

UiPath Marketplace Agreement

This Agreement is a binding agreement between You and UiPath (as defined below, each a “**Party**” and together, the “**Parties**”) as of the date You sign or accept this Agreement or otherwise access or use the Marketplace (“**Effective Date**”). If You are an individual using the UiPath Marketplace on behalf of Your company, organization, or other entity (for example, as an employee), then “You” means Your entity and You are binding Your entity to this Agreement.

Your right to access and use the Marketplace is subject to Your acceptance and continued compliance with this Agreement. If You do not accept this Agreement You may not use the Marketplace. UiPath expressly rejects any and all terms and conditions of whatever nature submitted by You, and the same shall not apply to or become part of our contractual relationship.

This Agreement does not have to be signed to be binding. You confirm that You accept this Agreement and any applicable Policies (as set out below) by (i) checking the box (or similar action) to accept the Agreement that is presented to You at the time You sign up on the UiPath Marketplace, or by (ii) downloading or placing an Order for a Partner Product or UiPath Product. If You do not agree to this Agreement, do not use or access, download Products from or place Orders on, the UiPath Marketplace.

1. Defined Terms

- 1.1. Terms used with capital letters have the meaning prescribed below or within the body of this Agreement.
- a. “**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where “**Control**” means the direct or indirect control of greater than 50% of the voting rights or equity interests of a Party or the power to direct or cause the direction of the management and/or business strategy of that Party.
 - b. “**Agreement**” means this Marketplace agreement together with the Policies, and any documentation referenced herein.
 - c. “**Authorized Users**” means either Party’s officers, directors, employees, representatives, and contractors.
 - d. “**Covered Parties**” means UiPath, its Affiliates, and each of their respective Authorized Users.
 - e. “**Documentation**” means any officially published user manuals, written examples, instructions, release notes, or help files.
 - f. “**Feedback**” means all suggestions, comments, input, ideas, reports, information, or know-how (whether in oral, electronic, or written form) provided by You to UiPath in connection with UiPath Assets or Partner Products.
 - g. “**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, machine learning models or similar, 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.
 - h. “**Listing**” means a catalog entry and/or description of a UiPath Product or Partner Product displayed in the Marketplace.
 - i. “**Order**” means any order, purchase, installation, trial, download or enablement of a Product (including renewals and upgrades), whether through the UiPath Marketplace, UiPath Products or other processes or interfaces made available.

- j. **“Policies”** means the applicable additional terms and policies made available by UiPath on the UiPath Trust Portal (as defined below) and/or in the Marketplace, as may be modified from time to time, including without limitation, the Acceptable Use Policy, and the Privacy Policy.
- k. **“Partner”** means the third-party natural person or legal entity that creates a Product listing on the UiPath Marketplace.
- l. **“Partner Terms”** means the license agreement or terms of service specified by the Partner, including any terms of use applicable during trial periods and any privacy policies, applicable to the Partner Products, and entered into between Partner and Customers. If the Partner does not designate any applicable terms, the Standard Free Partner Terms (set forth at the end of this Agreement as Exhibit A.) will apply to Partner Products made available for free or during the trial period, and the Standard Partner Terms will apply to Partner Products made available for charge, except that Standard Free Partner Terms and Standard Partner Terms will not apply to Professional Services, which may only be provided by Partner subject to Customer’s acceptance of Partner’s custom professional services terms.
- m. **“Partner Products”** means Products licensed or provided to Customer by Partners subject to the applicable Partner Terms.
- n. **“Product(s)”** means the Partner software (including any development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software developed and branded by, or for, Partner, together with all new versions, modifications, updates, patches, improvements, enhancements, extensions, or similar derived works thereto, and the related Documentation) or Professional Services.
- o. **“Professional Services”** means any services provided to Customers as detailed in the relevant Partner Terms or UiPath Terms, which may include, but are not limited to, general professional services, configuration services, implementation services, customization services, consulting services, subcontracting services, trainings, etc.
- p. **“Trust Portal”** means the collection of documentation and Policies made available and amended by UiPath from time to time at uipath.com/legal/trust-and-security (or successor website) and integrated by way of reference in this Agreement.
- q. **“UiPath Assets”** means, collectively, UiPath Marketplace, UiPath websites, UiPath CI (as defined below), UiPath Products, and any other data or information made available by UiPath for the purpose of this Agreement.
- r. **“UiPath”** or **“we”/“us”** means UiPath Inc., with headquarters at 452 5th Avenue, 22nd floor, 10018 New York, New York, United States and UiPath SRL, with headquarters at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania.
- s. **“UiPath Marketplace”** or **“Marketplace”** means that certain UiPath platform (and all related content, materials and services, including any associated software), currently named “UiPath Marketplace” and any and all successors, replacements, new versions, and updates and upgrades thereto, which platform allows: (a) Partners to submit Partner Products for review for inclusion in the UiPath Marketplace, (b) Partners to make available Partner Products to Customers, and (c) Customers to purchase and/or download Partner Products or UiPath Products, via in-product access and/or through one or more UiPath websites.
- t. **“UiPath Products”** means Products developed by or for UiPath and/or its Affiliates and licensed to Customer subject to the UiPath Terms.
- u. **“UiPath Terms”** means the terms of use and associated Policies governing the access to, and use of, UiPath Products, as designated by UiPath, being understood that any trial use of UiPath Products is subject to the Evaluation Agreement (or similar designation) available on the Trust Portal.

