Master Software and Services Agreement

This Master Software and Services Agreement is entered into between UiPath and Customer, as below defined, as of the date (i) the last Party signs this Agreement or (ii) otherwise accepts the terms of this Agreement ("**Effective Date**"). UiPath and Customer are each a "**Party**" and collectively the "**Parties**" to this Agreement.

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 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 Master Software and Services Agreement, together with any other terms, and policies referred to herein**.**

d. "**AI Software**" means Software, excluding Input and Output, which consists of a machine-based system that is designed to operate with 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**" means the entity signing or otherwise accepting this Agreement.

h. "**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.

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

j. "**Fee(s)**" means the fees payable for the license to use the Technology or benefit from the Services and any expenses incurred in the performance of Services, as set forth in the applicable Order.

k. "**Input**" means any data, questions or information provided by the Customer to the AI Software for any purpose, including obtaining an Output or training an AI model.

l. "**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.

m. "**License Term**" means the duration of the license to use the Software, as stipulated in an Order.

n. "**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 defining the license grant permissions and related use restrictions applicable to each version of the Software licensed by Customer.

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

p. "**Order**" means the order form or statement of work placed either directly with UiPath or with a UiPath partner and mutually accepted by the respective Parties, and excluding any terms and conditions therein added unilaterally by Customer or a UiPath partner.

q. "**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. Output does not include any references to or summaries of Documentation.

r. "**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.

s. "**Services**" means professional services specified in an Order, excluding Support.

t. "**Software**" means (a) (i) generally available software products (whether production or non-production) licensed to Customer as specified in Orders, 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, 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.

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

v. "**Technology**" means each and together, the (i) Software identified in the applicable Order, (ii) materials developed by UiPath for Customer, including during performance of Services, and (iii) UiPath Background IPR.

w. "**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.

x. "**Trust Portal**" means the collection of documentation and policies made available and amended by UiPath from time to time at https://www.uipath.com/legal/trust-and-security (or successor website) and integrated by way of reference in the Agreement. UiPath may make changes to the Trust Portal documentation and policies but (i) no such change will result in a material adverse affirmative obligation on Customer except with prior notice and mutual agreement; and (ii) to the extent of an express conflict between the terms of this Agreement and the conflicting term of the Trust Portal documentation or policy, the terms of this Agreement will control to the extent of such conflict.

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

z. "**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, 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, (iii) common configurations and generic templates that are not specifically related to any Customer Data or Technology provided to Customer, (iv) materials developed by UiPath for Customer during performance of Services excluding Customer Data and (v) models, features, system prompts, pre-build schemas or training data).

2. Agreement Governance

2.1. This Agreement applies to the Software and Services identified in the relevant Orders and any UiPath Background IPR related thereto. Any software or service released after the Effective Date that is subsequently purchased by Customer may be governed by specific terms to be made available by UiPath upon such purchase. For the avoidance of any doubt, software or services released by UiPath under community, trial, early access, alpha, beta, preview, limited technical license, academic or learning designation, are governed by their applicable terms of use, made available on the Trust Portal.

3. License and IP Rights

3.1. **License.** Subject to the terms and conditions of this Agreement, UiPath grants Customer and its Affiliates, upon delivery and during the License Term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to access and use the Technology specified in the applicable Order, solely for their internal business purposes and in accordance with the applicable Licensing Policy and the associated Documentation.

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 below defined, provided that the Party has not done so in breach of this Agreement.

3.5. **Support**. UiPath will provide Customer with standard Support during the applicable License Term. Customer may purchase additional Support plans for improved services and response times. Standard Support and additional plans are described in the Support Terms available on UiPath's Trust Portal.

4. Acceptable Use; Third-Party Access

4.1. **Acceptable Use**. Customer represents that it will use the Technology in accordance with this Agreement and the Acceptable Use Policy. Without prejudice to the generality of the foregoing and to the greatest extent permitted by 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. 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 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, (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.

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 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;

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

g. 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;

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

i.   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; and

4.2.   Customer is responsible for using the AI Software in a legally compliant manner and for evaluating the legality and appropriateness of the Outputs. 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.

