

## Evaluation Agreement

This Evaluation Agreement (“**Agreement**”) is made between UiPath and the individual or entity executing the agreement (“**Customer**”) (each a “**Party**”) as of the Effective Date. By signing or accepting this Agreement on behalf of your company by using your business email to access the UiPath Software or Services, you represent that you have the capacity to legally bind your company as a Customer.

### 1. Defined Terms

1.1. Terms used with capital letters have the meaning prescribed below or in the body of the Agreement.

- a. “**Add-on**” means each and any integrations, know-how, workflows, and or code created by Customer using the Technology, independently from UiPath, either individually, or in collaboration with a third-party.
- b. “**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.
- c. “**Agreement**” means this agreement together with the Exhibits attached hereto, the documentation, and policies available on the Trust Portal, any amendment, and any other reference herein.
- d. “**AI Software**” means Software, excluding Input and Output, which consists of a machine-based system that is designed to operate within varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
- e. “**Authorized Users**” means either Party’s employees, representatives, and contractors.
- f. “**Cloud Software**” means Software, provided by UiPath to the Customer in a hosted environment managed by UiPath.
- g. “**Customer Data**” means any data, information, and proprietary Customer content created prior to or independently from (i) any Customer interaction with the Technology and imported into the Technology or (ii) any access by UiPath in connection with, or for the purpose of, provision of any Services, excluding any UiPath IP Rights.
- h. “**Documentation**” means the official guides and technical description of the Software, as made available and amended from time to time on UiPath’s website.
- i. “**Effective Date**” means the date this Agreement is (i) signed by authorized representatives of each Party, or (ii) it is otherwise accepted by the Customer, during the enrollment process.
- j. “**Input**” means any data, questions or information provided by the Customer to the AI Software for the purpose of obtaining an Output or training an AI model.
- k. “**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.
- l. “**Licensing Policy**” means the generally available commercial description of the Software available on the Trust Portal or otherwise made available by UiPath containing the parameters, if any, defining the license grant permissions and related use restrictions applicable to each version of the Software.
- m. “**On-Premise Software**” means Software, as defined herein below, deployed on Customer’s premises or environment.

- n. **"Output"** means the responses, resulting image, text, text effects, vector graphic file, audio file, video file or any other generated content, which is provided to Customer within the AI Software based on the Input.
- o. **"Personal Data"** means, as applicable (i) information related to an identified or identifiable natural person as defined by Regulation (EU) 2016/679 (GDPR), the California Privacy Rights Act (CPRA), and other applicable privacy laws ("**PII**"), (ii) protected health information, as regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) ("**PHI**"), and (iii) cardholder data ("**CHD**") and sensitive authentication data ("**SAD**"), as defined by Payment Card Industry Data Security Standard.
- p. **"Software"** means (a) (i) software products licensed to Customer, all as developed by or for UiPath and/or its Affiliates, and delivered to Customer thereunder; (ii) any development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software made available to Customer, including during Support or pursuant to warranty obligations; (iii) all new releases, versions, modifications, updates, patches, improvements, enhancements, or similar derived works thereto; (iv) any complete or partial copies of the foregoing; (v) Documentation; (vi) derived works of all the foregoing; (vii) all IP Rights related to all of the foregoing, but (b) excluding open source software components, each of which has its copyright notice and license included in the license file. Cloud Software, AI Software and On-Premise Software are collectively referred to as Software.
- q. **"Services"** means any services such as delivery of demos, presentations or workshops that may be provided by UiPath in conjunction with or related to the Software solely for the purpose of Customer's internal testing and evaluation and excludes Support.
- r. **"Support"** means maintenance and service levels, applicable to the Software during the Term as provided in the support terms available on the Trust Portal.
- s. **"Technology"** means each and together, the (i) Software licensed hereunder, (ii) materials, if any, developed by UiPath for Customer during performance of Services, and (iii) UiPath Background IPR.
- t. **"Term"** means the license duration of the Technology, as prescribed in the Documentation or as communicated by UiPath upon Customer accessing or using the Software.
- u. **"Third-Party Services"** means the cloud applications, cloud service endpoints, data services, software, application programming interfaces, and content of third parties which may be accessed using the Technology.
- v. **"Trust Portal"** means the collection of documentation and policies made available and amended by UiPath from time to time at [uipath.com/legal/trust-and-security](https://uipath.com/legal/trust-and-security) (or successor website) and integrated by way of reference in the Agreement.
- w. **"UiPath"** means the UiPath contracting entity entering into this Agreement, as described in the Governing Law and Dispute Resolution section.
- x. **"UiPath Background IPR"** means any IP Rights (including all derivative works thereof) owned, created, developed, leased and/or licensed by UiPath, including without limitation (i) technology, tools, methods, algorithms, application programming interfaces, know-how and data, Documentation, system prompts, pre-build schemas or training data (ii) techniques and skills that are specific to UiPath's business and generic in nature with respect to any customer of UiPath, and (iii) common configurations and generic templates that are not specifically related to any Customer Data or Technology provided to Customer, and (iv) materials developed by UiPath for Customer during performance of Services excluding Customer Data.

