

UiPath Marketplace Partner Agreement

This Agreement is a binding agreement between You and UiPath (as defined below, each a “**Party**” and together, the “**Parties**”) as of the date You sign or accept this Agreement or otherwise access or use the Marketplace (“**Effective Date**”). If You are an individual using the UiPath Marketplace on behalf of Your company, organization or other entity (for example, as an employee), then “You” means Your entity and You are binding Your entity to this Agreement.

Your right to access and use the Marketplace is subject to Your acceptance and continued compliance with this Agreement. If You do not accept this Agreement, You may not use the Marketplace.

This Agreement does not have to be signed to be binding. You confirm that You accept this Agreement by (i) checking the box (or similar action) to accept the Agreement that is presented to You at the time You sign up to list Partner Products on the UiPath Marketplace, or (ii) by submitting any Partner Product for listing on the UiPath Marketplace. If You do not agree to this Agreement, do not use or access, the UiPath Marketplace.

1. Defined Terms. Terms used with capital letters have the meaning prescribed below or within the body of this Agreement.

“**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.

“**Agreement**” means this Marketplace agreement together with the Policies, and any documentation referenced herein.

“**Authorized Users**” means either Party’s officers, directors, employees, representatives, and contractors.

“**Covered Parties**” means UiPath, its Affiliates, and each of their respective Authorized Users.

“**Customer**” means the Customer placing orders for Partner Products on the UiPath Marketplace.

“**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.

“**Feedback**” means all suggestions, comments, input, ideas, reports, information or know-how (whether in oral, electronic or written form) provided by You to UiPath in connection with the Marketplace or any UiPath Assets.

“**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, machine learning models or similar, 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.

“**Listing**” means the creation or display in the Marketplace of a catalog entry and/or description for a Partner Product.

“**Marketplace Fee**” means the fee payable by Partner to UiPath, in the percentage designated by UiPath on the Marketplace, which is calculated on the fee applicable to each Partner Product order, less the applicable transaction cost charged by the Payment Processor.

“**OSS**” means any software component that is included or used in any of the Partner Products, that is governed by a license commonly referred to as open source, free software, copyleft, or community source code license, including, without limitation, the GNU General Public License, the GNU Lesser General Public License, or the Mozilla Public License

“**Partner**” or “**You**”/“**Your**” means the natural person or legal entity that submits a Partner Product to UiPath for listing on the Marketplace subject to the terms of this Agreement.

“**Partner Account**” means a service account created by Partner to submit a Partner Product through the Marketplace, accessible via use of a username and a password.

“**Partner Assets**” means, collectively, Partner Products, Partner Trademarks, Partner Confidential Information, Partner Terms, and all other content that You submit or make available through the Partner Product.

“**Partner Product**” means the Partner software (including any development kits, protection mechanisms, plugins, connectors, extensions, scripts or any other software developed and branded by, or for, Partner, together with all new versions, modifications, updates, patches, improvements, enhancements, extensions, or similar derived works thereto, and the related Documentation) or Professional Services, submitted by Partner to UiPath for consideration for distribution through the Marketplace.

“**Partner Terms**” means the license agreement or terms of service specified by the Partner, including any terms of use applicable during trial periods and any privacy policies, applicable to the Partner Products, and entered into between Partner and Customers. If Partner does not designate any applicable terms, the Standard Free Partner Terms (set forth at the end of this Agreement as Exhibit A.) will apply to Partner Products made available for free or during the trial period, and the Standard Partner Terms will apply to Partner Products made available for charge, except that Standard Free Partner Terms and Standard Partner Terms will not apply to Professional Services, which may only be provided by Partner subject to Customer’s acceptance of Partner’s custom professional services terms. “**Payment Processor**” means a third-party payment processing service provider designated by UiPath to process all payments and charges for Partner Products published on the Marketplace.

“**Payout Period**” means a 15 (fifteen) day period between the date an order for a Partner Product is placed by Customer and the date the fees due to Partner for the order are credited to Partner’s bank account. The Payout Period only applies to payments made by Customers by credit card.

“**Personal Data**” means (i) information related to an identified or identifiable natural person as defined by, as applicable, the GDPR, the 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) payment card information, which can be linked to an individual, as defined by Payment Card Industry Data Security Standard (“**PCI**”).

“**Policies**” means the applicable additional terms and policies made available by UiPath on the Trust Portal (as defined below) and/or in the Marketplace, as may be modified from time to time, including without limitation, the Acceptable Use Policy, the Privacy Policy, and the Publishing Guidelines.

“**Professional Services**” means any services provided by Partner to Customers as detailed in the relevant Partner Terms, which may include, but are not limited to, general professional services, configuration services, implementation services, customization services, consulting services, subcontracting services, trainings, etc.

“**Trademarks**” means any trademarks, tradenames, service marks, symbols, logos, brand names and other proprietary indicia of the Parties, under common law, state law, federal law and laws of foreign countries, as the case may be.

“**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 this Agreement.

“**UiPath**” or “**we**”/“**us**” means UiPath Inc., with headquarters at 452 5th Avenue, 22nd floor, 10018 New York, New York, United States and UiPath SRL, with headquarters at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania.

“**UiPath Assets**” means, collectively, UiPath Marketplace, UiPath websites, UiPath CI (as defined below), UiPath Data, UiPath Products, and UiPath Trademarks.

“**UiPath Data**” means any data or information connected with, or related to, any and all UiPath Products, including but not limited to, information relating to UiPath’s research, activities, products, software, services, data, techniques, strategies, personnel information and processes.

“**UiPath Marketplace**” or “**Marketplace**” means that certain UiPath platform (and all related content, materials and services, including any associated software), currently named “UiPath Marketplace,” and any and all successors, replacements, new versions, and updates and upgrades thereto, which platform allows: (a) Partners to submit Partner Products for review for inclusion in the UiPath Marketplace, (b) Partners to make available Partner Products to Customers, and (c) Customers to download and/or purchase Partner Products or UiPath Products, via in-product access and/or through one or more UiPath websites.