4.3.   **Third-Party Access.** Customer may allow its Authorized Users and Affiliates to use the Technology and access the Services solely for Customer's internal business purposes, provided that (i) Customer ensures its Authorized Users and Affiliates comply with the terms of this Agreement, (ii) Customer will not grant any additional rights, use or access other than set forth herein and will retain exclusive control over the Software, and (iii) 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 for 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. Use of Third-Party Services distributed by UiPath will be subject to the terms and conditions set by the relevant owners, as made available on the Trust Portal.

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.   Ordering Process

5.1.   **Orders.** All Orders are subject to this Agreement, irrespective of whether a reference to this Agreement is made or not. Commercial terms agreed in an Order shall only be applicable for the Software and specifics of that particular Order and shall not extend to subsequent Orders placed under the Agreement, unless expressly agreed by the Parties in those subsequent Orders.

5.2.   **Affiliates' Orders.** Customer may place Orders for its Affiliates under this Agreement and will cause such Affiliates to comply with Customer's obligations herein. Any Customer Affiliate may place Orders with UiPath

and its Affiliates, listed in the Governing Law and Dispute Resolution Section, by referencing this Agreement, and such Customer Affiliate will be deemed as Customer.

6. Payment Terms

6.1. **Applicability.** These payment terms and any commercial terms agreed between the Parties in writing apply only if Customer orders the Technology directly from UiPath. Payment terms agreed between Customer and a UiPath reseller or distributor are not binding on UiPath. Any reference to Customer in this section is a reference to its paying entity placing the Order.

6.2. **Payment.** Unless otherwise agreed in the applicable Order, UiPath will issue an invoice for each Order as follows: (i) Software Fees will be invoiced annually in advance; (ii) Services Fees will be invoiced as agreed by the Parties in the applicable Order. Invoices will be delivered only electronically, and Customer will pay them in accordance with the payment terms in the Order. All Orders are non-cancelable and, save as otherwise provided in this Agreement, all Fees are non-refundable. Upon termination of an Order or of this Agreement, all Fees due under the respective Order or under this Agreement, (i) that have already been invoiced, will immediately become due and payable, and (ii) that have not already been invoiced, will be immediately invoiced by UiPath and become due and payable within 30 (thirty) days of invoice date. Customer will pay all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by UiPath in connection with providing the Services. Except as otherwise provided in writing such expenses will be charged at cost and invoiced together with the Services or separately.

6.3. **Failure to Pay.** UiPath may charge interest at a monthly rate of the lesser of 1% (one percent) per month or the maximum rate permitted by applicable law on any overdue Fees, from the due date until the date the overdue Fees, including the applicable interest, until such are paid in full. If Customer fails to pay within 60 (sixty) days from the invoice date, UiPath may suspend or terminate the applicable Order by written notice.

6.4. **Payment Disputes.** Customer will pay any undisputed amounts in the invoice when due. Within 15 (fifteen) days from the invoice date Customer will report any alleged errors in the invoice to UiPath in writing with sufficient detail to allow UiPath to investigate the dispute. The Parties will work to settle the dispute amicably within 30 (thirty) days therefrom. UiPath may request Customer to provide additional information or documents to settle the payment dispute. Should Customer fail to provide UiPath with the requested information or documents within the 30 (thirty) days term stipulated herein, the disputed amount will become due and payable at the end of the 30 (thirty) days term.

6.5. **Taxes.** All Fees are exclusive of any taxes. Customer agrees to pay any applicable value added, goods and services, sales, use, gross receipts, or other transaction taxes, fees, charges or surcharges, or similar amounts ("Transaction Tax") that are owed under this Agreement and which UiPath is permitted to collect from Customer under applicable law. UiPath will exempt Customer from paying the Transaction Tax only when Customer provides UiPath with a validly signed tax exemption or equivalent certificate in any jurisdiction where such certificates are available. All payments will be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or because of any taxes, levies imports, duties, charge, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal, or other authority as required by law. UiPath is responsible for taxes and any employment obligations due for its personnel performing the Services.

6.6. **Changes.** UiPath is free to establish the Fees in its discretion. UiPath will not change the Fees applicable to an Order already accepted by it. UiPath will notify Customer of any change in Fees and such change will become effective upon Customer placing a new Order or the renewal of any current License Term following such notice.

