UiPath Procurement Terms & Conditions

1. Definitions

a. **"Affiliate"** means any current and future entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party, where "**Control**" means control of greater than fifty percent (50%) of the voting rights or equity interests of a Party.

b. **"Agreement"** means the terms and conditions set out in this document, together with any SOW referenced herein.

c. **"Authorized Users"** means UiPath's employees, representatives, contractors, collaborators, consultants, agents, subcontractors, machines, bots, or automated accounts.

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

e. **"Deliverables"** means all work, designs, images, recordings, software programs, websites, documents, manuals, goods, information, materials, derivative works, finished or unfinished and works derivative thereof, created or developed, by Vendor, UiPath or on Vendor's behalf in connection with this Agreement and any other works made to order that may be protected as a copyright, patent, or other IP Rights and ideas that may be protected by trade secret law, that are solely or jointly conceived, made, reduced to practice, learned, or obtained by Vendor under this Agreement or that result out of the performance of the Services, and any other creative work thereof and any other IP Rights or rights of a similar nature and Goods, if applicable.

f. **"Documentation"** means the generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents, and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

g. **"Effective Date"** is the date the last Party signs this Agreement, unless otherwise specified.

h. **"Fees"** means the fees payable by UiPath to Vendor under each SOW.

i. **"Goods"** means an object of the sales agreement under which Vendor is the seller and UiPath is the buyer.

j. **"Illicit Code"** means any anomalies or computer instructions (viruses, trojan horses, worms, authorization strings and other malicious code, self-destruction mechanisms) that are not intended to provide the functionality defined in the applicable documentation and that interfere with UiPath's right to quiet enjoyment of the Services rendered by this Agreement.

k. **"Improvements"** means any new releases, versions, modifications, updates, patches, improvements, enhancements or similar derived works of the Services.

l. **"IP Rights"** means without limitation all current and future intellectual property rights including copyright and related rights, trademarks, designs, patents, rights to patent, rights to inventions, databases, trade secrets, trade names and domain names, Confidential Information, know-how, look and feel, trade dress and any other intellectual property rights or rights of a similar nature, including any application or right to apply for registration of any such rights 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 and whether registered or unregistered.

m. **"Open-Source Code"** means software or source code which is licensed or provided pursuant to terms that may create, or appear to create, obligations for a person or company to grant, or appear to grant, to any third-party any rights or immunities under such person or company's or its licensors' intellectual property or proprietary rights in intellectual property owned or licensed by it, or otherwise disclose any trade secrets (as defined by the applicable law) or source codes developed by or for such person or company, or as further defined by the Open-Source Initiative (https://opensource.org/osd).

n. **"Party"** means each Party entering into this Agreement, collectively referred to as "**Parties**".

o. **"PO"** means a purchase order submitted by UiPath to Vendor for the purpose of ordering Services, which is deemed subject to the terms and conditions herein. A reference to a SOW herein shall be also deemed, if applicable, a reference to a PO.

p. **"Professional Services"** means any services provided by Vendor to UiPath as detailed in the relevant SOW (milestones, performance objectives, acceptance, etc.), which may include, but are not limited to, general professional services, configuration services, implementation services, customization services, consulting services, subcontracting services, trainings, etc.

q. **"Services"** means Professional Services, Software, Deliverables, Goods and/or Support, as the case may be, or as described in the applicable SOW.

r. **"Software"** means software products licensed to UiPath as specified in the relevant SOW, delivered as a service ("**SaaS**") or on premise ("**OP**"), as the case may be, including, as applicable, the database and all machine codes, binaries, object codes or source codes, whether in a machine or human readable form, and all, , flow charts, logic diagrams, passwords, and output tapes, any development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software made available to UiPath, including during Support or pursuant to warranty obligations, all Improvements, any complete or partial copies of the foregoing; the Documentation, derived works of all the foregoing, all IP Rights related to all of the foregoing, and generally available associated software items.

s. **"SOW"** means a statement of work submitted by UiPath to Vendor for the purpose of ordering Services, which is deemed subject to this Agreement.

t. "**Support**" means the maintenance and service levels, applicable to the Services during the SOW Term as provided in the support terms attached to the relevant SOW. Vendor may not make changes to the support terms (including by way of any Improvement) in a manner that degrades or compromises the functionality, security, performance, or availability of the Services.

u. **"UiPath"** means the UiPath entity entering into this Agreement, as detailed in the signatures block below or the UiPath entity submitting a SOW, as applicable. Any reference to "UiPath" under this Agreement shall be deemed a reference to the UiPath entity entering into this Agreement as well as to UiPath's current and future Affiliates.

v. **"UiPath Data"** means all any data, information, materials, or other content of UiPath's business, UiPath's officers, directors, employees, sub-licensees, End-Users and agents, or UiPath's Authorized Users, imported into the Services or available to Vendor in connection with, or for the purpose of performing this Agreement or that Vendor receives, stores, creates, generates, transfers, or processes in connection with this Agreement, including all copies, improvements, modifications, translations, or derivatives, regardless of the form or format, as well as all inputs and/or outputs of the Services. UiPath Data shall include any and all UiPath Trademarks.

w. **"UiPath Trademarks"** means any UiPath trademarks, tradenames, service marks, symbols, logos, brand names and other proprietary indicia of any UiPath under common law, state law, federal law and laws of foreign countries, as the case may be.

x. **"Vendor"** means the entity providing the Services purchased by UiPath herein, as detailed in the signatures block below, including Vendor Personnel and any other individuals supplied or used by Vendor for the performance of this Agreement.

y. "**Vendor Personnel**" means Vendor's employees, representatives, contractors, collaborators and consultants.

2. Agreement

2.1. **Agreement**. This Agreement governs any ordering document executed by UiPath and Vendor and is the complete and binding contract between the Parties and the Parties agree no other terms contained in any other document in connection with the purpose of this Agreement shall be binding on either of them.

2.2. **Non-exclusive Agreement**. This is not an exclusive agreement. UiPath, at its sole discretion, is free to engage other providers to perform or provide Services the same as or similar to Vendor's. Vendor is free to advertise, offer, and provide Services to others, provided however, that Vendor does not breach this Agreement by doing so.

2.3. **Affiliates**. UiPath Affiliates may enter into a SOW with Vendor or any Vendor Affiliates existing at the time of the Effective Date for Services under this Agreement. Local Affiliates legal requirements will be documented separately in writing and agreed by the Parties.

3. Term & Termination

3.1. **Agreement Term**. This Agreement is effective as of the Effective Date and will continue until terminated by either Party as described under this Agreement. In case there is an ongoing SOW upon termination of the Agreement, the Parties hereby agree that the terms and conditions of this Agreement will be automatically extended until the expiration of the SOW Term and any renewal thereof.

3.2. **SOW Term**. The "SOW Term" means a period of twelve (12) months from the SOW Effective Date, unless otherwise stated

in the applicable SOW. The SOW Term will not automatically renew in any scenario and may be extended only by way of a written agreement between the Parties.

3.3. **Termination for convenience**. UiPath, at its sole discretion, may terminate this Agreement and/or any SOW, in part or entirely for convenience, at any time, by giving a thirty (30) days prior written notice to Vendor and without any further liability towards Vendor as of the effective termination date.

3.4. **Termination for cause**. If a Party commits a material breach of this Agreement or relevant SOW, the non-breaching Party shall give written notice describing the nature and basis of the breach to the other Party in reasonable detail. If the breach is not cured within thirty (30) days of the notice date, the non-breaching Party may immediately terminate this Agreement and/or any relevant SOW, upon written notice to the breaching Party. In case of termination of the Agreement for material breach and, unless the non-breaching Party stipulates differently in the termination notice, all related SoWs will be terminated upon termination of the Agreement.