“**UiPath Products**” means (i) any software products developed by or for UiPath and/or its Affiliates 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, and (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.

2. Account and Listings

2.1. **Partner Account.** To create a Listing, You must open a Partner Account and provide all information required by UiPath for Your approval as a Marketplace Partner. To publish paid Partner Products on the Marketplace, You are required to set up a financial account with the Payment Processor authorizing the Payment Processor to collect and remit payments on Your behalf for Partner Products distributed via the Marketplace. By creating a Partner Account, You authorize UiPath to: (i) access Your Partner Account and any data contained in Your Partner Account; (ii) assist You when creating and managing transactions with Your

Customers; and (iii) if applicable, deduct the Marketplace Fee (as described below) from the funds payable to You, and withhold or offset sums You owe to UiPath under this Agreement against amounts that are payable to You. The contact information You provide may be displayed in the Partner Product Listing for transactional purposes and Customer support. You are responsible for all activity that takes place in Your Partner Account.

- 2.2. **Merchant of Record.** Under this Agreement, You appoint and authorize UiPath, as merchant of record for all Partner Product sales to Customers made through the UiPath Marketplace, and UiPath accepts such appointment. By appointing UiPath as merchant of record You do not transfer ownership title to any Partner Product to UiPath, and You agree that UiPath has no liability or obligation towards the Customers with respect to the Partner Products, including in respect of support, maintenance, service uptime, error or bug fixes, or improvements. You will be solely responsible for providing support to Customers, in accordance with this Agreement.
- 2.3. **Product Listings.** Except as provided in the Publishing Guidelines You must submit each Partner Product (including any updates) and the relevant Partner Assets to UiPath for security review and certification (which may include, without limitation: information requests to you, reviews of Your Documentation, security testing or technical testing and reviews), before publishing for distribution through the Marketplace. Where required for the performance of security testing, UiPath reserves the right to request that You provide the source code to Your Partner Product, but solely for the purpose of UiPath conducting security tests. UiPath has no obligation to make available any of the Partner Products that You submit, or to maintain the availability of the Partner Product, even if that Partner Product qualifies for certification or is certified. You may not add any new functionality to the Partner Product which requires written consent from the Customer without first providing notice and obtaining the required consents.
- 2.4. **Product Ratings.** Customers may comment on and rate Partner Products made available on the Marketplace. UiPath may use those ratings to determine the placement or marketing of Partner Products in the Marketplace. UiPath may remove any rankings, ratings, or comments in violation of the terms of this Agreement and the applicable laws. You may not attempt to manipulate rankings, ratings or comments for the Partner Product or any other product. You may not offer incentives to Your Customers to give You a ranking, rating or make a comment on the Marketplace.
- 2.5. **Removal Policies.** UiPath may revoke any Partner Account and remove or suspend the availability of any Partner Product (including any Partner Product ratings and reviews) from the Marketplace and pursue any other remedies available to UiPath, with reasonable notice to You, for the following reasons: (i) Your breach of the terms of this Agreement (including the Policies); (ii) Your failure to keep the information in Your Partner Account accurate and up to date; (iii) Your termination of this Agreement or of the license grants associated with a Partner Product; (iv) an assertion or claim that the Partner Product infringes the IP Rights of a third party; (v) complaint(s) about the content or quality of the Partner Product or Your failure to provide satisfactory Customer support in respect of Your Products; or (vi) Your actual or potential violation of any applicable laws. If You wish to remove a Partner Product from the Marketplace, You may request removal via Your Partner Account. Subject to any applicable wind-down periods specified in this Agreement, UiPath may remove the Partner Product from the Marketplace within a reasonable period from Your request.

3. Pricing and Payments

- 3.1. **Product Pricing.** You are responsible for setting the fee (including, without limitation, subscription fee or periodic payment) that Customers must pay for the Partner Products, in the currencies permitted by the Payment Processor. You may also choose to distribute or make available Partner Products at no charge to Customers.
- 3.2. **Payment.** Any and all payments for the Partner Products shall be made through the Payment Processor, subject to the Payout Period, where applicable. Partner understands and agrees that it also needs to enter into a payment agreement with the Payment Processor, abide by all the rules and policies required by the Payment Processor, and maintain a valid Partner Account. Partner is solely responsible for: (i) providing the necessary information that will allow UiPath or the Payment Processor to apply the correct tax treatment on the invoice; and (ii) verifying that it has received payment for each distribution of the Partner Product(s) through the Marketplace. All invoices for amounts payable by You to UiPath under this Agreement will be issued to You by UiPath Inc.
- 3.3. **Marketplace Fee.** UiPath is due a Marketplace Fee for each completed distribution of a Partner Product, whether the distribution is made within the Marketplace or outside the UiPath Marketplace, if such distributions are initiated by Customers via a lead form in the Marketplace. The Marketplace Fee shall be remitted by the Payment Processor to UiPath in accordance with the terms of the Payment Processor. Partner agrees to provide the Payment Processor with all instructions and authorizations necessary and appropriate to ensure timely payment of the Marketplace Fee to UiPath. For clarity, no Marketplace Fee will be due to UiPath for Partner Product(s) provided at no charge. Unless otherwise expressly provided in this Agreement, the Marketplace Fee is non-cancellable and nonrefundable, and not subject to any right of setoff. UiPath will promptly notify You prior to changing the Marketplace Fee. In case You do not agree with the new Marketplace Fee, You have the right to terminate this Agreement, in accordance with the terms set forth herein.

