UiPath Developer Agreement

This Agreement is a binding agreement between You and UiPath (as defined below, each a "**Party**" and together the "**Parties**") as of the date You sign or accept this Agreement or otherwise access or use the Tools within the scope herein ("**Effective Date**"). If You are an individual accepting this Agreement on behalf of Your company, organization, or other entity (for example, as an employee), then "You" means Your entity and You are binding Your entity to this Agreement. For purposes of clarity, You may not accept this Agreement on behalf of an entity unless You are an employee or other authorized agent of such entity with the right, power, and authority to act on behalf of such entity. Your right to use the Tools is subject to Your acceptance and continued compliance with this Agreement. If You do not accept this Agreement, You may not use the Tools.

The Agreement applies, as indicated by Us, only within certain UiPath programs, services or as otherwise explicitly provided by Us.

1.   Defined Terms. Terms used with capital letters have the meaning prescribed below or within the body of the Agreement.

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

"**Agreement**" means this Developer Agreement, together with the Policies and any documentation referenced or attached herein.

"**API**" means the publicly available and publicly documented application programming interface of the UiPath Software, provided by UiPath, including API Materials and any related Documentation that UiPath makes available to enable Your use of the API within the scope of this Agreement.

"**API Materials**" means software development kits, sample code, software templates or other material, and any related Documentation made available by UiPath for use of the UiPath API within the scope of this Agreement.

"**Covered Parties**" means UiPath, its Affiliates, and each of their respective officers, directors, employees, representatives, and contractors.

"**Developer**" or "**You**" means any individual or a company or organization that uses the Tools for the purpose of creating the Developer Application; "**Your Users**" means Your Affiliates and employees or equivalent contractors.

"**Developer Application**" means any software application or service that You develop or modify, based on the API Developer Tools, to interact with the UiPath Software.

"**Developer Application Client**" or "**Client**" means each individual or entity who uses the Developer Application, directly or indirectly, for their own benefit.

"**Development Tools**" or "**Tools**" means the API and API Materials.

"**Documentation**" means official user manuals and written materials.

"**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, in databases and 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.

"**OSS**" means any software component that is governed by a license commonly referred to as open source, free software, copyleft, or community source code license, including the GNU General Public License, the GNU Lesser General Public License, or the Mozilla Public License.

"**Personal Data**" means (i) information related to an identified or identifiable natural person as defined by, as applicable, Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act (CCPA), and other applicable privacy laws ("**PII)**, (ii) protected health information, as regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) ("**PHI**"), and (iii) payment card information, as defined by Payment Card Industry Data Security Standard ("**PCI**").

"**Policies**" means the Acceptable Use Policy, the Privacy Policy, and other applicable additional terms and policies available on the Trust Portal and/or the UiPath website, as may be modified from time to time.

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

"**Trust Portal**" means the collection of Policies made available and amended by Us from time to time at http://uipath.com/legal/trust-and-security (or successor website) and integrated by way of reference in this Agreement.

"**UiPath**" or "**We**"/"**Us**/"**Ours**" means the UiPath entity entering into this Agreement, as described in the Venue section.

"**UiPath Software**" means (i) any software products developed by or for Us and/or Our Affiliates together with all new versions, modifications, updates, patches, improvements, enhancements, extensions, or similar derived works thereto; (ii) any complete or partial copies of the foregoing; (iii) Documentation, (iv) derived works of all the foregoing, but (b) excluding open source software components, each of which has its copyright notice and license included in the license file.

2. License and IP Rights

2.1. **API Development License.** Subject to the terms and conditions of this Agreement, We grant You a limited, revocable, non-exclusive, non-sublicensable, non-transferable, non-assignable license to access and use the Tools (i) to develop, test and support Your Developer Application, and (ii) to enable Developer Application Clients to connect to and communicate with the applicable UiPath Software. If any API Materials are provided by Us under other licensing terms, such terms will prevail over the Agreement.

2.2. **UiPath Software License.** Your use of the UiPath Software is subject to your end user licensing agreement concluded with Us, as further described in the Trust Portal. This Agreement does not grant You any rights with respect to the UiPath Software. Except as otherwise provided by Us, in order to use the Tools, You must have a valid license to the UiPath Software associated with the API you wish to use.

