Community Agreement

This 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 employer/similar contractor (for instance, by using your business email to access the Technology), you represent that you have the capacity to legally bind the Customer.

1. Defined Terms

1.1. Terms used with capital letters have the meaning prescribed below.

a. "**Add-on**" means each and any integrations, know-how, workflows, code created by Customer using the Technology, independently from UiPath, either individually, or in collaboration with a third-party.

b. "**Agreement**" means this agreement, the documentation and Policies available on the Trust Portal, any amendment and any other reference herein.

c. "**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.

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. "**Applicable Laws**" means any and all pieces of legislation that are binding on the Parties, including, and without limitation to, any (i) data protection and privacy laws, including, where applicable, the Regulation (EU) 2016/679 regarding the Personal Data Protection ("**GDPR**"), (i) intellectual property laws, and (iii) other binding regulations applicable to the Parties in relation to their performance under this Agreement.

f. "**Authorized Users**" means either Party's Affiliates, and their authorized employees, representatives and contractors.

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, where available, 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 either (i) signed by authorised representatives of each Party, or (ii) it is otherwise accepted by the Customer, during the enrolment process.

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 containing the parameters defining the license grant permissions and related use restrictions applicable to each version of the Software, available at licensing.uipath.com.

l. "**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) cardholder data ("**CHD**") and sensitive authentication data ("**SAD**"), as defined by Payment Card Industry Data Security Standard ("**PCI**").

m. "**Policies**" means each and any policy governing use of the Software or the relationship between the Customer and UiPath, as published on the Trust Portal.

n. **"Software**" means (a) (i) software products licensed to Customer, all as developed by or for UiPath and/or its Affiliates, and delivered to Customer hereunder; (ii) any development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software made available to Customer, 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.

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

p. **"Technology**" means each and together, the (i) Software licensed hereunder, and (ii) UiPath Background IPR.

q. "**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

r. "**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.

s. "**UiPath**" means the UiPath entity entering into this Agreement, as described below.

t. **"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, (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. License and IP Rights

2.1. **Community 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 such Technology that UiPath has made available under the Community edition, subject to the Documentation and the following conditions:

a) If the Customer is either an individual, or an organization that, together with its Affiliates, collectively have less than the equivalent of USD 5 (five) million in annual revenues, the Customer is deemed a "**Small Business**" and may use the Technology for internal commercial business purposes;

b) If the Customer is an organization that, together with its Affiliates, collectively exceed the limitations set herein for a Small Business, the Customer is deemed a "**Large Business**" and may only use the Technology for non-commercial purposes such as testing, education, hackathons, individual or institutional research, internal trainings.

2.2. **Add-ons.** Subject to the terms and conditions of this Agreement, UiPath further grants Customer and its Affiliates, during the applicable 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 applicable 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.

2.3. **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. The 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.

2.4. **Independent Development and Residuals.** 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, provided that the Party has not done so in breach of this Agreement.

3. Acceptable Use

3.1. **Acceptable Use Policy.** Customer represents that it will use the Technology in accordance with this Agreement, the Acceptable Use Policy, the Documentation and the other 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 exceed the number of allocated Software licenses, or circumvent any technological protection measures set by UiPath to control access to the Software;

c. unless otherwise instructed by UiPath, Customer may make copies of the Software and associated licenses solely as needed for disaster recovery purposes and to be used in case of force majeure. UiPath may request proof of the force majeure;

d. Customer will not use, and will not encourage others to use, the Technology (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;

e. 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 with another software program, and provided that, Customer has first requested UiPath to provide the information necessary to achieve such interoperability with at

least 90 (ninety) days advance written notice and UiPath has not made such information available;

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

g. 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.

3.2. **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.

3.3. **Third-Party Access.** Customer may allow its Authorized Users and Affiliates to use the Technology solely for Customer's internal non-commercial purposes, 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 would have been 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.

3.4. **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).

3.5. **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 for its use of Third-Party Services including its methods or 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. Disclaimer and Warranty Exclusions

4.1. **Disclaimer.** Unless otherwise expressly provided herein, Customer acknowledges that the Technology:

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 Technology; data processing locations in transit and at rest, including endpoint locations, may not match those applicable to UiPath's generally available commercial products or services and may be made available separately or by other reasonable means; the third-party providers engaged by UiPath to process Personal Data on its behalf in connection with the Technology may differ from those used to provide UiPath's generally available commercial products or services and information regarding such third-party services may be made available separately or by other reasonable means; and AI Software does not include AI governance functionalities such as specific guardrails, data governance configurations, and audit logs.

4.2. **Customer Warranties.** Customer agrees and warrants that (i) it has obtained all rights, permissions and/or consents required under Applicable Laws or under contract, for the use of Customer Data and for the provision of feedback, as contemplated under this Agreement and that (ii) no part of the Customer Data infringes or otherwise conflicts with any third-party rights.