- 3.4. **Taxes.** You are responsible for any and all taxes attributable to the Partner Products and the Marketplace Fee, including without limitation, withholding, sales, use, excise, import, export, value-added tax, digital service, equalisation levies, digital levies and other taxes, but excluding taxes attributable to UiPath's net income. All Marketplace Fee 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. You are responsible for providing accurate information regarding the taxes applicable to the Partner Products as well as any identification details used for determining the applicable taxes.
- 3.5. **Refunds.** UiPath may issue a partial or full refund of the fees paid by Customer for Partner Products if a Customer requests the refund and UiPath determines that the refund should be given. If UiPath issues a refund prior to the end of the Payout Period, You acknowledge and agree that You will not receive and will have no right to receive the fees due to You for a distribution of Your Partner Product. If UiPath issues any refunds to Your Customers after the Payout Period, or when UiPath issues refunds for payments made by Customers via bank transfer, You agree that UiPath may debit from Your financial account with the Payment Processor, withhold or offset against any amounts that would otherwise be payable to You under this Agreement, or require You to pay UiPath, any amounts that were refunded in accordance with this section. You agree to promptly cooperate with UiPath and the Payment Processor to issue any refund to Customers and to settle any disputes or otherwise to resolve Customers' complaints. Refunds shall be processed pursuant to the standard terms of the Payment Processor.

4. Partner Responsibilities

- 4.1. **Partner Support.** You are solely responsible for support and maintenance for the Partner Products. You will provide and maintain complete and up to date information regarding the support You offer for the Partner Product in the Partner Product Listing, and you will provide Customers with all information necessary for their use of the Partner Products, including support contacts. You will use commercially reasonable efforts to provide telephone, web-based and/or email support to Customers for the paid Partner Products during normal business hours. You will ensure that any support options described in the Partner Product Listing remain available to Customers for as long as the relevant Partner Product is available in the Marketplace or until the expiration of the term of the applicable Partner Terms. You will provide to UiPath a current email address to which UiPath may direct inquiries from Customers regarding the Partner Products. UiPath has no responsibility to handle any Customer support requests or any complaints about Partner Products.
- 4.2. **Responsibility for Partner Assets.** You are solely responsible for: (i) selecting all content that You submit or make available through Your Assets, and for ensuring that such content complies with the terms of this Agreement and all applicable laws and regulations; (ii) the design, development, installation, use, support, maintenance and warranties of Partner Assets; (iii) any and all liabilities or claims with respect to Partner Assets (including, without limitation, for product liability, property damage, personal injury or death, infringement of third-party rights, violation of the Privacy section of this Agreement, or the applicable laws; and (iv) any taxes and support applicable to Partner Products and Partner Assets. You will ensure that the Partner Products are delivered or provided in accordance with the applicable Partner Terms. UiPath's certification of a Partner Product does not constitute any representation or acknowledgment by UiPath that the Partner Product complies with such requirements, nor does it constitute any acceptance by UiPath of any responsibility or liability for the Partner Product, which is expressly disclaimed.
- 4.3. **Third Party Rights.** The Partner Product and Partner Assets must not infringe or misappropriate any IP Rights or personal right of any third party. If any portion of the Partner Product's code is used under license from a third party, You are solely responsible for compliance with those license terms and conditions. You are, at Your sole cost and expense, responsible for securing, reporting, and maintaining all necessary rights, clearances and consents and paying all licensing fees (including applicable public performance license fees or other consideration associated with providing content in and through Partner Product(s) or Partner Assets), and for undertaking all related reporting obligations.
- 4.4. **Disclosure.** If You are required to make any disclosures to Customers prior to sale or download of the Partner Product, You must provide those in the Partner Product Listing, or in the Partner Product description page on the Marketplace. The Marketplace Partner Product description pages must contain Your full contact information and information about in-product purchases available in a Partner Product. You must disclose to UiPath any controlled technology employed, used or supported by the Partner Product that may impose any legal obligations or requirements on UiPath. You must inform UiPath of such legal obligations and requirements and take any action if necessary for UiPath to comply with its legal obligations. You may not use the Marketplace or any services or tools made available for the development of Partner Products for, or to permit others to carry out, any illegal activity or breach of contract.
- 4.5. **Claims Related to Products.** If UiPath receives a claim from a third party requesting that the Partner Product should be changed or removed, UiPath may remove the Partner Product and refer that claim to You. You must respond to the notice within 5 (five) business days as of the receipt of the notice and comply with any other requirements included in UiPath's notice. If You discover that the Partner Product violates this Agreement, You must immediately notify UiPath, and work with UiPath to cure the violation. If You believe third-party product listed on the Marketplace violates Your rights, You may submit a claim with UiPath in accordance with our DMCA Policy available on the Trust Portal.

- 4.6. **Partner Responsibility for Breach.** Partner is solely responsible for any breach by Partner of its obligations under this Agreement, the Partner Terms, any applicable third-party contract or terms of service, or any applicable law and regulation, and UiPath expressly disclaims any responsibility thereof.
- 4.7. **Acceptable Behavior.** Partner will (i) comply with UiPath reasonable and current policies, codes of conduct and instructions with respect to the use of UiPath's Assets or Trademarks, which are available on UiPath's Trust Portal; (ii) clearly identify its own Assets by including any relevant attribution notices in Partner Products or otherwise; (iii) only use UiPath Assets as authorized by UiPath and will maintain any copyright notices, legends and proprietary marking on any copy of UiPath Assets; and (iv) collaborate with UiPath to ensure that any testing of Partner Products is done in a secure manner and without prejudice to UiPath's systems. Except as otherwise prescribed hereunder, Partner will not: (a) distribute, lease, license, sublicense or otherwise disseminate, or grant any other rights over, the UiPath Assets to any third party; (b) modify, enhance, create derivative works from, reverse engineer or decompile the UiPath Assets or any UiPath code or technology used in connection with the UiPath Marketplace; (c) use the UiPath Assets in a business production mode, or use any third-party software embedded in or bundled with the UiPath Assets as a standalone program or in any way independently from UiPath's Assets, as applicable; (d) include any portion of the UiPath Assets in other products or services; (e) use any UiPath Data that You gain through use or study of the UiPath Assets to facilitate Your or any third party's development of any software programs or other products that would compete with UiPath Products; (f) make any representations, warranties, or guarantees to Customers with respect to the UiPath Assets or that violate any laws or regulations, including false advertising and consumer protection laws; and (g) under no circumstance, use any deceptive, misleading, misrepresentative, illegal, or unethical practices that may be detrimental to UiPath or its business.

