

General Terms of Use

These General Terms of Use are a binding agreement (the “Agreement”, as defined below) between you and UiPath (referred to as “Parties”, each a “Party”) and govern your use of our services.

From the moment you access the services we assume you have accepted the Agreement, so make sure to read it beforehand.

By accepting the agreement, you represent that you have the capacity to legally bind the customer (as defined below).

1. Defined Terms

We’ve attributed specific definitions to some of the words we use, as referenced below or in the body of the Agreement. Any URL references will include successor URLs.

- a. **“Affiliate”** is an entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
- b. **“Agreement”** means the (i) General Terms of Use, (ii) specific terms, if any, applicable to specific products, features, Content or portions of our sites (**“Specific Terms”**), (iii) UiPath’s policies available on the Trust Portal (**“Policies”**), and (iv) other references therein, all as available on our Trust Portal or made available within the applicable Service, and as amended by UiPath from time to time.
- c. **“Brand Center”** means UiPath’s online portal making available Brand Materials and the Brand Guidelines, as updated by UiPath from time to time.
- d. **“Brand Materials”** means UiPath’s brand and marketing assets made available to you, including names, logos, trademarks, service marks, trade dress, templates, images, videos, copy, campaign assets, design elements and similar materials, whether accessed through the Brand Center or otherwise provided by UiPath for promotional, marketing or co-marketing purposes.
- e. **“Brand Guidelines”** means UiPath’s brand, trademark and usage guidelines made available through the Brand Center, the Trust Portal or otherwise, including the UiPath Trademark & Copyright Use Policy, as updated by UiPath from time to time.
- f. **“Content”** means any text, images, videos, documents, audio, code, scripts, or other information made available by a party, and in case of UiPath, Badges (as defined below).
- g. **“Control”** means control of more than 50% of the voting rights or equity interests of an entity.
- h. **“Customer”** or **“You”** means any individual, or a company or organization that has, accesses, or directs the use of, an account with UiPath, or is testing or using the Services; if applicable, **“Your Users”** means your Affiliates and employees or equivalent contractors.
- i. **“IP Rights”** means patents, right to patent and file for patent, rights to inventions, copyright and related rights, trademarks, registered designs, trade secrets, trade names and domain names, rights in computer software and in databases, content, know-how, look and feel, and any other intellectual property rights or rights of a similar nature, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of such rights, as well as the rights to claim priority therefrom, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- j. **“Personal Data”** means (i) information related to an identified or identifiable natural person as defined by, as applicable, Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act (CCPA), and other applicable privacy laws (**“PII”**), (ii) protected health information, as regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (**“PHI”**), Proprietary and Confidential and (iii) cardholder data (**“CHD”**) and sensitive authentication data (**“SAD”**), as defined by Payment Card Industry Data Security Standard.

- k. **“Services”** means UiPath’s (i) software and online services, including, but not limited to, software applications, websites, portals, forums, courses, or trainings, (ii) any improvements, updates and patches thereto, (iii) any associated documentation (excluding any publicity or marketing materials) and (iv) other UiPath Content.
- l. **“Trust Portal”** means the collection of policies and other documentation available on the online portal made available by UiPath here (or successor website): <https://www.uipath.com/legal/trust-and-security>, as updated by UiPath from time to time.
- m. **“UiPath”/“we”/“us”/“our”** means the entities described below in the Agreement, dependent on your location, and their Affiliates.

2. Important

- 2.1. To use the services, you must be at least 16-years old and have full capacity to enter into a contract according to your country of residence; other restrictions may be applicable to specific services. If you use the services for your personal purposes, you are deemed the customer. If you sign on for our services on behalf of your employer/similar contractor (for instance, by using your business e-mail at registration), UiPath assumes you have the relevant power and capacity to do so, your employer/similar contractor will be deemed the customer and references to “you” will include both you as individual and the customer.
- 2.2. Unless otherwise expressly conveyed by UiPath, this Agreement applies only to free Services licensed or made available by UiPath and which are not subject to other licensing terms.
- 2.3. We reserve the right to make changes to the Services or the Agreement without notice. We will notify you of material changes by display on the Trust Portal or within the Services and the updated Agreement will be effective within 30 (thirty) days from the notification date or as otherwise specified in the notification. If you continue to use the Services after any change has taken effect, UiPath assumes that you have agreed with said change. Your only remedy for dissatisfaction hereunder is to stop using the Services.
- 2.4. For any legal notices, you can contact us using the following details (or as directed in the relevant Service). We will contact you at your registration e-mail or other e-mail we find in public sources. A notice will be considered received the next business day after being sent.