3.5. **Other Termination**. To the extent not expressly prohibited by applicable law, this Agreement will immediately terminate for cause without notice upon: (i) the institution by or against a Party of insolvency, receivership, bankruptcy, or similar proceedings, (ii) a Party making an assignment for the benefit of creditors, (iii) a Party's dissolution, or (iv) a Party ceasing or threatening to cease carrying on business.

3.6. **Transition Services**. Vendor will, for a period of up to twelve (12) months ("Transition Period") following any termination or expiration of the applicable SOW, for any reason, at the request and as specified by UiPath, at a mutually agreeable rate (but no more than the rates in effect immediately prior to the SOW termination and/or expiration), continue to provide the Services that were provided prior thereto and any reasonable cooperation that may be required from Vendor to effectuate a smooth transition of the affected Services to UiPath, a successor provider or other UiPath designee.

3.7. **Effect of Termination**. In the event of any termination of this Agreement or relevant SOW, Vendor shall immediately refund to UiPath all unused pre-paid Fees and pre-paid expenses and return to UiPath all UiPath Data, materials, tools, computer programs, equipment furnished by UiPath, Deliverables (whether completed or work-in progress) and Confidential Information in its possession or control and delete any records or copies thereof (and upon request from UiPath, provide a written certification to UiPath of such deletion or destruction). Additionally, UiPath shall pay Vendor for the Services that Vendor has rendered and the reimbursable expenses that have incurred through the effective date of such termination, unless in case of termination due to a breach by Vendor. Furthermore, upon any termination, Vendor shall promptly return, transfer, assign and make available to UiPath or its representative(s) all property and materials in Vendor's or any third-party supplier's possession or control which pursuant to the terms of this Agreement is the property of UiPath, including all information regarding UiPath's advertising, marketing, promotions concepts and plans and all orders, contracts and other arrangements for unused services and materials. In no event will UiPath be liable for, and UiPath will make no payment to Vendor, its Affiliates or its subcontractors or agents with respect to loss of anticipated profit or commission and unabsorbed overhead on any Services terminated under this section.

3.8. **Changes or suspension**. Notwithstanding anything to the contrary in this Agreement, UiPath may, at any time, in its sole discretion, modify, reject, or suspend any and all projects, plans, schedules or Services in progress.

4.   Fees, Payment & Invoices

4.1. **Fees**. Vendor warrants that Fees will be complete, and no additional charges or expenses of any type will be added without UiPath's prior written consent. UiPath shall pay Vendor the Fees due to Vendor in connection with the Services in accordance with this Agreement and the relevant SOW. In addition, UiPath shall reimburse Vendor for reasonable and necessary out-of-pocket expenses incurred by Vendor (without mark-up) in the performance of Services under this Agreement that have been pre-approved by UiPath in writing. All approved travel expenses must be in compliance with the current UiPath travel guidelines as communicated to Vendor upon request. UiPath shall not be billed or liable for any charges or expenses in connection with the Services other than those charges or expenses expressly authorized in this Agreement or the relevant SOW. Notwithstanding the foregoing, in no event shall UiPath be charged for the time of administrative, billing, or other support personnel of Vendor. Except as otherwise provided in this Agreement or applicable SOW, Vendor, at its sole expense, shall supply all elements, rights, material, supplies, personnel, equipment, facilities, and other resources necessary or appropriate for the performance of the Services.

4.2. **Records**. Vendor will keep accurate and complete records and accounts related to the Services, Fees and expenses including, without limitation and as applicable, the date and number of hours worked, the hourly or other rate that applies with a description of the Services rendered, receipts for approved out of pocket expenses, costs for procurement or use of materials, labor, effort, third party tools and supplies used in delivering the Services and evidence of all pass-through costs.

4.3. **Changes**. Vendor shall not increase the Fees (whether on account of foreign exchange fluctuations, currency regulations, changes in duties or taxes, increase in the cost of raw materials, labor, energy, transport or otherwise) without the prior written consent of UiPath. If Vendor reduces its Fees and improves the conditions during the period between order and delivery or performance of the Services, the prices or conditions valid at the date of dispatch shall apply. For the avoidance of any doubt, for all subsequent renewals, if any, the Fees will not be increased over the previous SOW Term's Fees by more than (i) three percent (3%) or (ii) the percentage increase in the Consumer Price Index, whichever is lower.

4.4. **Invoices**. Regardless of the method used to transmit an invoice to the UiPath designated recipient, a conforming invoice

minimally includes: (i) Vendor's name, address and registration number of eligible invoice provider (if required by UiPath) and invoice number and date, (ii) UiPath's full legal name and address (iii) the specific purchase order number, (iv) description including serial number as applicable, price, and quantity of the services actually delivered or rendered, references to contract(s)/annexes or other invoices or documents previously issued (v) credits (if applicable), (vi) name (where applicable), title, phone number, and complete mailing address and remit address (which may be different from the mailing address) of responsible official to whom payment is to be sent, (vii) other substantiating documentation or information as may reasonably be required by UiPath from time to time, and (viii) in such a form so as to meet local tax requirements to ensure deductibility and tax recovery, where applicable. Vendor agrees to separately identify on the invoice the taxable and non-taxable purchases, the types of tax, the applicable tax rate, the amount of tax charged and the taxing authorities, if required by UiPath. Invoices must be submitted within three (3) business days from the beginning of the month following the month of delivery or acceptance of the Services, unless otherwise stated in the applicable SOW. The use of an invoice by Vendor under this Agreement is for specifying the billing amounts due under this Agreement; no terms or conditions of such invoices shall be binding upon UiPath or amend or modify this Agreement or any SOW in any manner. Vendor acknowledges UiPath wishes to trade using the Coupa eProcurement platform. On receipt of a purchase order, UiPath requests that Vendor 'flips' the order to an invoice via the 'Create Invoice' button on the purchase order email or that the invoice is submitted via the Coupa Supplier Portal, as the case may be. For the avoidance of any doubt, UiPath might not accept invoices sent via e-mail and/or post office and/or courier and reserves the right to reject any invoices not submitted in the manner described herein.

4.5. **Disputes and payment**. UiPath may dispute any invoice amount by providing written notice to Vendor. UiPath will make commercially reasonable efforts to notify Vendor in writing of any disputed invoice within forty-five (45) days of receiving Vendor's invoice. UiPath's failure to provide notice or payment of an invoice does not waive any of its claims or rights. UiPath will issue payment to Vendor for a non-disputed invoice within ninety (90) days from the date of delivery or acceptance of the Services.

5. Taxes

5.1. **Taxes**. Unless otherwise specified in the applicable SOW, the prices stated are inclusive of any applicable taxes. All payments will be made net of any withholding tax or any other taxes, levies, imports, duties, charges, fees imposed by any governmental, fiscal or other authority as required by law. If UiPath is required to withhold tax or make any other tax deduction from the price, UiPath should withhold or deduct such tax based on the rates applicable under the relevant domestic law, unless Vendor timely provides to UiPath a tax residency certificate and/or any exemption certificate or other document required under such domestic law in order to apply a reduced tax rate or exemption from tax in accordance with a treaty for the avoidance of double taxation. Upon conclusion of the contract, but not later than forty-five (45) days prior to the first payment deadline, if Vendor wishes to benefit from a tax reduction or exemption, Vendor commits itself to make available to UiPath a valid tax residency certificate or other relevant documents valid for the year in which the contract is concluded. Thereafter, if Vendor continuously wishes to benefit from a tax reduction or exemption, for each year in which payments will be made under this Agreement, a valid tax residency certificate or other relevant documents must be provided for that year within forty-five (45) days from the beginning of that year. Each of the tax residency certificates or other relevant documents shall be provided in original form by post and a copy by e-mail, or only electronic by e-mail if the local tax authorities are issuing electronic tax residency certificates.

