



## Marketplace Standard Partner Terms

These Standard Partner Terms (the “**Agreement**”) is between You (or “**Customer**”) and the Marketplace partner (“**Partner**”; each, a “**Party**” and together, the “**Parties**”) from which You are purchasing Products (defined below) and governs the use of Products purchased through the UiPath Marketplace.

This Agreement is the Parties’ entire agreement on this subject and merges and supersedes all related prior and contemporaneous agreements. By agreeing to these terms, You represent and warrant that you have the authority to accept this Agreement, and You also agree to be bound by its terms. This Agreement applies to all Orders entered into under this Agreement.

Both Parties acknowledge and agree that UiPath is not a Party to this Agreement and is not responsible for either Party’s actions or obligations under this Agreement. UiPath’s relationship with Customer and Partner is solely governed by UiPath’s agreement with each of these Parties. UiPath disclaims all liability resulting from this Agreement and from any Orders placed under this Agreement.

### 1. Defined Terms.

Terms used with capital letters have the meaning prescribed below or within the body of these Terms.

“**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.

“**Customer Data**” means all data, including all text, sound, software, image or video files that are provided to Partner or its Affiliates by, or on behalf of, Customer and its Affiliates through use of the Product. Customer Data does not include Support Data. “**Support Data**” means all data, including all text, sound, video, image files, or software, that are provided to Partner by or on behalf of Customer (or that Customer authorizes Partner to obtain from a Product) through an engagement with Partner to obtain technical support for the Product covered under this Agreement.

“**Data Protection Laws**” means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution relating to data security, data protection and/or privacy, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data (“**GDPR**”) and the California Consumer Privacy Act (“**CCPA**”), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted.

“**Documentation**” means any officially published user manuals, written examples, instructions, release notes, or help files.

“**End User**” means any person Customer permits to use a Product or access Customer Data.

“**Feedback**” means all suggestions, comments, input, ideas, reports, information or know-how (whether in oral, electronic or written form) that one Party provides to the other in relation to recipient’s Confidential Information, products, or services.

“**Order**” means any order, purchase, installation, download or enablement of a Product (including renewals and upgrades), through the UiPath Marketplace.

“**Partner**” means the third-Party natural person or legal entity that creates a Product listing on the UiPath Marketplace.

“**Personal Data**” means any information relating to an identified or identifiable natural person.

“**Product(s)**” means any software programs, development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software provided by Partner to Customer, together with all new versions, modifications, updates, patches, improvements, enhancements, extensions, or similar derived works thereto; (ii) any complete or partial copies of the foregoing; (iii) Documentation, (iv) derived works of all the foregoing, but excluding open source software components, each of which has its copyright notice and license included in the license file.

“**Representatives**” means a Party’s employees, Affiliates, contractors, advisors and consultants.

“**Standard Contractual Clauses**” means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR.

“**Subcontractor**” means any third party: (1) to whom Partner delegates its obligations under this Agreement, including a Partner Affiliate not contracting directly with Customer through an Order; or (2) who, in performing under a contract between it and Partner or a Partner Affiliate, stores, collects, transfers or otherwise processes Personal Data (obtained or accessed in connection with performing under this Agreement) or other Customer Confidential Information.

“You” or “Customer” means the natural person or the legal entity, together with their employees and authorized representatives, placing Orders on the UiPath Marketplace for Partner Products.

## 2. License to Products

- 2.1. **License Grant.** Products are licensed and not sold. Upon UiPath’s acceptance of an Order, and subject to Customer’s compliance with this Agreement, Partner grants Customer a nonexclusive and limited license to copy, download, install, run, access, display, use or otherwise interact with, the ordered Products. These licenses are solely for Customer’s own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.
- 2.2. **Duration of Licenses.** Licenses granted on a subscription basis expire at the end of the applicable subscription period set forth in the Order, unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Products. All other licenses become perpetual upon payment in full.
- 2.3. **End Users.** Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.
- 2.4. **Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Partner. Customer will remain responsible for all obligations under this Agreement and for its Affiliates’ compliance with this Agreement and any applicable Order(s).
- 2.5. **Reservation of Rights.** Partner reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use Products on a device do not give Customer any right to implement Partner’s patents or other intellectual property in the device itself or in any other software or devices.
- 2.6. **Restrictions.** Except as expressly permitted in this Agreement, Documentation or an Order, Customer must not (and is not licensed to): (a) copy, modify, reverse engineer, decompile, or disassemble any Product, or attempt to do so; (b) install or use any third-Party software or technology in any way that would subject Partner’s intellectual property or technology to any other license terms; (c) work around any technical limitations in a Product or restrictions in Documentation; (d) separate and run parts of a Product on more than one device; (e) upgrade or downgrade parts of a Product at different times; (f) use a Product for any unlawful purpose; (g) transfer parts of a Product separately; or (h) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.
- 2.7. **License Transfers.** Customer may only transfer fully-paid, perpetual licenses to (a) an Affiliate or (b) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (i) a divestiture of all or part of an Affiliate or (ii) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Partner of a License transfer and provide the transferee a copy of this Agreement and any other documents necessary to show the scope, purpose, and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.
- 2.8. **Feedback.** Any Feedback is given voluntarily, and the provider grants to the recipient, without charge, a non-exclusive license under provider’s owned or controlled non-patent intellectual property rights to make, use, modify, distribute, and commercialize the Feedback as part of any of recipient’s products and services, in whole or in part and without regard to whether such Feedback is marked or otherwise designated by the provider as confidential. The provider retains all other rights in any Feedback and limits the rights granted under this section to licenses under its owned or controlled non-patent intellectual property rights in the Feedback (which do not extend to any technologies that may be necessary to make or use any product or service that incorporates, but are not expressly part of, the Feedback, such as enabling technologies).