2.3. **Trademarks.** Subject to Your compliance with this Agreement, We grant You a royalty-free, non-exclusive, non-transferable, non-sub-licensable, revocable, worldwide license for the Term to use Our Trademarks in accordance with Our Trademark and Copyright Use Policy available on the Trust Portal solely to indicate the Developer Application or parts thereof as interoperable with the Tools or the UiPath Software. You grant Us the right to use Your company name and Trademarks as necessary to identify Your Developer Application and to promote the UiPath Software and/or the Tools.

2.4. **IP Rights.** You acknowledge that We and Our licensors retain all IP Rights in and to the Tools and this Agreement does not operate as a transfer of title of the Tools. The Parties acknowledge and agree that, excluding UiPath's IP Rights over the Tools referenced or incorporated in the Developer Application, You retain all IP Rights in the Developer Application. Neither Party will take any action inconsistent with such title and ownership nor will challenge or take any action which interferes with the other Party's IP Rights. Neither Party will directly or indirectly use, register or attempt to register the other's Trademarks or parts thereof, or any name confusingly similar to such Trademarks, unless as explicitly authorized by the other Party.

2.5. **Feedback.** You acknowledge that if You provide any suggestions or feedback to Us within the scope of this Agreement, You do it voluntarily and without any obligation of confidence on Us in relation thereto, and We will be entitled to use them in any way and for any purpose, without any compensation to You.

3. Data Collection and Sharing

3.1. **Data Collection.** We may collect, store and use information related to Your Users (including sensitive data, as defined by Regulation (EU) 2016/679 (GDPR) and other applicable privacy laws) as necessary for this Agreement and by complying with the applicable privacy laws. We process Personal Data as described in Our Privacy Policy available on the Trust Portal. You will inform Your Users regarding the processing of their Personal Data, in accordance with the applicable laws.

3.2. **Data Processing.** If any of the Parties would at any time act as a data processor on behalf of the other Party during the performance of this Agreement, the Parties will enter into a data processing agreement in accordance with the GDPR or equivalent. If the API is part of the UiPath Software and cannot be used independently from the UiPath Software, the Parties may rely on a data processing agreement in effect and applicable to the UiPath Software associated with the relevant API.

3.3. **Data Use Consent.** We and Our Affiliates may collect and use technical information or data gathered from Your use of the Tools. We may use this information solely to improve Our products or to provide customized services or technologies to Our customers and will not disclose this information in a form that personally identifies You, Your Users or Your Clients.

4. Representations and Warranty Disclaimers

4.1. **Limited Warranties.** Each Party represents and warrants to the other Party that (i) it has the right to enter into, and to grant all rights as provided in, this Agreement, (ii) this Agreement constitutes a valid binding obligation of such Party, enforceable

against it in accordance with its terms and does not conflict with or violate any agreements such Party has with any third party; and (iii) will comply with all applicable international, federal, state and local laws and regulations in performing its duties hereunder.

4.2. **Developer Warranties.** You represent and warrant on behalf of Yourself and Your Users that:

(i)   You hereby acknowledge that the Tools 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 agree to comply with all Export Controls and Sanctions related to access to and use of the Tools. You represent and warrant that You, Your Affiliates and employees: (i) are not identified on any Export Controls and Sanctions list of restricted parties, including, but not limited to, the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identifications List, maintained by OFAC, or the Entity List, Denied Persons List, or Unverified List, maintained by BIS (collectively, the "**Prohibited Party Lists**"); (ii) are not located, organized, or resident in any of the countries and territories subject to U.S. trade embargoes (currently, Crimea, Cuba, Iran, North Korea, and Syria) (each an "**Embargoed Country**"); (iii) are not 50 percent or more owned or controlled by, or acting on behalf of, one or more parties identified on a Prohibited Party list; (iv) will not knowingly use, export, re-export, import, sell, provide, release or transfer Tools (or any part or 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 Tools for any purposes prohibited under applicable law, including to support any nuclear, chemical, or biological weapons proliferation, or missile technology. You acknowledge that We may cease to provide the Tools, 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.