5.2. **Beneficiary**. Vendor certifies that it is the beneficial owner of all amounts payable by UiPath to Vendor and that Vendor is a tax resident in its country of incorporation. Otherwise, if Vendor is a tax resident in a country other than its country of incorporation, Vendor shall provide UiPath with a tax residency certificate for the country in which it is claiming tax residency.

5.3. **Recoverable Taxes and U.S. Sales and Use Tax ("Transaction Taxes")**. UiPath shall pay or reimburse Vendor for Transaction Taxes imposed on the Services sold to UiPath under this Agreement provided the Transaction Taxes are statutorily imposed either jointly or severally on UiPath. Unless otherwise stipulated in the tax laws, Vendor is solely responsible for charging the applicable Transaction Taxes on its invoices and remitting the same to the relevant tax authorities. UiPath shall pay the agreed amount (including Transaction Taxes) reflected in the invoices. Any failure by Vendor to charge Transaction Taxes or the correct amount of Transaction Taxes on the invoices will not result in a liability to UiPath at a later date. For purposes of this Agreement, "Recoverable Taxes" means value added tax, goods and services tax, or other taxes of a similar nature.

5.4. **Default**. Vendor shall indemnify, defend, and hold harmless UiPath against any costs and liabilities, including interest and penalties arising as a result of breach of this Section.

6. Confidentiality, Privacy & Cybersecurity

6.1. **Confidential Information**. Receiving Party will use Disclosing Party's Confidential Information only as necessary to perform its obligations under this Agreement and will only disclose Disclosing Party's Confidential Information to its Affiliates, its and its Affiliate's employees, contractors or agents who need to know the Confidential Information and have agreed in writing to confidentiality obligations at least as protective as this Agreement ("Authorized Persons"). Receiving Party is responsible that the Authorized Persons comply with the terms of this Agreement and will be liable for any breach of confidentiality obligations stated herein by the Authorized Persons. Receiving Party's obligations regarding Confidential Information will remain in full force and effect in perpetuity. All Confidential Information is provided by Disclosing Party "AS IS" and Disclosing Party will not be liable to Receiving Party for any use or reliance upon Confidential Information. Receiving Party acknowledges that unauthorized use or disclosure of Disclosing Party's Confidential Information may cause Disclosing Party irreparable harm

and significant damages, the degree of which may be difficult to ascertain. Consequently, Disclosing Party may seek an action to enjoin Receiving Party from any and all acts in violation of those provisions without the necessity of posting a bond, which remedy shall be cumulative and not exclusive, and Disclosing Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which Disclosing Party may be entitled at law or in equity. All information furnished by UiPath (including but not limited to UiPath Data) to Vendor is deemed as UiPath Confidential Information.

6.2. **Permitted disclosure**. If Receiving Party receives a court order or is otherwise required by law to disclose any Confidential Information, Receiving Party will notify Disclosing Party immediately upon receipt of such request so that Disclosing Party has time to object and move for a protective order. Receiving Party will file any Confidential Information under seal or request that the court or administrative body seal the Confidential Information prior to Receiving Party's disclosure.

6.3. **Destruction**. Receiving Party will destroy all materials containing Confidential Information immediately upon termination or expiration of this Agreement or upon request of Disclosing Party, whichever is earlier, and will certify to the Disclosing Party that all Confidential Information has been destroyed. Any Confidential Information retained post termination will not relieve Receiving Party of any obligation of confidentiality or non-use.

6.4. **No License**. All Disclosing Party Confidential Information remains the property of Disclosing Party. This Agreement does not constitute a license or similar right to Disclosing Party's Confidential Information.

6.5. **Data Privacy**. Each Party shall comply with its obligations under any applicable laws relating to personal data protection (in particular, but not limited to Regulation (EU) 2016/679) ("GDPR") in connection with its activities under this Agreement. Each Party, as data controller, may disclose personal data to the other Party, as an independent data controller under this Agreement. Each Party is responsible (i) for providing all necessary notices to individuals, including its employees, officers and representatives, to the extent that their personal data is required to be disclosed to, or processed by, the other Party in connection with the Agreement; (ii) for ensuring that in respect of such personal data, it has a valid processing ground under applicable laws relating to personal data protection to share their personal data with the other Party; and (iii) for ensuring that necessary administrative, technical and physical safeguards are implemented in order to protect personal data against any accidental, unauthorized access or unlawful processing, destruction, loss, damage or disclosure and ensure that unauthorized persons do not have access to any equipment used to process or store personal data. Neither Party shall use any personal data it receives in connection with this Agreement other than for the performance of its obligations hereunder. If, as a result of this Agreement or any relevant SOW, Vendor becomes a data processor on behalf of UiPath the data processing agreement ("DPA") available at https://www.uipath.com/assets/downloads/procurement-dpa-c2p (or successor website), shall apply, part and parcel to this Agreement.

6.6. **Cybersecurity**. Vendor represents and warrants it has implemented the technical and organizational security measures described in the UiPath Cybersecurity Requirements, available at https://www.uipath.com/assets/downloads/cybersecurity-requirements, (or successor website), and shall ensure compliance with these provisions by any Vendor Personnel.

6.7. **Changes**. Vendor will immediately notify UiPath at privacy@uipath.com if it makes a determination that it can no longer meet its obligation as per the sections above regarding Data Privacy and Cybersecurity and when such a determination is made, Vendor will immediately cease any UiPath Data processing or take other reasonable and appropriate steps to remediate the nonconformity.

6.8. **Restrictions & Due Diligence**. At all times, Vendor shall not (i) use UiPath Data for any other purposes other than performing the Services for the sole benefit of UiPath, UiPath's Affiliates and UiPath's Authorized Users and (ii) shall not permit any third party to use, any UiPath Data, in whole or in part, to train, develop, improve, test, evaluate, update, or refine any artificial intelligence system, machine learning model, large language model, generative artificial intelligence system, or similar technology (collectively "AI Systems"), whether owned or operated by Vendor or any third party, unless otherwise agreed to in writing by UiPath (iii) provide to UiPath as part of the Services or use any AI Systems, including any licensed from or otherwise made available by any third party, in performing the Services or generating or producing any Deliverables (or any components thereof) without express, prior approval of UiPath in each use case. UiPath may conduct due diligence on the AI Systems in order to understand the AI Systems and how it can be used by UiPath, including but not limited to information regarding: the functionality of the AI Systems, how it was created and by who, whether it or any underlying model is provided or hosted by any third party, what data the Vendor or any third party would have access to, whether any data is stored or accessed, where data might be processed, the security of the AI Systems, any potential risks identified with respect to the AI Systems (e.g., transparency, fairness, accountability, privacy, security, reliability, etc.). Vendor will respond, in a commercially reasonable time period, to UiPath's questions, questionnaires, and requests for documentation and other information related to the foregoing or to compliance with the EU AI Act or similar applicable laws.