Privacy: privacy@uipath.com

Compliance and anti-corruption: ethics.compliance@uipath.com

Security: security.breach@uipath.com

Others: contractnotice@uipath.com or as per the Specific Terms or Policies

3. License and IP Rights

- 3.1. **License.** UiPath hereby agrees to provide you the right to use the Services, under a limited, non-exclusive, non-transferable, non-sublicensable and revocable license, in accordance with this Agreement and the associated documentation.
- 3.2. **IP Rights.** This Agreement does not grant either Party any rights, implied or otherwise, to the other Party’s IP Rights. Each party retains the IP Rights over its own Content and Confidential Information. Except for any rights reserved to third parties, UiPath retains all rights, title and interest, including any IP Rights in the Services, including without limitation any integrations, code, patches, materials, data, know-how, background IP Rights, workflows, or similar assistance otherwise provided to Customer.

4. Content

- 4.1. **Customer Content.** You hereby grant UiPath, without any compensation, a worldwide, unrestricted, perpetual, non-exclusive, transferable, irrevocable, sub-licensable, royalty-free, fully paid-up license to use, copy, modify, create derivative works of, distribute, publicly perform, or display, make, have made, import, export, copies of your Content for the purpose of providing the Services. You hereby acknowledge that you carry the entire liability to, and are

responsible for, having in place all needed safeguards to, protect the integrity of your Content. Depending on the Service, you and other users may have access to each other's Content.

- 4.2. Content Warranty Disclaimer.** UiPath cannot scrutinize all Content and cannot guarantee it will be free of (i) malware, contaminants, code, scripts, routines that may (a) harm your machine or systems, or (b) remove, transfer, disclose or alter any information therein, or (ii) materials you may find objectionable or inappropriate. UiPath disclaims any responsibility or liability related to third-party Content (including yours, for which you are solely liable) and reserves the right to remove it for any reason, such as for breach of the Agreement. Depending on the Service, you and other users may have access to each other's Content.
- 4.3. Customer Code.** Certain Services (e.g., on UiPath Forum) may allow you to publish Content in the form of software code (including, without limitation, programs, workflows, scripts). Unless otherwise specified by you in a clear and accessible manner, you hereby grant to UiPath and other users of the Services the rights to use the software code you publish in the Services under the Apache-2.0 license available here: <https://www.apache.org/licenses/LICENSE-2.0>. For purposes of this clause, Services excludes UiPath Marketplace, as the terms and conditions therein contain other requirements regarding the licensing of Content.
- 4.4. Back-up.** We advise you, as a best practice, to frequently back-up your Content before installing or accessing the Services on your device(s) and to take precautions as to avoid any loss when the Services will no longer be available.

5. Digital Credentials

- 5.1. Badges.** UiPath may issue digital credentials as evidence of successful completion of UiPath certification programmes, trainings or courses, or other significant achievements ("**Badges**"). Use of Badges is subject to the terms and conditions of this section.
- 5.2. Co-branded Badges.** Upon request from your organization, UiPath may issue Badges to your users, co-branded with your company name, trademark or logo. You grant UiPath a transferable, sub-licensable, royalty-free, non-exclusive, worldwide, valid for the entire duration of the rights, license to copy, incorporate, and display, as applicable, your company name, trademarks, and logos into Badges, and to distribute Badges to the users designated by you. UiPath's use of your company name, trademarks or logos does not create any ownership right therein and all rights not granted to UiPath are reserved by you. You acknowledge and agree that: (i) Badges can only be issued by UiPath; (ii) you are solely responsible for verifying your users' eligibility to receive a Badge, and UiPath is not responsible for your decision to issue a Badge to a user; therefore UiPath makes no representations or warranties of any kind regarding the academic achievement or qualifications of users in your organization; (iii) UiPath does not control the visibility or use of Badges by your users and will not be able to remove Badges after they are displayed on website or social media profiles; and (iv) UiPath will have no responsibility or liability to you with respect to the use of Badges by your users.
- 5.3. User Badges.** If UiPath issues a Badge to you, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable, valid for the duration of your certification, worldwide, royalty-free license to use, incorporate and display the Badge (and the UiPath names, trademarks or logos included in the Badge) on your websites and social media profiles to certify your achievements, in accordance with the UiPath Trademark & Copyright Policy and any acceptable use guidelines communicated by UiPath to you. You agree to comply such guidelines and to promptly cease any use of the Badge issued by UiPath to you if you fail to remedy any non-compliance notified to you by UiPath. You understand that your failure to comply with this section may trigger the revocation of your certification.