- v. **“You”, “Customer” or “User”** means the natural person or the legal entity, together with their employees and authorized representatives, placing Orders on the UiPath Marketplace for Partner Products or UiPath Products.

2. Introduction to Marketplace

- 2.1. **Acceptable Use.** This Agreement applies to You if You are using the UiPath Marketplace, including by browsing the Marketplace, leaving a review, downloading a Product, or placing Orders. Any person using the UiPath Marketplace (as explained above) on Your behalf (e.g., by using a corporate e-mail address with a domain registered in Your name) binds You to this Agreement. You are fully responsible for ensuring that anyone using the UiPath Marketplace on Your behalf (as detailed above) complies with this Agreement, and You shall be fully responsible for said person’s actions while using the Marketplace.
- 2.2. **Product Listings.** Some Products are made available at no charge, and others require payment of fees. The Listing for each Product will identify the provider of the Product, which may be UiPath or a Partner.

3. Products and IP Rights

- 3.1. **UiPath Products.** Access to, and use of, UiPath Products are subject to their specific UiPath Terms. In the event of a conflict between this Agreement and the UiPath Terms, the UiPath Terms will control as to each Party’s rights and responsibilities related to the Product itself, while this Agreement will control as to the UiPath Marketplace generally. By downloading or otherwise accessing or using a UiPath Product, You agree that You have read and understood the applicable UiPath Terms which will be presented to You before You confirm Your Order; UiPath expressly rejects any different or additional terms submitted by You with respect to the UiPath Product.
- 3.2. **Partner Products.** Without limiting the disclaimers, restrictions or other provisions in this Agreement, Your use of Partner Products is subject to the applicable Partner Terms. Partner Terms are typically included in the Product Listing or presented through the Product download or Order process. You hereby acknowledge that You may not use a Product if You do not agree to the relevant Partner Terms. By downloading, ordering, installing or enabling any Partner Products, You are entering into the Partner Terms directly with the Partner. UiPath is not a party to, or responsible for compliance with, any Partner Terms and does not guarantee any Partner Terms are adequate for Your needs. Please see the Data Collection and Sharing section of this Agreement for additional information about how Partners may use Your data.
- 3.3. **Support and Maintenance.** Any support and maintenance of Partner Products will be provided by the applicable Partner and only to the extent described in the applicable Partner Terms or in the Partner Product Listing. UiPath is not responsible for any support and maintenance for Partner Products, and a Partner’s failure to provide any support or maintenance does not entitle You to any refund from UiPath, or obligate UiPath to take any action on Your or the Partner’s behalf. Support and maintenance for supported UiPath Products will be subject to the UiPath Terms.
- 3.4. **IP Rights and Feedback.** Except for the rights explicitly granted to You in this Agreement, this Agreement does not grant either Party any rights, by implication, waiver, estoppel, or otherwise, to the other Party’s IP Rights. UiPath, its Affiliates and their licensors own and retain all IP Rights to the UiPath Assets and UiPath Products, including without limitation any integrations, code, patches, materials, data, know-how, background technology, workflows, or similar assistance otherwise provided to Customer. All right, title and interest (including IP Rights) in the Partner Products are reserved and retained by their respective Partners and licensors. Customer owns all Customer data, and each Party owns and retains all IP Rights in their respective pre-existing tools, software, databases, methodologies, and documents. All uses in this Agreement of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the purchase or sale of a license under this Agreement. You hereby grant UiPath a nonexclusive, worldwide, irrevocable, perpetual, transferable, sublicensable (through multiple tiers), fully paid-up, royalty-free license to use, distribute, reproduce, modify, excerpt, attribute, adapt, publicly perform, and publicly display Your Feedback (in whole or in part) and to incorporate it into other works in any format or medium now known or later developed, and to permit others to do so.