7. Indemnification

7.1. **UiPath Indemnification.** UiPath, at its expense, will defend Customer against any claim, action, or legal proceeding made against Customer by a third party non-affiliated with the Customer, alleging that the use of the Technology, during the License Term and as delivered by UiPath, infringes the third party's patent or copyright

or that UiPath misappropriated the third party's trade secret ("**IP Claim**") and will indemnify against any damages finally awarded to Customer by a court of competent jurisdiction (or settlement amounts agreed to in writing by UiPath) in the limits set out in this Agreement.

7.2. **Customer Indemnification.** Customer, at its expense, will defend UiPath against any claim, action, or legal proceeding made against UiPath by a third party non-affiliated with UiPath (i) alleging that the Add-ons, Customer Data, or Customer's use of the Technology or Services violate, or infringe the third-party's IP Rights, or (ii) arising out of, or in connection with Customer Data or Customer's use of the Technology and Services in violation of Section 4.1 of this Agreement and will indemnify against any damages finally awarded to UiPath by a court of competent jurisdiction (or settlement amounts agreed to in writing by Customer) in the limits set out in this Agreement.

7.3. **Conditions.** A Party's obligations to defend and indemnify ("**Indemnifying Party**") are contingent on the Party seeking defense ("**Indemnified Party**") to (i) promptly notify the Indemnifying Party of any claim in writing; (ii) cooperate with the Indemnifying Party in the defense of the claim; (iii) grant the Indemnifying Party sole control of the defense or settlement of the claim (provided that the Indemnifying Party shall not enter into any settlement that admits liability on behalf of the Indemnified Party or imposes any obligations on such Indemnified Party other than cessation of use of the infringing Technology); (iv) not make any admissions about the claim without the Indemnifying Party's prior written consent, and (v) take all reasonable measures to mitigate the damages. The remedies in this section 7 (*Indemnification*) are the sole and exclusive remedies of the Indemnified Party and sole liability of the Indemnifying Party with respect to an IP Claim.

7.4. **Exclusions.** UiPath will have no liability for any claim arising from: (i) use of the Technology or Services in breach of the Agreement; (ii) modification of the Technology or Services by anyone other than UiPath; (iii) failure by Customer to install the latest updated version of the Technology, as instructed by UiPath, to avoid infringement, or security vulnerabilities or malfunctions; (iv) Third-Party Services, products or materials or their combination with the Technology or Services, if the Technology or Services would not be infringing without this combination.

7.5. **Remedies.** If a claim alleges that the Technology might infringe the IP Rights of a third party, or if in UiPath's judgment, such a claim may arise, UiPath may, at its option: (i) procure the right for Customer to continue using the Technology under the terms of the Agreement; (ii) replace/modify the impacted components to avoid the alleged infringement; or (iii) terminate Customer's license to the relevant component of the Technology and refund the associated prepaid and unused Fees for the infringing component.

8. Limitation of Liability

8.1. **Damages Exclusion.** Neither Party will be liable to the other for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages, loss of profits, loss of revenue or goodwill, loss or corruption of data, or interruption of business. Under no circumstances will 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.

8.2. **Liability Cap.** Except for acts of fraud or willful misconduct, damages resulting from death or bodily injury arising from gross negligence or willful misconduct, tangible property damage or indemnification for damages resulting from breach of third-party IP Rights, the maximum aggregate liability of each Party for all damages (individually and together) under or relating to this Agreement will not exceed the Fees paid to UiPath under this Agreement for the relevant Technology in the 12 (twelve) months before the initial claim giving rise to such damages.

8.3. **Applicability**. The foregoing will apply only to the extent permitted under applicable law, regardless of whether the claim arises from contract or tort and regardless of the theory of liability, but will not limit payment obligations under this Agreement, and irrespective of whether the other Party has been advised of the possibility

that such damage might incur. The Agreement allocates the risks between UiPath and Customer, and the Fees for Technology reflect this allocation of risk and limitations of liability.