6. Brand Center and Brand Materials

- 6.1. Access.** UiPath may make the Brand Center and Brand Materials available to you to support the marketing, promotion and co-marketing of UiPath Services and your relationship with UiPath. Access may be granted, limited, suspended or withdrawn by UiPath at any time at its discretion.
- 6.2. License.** Subject to your compliance with this Agreement and the Brand Guidelines, UiPath grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, worldwide license, valid for the duration of this Agreement, to access and use the Brand Materials solely for the purposes authorized by UiPath and strictly in

accordance with the Brand Guidelines. You may not modify the Brand Materials except as expressly permitted by the Brand Guidelines.

- 6.3. Restrictions.** You will not use the Brand Materials: (i) in any way that is misleading, disparaging, unlawful or that implies a partnership, endorsement, certification or affiliation that does not exist; (ii) in or alongside content that is offensive, infringing or that damages UiPath's reputation or goodwill; (iii) to register or attempt to register any trademark, domain name, trade name or social media handle incorporating or confusingly similar to any UiPath name, logo or trademark; or (iv) in any manner not expressly authorized by the Brand Guidelines.
- 6.4. Ownership and goodwill.** UiPath retains all rights, title and interest, including all IP Rights, in and to the Brand Center and the Brand Materials. No rights are granted other than the limited license expressly set out above, and all goodwill arising from your use of the Brand Materials inures solely to UiPath. You will not contest the validity or ownership of any UiPath trademark or Brand Material.
- 6.5. Quality control and changes.** You will use the Brand Materials in a manner that preserves UiPath's quality standards and, on request, provide UiPath with samples of your use for review, if the case. UiPath may update, replace or withdraw any Brand Materials or the Brand Guidelines at any time, and you will promptly implement any required change and promptly cease any use UiPath identifies as non-compliant or problematic.
- 6.6. Effect of termination.** On termination of this Agreement or on UiPath's request, you will immediately cease all use of the Brand Center and Brand Materials and delete or remove all copies in your possession or control.

7. Privacy and Security

- 7.1. Contract performance.** You might share some PII with us strictly for the purpose of performance under the Agreement, which we will handle in accordance with our Privacy Policy and our privacy and security practices available on the Trust Portal.
- 7.2. Data Processing.** Use of the Services does not require Personal Data and you must entirely avoid or minimize the use of such data. Please mind that you are responsible for assessing compliance and comply with the privacy laws applicable to you when using the Services, including, without limitation, informing (and where relevant, obtaining the consent of) the data subject, in accordance with the GDPR and other applicable privacy laws. If use of PII is necessary within certain Services and, to the extent such PII is disclosed to, accessed by, or stored by, UiPath, then UiPath will act as data processor on your behalf, under the GDPR, and the data processing agreement (DPA) available on the Trust Portal will apply.
- 7.3. Data Restrictions.** You must not share PHI or PCI with UiPath and must refrain from using PHI or PCI with UiPath-hosted Services. Moreover, if you reside in Greater China or in locations where transfer of data outside your location is prohibited or conditioned by certain formalities which UiPath cannot ensure, you are not allowed to use any Personal Data with UiPath-hosted Services or otherwise share it with UiPath.

8. Fees and Refunds

- 8.1. Fees.** Certain Services may be subject to a fee, as provided in the applicable Specific Terms. Unless otherwise expressly agreed by UiPath, all payments are due 30 (thirty) days from the date of the invoice. Should you fail to pay, UiPath may collect the fees using alternative collection mechanisms. UiPath reserves the right to change its fees at any time at its sole discretion. Any change will be effective immediately upon publication through the relevant Services or in their Specific Terms.
- 8.2. Refunds.** Except as expressly permitted by UiPath in writing or as explicitly stated as part of the sign-up process for a Service or in a specific arrangement, UiPath will not provide refunds or vouchers for any Services.