## 3. Privacy

- 3.1. **EU Standard Contractual Clauses.** To the extent applicable, the Parties will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland. All transfers of Customer Data out of the European Union, European Economic Area, and Switzerland will be governed by the Standard Contractual Clauses, as designated by the European Commission, made available by the Partner at the applicable URL for such terms or as otherwise communicated to Customer.
- 3.2. **Personal Data.** Customer consents to the processing of Personal Data by Partner and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Partner, Customer will obtain all required consents from third parties (including Customer’s contacts, partners, distributors, administrators, and employees) under applicable privacy and Data Protection Laws.

- 3.3. **Processing of Personal Data; GDPR.** To the extent Partner is a processor or subprocessor of Personal Data subject to the GDPR, the Standard Contractual Clauses govern that processing and the Parties also agree to the following terms in this subsection (“Processing of Personal Data; GDPR”):
- (i) **Processor and Controller Roles and Responsibilities.** Customer and Partner agree that Customer is the controller of Personal Data and Partner is the processor of such data, except when (a) Customer acts as a processor of Personal Data, in which case Partner is a subprocessor or (b) stated otherwise in any Product-specific terms. Partner will process Personal Data only on documented instructions from Customer. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Partner that Customer’s instructions, including appointment of Processor as a processor or subprocessor, have been authorized by the relevant controller.
  - (ii) **Processing Details.** The Parties acknowledge and agree that: (a) the subject-matter of the processing is limited to Personal Data within the scope of the GDPR; (b) the duration of the processing will be for the duration of the Customer’s right to use the Products and until all Personal Data is deleted or returned in accordance with Customer instructions or the terms of this Agreement; (c) the nature and purpose of the processing will be to provide the Products pursuant to this Agreement; (d) the types of Personal Data processed by the Products include those expressly identified in Article 4 of the GDPR; and (e) the categories of data subjects are Customer’s representatives and end users, such as employees, contractors, collaborators, and customers, and other data subjects whose Personal Data is contained within any data made available to Partner by Customer.
  - (iii) **Data Subject Rights; Assistance with Requests.** Partner will make information available to Customer in a manner consistent with the functionality of the Product and Partner’s role as a processor of Personal Data of data subjects and the ability to fulfill data subject requests to exercise their rights under the GDPR. Partner will comply with reasonable requests by Customer to assist with Customer’s response to such a data subject request. If Partner receives a request from Customer’s data subject to exercise one or more of its rights under the GDPR in connection with a Product for which Partner is a data processor or subprocessor, Partner will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Product. Partner will comply with reasonable requests by Customer to assist with Customer’s response to such a data subject request.
  - (iv) **Use of Subprocessors.** Customer consents to Partner using the subprocessors listed at the applicable Partner URL or as otherwise communicated to Customer. Partner remains responsible for its subprocessors’ compliance with the obligations herein. Partner may update its list of subprocessors from time to time, by providing Customer at least fourteen (14) days notice before providing any new subprocessor with access to Personal Data. If Customer does not approve of any such changes, Customer may terminate any subscription for the affected Product without penalty by providing, prior to expiration of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.
  - (v) **Records of Processing Activities.** Partners will maintain all records required by the GDPR and, to the extent applicable to the processing of Personal Data on behalf of Customer, make them available to Customer upon request.