7. Intellectual Property

7.1. **Limited Licenses**. Subject to the any UiPath Data Restrictions herein, UiPath grants Vendor during the applicable SOW Term a personal, limited, non-exclusive, royalty-free, non-sublicensable, non-transferable, worldwide right to access and use the UiPath Data, solely for the Vendor to provide the Services to UiPath. For Software, Vendor grants UiPath, UiPath's Affiliates and UiPath's Authorized Users during the SOW Term of the Agreement, a worldwide, non-exclusive, sub-licensable and no-additional charge license to the Software under all IP Rights or similar rights owned or controlled by Vendor to use the Software, Vendor technology, and, as the case may be, all related materials, including Vendor IP (as defined herein), for the

purposes stated in the applicable SOW.

7.2. **IP Rights**. Vendor acknowledges and agrees that any and all Deliverables including all IP Rights thereto, whether finished or unfinished, and derivative works thereof, created or developed, by Vendor, or on Vendor's behalf in connection with this Agreement, including, without limitation, all IP Rights in the Deliverables, shall constitute works made for hire and will be the sole and exclusive property of UiPath, and UiPath will be deemed to be the author thereof. If Vendor has any IP Rights to the Deliverables that are not owned by UiPath upon Vendor's receipt of payment from UiPath, Vendor hereby automatically irrevocably assigns to UiPath all worldwide right, title, and interest in and to such IP Rights. Except as set forth above, Vendor retains no rights to use and will not challenge the validity of UiPath's ownership in, such IP Rights over the Deliverables. Vendor hereby waives any moral rights, rights of paternity, integrity, disclosure, and withdrawal or inalienable rights under applicable law in and to the Deliverables.

7.3. **Ownership**. For the avoidance of any doubt, UiPath retains all rights to materials or information, including UiPath Data, UiPath Trademarks and all IP Rights related to any of the foregoing, provided to Vendor in the performance of this Agreement. Nothing in this Agreement shall be construed to grant Vendor any license or other right in regard to the UiPath materials or information, including UiPath Data, UiPath Trademarks and all IP Rights related to any of the foregoing. Vendor has no IP Rights or other claim to the UiPath Data and will cooperate with UiPath to protect UiPath's IP Rights. Any equipment owned, supplied, and utilized by Vendor in the performance of the Services herein shall remain the sole property of Vendor. Any equipment or property owned by UiPath that may be used in accordance with the fulfillment of this Agreement shall remain the sole property of UiPath and be returned to UiPath upon its demand, but in no event later than upon completion of the Services, termination, or expiration of this Agreement, whichever is earliest.

7.4. **Pre-existing IP Rights**. Each Party will own and retain all rights to its pre-existing IP and any IP developed outside the scope of this Agreement. Notwithstanding the foregoing, UiPath acknowledges that Vendor possesses proprietary knowledge, methods, techniques, processes, procedures, IP Rights, experience, skill, talent, ideas, concepts, know-how, algorithms, libraries of code, proprietary software programs and other information in the field incorporated into the Deliverables in which it will provide the Services developed or acquired prior to the Effective Date or will be developed or acquired by Vendor after the Effective Date outside the scope of this Agreement ("Vendor IP"). UiPath further acknowledges and agrees that Vendor IP may be incorporated, in whole or part, into the Deliverables and that, notwithstanding any other provision in this Agreement, Vendor retains all right, title and interest in and to Vendor IP. With regard to Vendor IP incorporated into the Deliverables, Vendor hereby grants UiPath a perpetual, royalty-free, fully paid up, non-exclusive, non-transferrable, irrevocable, worldwide license to (a) modify, enhance, create derivative works from, decompile or otherwise reduce Vendor IP to human-readable form; (b) use or embed Vendor IP into any third-party software for the purpose of integrating or combining Vendor IP with UiPath products; (c) distribute, license, sublicense or otherwise disseminate Vendor IP to any third-party including without limitation end users, under end user terms and conditions established by UiPath in its sole discretion. The foregoing license includes the right to grant sub-licenses within the same limits to third parties engaged by UiPath.

7.5. **Enforcement**. To the extent that the ownership of any Deliverables or other original works of authorship do not vest in UiPath by operation of law and in accordance with the foregoing, Vendor hereby agrees, and shall cause its employees, Affiliates and subcontractors and third-party suppliers to agree, to the extent permitted by applicable law, to assign and hereby does assign to UiPath all of its and their respective right, title and interest in and to any and all Deliverables and any and all proprietary rights contained therein. Vendor shall ensure and hereby agrees that all employees, Affiliates, and subcontractors working on such Deliverables have executed a work for hire agreement and/or assigned to Vendor (or UiPath directly) all of his, her and/or its rights in such Deliverables on terms that are no less favorable to UiPath than those set forth in this Section (and shall provide copies of such executed document(s) to UiPath upon its request). All Deliverables shall be originally and exclusively created for UiPath, except for Vendor IP.

7.6. **Residuals**. UiPath will be free to use its general knowledge, skills and experience, and any general ideas, concepts, know-how, and techniques that are retained in unaided memory of its personnel relating to the Services, developed or disclosed under this Agreement so long such UiPath does not breach its confidentiality obligations hereunder or infringe the copyright, trademark, patent, publicity, privacy or other proprietary or IP Rights of Vendor or its third-party licensees.

7.7. **Independent Development**. Vendor understands that UiPath may currently or in the future develop products, software, solutions, tools, and services that may be similar to Vendor's Services. Nothing in this Agreement will be construed as any representation or inference that UiPath is precluded to develop, market, license or otherwise distribute (or have developed, marketed, licensed or otherwise distributed) products, software, solutions, tools and services that are similar in any manner to, or that may be competing with, Vendor's Services, provided that, in doing so, UiPath will not make use of Vendor's Confidential Information.

7.8. **Third-Party Materials**. In performing the Services, Vendor shall not use or disclose any material or IP Rights owned by a third-party ("Third-Party Materials"). Additionally, Vendor shall not incorporate any Third-Party Materials into any Deliverables or other work product unless it has first secured the prior written consent of UiPath (it being understood that Vendor shall be responsible for ensuring such license contain the scope of rights required by UiPath). If UiPath provides such consent, Vendor will transfer, and UiPath will acquire, such limited restricted rights as Vendor is permitted to transfer; provided, Vendor notified UiPath in writing in reasonable detail such limitations and restrictions in its formal request for UiPath's consent.

7.9. **Data Recovery**. The Services will include functionality that permits UiPath, free of charge, to download all or a specified portion of the UiPath Data, including if created in connection with UiPath's use of the Services, in a complete and secure

manner (i.e. encrypted and appropriately authenticated) in the format mutually agreed upon by Vendor and UiPath. If any UiPath Data is lost or corrupted, Vendor will restore all UiPath Data. Nonetheless, should any such loss or corruption be attributable to Vendor's gross negligence or intentional misconduct due to improper security mechanisms, then Vendor shall indemnify, defend and hold harmless UiPath for all related losses or claims.

8. Representations & Warranties

8.1. **Mutual Representations**. Each Party hereby represents that (i) it has full right and power to enter into and perform the Agreement without the consent of any third-party, and (ii) the execution, delivery and performance of this Agreement by it, does not and will not violate any agreement to which it is a party or to which any of its properties or assets are bound, or violate the applicable laws and regulations, and (iii) and there are no conflicts of interest or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with or impede the proper performance of this Agreement.