4. Orders and Payments

- 4.1. **Trials and Orders.** Except in case of Professional Services, the provision of which will be subject to a custom professional services agreement, all paid Products You download from the Marketplace are subject to a thirty (30) day trial period. At the end of the trial period the Product will cease to function, and if You do not place an Order for a Product before the trial period expires, You must immediately cease using the Product and you must delete Your copies of the Product and any related license or access keys. To continue using the Product after the thirty (30) day trial period, You will need to complete Your purchase by placing an Order on the Marketplace. Your Order will identify the vendor of the Product, Your authorized scope of use of the Product and license or subscription term, as applicable, and other details as requested by UiPath. Once Your Order is complete and approved, UiPath or Partner will provide You with access to the applicable Products, including any relevant license or access keys, as described in the Policies. UiPath may accept or reject any Order in its sole discretion. UiPath expressly rejects any and all terms and conditions of whatever nature submitted by You in connection with any Order, and the same shall not apply to or become part of our contractual relationship.
- 4.2. **Paid UiPath Products.** To receive access to paid UiPath Products, You must pay UiPath the applicable fees, including all taxes, as indicated by UiPath, and as the same may be updated from time to time in UiPath's sole discretion. Terms for renewals, including pricing, will be described within the Product's Listing on the UiPath Marketplace (or if different, Your Order). The UiPath Terms concluded between You and UiPath include this Agreement and the applicable Order and no other terms or conditions.
- 4.3. **Paid Partner Products.** Partner Products will be identified in their Listings. For any paid Partner Product, You acknowledge and agree that UiPath is the merchant of record, and that any related payments will be made directly by You to the Partner. After You complete Your Order, Your usage of any Partner Product will be governed by the applicable Partner Terms, and not this Agreement.
- 4.4. **Returns and Refunds.** Returns and refunds of UiPath Products are governed by the UiPath Terms. For Partner Products, refunds will be governed by the applicable Partner Terms. Except as expressly provided in this Agreement or in the UiPath Terms or Partner Terms, as applicable, and except where refunds and other remedies cannot be excluded under the applicable laws, all Orders are non-cancelable and non-refundable.
- 4.5. **Taxes.** Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable local, state and federal taxes, value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, withholding taxes or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and which we are permitted to collect from You under applicable law. Taxes applicable to Partner Products will be regulated in the applicable Order.

5. Data Collection and Sharing

- 5.1. **Order Information.** If You order a Product through the UiPath Marketplace, UiPath will collect the information You provide in completing the Order, such as Your name, company name (if any), contact details (including e-mail address), tax information and phone number.
- 5.2. **Partner Use of Data.** You acknowledge and agree that if You place an Order for Partner Products UiPath will share Your information with the Partner, in accordance with this Agreement and the applicable laws. Partner may use the data You make available by using Partner Products, including by transmitting, transferring, modifying, or deleting such data, or storing such data on Partner or third-party systems. Any Partner's use of accessed data (whether data in the UiPath Products or separately collected from You or Your device) is subject to the applicable Partner Terms, any agreement between UiPath and Partner made available upon Your request. UiPath is not responsible for any access, use, transfer or security of data or information by Partners or by Partner Products, or for the security or privacy practices of any third-party Partner, Partner Product, or their processors. You are solely responsible for Your decision to permit any Partner or Partner Product to access or use data to which You have granted access through use of the Partner Product or otherwise. It is Your responsibility to carefully review the Partner Terms, as provided by the applicable Partner.

- 5.3. **UiPath Use of Data.** Any data that UiPath collects from You based on Your use of the UiPath Marketplace and Your Orders, or that it receives from Partners on Your behalf, is subject to the UiPath Privacy Policy available on the Trust Portal.
- 5.4. **Analyses Information.** UiPath, its Affiliates and Partners may process data, technical information, usage and telemetry from the UiPath Products, Partner Products and the UiPath Marketplace, to perform their obligations under this Agreement or the applicable Partner Terms, including providing access to, maintaining, and offering support for, the UiPath Products, Partner Products, and/or UiPath Marketplace, 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 and Partners will employ adequate security safeguards.