5. IP Rights

- 5.1. **Grant of Rights to UiPath.** You do not transfer ownership of any Partner Product to UiPath by submitting it for publication on the UiPath Marketplace. By submitting a Partner Product for publication, You either (i) for portions of the Partner Product You own or control that are not subject to open source license obligations, directly grant to UiPath and its Affiliates, and (ii) for portions of the Partner Product subject to third party ownership or control or that are subject to open source license obligations, ensure that UiPath and its Affiliates have the worldwide right to: host, install, use, reproduce, publicly perform and display via any digital transmission technology, format, process (eg. obfuscate, build), translate, distribute and make available to Customers (including through multiple tiers of distribution) the Partner Products, all for purposes of exercising UiPath's rights and responsibilities under this Agreement, including without limitation functionality and security testing. UiPath may continue evaluating Partner Products to verify that continuous compliance with this Agreement, compatibility with UiPath's development and distribution platforms, and to improve UiPath's development and distribution platforms. For the avoidance of doubt, UiPath does not claim ownership to, including without limitation, any version of the Partner Product obfuscated or built by UiPath.
- 5.2. **Grant of Rights to Partner.** Subject to Your continuous compliance with this Agreement, UiPath grants You a right to use the UiPath Marketplace under a limited, non-exclusive, non-transferable, non-sublicensable and revocable license, for the purpose of creating Partner Product Listings and distributing the Partner Products to Customers, only as permitted in this Agreement.
- 5.3. **License to Customers.** You, not UiPath, will license to Customers the rights to install and use Your Partner Product (and any Partner Assets), subject to the Partner Terms You make available for Partner Products. Partner Terms must comply with, and be consistent with, the terms and conditions of this Agreement. If You do not provide Your own Partner Terms, except in case of Professional Services You provide to Customers, which will always be subject to the custom professional services agreement applicable between You and Customer, Customer will be instructed that the Standard Free Partner Terms set forth in Exhibit A attached hereto apply to free Partner Products, and the then-current Standard Partner Terms apply to paid Partner Products. Any licenses and grants are between You and Customers and will not create any obligations or responsibilities of any kind for UiPath. You acknowledge that UiPath grants no right or license to Partner Products through the operation of the Marketplace or by enabling You to provide Partner Products through the Marketplace and You agree that UiPath does not and will not have any responsibility or liability related to compliance or non-compliance by You or any Customer under the applicable Partner Product Terms. You will comply with Your obligations in the applicable Partner Product Terms.
- 5.4. **Trial Periods.** Except in case of Professional Services, Customer's use of paid Partner Products will be subject to a thirty (30) days trial period. Customers will be informed that, if Your Partner Terms do not provide adequate provisions for trial, then the Standard Free Partner Terms set forth in Exhibit A attached hereto apply for Partner Products during such trial period.
- 5.5. **Marketing Rights.** You grant UiPath and its Affiliates, their agents, contractors, licensees, and marketing partners, a non-exclusive, non-transferable, non-sublicensable, revocable right to use, reproduce, display, publicly perform and publish Your entity name, Your Trademark, the Partner Product or portion of the Partner Product and the Partner Assets, and to modify the Partner Product description solely to correct obvious spelling, grammatical or typographical errors, in connection with the distribution and marketing of the Partner Product through the Marketplace and any other UiPath websites, products and services related to the Marketplace. Nothing in this Agreement precludes UiPath from using the Partner Product or Partner Assets as permitted by law (e.g., fair use under applicable copyright law or referential use under trademark law).

- 5.6. **License to UiPath Trademarks.** While the Partner Product is listed on the Marketplace, UiPath grants You a worldwide, nonexclusive, nontransferable, non-sublicensable, royalty-free, fully paid-up, revocable license to use the UiPath Trademarks in connection with advertising for Partner Products, solely as described in and in compliance with the applicable Policies. You will correct any misuse of UiPath's Trademarks upon UiPath's reasonable notice and will cease using UiPath's Trademarks if You fail to correct such misuse. UiPath reserves all rights not expressly granted herein. UiPath is the sole owner of the UiPath Trademarks and associated goodwill, and the sole beneficiary of the goodwill associated with Your use of the UiPath Trademarks. You will not acquire any right, title or interest in the UiPath Trademarks because of Your use of the UiPath Trademarks. You hereby irrevocably assign and will assign in the future, and waive any moral rights in respect of, any rights You may acquire in the UiPath Trademarks as a result of Your use of the UiPath Trademarks under this license, along with the associated goodwill and will, at UiPath's request, provide UiPath with documents evidencing such assignment to our satisfaction. You will reasonably assist UiPath at UiPath's expense in protecting the UiPath Trademarks. UiPath will determine, in its sole discretion, whether to take legal action to enforce or defend its rights in the UiPath Trademarks and will control any legal action concerning the UiPath Trademarks.
- 5.7. **IP Rights and Feedback.** Except if otherwise explicitly provided in this Agreement, 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 UiPath Assets, including without limitation any integrations, code, patches, materials, data, know-how, background technology, workflows, or similar assistance otherwise provided or otherwise made available to Partner. All right, title and interest (including IP Rights) in the Partner Assets are reserved and retained by You and Your licensors. Each Party owns and retains all IP Rights in their respective pre-existing tools, software, databases, methodologies, and documents. You hereby grant UiPath a nonexclusive, worldwide, irrevocable, perpetual, transferable, sublicensable (through multiple tiers), fully paid-up, royalty-free license to use, distribute, reproduce, modify, excerpt, attribute, adapt, publicly perform, and publicly display Your Feedback (in whole or in part) and to incorporate it into other works in any format or medium now known or later developed, and to permit others to do so.
- 5.8. **Independent Development.** Partner understands that UiPath is in the business of developing and commercializing computer software programs, products, materials, and services and that UiPath may be developing, and may develop in the future, computer programs or other products, programs, materials, or services which are similar to, and may otherwise compete with, Partner Products. In addition, UiPath may work with other software developers (either through the UiPath Marketplace or otherwise) whose products, programs, materials, or services compete, or will compete with, Partner Products. Subject to the UiPath's obligations relating to Partner Product's source code and the Confidentiality section of this Agreement, nothing in the terms of this Agreement or otherwise with respect to the UiPath Marketplace, shall limit or restrict UiPath's right to develop, license, commercialize, distribute, market, or otherwise exploit products, programs, services, or materials that are the same as, similar to, or compete with Partner Products.
- 5.9. **Risk of Infringement.** Partner acknowledges that users who access Partner Products through the UiPath Marketplace may develop applications that may be deemed to infringe or misappropriate Partner's IP Rights in Partner Products. Nothing in this Agreement restricts Partner from pursuing claims against such users. However, in that event, Partner agrees that UiPath's provision of the UiPath Marketplace does not constitute contributory infringement or aiding or abetting of any such infringement or misappropriation.