9. Warranty

9.1. **Software Warranty**. UiPath warrants that, during the License Term, the Software will substantially conform to the Documentation, provided that the Software is used in accordance with the terms of this Agreement, the Documentation, and applicable law. To the extent permitted by law, UiPath's sole liability under this warranty will be, in UiPath's reasonable commercial discretion, a repair or replacement of the relevant Software, or if UiPath determines in its sole discretion that the foregoing remedy is not commercially reasonable, UiPath may terminate Customer's license to the relevant component of the Software and refund the associated prepaid and unused Fees for the relevant component.

9.2. **Services Warranty**. UiPath warrants that Services will be performed in a professional and workmanlike manner.

9.3. **Customer Warranty**. Customer represents that 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 timely perform any Services. UiPath's provision of the Services is contingent upon the warranty provided herein. Customer grants UiPath, its Affiliates and subcontractors a non-exclusive, limited license to use Customer Data necessary for performing the Services.

9.4. **Warranty Exclusions**. Subject to the above limited warranties, the Technology 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 merchantability, fitness for a particular purpose or non-infringement or the ability of the Technology to integrate or interoperate with other software or services or perform uninterrupted or error-free. Each Party disclaims all liability for Third-Party Services and Output.

9.5. **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.

10. Compliance

10.1. **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.

10.2. **Audit.** UiPath may, at its expense, verify that Customer's use, access, installation, or deployment of the Technology complies with the terms of this Agreement. Additionally, no more than once every twelve (12) months, UiPath may perform the verifications onsite, either directly or by appointing a subcontractor, and Customer agrees to provide all required assistance and support. If the verification discloses a non-conformity Customer will immediately address it.

10.3. **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 and any Order placed hereunder. 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 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.

10.4. **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.

10.5. **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.

10.6. **Information Security**. UiPath has implemented and will continue to maintain and enforce a written information security program that includes administrative, technical and physical safeguards that are appropriate to the Software, Technology and Services provided by UiPath, as further detailed in UiPath's Information Security Exhibit available on the Trust Portal. This Exhibit may be adjusted from time to time to reflect relevant changes in industry standards, technology and material changes to UiPath's business.

10.7. **Responsible AI Software.** UiPath complies with applicable laws in providing the AI Software and implements policies aligned with industry standards for the ethical and responsible provision of AI Software. UiPath may make available copies of such policies upon Customer's written request. Customer is responsible for complying with applicable laws in using the AI Software.

10.8. **Improvements.** UiPath may, from time to time, modify, replace or introduce third-party artificial intelligence

models available for use within the AI Software. Any such updates shall not materially adversely affect the core functionality of the AI Software and UiPath shall make commercially reasonable efforts to reflect the updates in the Documentation.

10.9. **Configuration.** Customer may configure or disable third-party artificial intelligence models within the AI Software. UiPath will provide reasonable instructions in the Documentation to facilitate such configuration or disablement.

11. Term and Termination

11.1. **License Term.** The license term for the Software will be stated in the Order ("**License Term**").

11.2. **Term of the Agreement**. This Agreement is effective as of the Effective Date and will continue until terminated by either Party as described under this Agreement. In case there is an ongoing Order upon termination of the Agreement, the Parties hereby agree that the terms of this Agreement will be automatically extended until the expiration of the Order's License Term and any renewal term thereof.

11.3. **Termination**. This Agreement may be terminated as follows:

a. **Material Breach of the Agreement**: by either Party, immediately upon written notice to the other, if the other Party has made a material breach hereunder and, to the extent the breach can be cured, has not been cured within thirty (30) days from the notice date.

b. **Change of Control:** by UiPath, with thirty (30) days written notice, in case of a change of control as prescribed in the Change of Control section.

c. **Additional Termination Events:** by either Party, immediately upon written notice to the other Party (i) when, due to the applicable law or on account of a regulator's or similar body's decision or ordinance, it becomes unlawful or illegal for it to continue the performance of this Agreement, including but without limitation, as a result of any export control obligations; or (ii) if such other Party commences or has commenced against them bankruptcy, (or dissolution proceedings, has a receiver appointed for a substantial part of its assets, is unable to pay its invoices or loans when due, or ceases to operate in the ordinary course of business; or (iii) if currency repatriation provisions or other currency restrictions are imposed by any government body which prevent or restrict the ability of Customer to make any net payments to UiPath as required hereunder.