6. Reviews and Comments

- 6.1. **Ratings.** The UiPath Marketplace allows Users to post reviews of Products and to post comments on Your or other Users' reviews. The rating process is not influenced by UiPath. The content of reviews or comments posted on the UiPath Marketplace shall be considered Feedback. You are solely responsible for the content of Your Feedback, and You will defend and indemnify UiPath, at Your expense, against any claim, action, or legal proceeding made against UiPath by a third-party arising out of, or in connection with Your Feedback.
- 6.2. **Usernames Displayed.** Reviews and comments are posted under the name and profile of the User submitting the content (as listed in their UiPath Marketplace account). Users who do not want their names or other profile information (such as profile photographs) to appear may not post reviews or comments on the UiPath Marketplace.
- 6.3. **Rules for Reviews and Comments.** All reviews and comments must comply with the rules set out in this Agreement and the applicable laws. Your reviews must be made in good faith after reasonable evaluation of the relevant Product. You may post only one review per Product, unless the latter review reflects a good-faith rating change based on further evaluation. Any modified reviews will be marked as "edited" and You (including anyone acting on Your behalf) may not review or comment on Your own Product, a Product owned by a company You work for, or those of competitors. As an exception, You may provide informational responses to support requests or other inquiries directed to You within the reviews or comments section of Your Product listing. A review must evaluate the Product itself and not be an evaluation of the underlying product with which the Product integrates or functions. A reviews or comments that are unlawful or for which you have received an incentive or that are unrelated to the relevant Product for example, discussing UiPath's employees, business or stock, or those of other companies, or unrelated products or services - are prohibited. UiPath reserves the right, in its sole discretion and for any reason at any time, to remove or edit any review or comment on the UiPath Marketplace in violation of this Agreement, the Policies and the applicable laws.

7. Representations and Warranty Disclaimers

- 7.1. **Your Warranties.** You represent and warrant on behalf of Yourself, and anyone acting on Your behalf, including your Authorized Users and Affiliates, that throughout the term of this Agreement: (i) You have all necessary rights, power, and authority (a) to enter into, and be legally bound by, this Agreement, (b) to place Orders, and (c) to authorize UiPath and Partners to access and use Your data and information as described in this Agreement, all without violation of any other agreements or policies, or the applicable law; (ii) You will use the UiPath Marketplace and the Products in compliance with this Agreement, the Policies, and all applicable laws; and (iii) You hereby acknowledge that the UiPath Assets, the UiPath Products, and the Partner Products, respectively, may be subject to export control regulations and sanctions under applicable law including but not limited to the U.S. Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**") and 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 ("**Export Controls and Sanctions**"). You hereby agree to comply with all Export Controls and Sanctions related to access to and use of the UiPath Assets, the UiPath Products, or the Partner Products, respectively. You represent and warrant that You, Your Affiliates

and employees: (i) are not identified on any Export Controls and Sanctions list of restricted parties, including, but not limited to, the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identifications List, maintained by OFAC, or the Entity List, Denied Persons List, or Unverified List, maintained by BIS (collectively, the “**Prohibited Party Lists**”); (ii) are not located, organized, or resident in any of the countries and territories subject to U.S. trade embargoes (currently, Crimea, Cuba, Iran, North Korea, and Syria) (each an, the “**Embargoed Country**”); (iii) are not 50 percent or more owned or controlled by, or acting on behalf of, one or more parties identified on a Prohibited Party list; (iv) will not knowingly use, export, re-export, import, sell, provide, release or transfer UiPath Assets or Partner Products (or any result therefrom) directly or indirectly, to any Embargoed Country, any person or entity identified on a Prohibited Party List, or to a person or entity 50 percent or more owned or controlled by, or acting on behalf of, one or more parties identified on a Prohibited Party List, or otherwise in violation of any Export Controls and Sanctions; (v) will not engage in activities that would cause UiPath or its Affiliates to be in violation of Export Controls and Sanctions; and (vi) will not use or provide the UiPath Assets or Partner Products for any purposes prohibited under applicable law, including, without limitation, to support any nuclear, chemical, or biological weapons proliferation, or missile technology. You acknowledge that UiPath may cease to provide the UiPath Assets, the UiPath Products, and the Partner Products, respectively, and any services 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.