## 2. Governance

- 2.1. This Agreement will govern (i) the Software made available by UiPath free of charge, under early access, preview, trial designation or under limited technical capabilities, and (ii) the delivery of Services associated with it. Certain Technology may be subject to additional terms, as detailed herein or as made available to Customer upon accessing, or otherwise agreeing to use the Software, upon Services delivery or entering the available UiPath programs.

### 3. License and IP Rights

- 3.1. **License.** Subject to Customer's compliance with this Agreement, UiPath grants Customer and its Affiliates, upon access or delivery of license keys and during the Term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use the Technology solely for internal non-production purposes (including for evaluation, testing, training), unless production use is expressly authorized under the Licensing Policy.
- 3.2. **Add-ons.** Subject to the terms and conditions of this Agreement, UiPath further grants Customer and its Affiliates, during the License Term, the right to develop Add-ons by using the Technology, provided that, to the extent there is any UiPath Background IPR in the Add-ons, (i) use of the UiPath Background IPR is limited to the License Term, and (ii) Customer is not allowed to use the UiPath Background IPR and will not allow its Authorized Users or any third party to use the UiPath Background IPR for (a) benchmarking or comparison purposes, or (b) to acquire any technical specifications or gain a competitive technological or business advantage, or (c) to analyze the Technology and the Background IPR for the purpose of designing, modifying, creating a derivative work or creating any software program that performs functions similar to the functions performed by the UiPath Background IPR used in conjunction with the Add-ons.
- 3.3. **IP Rights.** This Agreement does not grant either Party any rights, by implication, waiver, estoppel, or otherwise, to the other Party's IP Rights. UiPath, its Affiliates and their licensors own and retain all IP Rights to the Technology, including without limitation any integrations, code, patches, materials, data, know-how, background technology, workflows, or similar assistance otherwise provided to Customer. Customer owns all Customer Data Input and Output (subject to UiPath's rights in the UiPath Background IPR), and each Party owns and retains all IP Rights in their respective pre-existing tools, software, databases, methodologies, and documents. All uses in this Agreement of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the purchase or sale of a license under this Agreement. Customer acknowledges that if it provides any suggestions or feedback to UiPath, it does so voluntarily and UiPath will be entitled to use any suggestions or feedback, in any way and for any purpose in relation to the Technology. To the extent there is any UiPath Background IPR in the Customer's Input or Output, Customer may only use the UiPath Background IPR to the same extent as permitted under the Agreement.
- 3.4. **Independent Development and Residuals.** The Parties agree that nothing in this Agreement will limit or restrict UiPath's right to (i) create derivative works using the Add-ons shared voluntarily by Customer, or develop, or have developed, components that may be similar to, or may perform similar functions to, the Add-ons; and (ii) use any general information, ideas, concepts, know-how, processes, techniques, programming routines and subroutines, methodologies, processes, skills, or expertise which are retained in the unaided memory of UiPath's Authorized Users. Nothing in this Agreement will be construed as a representation or inference that each Party will not develop or acquire products, for itself or others, that compete with the products, systems, or methods contemplated by the other Party's CI, as defined below, provided that the Party has not done so in breach of this Agreement.