(ii)   You will, and will require Your Users to, (i) comply with all laws applicable to the creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Data, as well as all other applicable regulations and directives, and (ii) implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and such security measures must be at minimum in accordance with recognized industry practice for the protection of Personal Data.

4.3. **WARRANTY EXCLUSIONS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DO NOT MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE TOOLS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY THAT THE TOOLS WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. COVERED PARTIES SPECIFICALLY DO NOT WARRANT THAT (I) THE TOOLS WILL FUNCTION IN COMBINATION WITH ANY THIRD-PARTY SOFTWARE; (II) THAT THE OUTPUT OF THE TOOLS WILL BE ERROR-FREE, ACCURATE, RELIABLE, COMPLETE OR UNINTERRUPTED; (III) THAT ANY OR ALL ERRORS OR DEFECTS IN THE TOOLS WILL BE CORRECTED; OR (IV) THAT TOOLS IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. YOU WILL USE THE TOOLS AT YOUR OWN RISK. WE RESERVE THE RIGHT TO TERMINATE, SUSPEND, OR MODIFY, IN ANY MANNER AND IN OUR SOLE DISCRETION, THE TOOLS, IN WHOLE OR IN PART, WITH OR WITHOUT NOTICE. MODIFICATIONS MAY AFFECT YOUR DEVELOPER APPLICATION AND MAY REQUIRE YOU TO MAKE CHANGES TO YOUR DEVELOPER APPLICATION AT YOUR OWN COST TO CONTINUE TO BE COMPATIBLE WITH THE API OR OTHER ASPECTS OF THE TOOLS.

5. Indemnification and Limitation of Liability

5.1. **Indemnification.** You will indemnify, defend the Covered Parties and hold them harmless against any and all claims made by any third party and all related losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from (i) any claims that the Developer Application violates, misappropriate or infringe upon their or a third-party's IP Rights or (ii) Your breach of this Agreement. You will have no authority to enter into any settlement or compromise on Our behalf without Our prior written consent.

5.2. **Equitable Relief.** Each Party acknowledges that a breach by a Party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching Party irreparable damage, for which the award of damages may not be adequate compensation. Consequently, the non-breaching Party may seek an action to enjoin the breaching Party from any and all acts in violation of those provisions without the necessity of posting a bond, which remedy will be cumulative and not exclusive, and a 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 the non-breaching Party may be entitled at law or in equity.

5.3. **DAMAGES EXCLUSION.** UNLESS PROHIBITED BY APPLICABLE LAWS AND EXCEPT FOR ACTS OF FRAUD OR WILLFUL MISCONDUCT, COVERED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, MORAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, THE USE OR INABILITY TO USE THE TOOLS, COMPUTER MALFUNCTION OR FAILURE, SERVER DOWN TIME, FAILURE OF THE TOOLS TO OPERATE WITH OTHER PROGRAMS, LOSS OF PROFITS, REPUTATION, USE, OR REVENUE, LOSS OR CORRUPTION OF DATA, OR INTERRUPTION OF BUSINESS (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY), IRRESPECTIVE OF WHETHER THE COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES MAY THE COVERED PARTIES BE LIABLE FOR ANY CLAIMS THAT MAY BE ASSERTED, GRANTED OR IMPOSED AGAINST, ARISING FROM, OR IN CONNECTION WITH, THIRD-PARTY SERVICES, OR DATA IMPORTED INTO OR USED IN CONJUNCTION WITH THE TOOLS.

5.4. **LIABILITY CAP.** UNLESS PROHIBITED BY APPLICABLE LAWS AND EXCEPT FOR ACTS OF FRAUD OR WILLFUL MISCONDUCT AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREUNDER, THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS (INDIVIDUALLY AND TOGETHER) UNDER, OR RELATING TO, THIS AGREEMENT WILL NOT EXCEED USD 100 (ONE HUNDRED DOLLARS) OR (II) THE AMOUNT AWARDED IN A FINAL DECISION BY THE COMPETENT COURT OF LAW (INCLUDING REASONABLE ATTORNEYS' FEES). THIS LIMITATION APPLIES WHETHER THE CLAIM ARISES FROM CONTRACT, NON-CONFORMITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