- 7.2. **Partner Products.** Partners are solely responsible for their Products and any related content or materials included in their Products. UiPath has no liability or responsibility whatsoever for any Partner Products, including without limitation their accuracy, reliability, availability, security, data handling, data processing, completeness, usefulness, or quality, even if UiPath is hosting such Products. These disclaimers apply even if UiPath has reviewed, certified, or approved the Partner Product. At any time, UiPath may remove a Product from the UiPath Marketplace in accordance with its applicable Policies and the applicable laws and regulations. Partners may also update, modify, or remove their own Products at any time.
- 7.3. **No Warranty for Partner Products.** Any use of Partner Products is at Your sole discretion and risk. Partners are solely responsible for ensuring that any information they submit in connection with any Product is accurate, complete, and correct, and UiPath is not responsible for the standards or business practices of any third-party Partner (whether support, availability, security or otherwise). You should always independently verify that any Partner Product or Partner business practices meet Your needs. In addition, UiPath is not responsible for any third-party websites to which the UiPath Marketplace links or their terms of use or privacy policies. You should use Your discretion when visiting third party websites. UiPath makes no guarantee that any Partner Products will work properly with UiPath Products or that Partner Products will continue to work with UiPath Products as they change over time. Some Products rely on hosted, or cloud services provided by the Partner or third parties, and these Products may not function properly or may become inoperable if those services are discontinued. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UIPATH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY PARTNER PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF IP RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- 7.4. **WARRANTY EXCLUSIONS.** TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, COVERED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COVERED PARTIES SHALL CREATE A WARRANTY. THE UIPATH MARKETPLACE IS PROVIDED FOR USE AT CUSTOMER’S OWN RISK AND “AS IS,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, COVERED PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, EQUITY, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. COVERED PARTIES SPECIFICALLY DO NOT WARRANT THAT UIPATH MARKETPLACE WILL

OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; THAT THE OPERATION OR OUTPUT OF THE UIPATH MARKETPLACE WILL BE ERROR-FREE, ACCURATE, RELIABLE, COMPLETE OR UNINTERRUPTED; THAT ANY OR ALL ERRORS OR DEFECTS IN THE UIPATH MARKETPLACE WILL BE CORRECTED; OR THAT ANY UIPATH ASSET (INCLUDING, WITHOUT LIMITATION, THE UIPATH MARKETPLACE) IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. CUSTOMER USES THE UIPATH ASSETS AT ITS OWN RISK. UIPATH HAS THE RIGHT, IN ITS SOLE DISCRETION, TO MAKE CHANGES TO, SUSPEND OR DISCONTINUE ANY UIPATH ASSETS (OR ANY PORTION THEREOF) AT ANY TIME. CUSTOMER FURTHER ACKNOWLEDGES THAT UIPATH SHALL HAVE NO OBLIGATION WHATSOEVER TO RELEASE OR OTHERWISE MAKE GENERALLY AVAILABLE, ANY UIPATH ASSETS.

8. Indemnification and Limitation of Liability

- 8.1. **Indemnification.** You will indemnify, defend the Covered Parties and hold them harmless from any and all claims made by third parties, and any related damages, expenses, losses or costs (including reasonable attorney fees, court costs and costs to seek indemnification) arising out of Your violation of this Agreement, the applicable Partner Terms or UiPath Terms, Your violation of any rights of a third party, or any content You submit to or publish on the UiPath Marketplace, including Your Feedback. You may not settle any such claim without UiPath's prior written consent.
- 8.2. **DAMAGES EXCLUSION.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS AND EXCEPT FOR ACTS OF FRAUD OR WILLFUL MISCONDUCT, COVERED PARTIES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, MORAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, THE USE OR INABILITY TO USE THE UIPATH ASSETS, COMPUTER MALFUNCTION OR FAILURE, SERVER DOWN TIME, FAILURE OF THE PRODUCTS OR UIPATH ASSETS TO OPERATE WITH OTHER PROGRAMS, LOSS OF PROFITS, REPUTATION, USE, OR REVENUE, LOSS OR CORRUPTION OF DATA, OR INTERRUPTION OF BUSINESS (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY), IRRESPECTIVE OF WHETHER THE COVERED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES MAY THE COVERED PARTIES BE LIABLE FOR ANY CLAIMS THAT MAY BE ASSERTED, GRANTED OR IMPOSED AGAINST, ARISING FROM, OR IN CONNECTION WITH, THIRD-PARTY SERVICES, OR DATA IMPORTED INTO OR USED IN CONJUNCTION WITH THE UIPATH ASSETS AND/OR PARTNER PRODUCTS.
- 8.3. **LIABILITY CAP.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS AND EXCEPT FOR ACTS OF FRAUD OR WILLFUL MISCONDUCT AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREUNDER, THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS (INDIVIDUALLY AND TOGETHER) UNDER, OR RELATING TO, THIS AGREEMENT WILL NOT EXCEED THE HIGHER OF (I) USD 100 (ONE HUNDRED DOLLARS) OR (II) THE AMOUNT AWARDED IN A FINAL DECISION BY THE COMPETENT COURT OF LAW (INCLUDING REASONABLE ATTORNEYS' FEES). THIS LIMITATION APPLIES WHETHER THE CLAIM ARISES FROM CONTRACT, NON-CONFORMITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
- 8.4. **Disclaimers and Limitations of Liability.** The following sections in this Agreement: Warranty Exclusions, Damages Exclusion, and Liability Cap apply to Your use of the Marketplace only and do not alter or limit the disclaimers or limitations of liability or any rights You have in respect of any for UiPath Products or Partner Products, as set out in the UiPath Terms or in the Partner Terms (as applicable), which continue to fully apply.
- 8.5. **Basis of Bargain; Failure of Essential Purpose.** UiPath entered into this Agreement by relying on the limitations of liability, disclaimers of warranty and other provisions relating to allocation of risk herein, and You agree that such provisions are an essential basis of the bargain between the Parties. You agree that the waivers and limitations specified in this section apply only to the extent permitted under the applicable law, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, irrespective of whether the other Party has been advised of the possibility of such damage might incur, will not limit payment