### 4. Acceptable Use

- 4.1. **Acceptable Use Policy.** Customer represents that it will use the Technology in accordance with this Agreement, the Acceptable Use Policy, the Documentation, Licensing Policy and other applicable policies, as available and updated from time to time on the Trust Portal.
- 4.2. **AI Governance.** Customer will use AI Software and Outputs in compliance with the applicable laws. UiPath may suspend or terminate Customer's access to the AI Software: (i) in case of non-compliance with this Agreement; (ii) if Customer's use or UiPath's provision of the AI Software becomes prohibited or cannot continue in a legally compliant manner.
- 4.3. **Third-Party Access.** Subject to the limitations set forth in the Documentation, Customer may allow its Authorized Users and Affiliates to use the Technology and access the Services within the limits of the license granted to the Customer hereunder, provided that (i) Customer ensures its Authorized Users and Affiliates comply with the terms of this Agreement and (ii) Customer shall be liable towards UiPath as if their acts and omissions were Customer's own. Upon request, Customer will provide UiPath with details and use reports of all Authorized Users and Affiliates having received access to the Technology.
- 4.4. **Third-Party Licenses.** Technology may contain or may be used with third party components, including open-source software, which are the property of their respective owners. Notwithstanding anything to the contrary

herein, use of the open-source software will be subject to the license terms and conditions applicable to such open-source software, to the extent required by the applicable licensor (which terms shall not restrict the license rights granted to Customer hereunder).

- 4.5. **Third-Party Services.** Customer may use the Technology in conjunction with Third-Party Services, subject to compliance with all terms and conditions of the third-party providers, bearing the entire risk of such use. Customer is responsible its use of Third-Party Services including its methods of access and connection while using the Software. UiPath does not control or own any Third-Party Services, and the access to and use of such Third-Party Services, including the availability and uptimes related to such Third-Party Services, is solely determined by the relevant third parties that control the Third-Party Services. UiPath will not be liable for any downtime, discontinuation, or any other issues with, or caused by, the Third-Party Services.
- 4.6. **Required Third Party Terms.** AI Software may integrate or connect with third-party services, AI models or features which are subject to additional terms, as identified on UiPath's Trust Portal. Customer is responsible for determining if and which such Third-Party Services, AI models or features it will use and must comply with the respective terms. For clarity, Customer may not use AI Software in a manner that violates third party providers' terms and policies.