#### 4. Confidentiality

- 4.1. **Confidential Information.** “Confidential Information” is non-public information that is designated “confidential” or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer’s account authentication credentials. Confidential Information does not include information that: (a) becomes publicly available without a breach of a confidentiality obligation; (b) the receiving Party received lawfully from another source without a confidentiality obligation; (c) is independently developed; or (d) is a comment or suggestion volunteered about the other Party’s business, products or services.
- 4.2. **Protection of Confidential Information.** Each Party will take reasonable steps to protect the other’s Confidential Information and will use the other Party’s Confidential Information only for purposes of the Parties’ business relationship. Neither Party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each Party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other Party.
- 4.3. **Disclosure required by law.** A Party may disclose the other’s Confidential Information if required by law, but only after it notifies the other Party (if legally permissible) to enable the other Party to seek a protective order.
- 4.4. **Duration of Confidentiality obligation.** These obligations apply: (1) for Customer Data, until it is deleted by Partner; and (2) for all other Confidential Information, for a period of five years after a Party receives the Confidential Information.

## 5. Service Level Agreement

- 5.1. **Support.** Partner may offer further availability and support obligations for a Product. Such service level agreement (“SLA”) will be made available by the Partner at the applicable URL for such SLA or as otherwise communicated to Customer.

## 6. Compliance.

- 6.1. **Records.** Customer must keep records relating to Products it and its Affiliates use or distribute. At Partner’s expense, Partner may verify Customer’s and its Affiliates’ compliance with this Agreement at any time upon 30 days’ notice. To do so, Partner may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Partner or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use and reimburse Partner for its costs incurred in verification. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance. Nothing in this section limits Customer’s right to audit Partner under the GDPR provisions.

## 7. Partner Representation and Warranties

- 7.1. Partner continuously represents and warrants that: (i) it has full rights and authority to enter into, perform under, and grant the rights in, this Agreement; (ii) its performance will not violate any agreement or obligation between it and any third party; (iii) the Product will substantially conform to the Documentation; (iv) the Product will not: (a) to the best of Partner’s knowledge, infringe or violate any third-party patent, copyright, trademark, trade secret, or other proprietary right; or (b) contain viruses or other malicious code that will degrade or infect any products, services, software, or Customer’s network or systems, and; (v) while performing under this Agreement, Partner will comply with law, including Data Protection Laws and anti-corruption laws.
- 7.2. **WARRANTY EXCLUSIONS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PRODUCT IS PROVIDED “AS IS”. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTNER DISCLAIMS ANY AND ALL OTHER WARRANTIES (EXPRESS, IMPLIED OR STATUTORY, OR OTHERWISE) INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR COURSE OF PERFORMANCE.**

## 8. Indemnification and Limitation of Liability

- 8.1. **Indemnification by Customer.** Customer will defend Partner and its Affiliates from and against any and all third party claims, actions, suits, proceedings arising from or related to Customer’s or any authorized user’s violation of this Agreement or user terms (a “Claims Against Partner”), and will indemnify Partner and its Affiliates for all reasonable attorney’s fees incurred and damages and other costs finally awarded against Partner or its Affiliates in connection with or as a result of, and for amounts paid by Partner or its Affiliates under a settlement Customer approves of in connection with a Claim Against Partner. Partner must provide Customer with prompt written notice of any Claims Against Partner and allow Customer the right to assume the exclusive defense and control of the claim, and cooperate with any reasonable requests assisting Customer’s defense and settlement of such matter.
- 8.2. **Indemnification by Partner.** Partner will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the use of the Product as permitted under this Agreement infringes or misappropriates a third party’s intellectual property rights (a “Claim Against Customer”), and will indemnify Customer for all reasonable attorney’s fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement Partner approves of in connection with a Claim Against Customer; provided, however, that the Partner has no liability if a Claim Against Customer arises from: (1) Customer Data or non-Partner products, including third-Party software; and (2) any modification, combination or development of the Product that is not performed or authorized in writing by Partner, including in the use of any application programming interface (API). Customer must provide Partner with prompt written notice of any Claim Against Customer and allow Partner the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Partner’s defense and settlement of such matter. This section states Partner sole liability with respect to, and Customer’s exclusive remedy against Partner for, any Claim Against Customer.
- 8.3. **DAMAGES EXCLUSION.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF USE, LOSS OF PROFITS, OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.
- 8.4. **LIABILITY CAP.** UNLESS PROHIBITED BY APPLICABLE LAWS AND EXCEPT FOR ACTS OF FRAUD OR WILLFUL MISCONDUCT AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREUNDER, THE MAXIMUM AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS (INDIVIDUALLY AND TOGETHER) UNDER, OR RELATING TO, THIS

AGREEMENT WILL NOT EXCEED THE AMOUNT CUSTOMER PAID FOR THE OFFERING DURING THE 12 MONTHS BEFORE THE CLAIM.