9. Warranties

- 9.1. No Warranties.** The Services as well as the Brand Center and Brand Materials are provided on an "as-is" and "as available" basis. Neither UiPath, nor its affiliates, licensors, suppliers, their officers, employees or agents ("UiPath

parties”), make any warranty of any kind (express, implied, statutory or otherwise) in relation to Services as well as the Brand Center and Brand Materials and, to the maximum extent permitted by applicable law, UiPath specifically disclaims all warranties, including availability, service uptime, merchantability, fitness for a particular purpose or non-infringement or ability of the services to integrate or interoperate with other technologies. Unplanned system outages may occur and UiPath does not warrant the services will run uninterrupted or error free. UiPath disclaims all liability for harm or damages caused by any third-party licensor or any third-party content. Customer bears the entire risk as to the use of the services.

- 9.2. Your Warranties.** You represent and warrant at all times that: (i) you have all necessary rights and title to enter into the Agreement and to perform your obligations hereunder; (ii) you and your users will use the Services in strict accordance with the Agreement and with all applicable legislation; (iii) you have obtained all rights, permissions and/or consents necessary for the lawful use of your Content and the operation of the Services, including and without limitation, in relation to any third-party software or products you may use in conjunction thereof (iv) no part of your Content infringes or otherwise conflicts with any third-party rights. You expressly agree that the use of the Services and Content is at your sole risk.

10. Liability

- 10.1. Exclusions.** To the maximum extent permitted by applicable law, in no event will UiPath Parties be liable for any special, indirect, moral, consequential, incidental, punitive or exemplary damages, the use or inability to use the services, computer malfunction or failure, server down time, failure of the services to operate with other programs, loss of profits, reputation, use or revenue, loss or corruption of data, or interruption of business, regardless if the UiPath Party was aware of the likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise. For the avoidance of any doubt, under no circumstances may any UiPath Party be liable for any claims of any kind and nature that may be asserted, granted, or imposed against, directly or indirectly, arising from, or in connection with, your Content, your failure to comply with the Agreement or use of your account.
- 10.2. Limitation of Damages.** Your exclusive remedy against any UiPath Party, for each and all claims, actions, proceedings and damages (individually and together), arising out of, or in connection with, the Agreement, and including where the warranty exclusions above are not valid or permitted under the applicable law, is limited up the higher of (i) 100 (one hundred) USD or (ii) the value of the consideration you paid for the month during in which the loss or breach occurred. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses and even if UiPath knew or should have known about the possibility of the damages or the likelihood of their occurrence.
- 10.3. Indemnification.** You will indemnify any UiPath Party, defend, and hold them harmless, against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of, or relating to any claims based on, (i). your, and your users' use or attempted use of the Services in violation of the Agreement; (ii). your violation of the applicable law or rights of any third party; (iii). your Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights; (iv). and (v) any Badge being misleading or otherwise incorrectly issued at your request to users in your organization; and (vi) your use of the Brand Center or any Brand Materials in breach of this Agreement or the Brand Guidelines.

11. Compliance

- 11.1. Acceptable Use.** You will abide by the Agreement including the Policies available on the Trust Portal, including without limitation to, the Acceptable Use Policy. You may only allow your users (which, should UiPath expressly allow it, will include your clients), to use the Services and solely for your direct beneficial business purposes, limited to the license scope hereunder, causing them to comply with the Agreement. You are liable towards UiPath for their acts and omissions as if they would be yours. Upon request from UiPath, you will provide UiPath with details and use reports of all your users. The use of any data extracted from UiPath's websites or any of the underlying systems for the purpose of training machine learning models is strictly prohibited unless previously and expressly permitted by UiPath in writing.