## 5. Disclaimer and Warranty Exclusions

- 5.1. **Disclaimer.** Customer acknowledges that unless otherwise expressly provided herein, the Software:
- a. does not receive any Support and UiPath may change or discontinue it at any time without notice.
  - b. may substantially differ from commercially released versions, could have functionality defects or blocker(s) and may receive automatic updates, which may not be prevented;
  - c. may be subject to specific limitations, as indicated by UiPath under the Exhibits, the Documentation, or upon accessing or using the Software,
  - d. may be subject to different standards of security, privacy, availability, accessibility, and reliability than available for generally available products; specifically, external third-party audits and industry certifications or attestations (including ISO and equivalent standards) do not apply to the Software; data processing locations in transit and at rest, including endpoint locations, may not match those listed in the Documentation or residency page; an updated list of third-party services used to provide the Software may not be available, and AI Software does not include AI governance functionalities such as specific guardrails, data governance configurations, and audit logs.
- 5.2. **Customer Warranties.** Customer represents and warrants that (i) it has obtained all rights, permissions and/or consents required under applicable law or under contract, for the use of Customer Data and for the provision of feedback, as contemplated under this Agreement; (ii) it has the appropriate rights to allow UiPath to use and/or modify any software or products as part of any Services and it will provide UiPath with necessary access to Customer premises and systems, personnel, documentation and records, and facilities and will appoint a contact person having authority to make decisions, in order for UiPath to perform any Services; (iii) Customer Data will not infringe any third-party rights.
- 5.3. **Warranty Exclusions.** The Software is provided on an "AS-IS" and "AS AVAILABLE" basis. To the maximum extent allowed by applicable law, neither UiPath, nor its Affiliates, licensors or their personnel, make any warranty of any kind (express, implied, statutory or otherwise) and UiPath specifically disclaims all warranties including availability, service uptime, merchantability, satisfactory quality, fitness for a particular purpose or non-infringement or the ability of the Software to integrate or interoperate with other technologies or third-party software. UiPath disclaims all liability for harm or damage caused by any third-party software or hosting provider. Customer bears all risks associated with the use of the Software, third-party software, Customer Data (including any Personal Data) used with the Software or as otherwise provided to UiPath. If the Customer has other statutory rights under the applicable law, the duration of the statutorily required warranties, if any, shall be limited to the shorter period permitted by applicable law. UiPath disclaims all liability for Third-Party Services and Output.
- 5.4. **Output.** Customer acknowledges and agrees that the Output may not be accurate, complete, unique, fair or correct and UiPath makes no warranty that Output does not incorporate or reflect third party content or materials. Customer is solely responsible for (i) developing internal policies regarding the appropriate use of AI, (ii) providing transparency and explainability notices and obtaining all necessary consents required by applicable

law, and (iii) implementing sufficient human oversight for the use of AI.

## 6. Limitation of Liability and Indemnification

- 6.1. **DAMAGES EXCLUSION.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UIPATH WILL BE NOT LIABLE FOR ANY SPECIAL, INDIRECT, MORAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, THE USE OR INABILITY TO USE THE SOFTWARE, COMPUTER MALFUNCTION OR FAILURE, SERVER DOWN TIME, FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS, LOSS OF PROFITS, REPUTATION, USE, OR REVENUE, LOSS OR CORRUPTION OF DATA, OR INTERRUPTION OF BUSINESS. UNDER NO CIRCUMSTANCES MAY UIPATH OR ITS AFFILIATES BE LIABLE FOR ANY CLAIMS THAT MAY BE ASSERTED, GRANTED OR IMPOSED AGAINST, ARISING FROM, OR IN CONNECTION WITH THIRD PARTY SERVICES.
- 6.2. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL UIPATH AND ITS AFFILIATES' TOTAL LIABILITY 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, EXCEED ONE THOUSAND (1,000) USD. THE LIMITATIONS OF LIABILITY SET FORTH UNDER THIS SECTION, WHETHER BASED ON CONTRACT OR TORT, WILL APPLY EVEN IF THE REMEDY DOESN'T FULLY COMPENSATE THE CUSTOMER AND EVEN IF UIPATH KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES OR THE LIKELIHOOD OF THEIR OCCURRENCE.
- 6.3. **Indemnification.** Customer agrees to indemnify and defend UiPath and its Affiliates and hold them harmless against any and all claims and expenses, including attorneys' fees, arising out of, or in connection with (i) it's or its Authorized Users' non-compliance with the provisions of the Acceptable Use and Export Control sections in this Agreement, (ii) violation of applicable law or the rights of any third party; (iii) breach of Customer Warranties, and/or (iv) any third-party claim arising out of, or in any way connected with the Customer Data, Personal Data and any third-party software used by the Customer in combination with the Technology, including but not limited to claims of infringement or misappropriation of IP Rights or other proprietary rights.

