described in these ToU, all without violation of any other agreements or policies. You also represent and warrant that You are not purchasing the Software hereunder in Your capacity as a reseller or distributor of UiPath.

**8.3. 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. UiPath disclaims all liability for Third-Party Services.

## 9. COMPLIANCE

**9.1. Export Control.** The Parties acknowledge that the Technology 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"). You agree to comply with all Export Laws related to Your access and use of the Technology. You represent and warrant that You are 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. You agree that You will not export, re-export or otherwise transfer the Technology, or use the Technology to disclose, transfer, download, export, or re-export, directly or indirectly, any of Your Data, to any country, entity or other party that is ineligible to receive such items under the Export Laws. You acknowledge that the Technology may not be available in all jurisdictions and that You are solely responsible for complying with the Export Laws in Your access and use of the Technology. You acknowledge that UiPath may cease to provide the Technology if UiPath determines that You have violated any of the representations in this Section and You agree to promptly notify UiPath in writing if its status under any of these representations changes.

**9.2. Audit.** UiPath may, at its expense, verify that Your use, access, installation, or deployment of the Technology comply with these ToU.

**9.3. Confidentiality.** These ToU supersede any non-disclosure agreement between the Parties, if any, with respect to use of the Technology hereunder. Information shared by the Parties under these ToU 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 these ToU 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 discloser'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 UiPath's Authorized Users, advisors or consultants, who need to know the CI for the purposes of these ToU 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.

**9.4. Anti-Corruption.** In relation to the transactions under these ToU, 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 these ToU, You will not, directly, or indirectly, offer, promise, authorize, accept, or solicit any illegal or improper bribe, kickback, payment, gift, or thing of value. If You learn of any violation of Anti-Corruption Laws in connection with these ToU, You 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.

**9.5. 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 You to comply as well. If You learn of any violation of the standards prescribed by the Code of Conduct in connection with these ToU, You 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.

**9.6. Exclusion of Anti-social Forces.** The Exclusion of Anti-social Forces Policy available on the Trust Portal will apply to these ToU. You and UiPath will comply with the policy and may terminate these ToU in case of the other Party's policy violation in accordance with the policy.

## 10. TERM AND TERMINATION

**10.1. Term.** The license term for the Software is as specified in the Order summary, based on Your choice upon placing the Order. The license term selected starts with the online delivery of license keys and will automatically renew for additional periods equal thereof ("**Subscription Term**"), until You cancel your subscription or until UiPath provides You with a written notice of non-renewal at least fifteen (15) days before the expiration of the respective Subscription Term. These ToU are effective as of the Effective Date and will continue throughout the Subscription Term, until terminated by either Party as per the below termination rights.

**10.2. Termination.** These ToU may be terminated as follows:

**10.2.1. Cancelling Your subscription:** You may cancel Your subscription at any time from your account. If You elect to do so, You will continue to have access throughout the purchased Subscription Term and Your subscription will no longer automatically renew. You will not be entitled to receive any pre-paid Fees for any unused Subscription Term.

**10.2.2. Upgrading to Enterprise.** If You request UiPath to upgrade to an enterprise offering, these ToU and relevant license will be automatically terminated as of the date of the upgrade. However, You will not be relieved of any obligation to pay any outstanding Fees (if applicable) resulting from Your subscription under these ToU and acknowledge and agree that UiPath shall not provide any refunds for any such pre-paid Fees.

**10.2.3. Material Breach of the ToU:** 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 as of the notice date.

**10.2.4. 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.

**10.2.5. 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 the ToU, including but without limitation, as a result of a breach or misrepresentation of a Party's export control obligations described in Export Control section; 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, 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 Your ability to make any net payments to UiPath as required hereunder.

**10.3. Effect of Termination.** Except for termination for Your material breach, all Orders will be in effect until the expiration of their Subscription Term. Upon termination of the ToU, an Order or expiration of any Subscription Term, the license and rights for the respective Technology will immediately terminate and You must, at Your expense remove and delete all copies thereof. You acknowledge that some or all the Technology components may cease to operate without prior notice upon expiration or termination of the Subscription Term. You also acknowledge that, except as otherwise provided under these ToU, You will not be entitled to a refund of any fees paid hereunder after the delivery the Technology or Software activation key or any renewal thereof and that all Fees unpaid become immediately due and payable.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

**11.1. Governing Law.** These ToU are governed by the laws indicated below, depending on Your domicile or, if acting on behalf of Your company/organization, Your company's/organization's 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 these ToU.

**11.2. Amicable settlement.** Parties agree, as a prior condition for any claim, to settle amicably any dispute arising out of or relating to these ToU 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 of arbitration costs of the other Party, irrespective of the outcome.

**11.3. Arbitration in North America and India.** Subject to amicable settlement, any disputes with You (i) in 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) in 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 You are based. However, either Party may seek injunctive relief from a court of competent jurisdiction to prevent irreparable harm or to enjoy any intellectual property rights misuse.