- 11.2. Dependencies.** The Services may contain, or may be enjoined by, third party components including open-source code, which are subject to their own terms and conditions, as detailed on UiPath's website. If you use the Services in conjunction with third-party data, products, services, platforms, etc., then you must comply with the terms and conditions required by such third-party providers, and you will be carrying the entire risk to such use.
- 11.3. Export Control.** You acknowledge the Services may be subject to export control regulations and sanctions including 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 Services. You represent and undertake that you, your Affiliates or users (i). are not named 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 "**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, reexport, import, sell, provide, release or transfer the Services (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 us or our Affiliates to be in violation of Export Controls and Sanctions, and (vi). will not use or provide the Services 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 Services, 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.
- 11.4. Audit.** If you are a business, company, or organization, UiPath may, at its expense, verify that your use, access, installation, or deployment of the Services comply with the Agreement. Upon request, you will provide UiPath with details and use reports of all your users. Additionally, no more than once every 12 (twelve) months, UiPath may perform the verifications onsite, either directly or by appointing a sub-contractor, and you agree to provide all the required assistance and support. If the verification discloses a non-conformity, you will immediately address it. If there are any underpaid fees for payable Services which exceed 5% of the regular value thereof, then you will also pay for the audit costs.
- 11.5. Confidentiality Obligations.** Either Party or its Affiliates (the "**Discloser**") may exchange information with the other Party or its Affiliates (the "**Recipient**") for the purpose of the Agreement which will be deemed confidential if it's marked confidential or would normally under the circumstances be considered as such ("**CI**"). CI does not include information that is independently developed by the recipient, rightfully given to the recipient by a third party without any confidentiality obligations or becomes public through no fault of the recipient. The recipient will treat the CI with no less than reasonable care and will only use the CI for the purpose and for the duration of the [relationship](#) under the Agreement. The recipient may only disclose CI: (i) under a written and signed permission document from the discloser, or as necessary to comply with applicable law or valid order of a court of law or other governmental body, only if the recipient promptly notifies the discloser of the required disclosure and takes measures or provides assistance to prevent or limit the disclosure or (ii) to its Affiliates, employees, agents, investors or professional advisors, who need to know the CI for the purposes of this Agreement and who are bound by confidentiality obligations at least as restrictive as in this section. UiPath may disclose your CI without notice if it reasonably believes necessary to protect the rights or safety of UiPath, its customers, partners, or the public. For the avoidance of doubt, the Services are considered UiPath CI.
- 11.6. Report Abuse.** If you suspect a breach of the Agreement, you can notify us at contractnotice@uipath.com, with the subject: "*Report Abuse Terms of Use*" and by including at least the following:

- a. physical or electronic signature of the owner of an exclusive right allegedly infringed or his authorized representative;
- b. brief description of the breach (plus link to the account of the breaching user and the relevant materials);
- c. name, address, telephone number, and email address of the complaining party;
- d. statement that the complaining party has a good faith belief that use of the material in the manner complained of is not lawful or authorized by the copyright owner or its agent; and
- e. statement declaring that the information in the notification is accurate and, under penalty of perjury, that the complaining party is either the owner of, or an authorized representative of the owner of, an exclusive right that is allegedly infringed,

and if UiPath finds the allegations to be correct, it may remove the offending content, warn the user who posted the Content, and/or temporarily or permanently suspend or disable that user's account.

12. Entity and Dispute Resolution

- 12.1. Governing Law.** This Agreement is governed by the laws indicated below, depending on your domicile/headquarters, without regard to conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement.
- 12.2. Amicable settlement.** Parties agree, as a prior condition for any claim, to settle amicably any dispute arising out of or relating to this Agreement within 90 days from the applicable notice. To the maximum extent permitted by applicable law, the party not complying with this section, will cover, as applicable, the litigation of arbitration costs of the other party, irrespective of the outcome.
- 12.3. Arbitration Agreement for Customers in NAMER.** If you are established in NAMER, disputes 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 to prevent irreparable harm or to enjoin any intellectual property rights misuse in front of the competent courts.
- 12.4. 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 this agreement.

Customer	UiPath Entity	Governing Law	Venue
United States of America, Canada or Mexico (NAMER)	UiPath Inc., at One Vanderbilt Ave., 60th floor, New York, NY, 10017	New York law	New York, State of New York, United States of America
Rest of the world	UiPath SRL, at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania	Romanian law	Bucharest, Romania

- 12.5. Statute of Limitation.** To the extent permitted by applicable law, any cause of action arising out of or related to the use of the Services or the Agreement must be filed within 1 (one) year after such cause of action arose. Any cause of action which is not filed within such period will be precluded by this provision is permanently barred.

13. Termination

- 13.1. Term.** The Agreement is effective from the date the Customer accesses or installs the associated Services for the entire duration of the license term indicated by UiPath and until terminated in accordance herein. Upon termination you must delete all copies or any output of the Services, at your expense.
- 13.2. Termination for convenience.** You may stop using the Services and terminate your account at any time, however this will not relieve you of any obligation to pay any outstanding fees (if applicable). We may change or discontinue, or terminate your use of, the free Services at any time. In respect of paid Services, we will provide you with reasonable notice in advance.
- 13.3. Material termination.** We may immediately, and without notice, terminate, suspend your right to use and access the Services, the Brand Center, Brand Materials, or delete your account, if: (i) we have a reasonable suspicion that you have breached or attempted to breach this Agreement or the applicable law; (ii) provision of the Services is deemed unlawful or infringes any third-party right; (iii) if applicable, you fail to pay the Services fees in due time; (iv) there has been an extended period of inactivity in your free account, or as otherwise regulated under the Specific Terms.