## 7. Compliance

- 7.1. **Export Control.** The Parties acknowledge that the Technology and Services may be subject to export control and sanctions laws including U.S. Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations (collectively "Export Laws"). Customer agrees to comply with all Export Laws related to Customer's access to and use of the Software, Technology and Services. Customer represents and warrants that it is not, and is not owned or controlled by any person or entity that 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); or (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. Customer agrees that it will not export, re-export or otherwise transfer the Software, Technology, or Services, or use the Software, Technology, or Services (a) to disclose, transfer, download, export or re-export, directly or indirectly, any Customer Data, to any country, entity or other party that is ineligible to receive such items under the Export Laws, or (b) in connection with any nuclear, chemical, or biological weapons, missile technology, or military end-uses. Customer acknowledges that the Technology and Services may not be available in all jurisdictions and that Customer is solely responsible for complying with the Export Laws in its access to and use of the Technology and Services.
- 7.2. **Audit.** UiPath may, at its expense, verify that Customer's and Authorized User's access, installation or deployment of the Software comply with the terms of this Agreement. Upon request, Customer will provide UiPath with details and use reports of all its and its Authorized Users. Additionally, UiPath may perform the verifications onsite, either directly or by appointing a subcontractor, and Customer agrees to provide all the required assistance and support. If the verification discloses a non-conformity Customer will immediately address it.
- 7.3. **Confidentiality.** This Agreement supersedes and replaces in its entirety any prior applicable non-disclosure



agreement between the Parties with respect to use of the Technology hereunder. Information shared by the Parties, or their Affiliates, under this Agreement will be deemed confidential if it is disclosed in any form or manner, marked as, or reasonably considered, confidential, and includes without limitation, Technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing whether or not marked, designated or otherwise identified as "confidential" ("CI"). CI shall also include the existence of as well as the terms and conditions of this Agreement. CI excludes any information that (i) is or becomes public, through no fault of the recipient; (ii) was rightfully acquired by or already known to the recipient without an existing confidentiality obligation; or (iii) is independently developed by the recipient without the use of discloser's CI. For instance, technical and support data related to the Technology are considered UiPath's CI. The receiving Party will not use CI for any purpose other than the purpose of this Agreement. 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 Users, Affiliates, 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. If Customer, as may be permitted by UiPath, uses the Software to demonstrate its capabilities to its end customers and/or prospects, Customer must ensure that such end customers and/or prospects are bound by confidentiality obligations at least as restrictive as herein. may disclose CI: (i) under a written and signed permission document from the disclosing Party; (ii) as necessary to comply with applicable law, a valid order of a court of law or governmental body, or with mandatory rules of an equivalent binding authority after using reasonable efforts to provide advance notice of such disclosure to the disclosing Party.

- 7.4. **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-bribery laws including without limitation the U.S. Foreign Corrupt Practices Act of 1977, as amended. In connection with this Agreement, Customer will not, directly, or indirectly, offer, promise, authorize, accept, or solicit any illegal or improper bribe, kickback, payment, gift, or thing of value. If Customer learns of any violation of applicable anti-corruption or anti-bribery laws in connection with this Agreement, Customer will promptly notify UiPath in writing and will cooperate with UiPath's review or investigation related thereto.
- 7.5. **Code of Conduct.** UiPath maintains on the Trust Portal a global partner code of conduct which defines the minimum standards of business conduct and business standards applicable to all entities contracting with UiPath ("Code of Conduct"). UiPath commits to comply with such Code of Conduct and requires Customer to have similar policies. If Customer learns of any violation of the standards prescribed by the Code of Conduct in connection with this Agreement, Customer 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.

## 8. Term and Termination

- 8.1. **Term of the Agreement.** This Agreement commences on the Effective Date and will remain in effect until the expiration of the applicable Term or until terminated in accordance with the terms of this Agreement.
- 8.2. **Termination.** UiPath may terminate this Agreement for convenience without notice at any time. If either Party commits a material breach of this Agreement the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 (thirty) days of the receipt of notice date, the non-breaching Party may immediately terminate this Agreement upon written notice.
- 8.3. **Effect of Termination.** Upon termination of this Agreement or expiration of any applicable Term, the license and rights for the respective Technology or Services will immediately terminate and Customer must, at its expense remove and delete all copies thereof. Customer understands that some or all the Technology components may cease to operate without prior notice upon expiration or termination of the Term.