6. Privacy

- 6.1. **Privacy Policy.** You must maintain a privacy policy if (i) the Partner Product accesses, collects or transmits any Personal Data to You or a third party; or (ii) as otherwise required by law. You are responsible for informing Customers of Your privacy policy (including by submitting that policy to us for display to Customers). Your privacy policy must (a) comply with this Agreement and applicable laws and regulations, including the applicable Data Protection Laws; (b) inform Customers and users of the information accessed, collected or transmitted by the Partner Product and how that information is used, stored, secured and disclosed; and (c) describe the controls that Customers have over the use and sharing of their information, and how they may access their information. You will maintain a prominent link to Your privacy policy in a reasonable location within the Partner Product Listing. UiPath's Privacy Policy will not apply to a Customer's use of the Partner Product. You will process Personal Data subject to a valid legal basis and in accordance with applicable laws and regulations.
- 6.2. **Use of Customer Data.** You may only retain, use or disclose Customer data to provide the Partner Product, prevent fraud, provide support, perform statistical analysis, and as otherwise permitted in this Agreement and the applicable laws and regulations. You may not use Personal Data for any other purposes, unless You have an adequate legal basis for such purposes. Specifically, and for the avoidance of doubt, You may not retain, use, or disclose the Customers' Personal Data for a commercial purpose, for a purpose outside of the direct business relationship between You and the Customer, and you may not otherwise sell the Customer Personal Data, as the term "sell" is defined under the CCPA.
- 6.3. **Communications with Customers.** Contacting Customers using Customer information is limited to transactional purposes only. You may not contact any Customer for promotional purposes unless the Customer has provided affirmative, opt-in consent to receive such communications from You or unless otherwise instructed by UiPath. You may not use Customer information to

attempt to directly sell the same product or service to the Customer outside of the Marketplace. This section does not restrict You from using information that You acquire independent of this Agreement.

6.4. Compliance with Data Protection Laws. Each Party will comply with the applicable Data Protection Law. With respect to the Personal Data collected from Customers, You and UiPath agree that both You and UiPath are independent data controllers (and not joint controllers, as defined in the applicable Data Protection Laws) of the Personal Data that each independently processes. For the purposes of the CCPA, and the Personal Data UiPath may provide or make available concerning Customers, UiPath shall be the “business” and You shall be a non-third party, as those phrases are respectively defined under the CCPA. Each Party may collect, store and use information related to the other’s personnel (including sensitive data, as defined by the applicable Data Protection Laws) as necessary for the performance of this Agreement and by complying with the applicable Data Protection Laws. Each Party will inform its own personnel for the processing of their Personal Data in accordance with the applicable Data Protection Laws. UiPath processes Personal Data as described in its Privacy Policy available on its website. If any of the Parties would at any time act as a data processor on behalf of the other Party during the performance of this Agreement, the Parties shall enter into a data processing agreement in accordance with the applicable Data Protection Laws. UiPath confirms it recognizes the restrictions set forth above in this Section 6, and will confirm with the same.

7. Partner Representations and Warranties

7.1. Partner Warranties. You represent and warrant on behalf of Yourself and anyone acting on Your behalf, including your Authorized Users and Affiliates, that throughout the term of this Agreement: (i) You have all necessary rights, power, and authority to: (a) enter into, and be legally bound by, this Agreement, without violation of any other agreements or policies, or the applicable law; (b) to authorize UiPath to access and use Your data and information and to perform the functions described in this Agreement, all without violation of any other agreements or policies, or the applicable law; (ii) You, the Partner Product and Partner Assets, together with all other materials accessible from or that provide access to Partner Products and Partner Assets comply with and will continue to comply with all requirements of this Agreement, the Policies, and the applicable laws and regulations.