obligations under this Agreement, and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

- 8.6. **UiPath Affiliates and Contractors.** You acknowledge and agree that UiPath's Affiliates, contractors and service providers may exercise all rights of UiPath under this Agreement, and that all limitations of liability and disclaimers in this Agreement apply fully to and benefit UiPath's Affiliates.

9. Term and Termination

- 9.1. **Term.** This Agreement is effective as of the Effective Date and will continue for an indefinite period of time, until terminated by either Party as provided herein.

- 9.2. **Termination.** This Agreement may be terminated as follows:

- 9.2.1. **Termination for Breach:** to the extent permitted by applicable law, either Party may terminate this Agreement immediately on written notice if the other Party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach.

- 9.2.2. **Termination for Convenience:** You may stop using the UiPath Marketplace at any time. You may terminate this Agreement for Your convenience at any time on prior written notice and, upon termination, You must cease use of the UiPath Marketplace. UiPath may terminate this Agreement for its convenience at any time with 30 days' prior written notice to You.

- 9.2.3. **Additional Termination Events:** either Party may terminate this Agreement, immediately upon written notice to the other Party (i) when, due to the applicable law or on account of a regulator's or similar body's decision or ordinance, it becomes unlawful or illegal to it to continue the performance of this Agreement, including but without limitation, due to a violation by either Party of any anti-corruption and anti-bribery laws or Export Controls and Sanctions; 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 the ability of Customer to make any net payments to UiPath as required hereunder.

- 9.3. **Effect on Products.** If this Agreement is terminated, then (i) Your rights to use any previously obtained Products will survive in accordance with the applicable Partner Terms or UiPath Terms; and (ii) Your rights and access to the UiPath Marketplace will terminate, unless otherwise described in this Agreement.

10. Governing Law and Dispute Resolution

- 10.1. **Governing Law.** This Agreement is governed by the laws indicated below, depending on Your headquarters/place of residence, without regard to conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement.

- 10.2. **Amicable settlement.** Parties agree, as a prior condition for any claim, to notify the other Party in accordance with this Agreement and to request the amicable settlement of any dispute arising out of or relating to this Agreement within ninety (90) days from the applicable notice. To the maximum extent permitted by applicable law, the Party not complying with this section, will cover, as applicable, the litigation or arbitration costs of the other Party, irrespective of the outcome.

- 10.3. **Arbitration in North America.** Subject to amicable settlement, any disputes with You 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. The award will be in accordance with the Governing Law and state the reasons upon which it is based. However, either Party may seek injunctive relief from a court of competent jurisdiction to prevent irreparable harm or to enjoin any intellectual property rights misuse.

- 10.4. **Venue.** Parties hereby accept the exclusive jurisdiction of the competent courts of the Venue indicated below and irrevocably waive any objection and defence (including, any defence 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 TERMS.**

You	UiPath Entity	Governing Law	Venue
United States of America, Canada or Mexico (North America)	UiPath Inc., at One Vanderbilt Ave., 60th floor, New York, NY, 10017, US	New York law	New York, State of New York, USA
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

10.5. **Statute of Limitation.** To the extent not prohibited by the applicable law, any claims in court or arbitration must be filed within 1 (one) year from the date when a right to file was born or after the accrual of the cause of action. Claims filed after the foregoing term will be precluded by this provision and deemed time barred. Notwithstanding the foregoing, Proceedings related to export controls or violation of UiPath’s or its Affiliates’ IP Rights, may be brought at any time within the applicable statute of limitation provided under the law.