## 9. Governing Law and Dispute Resolution

- 9.1. **Governing Law.** This Agreement is governed by the laws indicated below, depending on Customer 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.
- 9.2. **Amicable settlement.** The Parties agree, as a prior condition for any claim, to settle amicably any dispute arising out of or relating to this Agreement within ninety (90) days from the applicable notice. To the maximum extent

permitted by applicable law, the Party not complying with this section will cover, as applicable, the litigation of arbitration costs of the other Party, irrespective of the outcome.

- 9.3. **Arbitration Agreement for North America.** Subject to the amicable settlement above, disputes with Customers headquartered in United States of America, Canada, or Mexico ("**North America**") 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 in accordance with the Governing Law and state the reasons upon which it is based. However, either Party may seek injunctive relief from a court of competent jurisdiction to prevent irreparable harm or to enjoin any intellectual property rights misuse.
- 9.4. **Venue.** Parties hereby accept the exclusive jurisdiction of the competent courts of the Venue indicated below and irrevocably waive any objection and defense (including, any defense of an inconvenient forum) which either may have to the bringing or maintenance of any such claim. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT.

| Customer          | UiPath Entity                                                                                                                            | Governing Law | Venue                                                 |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------|
| North America     | 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                                    |

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

## 10. General

- 10.1. **Data.** Customer will not employ Personal Data when using the Technology and will not provide such data to UiPath. Where PII is inherent for Customer's use of the Technology or the delivery of Services, Customer will have an obligation to minimize such PII and the data processing agreement available on the Trust Portal will apply, provided that the provisions of article 5.1 which will take precedence over the relevant provisions in the data processing agreement.
- 10.2. **Limited License.** Customer grants UiPath a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use the Input and Output solely as necessary to provide the AI Software (including necessary improvements and functionalities) and comply with applicable law. UiPath may use performance data and feedback collected from Customer's use of the AI Software to further develop and improve the AI Software or as otherwise permitted under the Agreement.
- 10.3. **Telemetry.** UiPath collects and processes telemetry data with respect to the Software, including: (a) operational telemetry such as network logs, error logs, server health data, and performance metrics; and (b) product-specific telemetry measuring performance and usage interactions. UiPath may use such data to operate and maintain the Software, analyze usage, enhance functionality, improve user experience, resolve technical issues, and develop new features.
- 10.4. **Entire Agreement and Order of Precedence.** This Agreement with all references herein is the entire understanding between UiPath and Customer with respect to the subject matter of this Agreement and supersedes any prior written or oral agreement between the Parties with respect to such subject matter. Unless otherwise prescribed hereunder, any amendment to this Agreement will be made in writing and will be signed by authorized representatives of the Parties. Any terms or conditions submitted to UiPath do not form part of this

Agreement and are void, unless specifically amended in writing and signed by the authorized representatives of the Parties. A conflict between the terms of this Agreement will be settled per the following order of precedence: (i) the Exhibits; (ii) applicable policies available on the Trust Portal and additional terms for new features/functionalities or as communicated by UiPath upon Customer accessing or downloading the Software and (iii) the terms of this Agreement. If any provision is or becomes illegal, invalid or unenforceable for any reason, all other provisions of this Agreement will remain in force and will produce the intended legal effects.

- 10.5. **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, failure of third-party providers, denial of service attacks, malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions.
- 10.6. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, transferred, delegated, or otherwise disposed of by either Party without the prior written consent of the other Party, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, UiPath may, without the prior consent of the Customer, assign, transfer, delegate or otherwise dispose of, this Agreement, or any of its rights, interests or obligations hereunder to any of its Affiliates or in the event of a change of control.
- 10.7. **Change of Control.** Customer must notify UiPath within thirty (30) days of it or its Affiliate (i) being acquired by, selling substantially all of its assets to, merging with, or changing its Control in favor of, a direct competitor of UiPath, or (ii) changing its main object of activity into a business competing UiPath or its Software. UiPath may terminate this Agreement by written notice as of the date of the change of control notice.
- 10.8. **Notices.** Unless otherwise provided herein, notices under this Agreement will be in English language only, and must be sent by e-mail, with a suggestive subject, to the addresses listed below (or notified in writing) and will be effective on the next business day after being sent.