**11.4. 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 THESE TOU.**

You	UiPath Entity	Governing Law	Venue
United States of America, Canada or Mexico ( <b>North America</b> )	One Vanderbilt Ave., 60th floor, New York, NY, 10017	New York law	New York, State of New York, United States of America
India	UiPath Robotic Process Automation India Private Limited, at 7 <sup>th</sup> floor, Prestige Trade Tower, 46, Palace Road, Sampangi Rama Nagar, Bangalore, Karnataka, India, 560001	Indian Law	Bangalore, India
Japan	UiPath K.K., Otemachi Building SPACES, 6-1, Otemachi 1-chome, Chiyoda-ku, Tokyo, Japan	Japanese Law	Tokyo, Japan
Rest of the world	UiPath SRL, at 4 Vasile Alecsandri Str. And 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania	Romanian law	Bucharest, Romania

## 12. GENERAL

**12.1. Affiliates and contractors.** You acknowledge and agree that UiPath's Affiliates, contractors and service providers may exercise all rights of UiPath under these ToU, and that all limitations of liability and disclaimers in these ToU apply fully to and benefit UiPath's Affiliates.

**12.2. Data.** You acknowledge that use of the Technology does not require any of Your Data. You must not use PHI, CHD and SAD with Software, unless use of PHI is allowed by UiPath in the appropriate legal documentation. PII shared by You and processed by UiPath as a processor on Your behalf, will be governed by the data processing agreement available on the Trust Portal, in the limits of such PII processing. UiPath will handle Personal Data in accordance with the privacy policy available on the Trust Portal.

**12.3. Analyses Information.** UiPath and its Affiliates may process data, technical information, usage and telemetry ("Analyses Information") from the Technology, to perform its obligations under these ToU, 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 Your 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.

**12.4. Support.** UiPath will provide Support during the applicable Subscription Term in accordance with the support terms and conditions available on the Trust Portal. During the Subscription Term, UiPath will provide You with its standard Support plan, as part of the Fees paid for the purchased licenses.

**12.5. Entire ToU and Order of Precedence.** These ToU with all references herein are the entire understanding between You and UiPath and supersedes any prior written or oral agreement related hereof. If any provision herein is or becomes illegal, invalid or unenforceable for any reason, all other provisions of these ToU will remain in full force and effect. We reserve the right to make changes to these ToU without notice. UiPath will do its best to notify You of material changes by display on our website or within the Software and the updated ToU will be effective within 30 (thirty) days from the notification date or as specified in the notification. If you continue to use the Software after any change in these ToU, UiPath assumes that you have agreed with said change. Your only remedy for dissatisfaction with any changes to these ToU is to stop using the Technology. Additionally, UiPath may discontinue the provision of the Technology or Software, as described in these ToU, at any time, and for any reason, without any liability to You or any third parties.

**12.6. Force Majeure.** Except for any payment obligations, neither Party is liable for failure to perform its obligations under these ToU 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.

**12.7. Assignment.** Neither these ToU 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 Your prior consent, assign, transfer, delegate or otherwise dispose of, these ToU, or any of its rights, interests or obligations hereunder to any of its Affiliates.

**12.8. Change of Control.** You must notify UiPath within thirty (30) days prior to You (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 Your main object of activity into a business competing UiPath.

**12.9. Notices.** Unless otherwise provided herein, notices under these ToU must be sent by e-mail, with a suggestive subject, to the addresses listed below (or notified in writing) and will be effective the earlier of (i) being received or refused by the Party or (ii) the next business day after being sent. In lack of Your valid e-mail address, UiPath can use an e-mail address publicly available, or any email addresses previously used in the communication with UiPath.

To UiPath		To You
Privacy: <a href="mailto:privacy@uipath.com">privacy@uipath.com</a>	Security: <a href="mailto:security.breach@uipath.com">security.breach@uipath.com</a>	
Orders: <a href="mailto:sales.support@uipath.com">sales.support@uipath.com</a>	Cc: <a href="mailto:accounts.receivable@uipath.com">accounts.receivable@uipath.com</a>	Your e-mail address, as indicated in the Order
Invoicing: <a href="mailto:accounts.receivable@uipath.com">accounts.receivable@uipath.com</a>	Others: <a href="mailto:contractnotice@uipath.com">contractnotice@uipath.com</a>	
Compliance: <a href="mailto:legal.compliance@uipath.com">legal.compliance@uipath.com</a>	Support: per Support Terms	

**12.10. Publicity.** You authorize UiPath to publicly identify You as a customer and include your name, trademarks and logo on UiPath's website and other promotional and marketing materials.

**12.11. Waiver and Reservation of Rights.** Failure to exercise, or delay in exercising, any right, power or remedy under these ToU 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 these ToU are cumulative and not exclusive of any others provided by law. Any waiver of any breach of these ToU shall not be deemed to be a waiver of any subsequent breach. UiPath reserves all rights not expressly granted under these ToU. Nothing here creates a legal partnership, joint venture, agency, or employment relationship between You and UiPath or their Affiliates.

**12.12. Applicable Language.** These ToU are in 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 these ToU and any dispute resolution (including, but not limited to, any court proceeding, legal notices, motions, discovery, etc.) will be in the English language only.

**12.13. Survival.** The following sections will survive non-renewal or termination of these ToU for any reason: IP Rights, Ordering and 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 these ToU (whether or not so expressly stated).