7.2. Product Warranties. By submitting a Partner Product to UiPath, You represent and warrant that: (i) such Partner Product satisfies and complies with the terms of this Agreement, the Policies and all applicable laws; (ii) If applicable to You, the Partner Products are developed in accordance with the UiPath Developer Agreement available in the Trust Portal; (iii) where Partner Products are subject to security testing or certification by UiPath, You will deliver to Customers the same version of Your Partner Product that was verified or certified by UiPath; (iv) listing, distribution, and monetization of Partner Products in the Marketplace does not and will not violate any agreements to which You are a party or of which You are otherwise aware; (v) You have obtained any and all consents, approvals and licenses (including written consents of third parties where applicable) required for You to make Your Partner Assets available in the Marketplace, and to grant access to or license to any Partner Product You post on the Marketplace, and for the Partner Product to access any Internet-based or UiPath-provided services, if any, to which the Partner Product enables access; (vi) You did not use any OSS in the development of any Partner Assets, and Your Partner Assets do not and will not contain any OSS, which would cause any UiPath Assets to be subject to any licensing terms for such OSS, and You represent and warrant that the use of such OSS will not in any way diminish Your obligations under this Agreement, including with respect to any warranties, indemnities or any other provisions dealing with licensing of IP Rights; (vii) Partner Assets do not and will not contain software viruses, malicious code, harmful materials, or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or to delete, damage or transfer any UiPath Data or Customer data; (viii) UiPath’s exercise of the rights You grant under this Agreement will not obligate UiPath and/or its Affiliates to pay any third party any amounts; (ix) In relation to the transactions hereunder, You confirm that You have not taken nor will take any action, directly or indirectly, in violation of the Export Controls and Sanctions or any applicable anti-corruption or anti-bribery laws; and (ix) the information You provide to UiPath under or in connection with this Agreement is true, accurate, current, and complete.

7.3. WARRANTY EXCLUSIONS. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, COVERED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COVERED PARTIES SHALL CREATE A WARRANTY. THE UIPATH MARKETPLACE IS PROVIDED FOR USE AT PARTNER’S OWN RISK AND “AS IS,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. COVERED PARTIES SPECIFICALLY DO NOT WARRANT THAT UIPATH ASSETS WILL MEET PARTNER’S REQUIREMENTS; WILL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; THAT THE OPERATION OR OUTPUT OF THE UIPATH ASSETS WILL BE ERROR-FREE, ACCURATE, RELIABLE, COMPLETE OR UNINTERRUPTED; THAT ANY OR ALL ERRORS OR DEFECTS IN THE UIPATH ASSETS WILL BE CORRECTED; OR THAT ANY UIPATH ASSET (INCLUDING, WITHOUT LIMITATION, THE UIPATH MARKETPLACE) IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. PARTNER USES THE UIPATH MARKETPLACE AT ITS OWN RISK. UIPATH HAS THE RIGHT, IN ITS SOLE DISCRETION, TO MAKE CHANGES TO, SUSPEND OR DISCONTINUE ANY UIPATH ASSETS (OR ANY PORTION THEREOF) AT ANY TIME. PARTNER FURTHER ACKNOWLEDGES THAT UIPATH SHALL HAVE NO OBLIGATION WHATSOEVER TO RELEASE OR OTHERWISE MAKE GENERALLY AVAILABLE, ANY UIPATH ASSETS.

8. Indemnification and Limitation of Liability

- 8.1. **Indemnification.** To the maximum extent permitted by law, Partner will defend Covered Parties from and against any and all third-party claims, actions, suits and/or proceedings (or threat thereof), and will indemnify and hold the Covered Parties harmless from any and all liabilities, losses, damages, judgments, settlements, taxes, costs and expenses (including without limitation, reasonable attorneys' fees, court costs and the costs of seeking indemnification) (individually and collectively, "**Third-Party Claims**"), arising directly out of or accruing from: (a) the listing or distribution of a Partner Product via the UiPath Marketplace, including any claims of violation of applicable law or the violation of the privacy or security rights of any Customers or other third parties, but not including anything to the extent arising out of or accruing solely from the UiPath Marketplace and its design; (b) Partner's use of the UiPath Marketplace or any Customer information or data; (c) any Partner Product infringing any IP Rights of any person or defaming any person or violating a person's rights of publicity or privacy; and (d) Partner's breach of any Partner warranty under this Agreement. UiPath will promptly notify Partner in writing of any Third-Party Claims and give Partner sole control of the defense and any settlement thereof, provided that any settlement with respect to any such Third-Party Claims other than a settlement solely for the payment of money will require the written consent of UiPath, such consent not to be unreasonably withheld. UiPath may join in the defense or settlement of any Third-Party Claim with counsel of its choice, at its own expense.
- 8.2. **DAMAGES EXCLUSION.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS AND EXCEPT FOR ACTS OF FRAUD OR WILLFUL MISCONDUCT, COVERED PARTIES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, MORAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, THE USE OR INABILITY TO USE THE UIPATH ASSETS, COMPUTER MALFUNCTION OR FAILURE, SERVER DOWN TIME, FAILURE OF THE UIPATH ASSETS TO OPERATE WITH OTHER PROGRAMS, LOSS OF PROFITS, REPUTATION, USE, OR REVENUE, LOSS OR CORRUPTION OF DATA, OR INTERRUPTION OF BUSINESS, IRRESPECTIVE OF WHETHER THE COVERED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES MAY THE COVERED PARTIES BE LIABLE FOR ANY CLAIMS THAT MAY BE ASSERTED, GRANTED OR IMPOSED AGAINST, ARISING FROM, OR IN CONNECTION WITH, THIRD-PARTY SERVICES, OR DATA IMPORTED INTO OR USED IN CONJUNCTION WITH THE UIPATH ASSETS.
- 8.3. **LIABILITY CAP.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS AND EXCEPT FOR ACTS OF FRAUD OR WILLFUL MISCONDUCT, THE MAXIMUM AGGREGATE LIABILITY OF THE COVERED PARTIES FOR ALL CLAIMS (INDIVIDUALLY AND TOGETHER) UNDER OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE HIGHER OF (I) THE MARKETPLACE FEES PAID BY THE PARTNER UNDER THIS AGREEMENT DURING THE 12 (TWELVE) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE OR (II) THE AMOUNT AWARDED IN A FINAL DECISION BY THE COMPETENT COURT OF LAW (INCLUDING REASONABLE ATTORNEYS' FEES). THIS LIMITATION APPLIES WHETHER THE CLAIM ARISES FROM CONTRACT, NON-CONFORMITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY AND IRRESPECTIVE OF WHETHER THE COVERED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE MIGHT INCUR, BUT WILL NOT LIMIT PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.
- 8.4. **Basis of Bargain; Failure of Essential Purpose.** UiPath entered into this Agreement by relying on the limitations of liability, disclaimers of warranty and other provisions relating to allocation of risk herein, and You agree that such provisions are an essential basis of the bargain between the Parties. You agree that the waivers and limitations specified in this section apply only to the extent permitted under the applicable law, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, irrespective of whether the other Party has been advised of the possibility of such damage might incur, will not limit payment obligations under this Agreement, and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.
- 8.5. **UiPath Affiliates and Contractors.** You acknowledge and agree that UiPath's Affiliates, contractors and service providers may exercise all rights of UiPath under this Agreement, and that all limitations of liability and disclaimers in this Agreement apply fully to and benefit UiPath's Affiliates.