| To UiPath                                   |                                      | To Customer                                                                                             |
|---------------------------------------------|--------------------------------------|---------------------------------------------------------------------------------------------------------|
| Compliance:<br>ethics.compliance@uipath.com | Privacy: privacy@uipath.com          | The Customer e-mail address available in UiPath's records or, in lack, thereof, a public e-mail address |
| Security:<br>security.breach@uipath.com     | Others:<br>contractnotice@uipath.com |                                                                                                         |

- 10.9. **Publicity.** Customer authorizes UiPath to (i) publicly identify it as a customer, (ii) with Customer's prior approval on the final content, to create, use, publish, reference and display marketing materials describing how Customer has successfully implemented their UiPath solution, such as success stories, video and written testimonials, quotes and case studies (together "**Marketing Materials**") and (iii) include the Customer's name, trademarks, and logo on the UiPath's website, the Marketing Materials and other promotional and marketing materials, in accordance with Customer's branding guidelines.
- 10.10. **Waiver and Reservation of Rights.** Failure or delay in exercising any right, power or remedy under this Agreement shall not operate as a waiver. Any rights and remedies prescribed in this Agreement are cumulative and not exclusive of any others provided by law. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach. Nothing here creates a legal partnership, joint venture, agency, or employment relationship between Customer and UiPath or their Affiliates.
- 10.11. **Counterparts.** This Agreement may be executed in two or more counterparts or electronically, and each of the counterparts or electronic copies will be deemed an original and together will constitute the same instrument. Each Party agrees that their electronic signatures, whether digital or encrypted, 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.
- 10.12. **Survival.** The following sections will survive expiration or termination of this Agreement for any reason: Add-ons, IP Rights, Independent Development and Residuals, Acceptable Use, Disclaimer and Warranty Exclusions, Damages Exclusion, Limitation of Liability and Indemnification, Compliance, Governing Law and Dispute Resolution, Entire Agreement and Order of Precedence, Assignment, Notices, Publicity, Waiver and Reservation



of Rights, Applicable Language and Survival, in addition to any other provisions that, by their content, are intended to survive the performance, expiration or termination of the Agreement (whether or not expressly stated).

## Exhibit 1. Specific Terms for Proof of Value

These specific terms supplement the Agreement and are applicable to proof of value engagements.

1. **Definition.** “POV” means a proof-of-value or proof-of-concept engagement delivered by UiPath to Customer, consisting of Services which may be associated or delivered in conjunction with a Software trial license, for the purpose of UiPath demonstrating the capabilities of the Technology and for Customer to determine whether to enter into a commercial agreement for the licensing of the enterprise Software.
2. **Conditions.** The delivery of the POV is contingent upon Customer: (i) making available only dummy and/or testing data to UiPath and its Affiliates, if such data is required for the POV; (ii) minimizing the provision of real data (including Personal Data) to UiPath and its Affiliates, if real data is required; (iii) granting UiPath and its **Affiliates** access to a testing or any other similar environment controlled by Customer to the extent such access is required for the POV; and (iv) granting UiPath and its Affiliates a limited, non-exclusive, worldwide license to use Customer Data necessary for the performance of the POV.
3. **Effect of Termination.** Customer hereby undertakes to delete any materials developed by UiPath during the POV, upon completion of the POV. Subject to Customer’s request to continue using the materials after the POV, UiPath may, at its discretion, agree in writing to extend Customer’s license over such materials for use solely in a non-production environment, for non-production evaluation or testing purposes in accordance with the terms and conditions of this Agreement. The extended license will co-term with the Software license granted under this Agreement and must be used by Customer only in conjunction with such Software