11.4. **Effect of Termination.** Except for termination of this Agreement for Customer's material breach, all Orders will continue to be in effect until the expiration of their License Term. Unless otherwise agreed by the Parties in writing, termination of an Order will not trigger termination of this Agreement. Upon termination of this Agreement, an Order or expiration of any License 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 License Term. Customer acknowledges that, except as otherwise provided under this Agreement, it will not be entitled to a refund of any Fees paid hereunder after the delivery of Services, Technology or the Software activation key or any renewal thereof.

12. Governing Law and Dispute Resolution

12.1. **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.

12.2. **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 or arbitration costs of the other Party, irrespective of the outcome.

12.3. **Arbitration Agreement for Customers in North America and India**. Subject to amicable settlement, disputes with Customers in (i) 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 and (ii) India shall be administered in English by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre by a tribunal consisting of one (1) arbitrator. 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.

12.4. **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 Avenue, 60th floor, 10017 New York, New York, United States	New York law	New York, State of New York, United States
India	UiPath Robotic Process Automation India Private Limited, at 7th floor, Prestige Trade Tower, 46, Palace Road, Sampangi Rama Nagar, Bangalore, Karnataka, India, 560001	Indian Law	Bangalore, India
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

13. General

13.1. **Subcontractors**. UiPath may use subcontractors to perform the Services and will be responsible for performance of the Services by such subcontractors as for its own actions under this Agreement.

13.2. **Data Restrictions**. Customer is prohibited from transmitting, storing or processing CHD and SAD for purposes of using Cloud and AI Software and while engaging UiPath for Support and Services. PII shared by Customer and processed by UiPath as a processor on behalf of Customer, will be governed by the privacy policy and data processing agreement available on the Trust Portal. PHI shared by Customer and processed by UiPath to the extent legally required, will be governed by the business associate agreement executed between the Parties.

13.3. **Customer Data.** UiPath may use Customer Data, including Inputs and Outputs and PII solely as necessary to provide, support and improve (including through model training) the Software and Services, as described in the Documentation, and to comply with applicable law. Customer may be able to opt out of Software improvement programs, including model training, via functionality included in the Software. UiPath shall not use Customer Data for the purposes of training or fine tuning any third-party machine learning or artificial intelligence models.

13.4. **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.

13.5. **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. Any conflict of interpretation in the terms of this Agreement will be settled in the following order of precedence: (i) Order accepted by the Parties, (ii) additional terms for new features/functionalities provided to Customer, and (iii) this instrument. If any provision hereof is or becomes illegal, invalid or unenforceable for any reason, all other provisions of this Agreement will remain in full force and effect.

13.6. **Force Majeure.** Except for any payment obligations, 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.

13.7. **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.

13.8. **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.

13.9. **No TUPE**. For the avoidance of doubt, the license granted under this Agreement or the provision of Services, including Support, by UiPath to Customer or its Affiliates does not represent a transfer of undertaking within the meaning of any national, state, and local laws and regulations (including European Union, where applicable) on the safeguarding of the employees' rights in the event of transfer of undertakings, businesses, or parts thereof. However, in the event that any public authority or body or any employee (or former employee) of UiPath/Customer or its Affiliates claims or alleges or otherwise is deemed that he/she has transferred to or become employed by the other Party as a result of this Agreement, by virtue of the aforementioned legal provisions ("**Transfer Claim**"), the one Party which becomes aware of any Transfer Claim shall give notice to the other party of such Transfer Claim as soon as reasonably practicable and the Parties should co-operate in good faith in order to challenge such Transfer Claim.

13.10.**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 an 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
Privacy: privacy@uipath.com	Security: security.breach@uipath.com	E-mail address of the business account contact if different than that on record with UiPath
Invoicing: customerpo@uipath.com	Others:	

	contractnotice@uipath.com	{{TEXTBOX:CONTACT_EMAIL}}
Compliance: ethics.compliance@uipath.com	Support: per Support Terms	

13.11. **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.

13.12. **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.

13.13. **Survival.** The following sections will survive expiration or termination of this Agreement for any reason: IP Rights, Payment Terms, Limitation of Liability, Compliance, Governing Law and Dispute Resolution, Notices, Waiver and Reservation of Rights, 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).