8.2. **Vendor Representations and Warranties**. Vendor represents and warrants to UiPath that:

a) the Services will be free of defects in workmanship, design and content and Vendor will secure knowledgeable, trained, and qualified personnel who will provide the Services in a timely, ethical and professional manner and in accordance with the highest industry standards.

b) the functionality of the Services will not be materially decreased from that available as of the Effective Date.

c) the Services are and will remain free of any disabling mechanism or device, hidden program, time-out mechanism, anomalies or computer instructions (viruses, trojan horses, worms, authorization strings and other malicious code, self-destruction mechanisms) that are not intended to provide the functionality defined in the applicable Documentation and that interfere with UiPath's right to quiet enjoyment of the Services or other computer programming routines that are intended to damage, disrupt, provide unauthorized access to, detrimentally interfere with, surreptitiously intercept or expropriate any system or UiPath Data, or cause the unwanted disclosure or loss of data.

d) Vendor is and shall remain certified as compliant with the security standards described herein by an accredited entity or organization.

e) Vendor has full title and ownership of the Services and full rights to grant UiPath the rights set forth in this Agreement and there is no litigation, proceeding or arbitration, and, to the best of Vendor's knowledge, there is no other claim, investigation or material controversy pending to which Vendor or its agents or representatives is a party, relating to the provision of the Services, or which would have a material adverse effect on Vendor's ability to enter into this Agreement and perform the obligations hereunder and the provision of Services does not and will not violate or otherwise infringe IP Rights or other rights, products or services of any third-party.

f) Vendor will act in accordance with this Agreement, the applicable SOW and UiPath's policies communicated to Vendor in advance and in compliance with all applicable local, state, federal, regional, divisional, and/or foreign law (including common law), statues, rules or regulations, guidelines, self-regulatory practices, reporting requirements, ordinances, orders, decrees, judgments, consent decrees, settlement agreements, treaties, and/or regulations governing the operation of Vendor and the provision of Services.

g) the Deliverables are and will be an original work of Vendor, and Vendor will have obtained all rights and IP Rights necessary for the unrestricted use of the Services by UiPath, its Affiliates or Vendor Personnel and will not be subject to any restrictions or to any, liens, mortgages, pledges, security interests, encumbrances, or encroachments. This warranty shall extend for as long as UiPath is using the Deliverables.

h) the Services will not contain any Open-Source Code or Illicit Code, or software code that could damage computers, networks or cause the unwanted disclosure or loss of data and will not contain an undisclosed tracking technology that may be used in connection with the internet, world-wide-web, or a mobile network that can obtain information about the activity of UiPath and UiPath's Authorized Users.

i) Vendor and any subcontractor will not grant, subcontract, assign, directly or indirectly, any rights or interest whatsoever in the Services to third parties.

j) Vendor has secured and will continue to secure all permits, licenses, patents, consents, regulatory approvals and registrations required to deliver the Services hereunder.

k) Vendor will maintain disaster recovery, business resumption, and business continuity services, processes and procedures in line with industry best practices that contain, among other elements, a time frame for restoring Services.

l) Vendor shall maintain at all times the insurance as set forth in the UiPath Insurance Requirements available at https://www.uipath.com/assets/downloads/procurement-insurance-requirements (or successor website).

m) the Services and any Deliverables will not contain any code, programming or other content licensed from a third-party (or derived from or developed with such third-party materials) under terms that may require: (i) the Deliverables

to be made publicly available; (ii) the Deliverables to be licensed under terms that allow for the modification of such or any portion thereof, or that preclude restrictions on use of the Deliverables by future licensees; (iii) UiPath to license patents, copyrights, trade secrets or other IP Rights to any third-party; or (iv) the inclusion of attribution or reference to or marketing support for any third-party; or (v) materials provided under the GNU General Public License; the GNU Library or Lesser General Public License; the BSD License; the Mozilla Public License; or the Apache License.

8.3. **India Specific Warranties**. Vendor shall be responsible for conduct of staff provided by it and will bear all costs and damages incurred by UiPath due to any misconduct of the staff. In case UiPath is dissatisfied with the performance of the staff provided by Vendor, UiPath will inform Vendor and then Vendor will provide a replacement within three (3) days of receipt of such intimation. The said replacement staff shall be approved by UiPath in writing. Vendor shall be responsible for complying with all the statutes, as amended from time to time. Vendor shall comply with all labor legislations applicable to its staff including but not limited to payment of wages, ESIC, PF, Bonus, Workmen's compensation, and terminal benefits as may be payable or become payable under any law. Vendor shall be solely responsible for the supervision and control of its staff, their proper behavior and conduct. UiPath shall not in any way be responsible in this regard either in part or in full. Vendor shall also not pay to its staff less than the minimum wages as may be notified by the Government concerned from time to time. Vendor shall provide UiPath with such records and proofs monthly as shall be required by UiPath to verify Vendor's compliance with labor enactments. It shall be the responsibility of Vendor pay to its staff for their services, at all times and comply with the requirements related to income tax and other statutory laws, if any, as applicable. UiPath also reserves the right to conduct audits in this regard on a monthly basis. The Parties agree the staff engaged by Vendor to discharge its obligations under this Agreement shall be the employees of Vendor for all purposes and UiPath shall not be held liable in any manner in respect of these staff. Vendor shall be responsible for implementation of provisions of all statutory requirements refuting license, under the Contract labor (Regulation and Abolition) Act 1970 and Vendor shall comply with all requirements under this Act and Rules, as amended from time to time, framed hereunder.

8.4. **Remedy**. Should Vendor fail to meet the warranties set out in this Section of "Representations & Warranties", Vendor will, at UiPath's option, either (i) return all Fees paid by UiPath for the Services or (ii) repair or replace the relevant Services.

8.5. **Support**. Vendor agrees to provide technical support in compliance with mutually acceptable service levels or performance guarantees. Service levels shall be described in the relevant SOW. Unless Parties specifically agree in a SOW otherwise, Vendor agrees to provide monthly reports, in a form acceptable to UiPath, documenting Vendor's performance. If for any reason, service levels are not set forth in a SOW, UiPath shall have the right to determine acceptable service levels or performance guarantees and notify Vendor of the service levels or performance guarantees it finds acceptable. Nonetheless, Vendor shall make sure that, throughout the term of this Agreement it will not adversely amend its support terms and will continue to provide support to UiPath at least at the same level and quality as initially agreed. Failure to maintain service levels or performance guarantees shall be considered a material breach of this Agreement. Should Vendor fail in providing the adequate level of support agreed with UiPath, the Parties shall discuss in good faith and agree on specific service credits allowing UiPath to be reimbursed for the period in which it had limited or no access to the Services, and Vendor agrees it shall pay UiPath any damages incurred by the latter as a result therein.

9. Indemnity & Limitation of Liability

9.1. **Indemnification**. Vendor will indemnify, defend and hold harmless UiPath, UiPath's Affiliates and UiPath's Authorized Users, their officers, directors, employees, sub-licensees, customers and agents ("Indemnified Parties"), against all damages, claims, liabilities, costs, losses, and expenses (including attorneys' fees) arising out of or resulting from Vendor's alleged or actual breach this Agreement, intentional acts, willful misconduct, negligence, failure to comply with applicable law, rule or regulation, disclosure of confidential or proprietary information, including, without limitation, in relation to any claim deeming the Services provided herein, or the use thereof, are infringing, misusing or misappropriating any IP Rights or violating any other rights of a third-party. The Indemnified Parties will give Vendor prompt notice of any claims. The Indemnified Parties may participate in the defense of any claim at their own expense. Vendor will not settle any claim without Indemnified Parties' written consent. From the date of notice of claim, the Indemnified Parties will have the right to withhold any unpaid amounts due to Vendor.

