Master Evaluation Agreement

This Master 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 with one or more generative artificial intelligence ("AI") model or AI feature developed and packaged into it by UiPath, together with any improvements thereto, that is licensed by Customer from UiPath, excluding any software, services, models or features that the Software may integrate or connect with. "**Authorized Users**" means either Party's employees, representatives, and contractors.

e. "**Cloud Software**" means Software, as defined herein below, provided as a service to Customer.

f. "**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.

g. "**Documentation**" means the official guides and technical description of the Software, as made available and amended from time to time on the Trust Portal.

h. "**Effective Date**" means the date this Agreement is either (i) signed by authorized representatives of each Party (ii) it is otherwise accepted by the Customer, during the enrollment process.

i. "**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.

j. "**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.

k. "**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.

l. "**On-Premise Software**" means Software, as defined herein below, deployed on Customer's premises or

environment.

m.   "**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.

n.   "**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.

o.   "**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.

p.   "**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.

q.   "**Support**" means maintenance and service levels, applicable to the Software during the Term as provided in the support terms available on the Trust Portal.

r.   "**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.

s.   "**Term**" means the duration of the license to use the Technology, as detailed in the Documentation or as communicated by UiPath upon Customer accessing or using the Software.

t.   "**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.

u.   "**Trust Portal**" means the collection of documentation and policies made available and amended by UiPath from time to time at uipath.com/legal/trust-and-security (or successor website) and integrated by way of reference in the Agreement.

v.   "**UiPath**" means the UiPath contracting entity entering into this Agreement, as described in the Governing Law and Dispute Resolution section.

w.   "**UiPath Background IPR**" means any IP Rights owned, created, developed, leased and/or licensed by UiPath prior to, outside of, or independently from, the Agreement, including without limitation (i) technology, tools, methods, algorithms, application programming interfaces, know-how and data, models, features, 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 all derivative works for items (i) through (iii).

2.   Purpose and Governance

2.1. **Purpose**. UiPath is a software provider of an end-to-end intelligent automation platform. Customer may be interested in testing and evaluating the suitability of the Software. This Agreement applies to the Software made available by UiPath free of charge, under early access, preview, trial designation , under limited technical

licenses, as part of proof of value or independent of any program, subject to Customer's compliance with this Agreement, including without limitation any the applicable restrictions herein.

2.2. **Governance**. This Agreement will only govern the indicated licenses made available by UiPath free of charge. 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, or entering the available UiPath programs and offerings.

3. License and IP Rights

3.1. **License**. Subject to Customer's compliance with the terms and conditions of 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 such as evaluation, testing, training, demonstration, showcasing , unless otherwise expressly stated in the Acceptable Use Policy, in accordance with the Licensing Policy, Documentation, and other applicable policies available on the Trust Portal.

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, including the Acceptable Use Policy and other applicable policies, as available and updated from time to time on the Trust Portal. Without prejudice to the generality of the foregoing and to the greatest extent permitted by the applicable law, Customer agrees to the following:

a. Unless expressly allowed by UiPath in writing, Customer will not mix production purpose Software with non-production purpose Software;

b. Customer will not circumvent any technological protection measures set by UiPath to control access to the Software and will not exceed the number of allocated Software licenses;

c. Customer will not use, and will not encourage others to use, the Technology or Services (i) to inspect or analyze the Technology or the outputs for benchmarking or comparison purposes, (ii) to design, modify, create a derivative work or create any program that performs functions similar to the functions performed by the Technology, (iii) to acquire any technical specifications and gain a competitive technological or business advantage, (iv) to misappropriate or infringe any rights or violate any laws or contracts, (v) to access, tamper with, or use non-public areas of, any systems of UiPath, its Affiliates or their Authorized Users, or (vi) to perform any type of security testing, including penetration testing on the Technology, unless specifically approved in writing by UiPath; (vii) to create, train, develop or improve any other AI services, systems or models, directly or indirectly, (viii) for automated decision-making or for other processes that have legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with all applicable law, (ix) for purposes or with effects that are illegal, discriminatory, harassing, bias-inducing, harmful or unethical or (x) to mislead anyone that the Output was either original, human-generated or approved or endorsed in any manner by UiPath.

d. Customer will not disassemble, decompile or reverse engineer the Technology or any portion of it; Customer will not alter, adapt, merge, modify, translate, decompile, develop versions or derivative works, reverse engineer, upgrade, improve or extend, features or functionalities of the Technology or Services or otherwise derive source code therefrom or otherwise reduce them 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 Technology or Services with another software program, and provided that, Customer has first requested with at least 90 days prior written notice, that UiPath to provide the information necessary to achieve such interoperability and UiPath has not made such information available;

e. Customer must not remove, alter, modify or appropriate or use as their own, any proprietary markings included therein;

f. Customer must not use the Technology to operate in a service bureau, managed service or commercial hosting services environment, unless expressly approved by UiPath in writing.

g. Customer will obtain and maintain all authorizations and consents required to use Personal Data as contemplated in this Agreement; and

h. Customer must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute the rights acquired under this Agreement, except as otherwise stipulated herein below;

i. UiPath may suspend or terminate Customer's access to the AI Software: (i) in case of non-compliance with this Agreement or the Documentation; (ii) if Customer's use or UiPath's provision of the AI Software becomes prohibited or cannot continue in a legally compliant manner; or (iii) if a third-party discontinues or changes its services that are required for the Customer to be able to use the AI Software.