11. General

11.1. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, without prejudice to the applicability of the UiPath Terms or Partner Terms, takes prevalence over any prior written or oral agreement between them with respect to such subject matter. UiPath may modify this Agreement at its sole discretion to reflect changes in law or best practice or changes to our policies and processes by posting the revised terms on the Trust Portal, which will be notified to You in advance of such modifications becoming effective. You may be required to click to agree to the modified Agreement in order to continue using the Marketplace, and in any event, You agree that Your continued use of the UiPath Marketplace (including any future Orders) after the effective date of the modifications constitutes Your acceptance of the modified terms. If You do not agree to the revised terms of this Agreement, You should stop using the Marketplace. For clarity, the version of this Agreement in place at the time of Your Order will apply for purposes of that Order. Except as provided in this section, all changes or amendments to this Agreement require the Parties’ written agreement.

11.2. **NON-STANDARD CLAUSES.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE PROVISIONS OF THE FOLLOWING CLAUSES IN THIS AGREEMENT: REPRESENTATIONS AND WARRANTY DISCLAIMERS; INDEMNIFICATION AND LIMITATION OF LIABILITY; TERM AND TERMINATION; GOVERNING LAW AND DISPUTE RESOLUTION.

11.3. **Confidentiality.** All information disclosed by UiPath that is marked as confidential or proprietary or that You should reasonably understand to be confidential or proprietary is confidential information (“CI”). CI includes non-public aspects of the UiPath Marketplace and UiPath Products; non-public aspects of Partner applications listed in the Marketplace to which You obtain access as a result of the relationship between You and UiPath under this Agreement; and non-public technology, technical information and product plans to which You obtain access as a result of the relationship between You and UiPath under this agreement. CI shall not include any information that: (i) is or becomes generally known to the public; (ii) was known to You before its disclosure hereunder; or (iii) is received from a third party, in each case without breach of an obligation owed to UiPath or anyone else. You will treat the CI with no less than reasonable care and will not use or disclose CI to anyone, except to Your Authorized Users, advisors or consultants, who need to know the CI for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as in this section. If You are compelled by law to

disclose CI, You must provide UiPath with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at UiPath’s cost, if UiPath wishes to contest the disclosure.

- 11.4. **Force Majeure.** Neither Party is liable for failure to perform its obligations under this Agreement to the extent delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labour action, fire, flood, earthquake, failure of third-party providers, denial of service attacks, malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions.
- 11.5. **No Agency.** Nothing in this Agreement or any Order is intended to, or shall be deemed to, make UiPath Your agent, or authorize UiPath to make or enter into any commitments for You or on Your behalf. Each Party shall bear all of its own costs and expenses incurred in performing its obligations under this Agreement.
- 11.6. **No Third-Party Beneficiaries.** Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon, or give to, any third party, any rights, remedies or other benefits under or by reason of this Agreement. For clarity, rights established for the benefit of UiPath in this Agreement, will also be conferred upon UiPath’s Affiliates.
- 11.7. **Assignment.** You may not assign or transfer Your rights or obligations under this Agreement. UiPath may freely assign, transfer and delegate its rights and obligations under this Agreement.
- 11.8. **Change of Control.** Customer must notify UiPath within thirty (30) days prior to it or its Affiliate (i) being acquired by, selling substantially all of its assets to, merging with, or changing its Control in favor of, a direct competitor of UiPath, or (ii) changing its main object of activity into a business competing UiPath or UiPath Products. UiPath may terminate this Agreement by written notice within maximum 30 (thirty) days as of the date of the change of control notice. Upon termination of this Agreement, You may no longer use the Marketplace.
- 11.9. **Reporting Violations.** If You believe that any content in the UiPath Marketplace violates Your rights, You may submit a claim with UiPath in accordance with the applicable Policies available on the Trust Portal.
- 11.10. **Notices.** Unless otherwise provided herein, notices under this Agreement must be sent by e-mail, with a subject describing the subject matter contained in the email, to the addresses listed below (or addresses notified in writing by the Parties) and will be effective on the next business day after being sent.