9.2. **Limitation of liability**. Except for any indemnification obligations under this Agreement, Vendor's breach of confidentiality, data privacy, and cybersecurity obligations under this Agreement, neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages and the maximum aggregate liability of each Party for each and all claims (individually and together) under or relating to this Agreement (whether an action is in contract or tort and regardless of the theory of liability) will not exceed an amount equal to the higher of (a) 100% of the Fees paid or payable preceding the claim and (b) 5,000,000 USD.

9.3. **Exclusions**. Nothing in this Agreement shall operate to limit or exclude the liability of either Party for death or personal injury caused by the negligence of that Party, or for fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded. UiPath's rights and remedies under this Agreement shall be in addition to every other right or remedy available to it under the Agreement, at law, in equity or otherwise and UiPath shall be able to assert its rights and remedies at the same time as, before, or after its assertion of any other right or remedy to which it is entitled without in any way diminishing such other rights or remedies.

10. Professional Services

10.1. **Description and delivery**. Professional Services will be specified in an individual SOW, as submitted by UiPath from time to time. Time is of the essence, and if delivery of Professional Services is not completed by the designated time, UiPath reserves the right, in addition to its other rights and remedies, to purchase substitute services elsewhere and charge Vendor for any loss or additional expense incurred.

10.2. **Performance & Fees**. Vendor shall (a) familiarize itself with the business of UiPath, its products and services, the industry in which UiPath operates and its competition (b) perform the Professional Services in accordance with the key performance indicators (KPIs) and service level agreements (SLAs) set forth in or attached to the relevant SOW as appendices and other standards agreed between UiPath and Vendor. UiPath shall pay Vendor the Fees due to Vendor in connection with the Professional Services as determined in accordance with this Agreement and the relevant SOW. All such Fees shall be based on the rates set forth in the rate card attached to the relevant SOW.

10.3. **Testing & Acceptance**. UiPath will perform testing and employ sufficient quality assurance standards to assure that Professional Services are performed in accordance with the SOW, conform to mutually agreed upon requirements and to any specifications. UiPath may inspect or test the result of the Professional Services, including the Deliverables, and reject any or all of them if they are defective or nonconforming, within 30 (thirty) days of delivery or as otherwise agreed in the SOW. Vendor will make no changes in the Professional Services covered by this Agreement and applicable SOW without written direction from UiPath. Vendor agrees that, immediately upon request from UiPath and without expense to UiPath, will promptly replace or correct any defects of any Professional Services which are nonconforming. Vendor will be responsible for any additional costs incurred by UiPath as a result of errors by Vendor or any third-party engaged by Vendor in the performance of the Professional Services.

10.4. **Staff**. It shall be Vendor's responsibility to furnish sufficient qualified Vendor Personnel and resources as shall be necessary to perform the Professional Services in accordance with this Agreement and the relevant SOW. Vendor shall not cause any subcontract personnel to perform Professional Services, including handling personal data, in whole or in part, unless expressly approved by UiPath on a case-by-case basis, and if approved, Vendor must ensure that all obligations, terms and conditions set forth in this Agreement, also apply to the subcontractors and the subcontracted personnel. The Vendor shall also supervise the subcontractor personnel and be fully liable for the performance of Professional Services by the subcontractor and be liable to UiPath as if the Vendor had performed such Professional Services itself. Additionally, Vendor agrees to ensure that all Vendor Personnel assigned to UiPath who will have access to UiPath Data and/or systems sign a confidentiality agreement undertaking obligations specific to the UiPath assignment, committing to confidentiality obligations concerning any UiPath Data and/or systems as well as End-User confidential information, data and/or systems, as applicable. Unless otherwise agreed upon between UiPath and the Vendor, if the Vendor fails to pay the subcontractor by the payment deadline, UiPath may pay the subcontractor and offset any amount paid to the subcontractor against amounts owed to the Vendor. The composition of Vendor's team assigned to the UiPath account, and the allocation of their work time shall be set forth in the relevant SOW and shall comply with the specifications set forth therein. UiPath, may, from time to time, in its discretion, require that Vendor reallocate staff time from anticipated projects. Should Vendor fail to provide at least the level of Vendor staff set forth in the applicable SOW, UiPath shall have the right, in addition to any other right set forth in this Agreement, to renegotiate prospectively Vendor Fees in light of Vendor's staffing deficiency.

10.5. **Project Managers**. Prior to commencing Services under any SOW, Vendor shall appoint a qualified member of its staff, subject to the prior written approval of UiPath, which shall not be unreasonably withheld, to function as the service coordinator for the Professional Services to be provided under each SOW ("Project Managers") and each such Project Manager shall interface with UiPath' s authorized representatives concerning such Professional Services.

10.6. **Reassignment and Replacement of Employees**. The Project Manager and the other Vendor employees designated in a SOW or other writing between the Parties as key employees ("Key Employees") may not be reassigned or replaced by Vendor without the prior consultation with UiPath. If any Key Employee leaves the employment of Vendor for any reason, then Vendor shall promptly propose a replacement. Such replacement shall be of no less status, knowledge or experience and will be subject to UiPath pre-consultation.

10.7. **Policies & Trainings**. Vendor shall ensure that Vendor Personnel assigned to provide Professional Services to UiPath comply with UiPath's internal policies and procedures and complete the mandatory UiPath trainings prior to the commencement of providing Professional Services to UiPath. Vendor understands and agrees that compliance with this provision is a material term of this Agreement and that in the event Vendor fails to comply and ensure the compliance of its Vendor Personnel, UiPath reserves the right to terminate this Agreement or end the assignment of Vendor Personnel and request an immediate replacement at no additional cost. Compliance of UiPath policies and procedures and participation in such trainings shall not relieve Vendor of its obligations under this Agreement to independently assure compliance with applicable law and this Agreement.

10.8. **Background Checks**. Vendor agrees that, prior to assigning Vendor Personnel to provide Professional Services to UiPath, Vendor shall conduct a satisfactory background check on such Vendor Personnel in accordance with UiPath's background check requirements. Vendor shall provide an attestation in the form prescribed by UiPath for each individual before they are assigned to UiPath. If Vendor is unable to provide a satisfactory attestation or perform the required background checks, UiPath may, through a third-party provider, conduct the background check and may charge the Vendor for such checks. Vendor understands and agrees that compliance with this provision is a material term of this Agreement. If UiPath determines that the assignment of Vendor Personnel is not appropriate as a result of the background check or if Vendor Personnel fails to provide necessary information for the completion of the background check, UiPath reserves the right to terminate this Agreement or

end the assignment of Vendor Personnel and request an immediate replacement at no additional cost.

10.9. **Timesheets**. Vendor shall record their time in the UiPath provided system of record (PSA) as approved by UiPath professional services delivery leaders.

10.10. **Third-party Suppliers**. No commitment of any kind shall be made by Vendor on behalf of UiPath unless specifically pre-authorized in writing by UiPath. Vendor shall use due care in selecting third-party suppliers. Vendor shall take all reasonable precautions to guard against any loss to UiPath resulting from the failure of third-party suppliers to properly perform their obligations, including securing adequate insurance to cover any and all losses to UiPath or as a result of any failure by a third-party supplier. Vendor shall use commercially reasonable efforts to cause third-party supplier contracts to comply with substantially similar record keeping requirements as set forth herein. Unless otherwise agreed in writing, Vendor will enter into all contracts with third-party suppliers as a principal, and not as an agent for UiPath. Vendor shall assume liability for, contracts made or placed with a third-party required for performing the Professional Services and shall indemnify and hold UiPath harmless with respect thereto.