6. Compliance

6.1. **Acceptable Use.** You will use the Tools in accordance with this Agreement, the Policies and the Documentation. Without prejudice to the generality of the foregoing and to the greatest extent permitted by the applicable law, You will not:

(i)   exceed the scope of the license granted hereunder, or circumvent any technological protection measures set by Us to control access to the Tools;

(ii)   distribute, lease, license, sublicense or otherwise disseminate, or grant any other rights over, the Tools to any third-party;

(iii)   remove any copyright notices, legends and proprietary marking on any copy of the Tools;

(iv)   modify, create derivative works from, disassemble, decompile, reverse engineer, or otherwise reduce the Tools or any portion of it to human-readable form, except to the extent expressly permitted under applicable law and if it is essential to do so for the purpose of achieving interoperability of the Tools with another software program, and provided that You have first requested Us to provide the information necessary to achieve interoperability via a written notice with at least 90 (ninety) days advance and We have not made such information available;

(v)   use or encourage others to use the Tools (a) to inspect or analyze the Tools, UiPath Software or any outputs thereof for benchmarking purposes, (b) for the purpose of designing, modifying, creating a derivative work or creating any program that performs functions similar to the functions performed by the Tools or the UiPath Software, (c) to acquire any technical specifications and gain a competitive technological or business advantage, (d) to misappropriate or infringe any rights or violate any laws or contracts, (e) to access, tamper with or use non-public areas of any systems of UiPath, its Affiliates or their authorized users, (f) to perform any type of security testing, including, but not limited penetration testing of the Tools and/or UiPath Software; or (g) other than solely as necessary for the exercise of Your rights under this Agreement;

(vi)   use any part of the Tools as a standalone program or in any way independently from the Tools or the UiPath Software;

(vii)   except as explicitly permitted by Us, include the Tools, or any part therein, in other products or services;

(viii) make any representations, warranties, or guarantees to Clients or other third-parties concerning the Tools or the UiPath Software that are inconsistent with, or in addition to, those made expressly in this Agreement and the Documentation; and

(ix)   use any deceptive, misleading, misrepresentative, illegal, or unethical practices that may be detrimental to Us, the UiPath Software or Our business.

6.2. **Developer Application.** At all times You will comply with the following requirements regarding the Developer Application:

(i)   As reasonably requested by Us, You will submit the Developer Application to Us for approval, which We will grant or deny in Our sole discretion;

(ii)   The Developer Application is made available to Clients subject to an appropriate end user license agreement, including an adequate privacy policy, and support and maintenance policy.

(iii)   The Developer Application requires each Client to: (i) have a separate UiPath license; and (ii) sign into the UiPath Software with such Client's own, unique, valid UiPath license or account credentials;

(iv)   The Developer Application does not permit bypassing of any licensing restrictions applicable to Tools or the UiPath Software;

(v)   The Developer Application informs each Client that, where applicable: (i) the Developer Application accesses or stores data using the UiPath Software and/or the Developer Application, and (ii) such use of and storage of data is subject to the then current UiPath Privacy Policy;

(vi)   The Developer Application will not request credentials for the UiPath Software from any Client, other than to authenticate the Client with the UiPath Software;

(vii)   Any data passing from the UiPath Software or Developer Tools through the Developer Application must take place in response to a Client request, or prior authorization or consent of a Client, and must be relevant to the scope and purpose of the Developer Application;

(viii) The Developer Application does not use, in any manner not authorized by a Client, or mine, or analyze, any content transmitted to, retrieved from, or stored in, the UiPath Software (including, but not limited to, through spiders, robots, crawlers, data mining tools, scrapers, or services employing any such means);

(ix)   The Developer Application does not circumvent any UiPath security measures, storage restrictions, or content filtering devices;

(x)   The Developer Application operates in a manner that is consistent with UiPath's then current UiPath Software and/or Tools licensing or web service rate limitations and does not use or affect the UiPath Software and/or Tools in any manner that could damage, disable, overburden, or impair the UiPath Software and/or Tools or their functionality, or negatively affect or interfere with Clients' use and enjoyment of the UiPath Software and/or Tools, or disrupt the normal flow of traffic to any UiPath Software and/or Tools, website, or service;