Matter	To UiPath	To Customer
Privacy	privacy@uipath.com	To the address(es) provided when accepting this Agreement
Complaints regarding the UiPath Marketplace	https://marketplace.uipath.com/contact-us	
All other	contractnotice@uipath.com	

- 11.11. **Publicity.** You authorize UiPath to publicly identify You as a customer and include Your name, Trademarks, and logo in the Marketplace, on UiPath’s website and in other promotional and marketing materials.
- 11.12. **Waiver and Reservation of Rights.** Any waiver hereof will be effective only if made in writing and signed by all Parties. Failure to exercise, or delay in exercising, any right, power or remedy under this Agreement will not operate as a waiver, and any single or partial exercise of any right or remedy will not prevent any further exercise of the same or other right or remedy. A waiver of a breach of this Agreement will not be deemed to be a waiver of a subsequent breach. Products are provided on a license or subscription basis, not sold, and You do not acquire any ownership rights in the UiPath Assets, the UiPath Products, or the Partner Products. UiPath reserves all rights not expressly granted under this Agreement. Rights and remedies prescribed in this Agreement are cumulative and not exclusive of any others provided by law.
- 11.13. **Interpretation.** If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as close as possible the original intentions

of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. UiPath's failure to enforce any provision of this Agreement will not constitute a waiver of UiPath's rights to subsequently enforce the provision. In this Agreement, headings are for convenience only and terms such as "including" are to be construed without limitation.

- 11.14. **Applicable Language.** This Agreement is made in the English language only, which language will be controlling in all respects, and all versions hereof in any other language will not be binding on the Parties hereto. All communications and notices to be made or given pursuant to this Agreement and any dispute resolution (including, but not limited to, any court proceeding, legal notices, motions, discovery, etc.) will be in the English language only.
- 11.15. **Counterparts.** This Agreement may be executed in two or more counterparts or electronically, and each of the counterparts or electronic copies will be deemed an original and together will constitute one and the same instrument.
- 11.16. **Survival.** The following sections will survive any termination or expiration of this Agreement, in addition to any other provisions that, by their content, are intended to survive the performance, non-renewal or termination of the Agreement (whether or not expressly stated): UiPath Products (if applicable for continued use of UiPath Products), Data Collection and Sharing, Representations and Warranty Disclaimers, Indemnification and Limitation of Liability, Term and Termination, Governing Law and Dispute Resolution, General.

Exhibit A. Standard Free Partner Terms

The following language shall constitute the Standard Free Partner Terms referenced in the Agreement. The Standard Free Partner Terms shall apply if the Partner does not make available any Partner Terms: (a) adequate for the trial period of paid Partner Products; and (b) to any free Partner Products listed by Partner on the Marketplace:

THIS PRODUCT IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE COPYRIGHT HOLDERS GRANT YOU A LIMITED, NON-EXCLUSIVE, NON-SUBLICENSABLE, NON-TRANSFERABLE, REVOCABLE, WORLDWIDE RIGHT TO: (A) IF THE PRODUCT IS PROVIDED TO YOU FOR TRIAL PURPOSES, DOWNLOAD, ACCESS, INSTALL AND USE THE PRODUCT IN ACCORDANCE WITH ITS DOCUMENTATION, SOLELY FOR YOUR INTERNAL EVALUATION PURPOSES AND FOR THE PURPOSE OF TESTING THE SUITABILITY OF THE PRODUCT FOR YOUR INTERNAL NEEDS, DURING A TERM OF 30 (THIRTY) DAYS FROM THE DATE YOU FIRST DOWNLOAD, ACCESS, INSTALL OR USE THE PRODUCT; OR (B) IF THE PRODUCT IS PROVIDED TO YOU FREE OF CHARGE, DOWNLOAD, ACCESS, INSTALL AND USE THE PRODUCT IN ACCORDANCE WITH ITS DOCUMENTATION, SOLELY FOR YOUR INTERNAL BUSINESS PURPOSES, FOR A TERM OF 12 (TWELVE) MONTHS FROM THE DATE YOU FIRST DOWNLOAD, ACCESS, INSTALL OR USE THE PRODUCT, TO BE AUTOMATICALLY RENEWED FOR 12 (TWELVE) MONTHS SUCCESSIVE TERMS, UNLESS TERMINATED EARLIER BY THE COPYRIGHT HOLDERS. UPON TERMINATION OF THE APPLICABLE LICENSE PERIOD, YOU WILL STOP USING THE PRODUCT AND DELETE ALL COPIES OF THE PRODUCT AND ANY ASSOCIATED MATERIALS.