10.11. **UiPath Resources**. To the extent Vendor Personnel are to be provided with access to any technology, software, equipment material or other facilities of UiPath (collectively, "UiPath Resources"), such Vendor Personnel will exercise reasonable care in utilizing the UiPath Resources and will use the same solely for purposes of providing the Professional Services under this Agreement or any SOW. To the extent that Vendor or any of its personnel are provided with access to UiPath's computing systems, Vendor agrees that it and such Vendor Personnel will comply with all UiPath's computer security procedures and third-party software license restrictions of which Vendor can recognize. If requested by UiPath, and in its sole discretion, any such Vendor Personnel with access to UiPath Resources shall, in advance of access, execute a Confidentiality Agreement, in the form shared by UiPath or other form acceptable to UiPath.

10.12. **Performance**. When performing Professional Services on-site at UiPath or another location as agreed with UiPath in a SOW, Vendor will take all necessary precautions to prevent injury to any persons (including employees and other agents of UiPath) or damage to property (including UiPath's property). Vendor will immediately remove from UiPath's premises (or any location as agreed in a SOW) at UiPath's request any Vendor employee, subcontractor or agent.

10.13. **Communications with UiPath End-Users**. In case of subcontracting activities in connection to UiPath customers and/or users ("End-User"), Vendor shall not communicate with the End-User relative to the execution or performance of an End-User agreement, or with UiPath's other suppliers and/or subcontractors regarding the End-User agreement or this Agreement unless expressly authorized in writing by UiPath. This does not include day to day technical discussions and activities directed at executing the technical tasks. Vendor shall immediately report to UiPath if Vendor or Vendor Personnel are contacted directly by the End-User. Any authorized communications, other than those expressly provided for herein, between Vendor, Vendor Personnel and User personnel shall be conducted in the presence of UiPath's authorized representative unless otherwise agreed by the Parties.

10.14. **Receipt and delivery of Goods/Deliverables**. Vendor shall deliver the Goods/Deliverables to UiPath by the delivery deadline in accordance with the provisions of the SOW and PO. The Goods/Deliverables will be deemed to have been delivered upon receipt of the Goods/Deliverables by UiPath and the ownership of, and any other rights pertaining to, the Goods/Deliverables will transfer from the Vendor to UiPath upon delivery thereof irrespective of the other provisions in this Agreement. The Vendor shall comply with delivery deadlines, and if delivery of Goods/Deliverables is not completed by the delivery deadline, UiPath reserves the right, in addition to its rights and remedies permitted under this Agreement, individual agreements, and laws and regulations, to purchase substitute goods elsewhere and claim against the Vendor for any loss or additional expense incurred.

10.15. **Acceptance inspection and liability for non-conformance**. UiPath shall conduct an inspection of the Goods/Deliverables promptly after completion of delivery pursuant to Section of "Receipt and delivery of Goods/Deliverables". If it is discovered during the inspection set forth in the preceding paragraph that the Goods/Deliverables delivered by the Vendor do not conform to the details set forth in the Individual Agreements (a "Sale and Purchase Defect"), UiPath shall immediately notify the Vendor to the effect that Goods/Deliverables failed inspection. The Goods/Deliverables will be deemed to have passed inspection if the Vendor does not receive a notice of failed inspection set forth in this paragraph within thirty (30) days of completion of delivery pursuant to the "Receipt and delivery of Goods/Deliverables".

10.16. **Failed inspection**. Upon receipt of a notice of failed inspection set forth in the "Acceptance inspection and liability for non-conformance", the Vendor shall, at its own expense and in accordance with UiPath's instructions, promptly deliver replacement or additional Goods/Deliverables for those Goods/Deliverables that failed inspection, repair the defective Goods/Deliverables, or provide a refund or reduction in price equivalent to the price of the Goods/Deliverables that failed inspection. Until such time when replacement or additional Goods/Deliverables have been delivered, UiPath is free to continue using without payment of consideration those Goods/Deliverables that failed inspection. Furthermore, if the Vendor is unable to repair a defect in the Goods/Deliverables, UiPath may repair that defect on its own at the Vendor's expense.

10.17. **Liability period**. If the Sale and Purchase Defect is one that is not immediately discoverable even after the period set forth in "Acceptance inspection and liability for non-conformance" has passed, UiPath may still make a request to the Vendor for the measures set forth in "Failed inspection" if UiPath discovers the defect no later than six (6) months after receiving delivery of the Goods/Deliverables and notifies the Vendor to that effect without delay. The provisions of "Failed inspection" and "Liability period" do not preclude UiPath from exercising its right to claim damages or its cancellation rights due to a Sale and Purchase Defect.

10.18. Burden of risk. Any loss, breakage, defacement, deterioration, or any other damage whatsoever that arises with respect to the Goods/Deliverables prior to delivery pursuant to Section of "Receipt and delivery of Goods/Deliverables" is to be borne by the Vendor, unless attributable to UiPath, and any such damage that arises after delivery of the Goods/Deliverables is to be borne by UiPath, unless attributable to the Vendor.

11. Miscellaneous

11.1. Transfers. Vendor may not assign, delegate, transfer or subcontract any part of this Agreement without UiPath's prior written approval, except in case of a merger, consolidation, reorganization, business combination, share exchange or sale, provided however, that no such assignment will relieve Vendor from liability for performance of its outstanding obligations under this Agreement, unless the assignee undertakes such obligations.

11.2. Advertising. Vendor will not advertise or publish the transactions contemplated under this Agreement nor concluding them with UiPath, without UiPath's prior written consent and Vendor may not, without UiPath's prior written consent, use any UiPath Data and/or UiPath Trademarks in advertising, marketing, promotional and other materials. Vendor agrees not to remove any copyright or other proprietary rights notices from any copies, in whole or in part, of any of the UiPath Data which it may obtain hereunder. Nothing in this Agreement shall be construed to grant Vendor any license or other right under any UiPath Trademark or UiPath Intellectual Property Rights.

11.3. Audit. If UiPath reasonably believes that an audit is necessary to review the compliance with this Agreement, UiPath may request that an audit is conducted, either directly or via a third-party auditor provided that (a) an audit plan describing the scope, duration and start date of the audit is agreed in advance of the proposed audit date, between the Parties and the third-party auditor; (b) audits may be performed at most once per year (except if a non-compliance is reasonably suspected by UiPath) and must be conducted during regular business hours, according to Vendor policies, so as not to interfere with Vendor's business activities, and will take into consideration Vendor's confidentiality and security obligations towards third parties ; (c) confidentiality agreements are in place with the auditor and the audit results remain confidential and will not be shared with third parties unless agreed by Vendor and UiPath; (d) Vendor will be provided with the audit report at no charge, unless otherwise stated in the applicable laws; (e) audits are performed at UiPath's expense and Vendor will cooperate and assist in the performance of the audit. Additionally, if required under the applicable laws, regulations or guidelines, Vendor will grant UiPath, its customers, its auditors, competent authorities (including resolution authorities) and any third-party appointed by any of them (a) full access to all relevant business premises, including the full range of relevant devices, systems, networks, information and data used by Vendor for providing the Services, and (b) unrestricted rights of inspection and auditing related to the Agreement, to enable them to monitor the provision of the Services and to ensure compliance with all applicable regulatory and contractual requirements.