9. Term and Termination

- 9.1. **Term.** This Agreement is effective as of the Effective Date and will continue for an indefinite period of time, until terminated by either Party as provided herein.
- 9.2. **Termination.** This Agreement may be terminated as follows:
- 9.2.1. **Termination for Breach:** to the extent permitted by applicable law, either Party may terminate this Agreement immediately on written notice if the other Party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice of the breach.
- 9.2.2. **Termination for Convenience:** either Party may terminate this Agreement on 30 days prior notice.

9.2.3. **Additional Termination Events:** either Party may terminate this Agreement 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 to it to continue the performance of this Agreement, including without limitation, due to a breach by either Party of any anti-corruption and anti-bribery laws or Export Controls and Sanctions; (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, or ceases to operate in the ordinary course of business; (iii) if currency repatriation provisions or other currency restrictions are imposed by any government body which prevent or restrict the ability of either Party to make any payments to the other Party as required hereunder; or (iv) UiPath no longer provides the Marketplace.

9.3. **Termination of Partner Product.** In certain cases where UiPath suspends or removes the Partner Product from the Marketplace pursuant to its rights under the Agreement, UiPath may elect (in its sole discretion) to terminate the Agreement solely with respect to such Partner Product. You agree that UiPath will have no responsibility or liability for Customers’ unauthorized use of the Partner Product after the termination date.

9.4. **Effect of Termination.** Upon termination of this Agreement: (i) UiPath will remove all of the Partner Products from the Marketplace and terminate each of the Partner Product(s), subject to any applicable Wind-Down Period (as described below); (ii) Marketplace users will no longer be able to purchase or renew Products through the Marketplace after the date of termination; (iii) Partner must cease Partner’s use of any Partner Account credentials, except as needed to fulfil Vendor’s obligations during the Wind-Down Period.

9.5. **Wind-Down Period.** Except in cases where termination is legally required or is otherwise necessitated by compelling circumstances, such as fraud or a claim of intellectual property infringement that is not cured, if a Partner Product is removed by UiPath, or if You remove a Partner Product from the Marketplace in accordance with this Agreement, existing Customers will be able to continue using the Partner Product until the expiration of the term of the applicable Partner Product Terms (“**Wind-Down Period**”), and You must continue to provide any services that are part of the Partner Product to each existing Customer during the Wind-Down Period.

10. Governing Law and Dispute Resolution

10.1. **Governing Law.** This Agreement is governed by the laws indicated below, depending on Your 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.

10.2. **Amicable Settlement and Mediation.** Parties agree, as a prior condition for any claim, to first try to resolve any dispute arising out of or relating to this Agreement through the complaint’s procedure available on the Marketplace. If the dispute is not wholly resolved through the complaint’s procedure within ninety (90) days, then the dispute may be referred at the discretion of Partner to the Centre for Effective Dispute Resolution (“**CEDR**”) for mediation. The Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within fourteen (14) working business days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (‘**ADR Notice**’) to the other Party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. **Arbitration in North America.** Subject to amicable settlement and mediation provisions herein, any disputes with You in 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 from a court of competent jurisdiction to prevent irreparable harm or to enjoin any intellectual property rights misuse.

10.3. **Venue.** Parties hereby accept the exclusive jurisdiction of the competent courts of the Venue indicated below and irrevocably waive any objection and defence (including, any defence 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 THESE TERMS.**

Partner	UiPath Entity	Governing Law	Venue
United States of America, Canada or Mexico (North America)	UiPath Inc., One Vanderbilt Ave., 60th floor, New York, NY, 10017, US	New York law	New York, State of New York, USA
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

10.4. **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. Notwithstanding the foregoing, 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.