## 9. Pricing and Payment

- 9.1. Customer's pricing and payment terms for a given Order are set forth and governed by the applicable Order.
- 9.2. **Return Policy.** Except as expressly provided in this Agreement, and except where refunds and other remedies cannot be excluded under the applicable laws, all Orders are non-cancelable and non-refundable.

## 10. Term and Termination.

- 10.1. **Term.** This Agreement is effective until terminated by a Party, as described below. The term for each Order will be set forth therein.
- 10.2. **Termination without Cause.** Unless otherwise set forth in an Order, either Party may terminate this Agreement or any Order without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement. Except as expressly provided in this Agreement, Partner will not provide refunds or credits if the Agreement or an Order is terminated without cause.
- 10.3. **Termination for Cause.** Without limiting other remedies it may have, either Party may terminate this Agreement or any Order immediately on notice if (i) the other Party materially breaches the Agreement or an Order, and fails to cure the breach within 30 days after receipt of notice of the breach; or (ii) the other Party becomes insolvent. Upon such termination, the following will apply:
- (i) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses;
  - (ii) All amounts due under any unpaid invoices will become due and payable immediately;
  - (iii) If Partner is in breach, Customer will receive a refund or credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.
- 10.4. **Suspension.** Partner may suspend use of the Product without terminating this Agreement during any period of material breach. Partner will give Customer reasonable notice before suspending the Product. Suspension will only be to the extent reasonably necessary.
- 10.5. **Survival.** The terms of this Agreement, including the applicable Order, that are likely to require performance, or have application to events that may occur, after the termination or expiration of this Agreement or any Order, will survive termination or expiration, including all indemnity obligations and procedures.

## 11. Governing Law and Dispute Resolution

- 11.1. **Governing Law.** This Agreement is governed by the laws indicated below, depending on Your domicile/headquarters, without regard to conflicts of law provisions:
- (i) **United States of America, Canada or Mexico (North America):** If you acquired the Product in the North America, the laws of the state or province where You live or where Your principal place of business is located, govern the interpretation of these terms, claims for breach of them, and all other claims (including consumer protection, unfair competition, and tort claims);
  - (ii) **Outside of North America:** If you acquired the Products in any other country, the laws of that country apply.

## 12. General

- 12.1. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and takes prevalence over any prior written or oral agreement between them with respect to such subject matter. Unless otherwise agreed in a writing signed by both Parties, Partner will not change the terms of this Agreement, including privacy terms, during the term of this Agreement. If there is a conflict between any parts of this Agreement, the following order of precedence will apply: (i) Order; (ii) this Agreement; (iii) Service Level Agreement (SLA); and (iv) Documentation.
- 12.2. **Independent contractors.** The Parties are independent contractors. Customer and Partner each may develop products independently without using the other's Confidential Information.
- 12.3. **Non-Exclusivity.** Customer is free to enter into agreements to license, use, and promote the services of others.

- 12.4. **Assignment.** Either Party may assign this Agreement to an Affiliate, but it must notify the other Party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Partner may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Furthermore, either Party may assign this Agreement without the consent of the other Party in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such Party's assets. Any other proposed assignment of this Agreement must be approved by the non-assigning Party in writing. Assignment will not relieve the assigning Party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.
- 12.5. **Interpretation.** If any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. UiPath's failure to enforce any provision of this Agreement will not constitute a waiver of UiPath's rights to subsequently enforce the provision. In this Agreement, headings are for convenience only and terms such as "including" are to be construed without limitation.
- 12.6. **Applicable Language.** This Agreement is made in the English language only, which language will be controlling in all respects, and all versions hereof in any other language will not be binding on the Parties hereto. All communications and notices to be made or given pursuant to this Agreement and any dispute resolution (including, but not limited to, any court proceeding, legal notices, motions, discovery, etc.) will be in the English language only.
- 12.7. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving Party.
- 12.8. **No third-Party beneficiaries.** Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon, or give to, any third party, any rights, remedies or other benefits under or by reason of this Agreement.
- 12.1. **Notices.** Notices under this Agreement must be sent by e-mail, with a suggestive subject, to the address Customer identifies on its account as its contact for notices and will be effective on the next business day after being sent.
- 12.9. **Order of precedence.** The body of this Agreement will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- 12.10. **Compliance with Laws.** Partner will comply with all laws and regulations applicable to its provision of Products. Partner will obtain and maintain any approvals, licenses, filings, or registrations necessary to its performance, and will comply with all law (including law related to export, corruption, money laundering, or any combination of these). Customer must also comply with laws applicable to their use of the Products.