4.2. **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.

4.3. **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).

4.4. **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 for determining which Third Party Services are accessed and connected to by Customer while using the Technology, and for the use of such Third-Party Services. 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. To access and use a Third-Party Service, the applicable third party may require that Customer agree to an underlying agreement with such third party for Customer to access and use the applicable Third-Party Service and such third party may require additional consents to allow Customer to connect the Third-Party Service to the Software.

4.5. **Required Third Party Terms**. AI Software may integrate or connect with third-party AI services, models or features that may require UiPath to flow down additional terms to Customer, as identified on UiPath's Trust Portal or made available in the AI Software. Customer is responsible for determining if and which such Third-Party Services it will use and must comply with the respective flow-down 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 (A) the Software may (i) substantially differ from commercially released versions; (ii) have different standards of security, privacy, availability, accessibility or reliability and could have functionality defects or blocker(s); (iii) receive automatic updates, which may not be prevented; (iv) be subject to specific limitations, as indicated by UiPath under the Exhibits, the Documentation or upon accessing or using the Software; and (B) that (i) unless otherwise expressly provided herein, UiPath is under no obligation and will not be liable for providing any Support to Customers for Technology made available under this Agreement, and Customer may only request for assistance or support on the UiPath community forum, (ii) UiPath may change or discontinue the Software at any time without notice, (iii) UiPath advises, as a best practice, to frequently back-up the data before installing or accessing the Software and to take precautions as to avoid any loss of data when the Software will no longer be available, and (iv) in case of any Software provided solely for internal evaluation or testing purposes, Customer agrees to use only dummy or/and testing data and to refrain from using any real data (including Personal Data) in conjunction with such Software and UiPath disclaims any liability towards the Customer or any third-party, in respect of Customer's breach of this obligation

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) it and its Authorized Users will use the Technology in accordance with the Agreement and applicable law; (iv) Customer Data will not infringe or otherwise conflict with any third-party rights; and (iv) no Personal Data will be imported within or used with the Software provided solely for internal evaluation or testing purposes.

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. Each Party disclaims all liability for Third-Party Services and Output.

5.4. **Output.** Customer acknowledges and agrees that, due to the nature of generative AI, 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 any 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, Tadvisors 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-briery 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.** Customer shall comply with UiPath's Global Partner Code of Conduct as available on the Trust Portal and updated from time to time ("Code of Conduct"). 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.** Either Party may collect, store and use PII of the other Party's personnel as necessary to enter into and perform, this Agreement and in compliance with applicable law. Each Party will inform its personnel of processing of their PII in accordance with applicable law. Customer acknowledges that the use of the Technology or Services does not require any Personal Data and shall refrain from using such data with the Technology or providing such data to UiPath. Customer agrees not to use any PHI, CHD or SAD with the Technology or Services. Unless a business associate agreement is in place, to the maximum extent permitted under HIPAA or

any similar federal or state laws, rules or regulations, UiPath will have no liability under this Agreement for PHI. PII shared by Customer and processed by UiPath as a processor on behalf of the Customer will be governed by the privacy policy and data processing agreement available on the Trust Portal, however this should not be construed as a waiver of Customer's obligation to not use real data as detailed above in this Agreement. 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), comply with applicable law and enforce UiPath policies. 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.

10.2. **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, usage interactions, and patterns. 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.

10.3. **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.

10.4. **Force Majeure.** Neither Party is liable for failure to perform its obligations under this Agreement to the extent delayed, prevented, restricted, or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, 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.

10.5. **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.

10.6. **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.

10.7. **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. In the absence of a valid Customer e-mail address, UiPath can use anata e-mail address publicly available, or any email addresses previously used in communication with UiPath. Notices on updates, security fixes, vulnerabilities and other technical information, will be sent to Customer e-mail address(es) enrolled for those purposes in UiPath's database.

To UiPath		To Customer
Compliance: ethics.compliance@uipath.com	Privacy: privacy@uipath.com	The Customer e-mail address available in UiPath's records or, in

Security: security.breach@uipath.com	Others: contractnotice@uipath.com	lack, thereof, a public e-mail address

10.8. **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.

10.9. **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.

10.10. **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.

10.11. **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).

[SIGNATURE PAGE FOLLOWS]

AGENTIC AUTOMATION

Signatures

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