(xi)   The Developer Application does not include any viruses, worms, Trojan horses, time bombs, and other harmful or malicious code, scripts, agents, files, or programs;

(xii)   The Developer Application is not branded as a product provided by Us and does not suggest in any manner that the Developer Application is endorsed or supported by Us;

(xiii) The Developer Application does not include any OSS in any way that could (i) create, or purport to create, obligations on the part of UiPath with respect to the Tools or UiPath Software; (ii) grant, or purport to grant, to any third party, any rights to or immunities under UiPath's IP Rights in the Tools or UiPath Software; or (iii) cause, or be interpreted or asserted to cause, UiPath, or the Tools or UiPath Software, or any part thereof, to become subject to the terms of any OSS license.

6.3.   **Confidentiality.** Before or after the Effective Date Parties or their Affiliates may exchange information under this Agreement which will be deemed confidential if disclosed in any form or manner, marked or reasonably considered confidential or proprietary, including information relating their research, activities, products, software, services, data, techniques, strategies, personnel information, processes, this Agreement, etc. ("**CI**"). CI excludes any information that (i) is or becomes public, through no fault of the recipient; (ii) was rightfully acquired by or already known to the recipient without an existing, or by breaching a, confidentiality obligation; or (iii) is independently developed by the recipient without the use of discloser's CI (the burden of proving evidence of such independent development will rest with the Party claiming it). The receiving Party will treat the CI with no less than reasonable care and will not use or disclose CI to anyone, except to its authorized representatives, advisors or consultants, who need to know the CI for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as in this section. The receiving Party may disclose CI solely: (i) under a written and signed permission document from the disclosing Party, (ii) as necessary to comply with applicable law or valid order of a court of law or other governmental body, only after promptly notifying the disclosing Party of this and providing assistance to prevent or limit the disclosure, or (iii) to its existing or potential investors and public or private authorities or institutions having competence over it. Unless otherwise agreed by the Parties and except for CI that is required to exercise a right or perform an obligation under, or surviving, this Agreement, upon (a) the disclosing Party's request, or (b) termination or expiration of this Agreement, each Party will return or destroy (and certify such destruction) the CI of the other Party, and all copies thereof, in its possession. The receiving Party may keep automatically generated copies which may still exist on servers and in back-up repositories provided that it will make no further use of those copies.

6.4. **Anti-Bribery.** In relation to the transactions hereunder, each Party confirms that it has not nor will accept any compensation that may violate the applicable laws, and will not promise, offer, receive, request, or authorize any payment to be used as bribe, kickback or corrupt practice, exceeding reasonable gifts/entertainment provided in the ordinary course of business.

6.5. **Third-Party Access.** You may allow Your Users to access and use the Tools solely for Your internal business purposes, provided that (i) You ensure that Your Users comply with the terms of this Agreement, and (ii) You are liable towards Us as if their acts and omissions would have been Your own. Upon reasonable request, You will provide Us with information about, and use reports of, Your Users.

7. Term and Termination

7.1. **Term.** This Agreement begins upon Your access to the Tools and continues until Your use of the Developer Tools ceases (including, but not limited to, as a result of termination in accordance with this Term and Termination section) ("Term").

7.2. **Termination.** UiPath reserves the right to terminate this Agreement (a) for any reason, including legal requirement, with or without notice, (b) if You breach any provision of this Agreement (i) and do not cure such breach within fifteen (15) days after written notice of the breach, or (ii) immediately in Our discretion in case of a wilful or significant breach, or if the license agreement for the relevant UiPath Software ceases.

7.3. **Effect of Termination**. Upon termination, You must cease using the Tools and UiPath Trademarks and, at Our request, return or destroy all Confidential Information.

8. Entity and Dispute Resolution

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

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

8.3. **Arbitration Agreement for NAMER.** Disputes with Developers in NAMER will 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 given 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 IP Rights misuse in front of the competent courts.