4.3. **Warranty Exclusions**. The Software is provided on an "AS-IS" and "AS AVAILABLE" basis. Neither UiPath, nor its Affiliates, licensors, suppliers, their officers, employees, or agents make any warranty of any kind (express, implied, statutory or otherwise) in relation to the Software. To the maximum extent permitted by Applicable Laws, UiPath specifically disclaims all warranties regarding the Software 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. If the Customer has other statutory rights under the Applicable Laws, the duration of the statutorily required warranties, if any, shall be limited to the shorted period permitted by the Applicable Laws.

4.4. **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.

5. LIABILITY

5.1. **DAMAGES EXCLUSION.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, 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.

5.2. **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 LAWS, 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.

5.3. **Indemnification.** Customer agrees to indemnify and defend UiPath, its Affiliates and their respective directors, officers, employees and agents, and hold them harmless against any and all claims and expenses, including attorneys' fees, arising out of, or in connection with (i) its or it's Authorised Users' non-compliance with the provisions of the Acceptable Use and Export Control sections in this Agreement, (ii) violation of the Applicable Laws or 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.

6. Compliance

6.1. **Data Protection.** 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 the Applicable Laws. Each Party will inform its personnel of processing of their PII in accordance with the Applicable Laws. UiPath processes PII as per the UiPath Privacy Policy available on the Trust Portal. 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, 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 4.1. will take precedence over the relevant provisions in the data processing agreement. Customer must not use any PHI or PCI with the Technology unless expressly permitted in the applicable terms or otherwise agreed by UiPath in writing.

6.2. **Export Control.** The Parties acknowledge that the Technology 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 Technology. 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 Technology or use the Technology (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 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.

6.3. **Audit.** UiPath may, at UiPath's expense, verify either remotely or on-site, that Customer's, and Authorised 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, and Customer agrees to provide all the required assistance and support. If the verification discloses a non-conformity Customer will immediately address it.

6.4. **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 treat the CI with no less than reasonable care and will not use or disclose CI to anyone, except to its Authorized Users, 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: (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.

6.5. **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.

6.6. **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.

7. Term and Termination

7.1. **Term of the Agreement**. This Agreement commences as of the Effective Date and will remain in effect until the expiry of its Term or until terminated in accordance with its terms.

7.2. **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.

7.3. **Effect of Termination**. Upon termination of this Agreement or expiration of any applicable license term, the license and rights for the respective Technology 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 license term.

8. Entity and Dispute Resolution

8.1. **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.

8.2. **Amicable settlement**. Parties agree, as a prior condition for any claim, to settle amicably and in good faith any dispute arising out of or relating to this Agreement 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, as applicable, the litigation of arbitration costs of the other Party, irrespective of the outcome.

8.3. **Arbitration Agreement for North America**. Subject to amicable settlement, disputes with Customers headquartered in United States of America, Canada or Mexico ("**North America**") shall be exclusively and finally settled by arbitration in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award will be in accordance with the Governing Law and state the reasons upon which it is based. However, either Party may seek injunctive relief to prevent irreparable harm or to enjoin any intellectual property rights misuse.

8.4. **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

8.5. **Statute of Limitation.** To the extent not prohibited by the applicable law, any claims in court or arbitration must be filed within 1 (one) 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.

9. General

9.1. **Limited License**. Customer grants UiPath a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use the Input and Output as necessary to provide the AI Software (including necessary improvements and functionalities) and comply with applicable law**.**

9.2. **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 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.

9.3. **Entire Agreement and Order of Precedence.** This Agreement 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) 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 (ii) 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.

9.4. **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.

9.5. **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 as a consequence of a change of control.

9.6. **Change of Control.** Customer must notify UiPath within thirty (30) days prior to 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 within maximum 30 (thirty) days as of the date of the change of control notice.

9.7. **Notices.** Unless otherwise provided herein, notices under this Agreement 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.

<table>
<tr><th colspan="2">To UiPath</th><th>To Customer</th></tr>
<tr><td>Privacy: privacy@uipath.com</td><td>Security: security.breach@uipath.com</td><td rowspan="4">E-mail address provided at sign-up</td></tr>
<tr><td>Orders: sales.support@uipath.com</td><td>Cc: accounts.receivable@uipath.com</td></tr>
<tr><td>Invoicing: accounts.receivable@uipath.com</td><td>Others: contractnotice@uipath.com</td></tr>
<tr><td>Compliance: legal.compliance@uipath.com</td><td>Support: per Support Terms</td></tr>
</table>

9.8. **Publicity.** Customer authorizes UiPath to publicly identify it as a customer and include the Customer's name, trademarks, and logo on UiPath's website and other promotional and marketing materials.

9.9. **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.

9.10. **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 one and 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.

9.11. **Survival.** The following sections will survive non-renewal or termination of this Agreement for any reason: Add-ons. IP Rights, Independent Development and Residuals, Acceptable Use Policy, Disclaimer and Warranty Exclusions, Damages Exclusion, Limitation Of Liability, Compliance, Entity and Dispute Resolution, Independent Development and Residuals, Entire Agreement and 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, non-renewal or termination of the Agreement (whether or not expressly stated).

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