11.4. Export control. Each Party acknowledges that it may be subject to export control regulations and sanctions including (i) U.S. Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"), economic sanctions administered by the U.S Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the Export Administration Regulations (EAR) enforced by the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) enforced by the U.S. Department of State, or other regulations enforced by the U.S. Government; (ii) the European Commission regulations; (iii) the United Nations Security Council resolutions; and (iv) the Foreign Exchange and Foreign Trade Act of Japan (Act No. 228 of 1949, as amended) and other similar national or international regulations (collectively the "Export Laws"). Each Party represents that neither it, its Affiliates, or any other entities owned or controlled by the Party is (i) located, organized, or resident in a country or territory that is subject to a U.S. trade embargo (currently, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine); (ii) 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 . Each Party hereby agrees and undertakes that it shall not knowingly export or reexport any product, process or service resulting directly from this Agreement, directly or indirectly, to any country or a foreign national of a country in violation of any such Export Laws. Neither Party shall engage in activity that would cause the other Party to violate Export Laws.

11.5. Code of Conduct. UiPath maintains at https://www.uipath.com/legal/trust-and-security (or successor website), 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 Vendor to have similar policies. If Vendor learns of any violation of the standards prescribed by the Code of Conduct in connection with this Agreement, Vendor 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.

11.6. Anti-corruption. In relation to the transactions under this Agreement, 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-briery laws, including without limitation the U.S. Foreign Corrupt Practices Act of 1977, as amended (collectively, "Anti-Corruption Laws"). In connection with this Agreement, Vendor will not, directly, or indirectly, offer, promise, authorize, accept, or solicit any illegal or improper bribe, kickback, payment, gift, or thing of value. If Vendor learns of any violation of Anti-Corruption Laws in connection with this Agreement, Vendor 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.

11.7. EEO Compliance. Vendor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These

regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

11.8. 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, labor action, fire, flood, earthquake, governmental acts, orders, or restrictions. Should a force majeure event last more than ten (10) days, UiPath may immediately terminate this Agreement by way of a written notice and receive a pro-rated refund of any prepaid Fees without any liability towards Vendor as of the effective termination date.

11.9. Independent Contractor. No Third-Party Rights. Vendor represents that the Vendor Personnel deployed, whether onsite at UiPath or not, for the performance of this Agreement shall be the employees, representatives, contractors, collaborators and consultants of Vendor. Vendor and its Vendor Personnel are independent contractors and are not agents or employees of UiPath. Vendor has no authority to bind UiPath by contract or otherwise. A person or entity who is not a Party to this Agreement will have no right to enforce any of its terms.

11.10. Relief and Attorneys' Fees. Each Party may enforce this Agreement and any of its provisions by injunction, specific performance, or any other statutory or equitable relief without prejudice to any other rights and remedies that the other Party may have. The prevailing Party will have the right to recover reasonable attorneys' fees in any action brought to enforce the terms of this Agreement.

11.11. Governing Law. Venue. Jury Waiver. This Agreement is governed by (i) the laws of the State of New York if the Vendor is headquartered in the United States of America, Canada, or Mexico (ii) the laws of India if the Vendor is headquartered in India, (iii) the laws of Japan if the Vendor is headquartered in Japan, or (iv) the laws of Romania for the rest of the world, expressly excluding conflict of laws and the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA). For any dispute arising out of or relating to this Agreement, the Parties consent to the exclusive jurisdiction of the courts located in (i) the Borough of Manhattan, New York City, NY, United States of America if the Vendor is headquartered in the United States of America, Canada, or Mexico, (ii) Bangalore, India if the Vendor is headquartered in India, (iii) Tokyo, Japan if the Vendor is headquartered in Japan and (iv) Bucharest, Romania for the rest of the world. The Parties hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES WAIVES KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND INTENTIONALLY ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT.

11.12. Notices. All notices under this Agreement must be sent in writing to the addresses stated below or as otherwise notified in writing by either Party and will be effective the earlier of (i) when received by the Party or refused by the Party or (ii) the next business day in the case the notice is send by e-mail or (iii) within three (3) business days when the notice is sent via courier or registered post.

UiPath		Vendor
Compliance: legal.compliance@uipath.com	Legal: contractnotice@uipath.com	As per relevant
Privacy: privacy@uipath.com	Security: security.breach@uipath.com	SOW/signatur
Invoicing: accounts.payable@uipath.com	Procurement: procurement@uipath.com	e box

11.13. Severability. Survival. Waiver. If any provisions of this Agreement are invalidated by a court of competent jurisdiction, they will be severed, and the rest of the Agreement will remain in full force and effect. Sections of "Term & Termination", "Taxes", "Confidentiality, Privacy & Cybersecurity", "Intellectual Property", "Representations & Warranties", "Indemnity & Limitation of Liability", "Processional Services" and "Miscellaneous" (including all others that by their sense and context are intended to survive the termination or expiration of this Agreement) will survive the expiration or termination of this Agreement. Either Party's failure or delay insisting on performance of any of these Agreement terms or to exercise any of its rights or privileges will not waive any other terms, conditions, or privileges, whether of the same or similar type.

11.14. Precedence. This Agreement, and any referenced documents, constitute the entire agreement between the Parties. If there is a conflict between the terms of this Agreement, SOW, any attachments to those documents, the documents will be interpreted in the following order: (1) any SOW (2) this Agreement. Additionally, any terms or conditions submitted by Vendor (including any click-through, browse-wrap, online or shrink-wrap terms) whether presented to UiPath before, on or after the Effective Date, do not form part of this Agreement and are void and not part of this Agreement or binding on UiPath, UiPath's Affiliates and UiPath's Authorized Users.

11.15. Language. This Agreement is made only in the English language. If there is any conflict in meaning between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail. If a version of this Agreement has been drafted in a language other than English, that is for reference purpose only and the translated version is of no legal effect.

11.16. Electronic signature. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as handwritten ink signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or e-mail electronic signatures.

11.17. Counterparts. The Parties may execute this Agreement in any number of counterparts. Each counterpart is an original and all counterparts constitute one agreement binding both Parties.

Appendix A to the Agreement

Personal Data Processing Details & Transfer Description (to be read in conjunction with the UiPath Data Processing Agreement available at https://www.uipath.com/assets/downloads/procurement-dpa-c2p or successor website)

Contact person(s) details of UiPath:	privacy@uipath.com procurement@uipath.com security.breach@uipath.com contractnotice@uipath.com
Contact person(s) details of the Processor:	Vendor to add or mark as N/A if not applicable.
Purpose (reason) of Processing:	Vendor to add or mark as N/A if not applicable.
Type of Processing:	Electronically
Processing duration:	Vendor to add or mark as N/A if not applicable.
Categories of processed Personal Data:	Vendor to add or mark as N/A if not applicable.
Data Subjects (ex: employees, customers):	Vendor to add or mark as N/A if not applicable.
Data storage/ server location:	Vendor to add or mark as N/A if not applicable.
Categories of data subjects whose personal data is transferred:	Vendor to add or mark as N/A if not applicable.
Categories of personal data transferred	Vendor to add or mark as N/A if not applicable.
Sensitive data transferred	Vendor to add or mark as N/A if not applicable.
The frequency of the transfer	Vendor to add or mark as N/A if not applicable.
Nature of the processing	Vendor to add or mark as N/A if not applicable.
Purpose(s) of the data transfer and further processing	Vendor to add or mark as N/A if not applicable.
The period for which the personal data will be retained	Vendor to add or mark as N/A if not applicable.
Transfers to sub-processors	Vendor to add or mark as N/A if not applicable.
Activities relevant to data transferred under the Standard Contractual Clauses:	Vendor to add or mark as N/A if not applicable.