8.4. **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 defense of an inconvenient forum) which either may have to the bringing or maintenance of any such claim. **THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

Developer	UiPath Entity	Governing Law	Venue
United States of America, Canada or Mexico (**NAMER**)	UiPath Inc., at 452 5th Avenue, 22nd Floor New York, NY 10018, United States	New York law	New York, State of New York, USA
Rest of the world	UiPath SRL, at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania	Romanian law	Bucharest, Romania

9. General

9.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and takes prevalence over any prior written or oral agreement between them with respect to such subject matter or in the event of conflicting provisions regarding any rights and obligations granted or incurred by the Parties for purposes of this Agreement. We may modify this Agreement at Our sole discretion by posting the revised terms on the Trust Portal. You may be required to click to agree to the modified Agreement in order to continue using the Tools, and in any event, Your continued use thereof after the Effective Date of the modifications constitutes Your acceptance of the modified terms.

9.2. **NON-STANDARD CLAUSES.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE PROVISIONS OF THE FOLLOWING CLAUSES IN THIS AGREEMENT:

REPRESENTATIONS AND WARRANTY DISCLAIMERS; INDEMNIFICATION AND LIMITATION OF LIABILITY; TERM AND TERMINATION; ENTITY AND DISPUTE RESOLUTION.

9.3. **Force Majeure.** Neither Party is liable for failure to perform its obligations under this Agreement to the extent delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labour action, fire, flood, earthquake, failure of third-party providers, denial of service attacks, malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions.

9.4. **No Agency.** Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties and neither Party has authority to bind the other Party. Each Party will bear all of its own costs and expenses incurred in performing its obligations under this Agreement.

9.5. **No Third-Party Beneficiaries.** Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon, or give to, any third party, any rights, remedies or other benefits under or by reason of this Agreement.

9.6. **Assignment.** You may not assign or transfer Your rights or obligations under this Agreement. UiPath may freely assign, transfer and delegate its rights and obligations under this Agreement to any of its Affiliates or as a consequence of a change of control.

9.7. **Change of Control.** You must notify Us within thirty (30) days prior to You or Your Affiliate (i) being acquired by, selling substantially all of its assets to, merging with, or changing its Control in favour of, a direct competitor of Ours, or (ii) changing the main object of activity into a business competing Us or Our products. We may terminate this Agreement by written notice within maximum 30 (thirty) days as of the date of the change of control notice.

9.8. **Notices.** Legal notices under this Agreement must be sent by e-mail, with a suggestive subject, to the addresses listed below (or addresses notified in writing by the Parties) and will be effective on the next business day after being sent.

Matter	To UiPath	To Developer
Privacy	privacy@uipath.com	To the address(es) provided when accepting Agreement
All other	contractnotice@uipath.com	

9.9. **Waiver and Reservation of Rights.** Any waiver hereof will be effective only if made in writing and signed by the Parties. Failure to exercise, or delay in exercising, any right, power or remedy under this Agreement will not operate as a waiver, and any single or partial exercise of any right or remedy will not prevent any further exercise of the same or other right or remedy. A waiver of a breach of this Agreement will not be deemed to be a waiver of a subsequent breach. Parties reserve all rights not expressly granted under this Agreement. Rights and remedies prescribed in this Agreement are cumulative and not exclusive of any others provided by law.

9.10. **Interpretation.** If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. Our failure to enforce any provision of this Agreement will not constitute a waiver of Our rights to subsequently enforce the provision. In this Agreement, headings are for convenience only and terms such as "including" are to be construed without limitation.

9.11. **Applicable Language.** This Agreement are made in the English language only, which language will be controlling in all respects, and all versions hereof in any other language will not be binding on the Parties hereto. All communications and notices to be made or given pursuant to this Agreement and any dispute resolution (including, but not limited to, any court proceeding, legal notices, motions, discovery, etc.) will be in the English language only.

9.12. **Severability.** Should any term or provision of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration will have no effect on the remainder of this Agreement.

9.13. **Survival**. The following sections or clauses will survive termination of this Agreement for any reason: IP Rights, Indemnification and Limitation of Liability, Compliance, Effect of Termination, Entity and Dispute Resolution and General, in addition to other provisions that, by their content, are intended to survive the termination hereof (whether or not so expressly stated).