14. General

- 14.1. Feedback, Independent Development, Residuals.** You acknowledge that if you provide any suggestions or feedback to UiPath, you do so voluntarily and UiPath will be entitled to use any of it, in any way and for any purpose in relation to its business. UiPath is not bound by any confidentiality duty with respect to such feedback, except for an obligation not to publicly identify you as the source of the feedback. Parties agree that nothing in this Agreement will limit or restrict UiPath's right to (i) develop directly or indirectly any components that may be similar or may perform similar to any of your IP Rights generated pursuant to usage of the Services, (ii) develop or acquire products, for itself or others, that compete with the products, systems, or methods developed by the you, subject to confidentiality obligation hereunder, and (iii) use any general information, ideas, concepts, know-how, processes, techniques, programming routines and subroutines, methodologies, processes, skills, or expertise which are retained in the unaided memory of UiPath's employees. UiPath or its Affiliates may use technical, usage and other telemetry data from your use of the Services and your Content for the purpose of providing improvements, developing software and services, improving resource allocation and support, internal demand and product planning, verification of security and data integrity, training machine learning algorithms, and identification of industry trends and developments, including creation of indices and anonymous benchmarking.
- 14.2. Support and Maintenance.** Generally, we do not provide strict support and maintenance levels for free Services; exceptions are expressly communicated, either in the Service itself or in the Support terms available on the Trust Portal. You may ask for support on UiPath Forum available here: <https://forum.uipath.com/>. UiPath-managed Services are maintained through regular automatic updates, which you may not impede or disable.
- 14.3. Entire Agreement and Interpretation.** In case of inconsistencies between the General Terms of Use and any Specific Terms, the latter will prevail with respect to the appropriate Services and in the limits of the conflict. UiPath, its licensors and their Affiliates reserve all rights not expressly granted in the Agreement. UiPath Affiliates, its licensors and their Affiliates are third-party beneficiaries of the Agreement and are entitled to enforce them.
- 14.4. Change of Control.** You must notify us with 30 days prior to you or your Affiliates (i). being acquired by, selling substantially all of the assets to, merging with, or changing the control in favour of, a direct competitor of ours, or (ii). changing your main object of activity into a business competing with us.
- 14.5. Non-Assignment.** You may not assign or otherwise transfer this Agreement or your rights and obligations under the Agreement, in whole or in part, without UiPath's written consent and any such attempt will be void. UiPath may transfer its rights under this Agreement to a third party, in which case this Agreement will be updated and made available on the UiPath website.
- 14.6. Publicity.** If you're a legal entity, you hereby grant UiPath a transferable, sub-licensable, royalty-free, non-exclusive, worldwide, valid for the entire duration of the rights, license to copy, host, store, distribute, publicly perform, display, incorporate into other works and otherwise use the trademarks, service marks and logos included in your Content, in

our marketing materials, for the purpose of promoting our Services and events. Subject to this Agreement and solely in compliance with the UiPath Trademark & Copyright Use Policy and UiPath's requirements, you may use the appropriate UiPath names, logos and trademarks. You must promptly cease any use of UiPath trademarks identified by UiPath as problematic. You also agree not to contest the validity of ownership of any UiPath trademarks. All goodwill arising from use of a Party's trademarks inures to that Party alone.

Your use of UiPath's brand and marketing assets is further governed by the Brand Center and Brand Materials section above.

- 14.7. Unusual Clauses.** You hereby expressly acknowledge and accept the provisions of the agreement, including and without limitation to following sections and the clauses contained therein: binding agreement, important, license and ip rights, content, digital credentials, privacy and security, fees and refunds, warranty and liability, termination, compliance, report abuse, choice of law and dispute resolution, feedback, independent development, residuals.
- 14.8. Survival.** Any and all provisions that, by their content, are intended to apply beyond, the performance, non-renewal or termination of the Agreement will survive any termination hereunder (whether or not so expressly stated).

We will notify you of material changes by display on the Trust Portal or within the Services and the updated Agreement will be effective within 30 (thirty) days from the notification date or as otherwise specified in the notification. If you continue to use the Services after any change has taken effect, UiPath assumes that you have agreed with said change. Your only remedy for dissatisfaction hereunder is to stop using the Services.