11. General

- 11.1. **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. UiPath reserves the right to update this Agreement at any time with reasonable notice to, by posting a revised version of such terms on the UiPath Marketplace or by other reasonable means selected by UiPath. By continuing to use Your Partner Account or list the Partner Products after the changes become effective You agree to the new terms. If you do not agree with the new terms, you must remove the Partner Products from the Marketplace, close Your Partner Account and stop using the UiPath Marketplace. Except as provided in this section, all changes or amendments to this Agreement require the Parties' written agreement.
- 11.2. **NON-STANDARD CLAUSES.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE PROVISIONS OF THE FOLLOWING CLAUSES IN THIS AGREEMENT: PARTNER REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION AND LIMITATION OF LIABILITY; TERM AND TERMINATION; GOVERNING LAW AND DISPUTE RESOLUTION.
- 11.3. **Confidentiality.** Information exchanged by the Parties under this Agreement shall be deemed confidential if disclosed in any form or manner, marked or reasonably considered confidential, including but not limited to information relating to their research, activities, products, software, services, data, techniques, strategies, personnel information, processes, etc. ("**CI**"). 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 reference to or the use of discloser's CI. For instance, technical and support data related to the UiPath Assets 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 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 Agreement. 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 or valid order of a court of law or other governmental body, provided that, unless prevented by law, the recipient shall notify the disclosing Party of this and providing reasonable assistance to prevent or limit the disclosure; or (iii) in the case of UiPath, to its existing or potential investors and public or private authorities or institutions having competence over UiPath. The confidentiality obligations of this Agreement replace any prior confidentiality provisions agreed between the Parties with respect to the subject matter hereof.
- 11.4. **Export Controls and Sanctions.** Parties acknowledge that either Party's Products may be subject to export control regulations and sanctions including U.S. trade and economic sanctions, U.S. export controls, European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations ("**Export Controls and Sanctions**"). Each Party represents and undertakes that it and its Affiliates (i) are not named on any sanctions or export-related restricted party list, including, but not limited to, the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the Entity List, Denied Persons List, or Unverified List, maintained by the U.S. Department of Commerce, Bureau of Industry and Security (collectively, the "**Prohibited Party Lists**"), (ii) are not 50 percent or more owned or controlled by, or acting on behalf of, one of more parties identified on a Prohibited Party List, (iii) are not located, organized, or resident in any of the countries and territories subject to U.S. trade embargoes (currently, Crimea, Cuba, Iran, North Korea, and Syria) (collectively, the "Embargoed Countries") will not knowingly export, reexport or transfer the Products (or any result therefrom) directly or indirectly, to any country or a foreign national of a country in violation of any applicable Export Controls and Sanctions and (iv) will not engage in activities that would cause the other Party or its Affiliates to be in violation of Export Controls and Sanctions. You represent and warrant that all Partner Products are authorized for distribution in all jurisdictions other than the Embargoed Countries under applicable Export Controls and Sanctions and that You have obtained any required authorizations from countries that mandate import authorizations for the Partner Products. You acknowledge that UiPath is relying upon Your representations in this section and UiPath may cease distribution of the Partner Products via the Marketplace if UiPath reasonably believes that such distribution is not authorized under applicable Export Controls and Sanctions.
- 11.5. **Force Majeure.** Neither Party is liable for failure to perform its obligations under this Agreement to the extent delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labour action, fire, flood, earthquake, failure of third-party providers, denial of service attacks, malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions, or war (including but not limited to acts of cyber-attacks publicly or privately attributed to a state or quasi-state actor).
- 11.6. **No Partnership.** Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties and neither Party has authority to bind the other Party. Each Party shall bear all of its own costs and expenses incurred in performing its obligations under this Agreement.

- 11.7. **Third Party Access.** Parties may allow their Affiliates to access the other Party's Assets solely for the purpose of this Agreement, by causing them to comply with the terms of this Agreement and by being liable for their actions.
- 11.8. **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. For clarity, rights established for the benefit of UiPath in this Agreement, will also be conferred upon UiPath's Affiliates.
- 11.9. **No Reliance.** UiPath Assets may concern planned or future development efforts and they are not intended to be a promise or guarantee of future delivery of products, services or features but merely reflect current plans, which may change. Accordingly, Partner will not rely on UiPath Assets for development, sales, marketing, distribution or any other purposes.
- 11.10. **Assignment.** You may not assign or transfer Your rights or obligations under this Agreement. UiPath may freely assign, transfer and delegate its rights and obligations under this Agreement to any of its Affiliates or as a consequence of a change of control.
- 11.11. **Change of Control.** Partner 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 with UiPath or UiPath Products. UiPath may terminate this Agreement by written notice within maximum 30 (thirty) days as of the date of the change of control notice.
- 11.12. **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 addresses notified in writing by the Parties) and will be effective on the next business day after being sent.

Matter	To UiPath	To Customer
Privacy	privacy@uipath.com	To the address(es) provided when accepting this Agreement
Complaints regarding the UiPath Marketplace	https://marketplace.uipath.com/contact-us	
All other	contractnotice@uipath.com	

- 11.13. **Waiver and Reservation of Rights.** Any waiver hereof will be effective only if made in writing and signed by all Parties. Failure to exercise, or delay in exercising, any right, power or remedy under this Agreement will not operate as a waiver, and any single or partial exercise of any right or remedy will not prevent any further exercise of the same or other right or remedy. A waiver of a breach of this Agreement will not be deemed to be a waiver of a subsequent breach. Parties reserve all rights not expressly granted under this Agreement. 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. UiPath reserves all rights not expressly granted under this Agreement.
- 11.14. **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.
- 11.15. **Applicable Language.** This Agreement are 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.
- 11.16. **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.
- 11.17. **Survival.** The following sections will survive any termination or expiration of this Agreement, 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): Pricing and Payments; IP Rights; Partner Representations and Warranties; Indemnification and Limitation of Liability; Term and Termination; Governing Law and Dispute Resolution; General.

Exhibit A. Standard Free Partner Terms

The following language shall constitute the Standard Free Partner Terms referenced in the Agreement. The Standard Free Partner Terms shall apply if the Partner does not make available any Partner Terms: (a) adequate for the trial period of paid Partner Products; and (b) to any free Partner Products listed by Partner on the Marketplace:

THIS PRODUCT IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS APPLICATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE COPYRIGHT HOLDERS GRANT YOU A LIMITED, NON-EXCLUSIVE, NON-SUBLICENSABLE, NON-TRANSFERABLE, REVOCABLE, WORLDWIDE RIGHT TO: (A) IF THE PRODUCT IS PROVIDED TO YOU FOR TRIAL PURPOSES, DOWNLOAD, ACCESS, INSTALL AND USE THE PRODUCT IN ACCORDANCE WITH ITS DOCUMENTATION, SOLELY FOR YOUR INTERNAL EVALUATION PURPOSES AND FOR THE PURPOSE OF TESTING THE SUITABILITY OF THE PRODUCT FOR YOUR INTERNAL NEEDS, DURING A TERM OF 30 (THIRTY) DAYS FROM THE DATE YOU FIRST DOWNLOAD, ACCESS, INSTALL OR USE THE PRODUCT; OR (B) IF THE PRODUCT IS PROVIDED TO YOU FREE OF CHARGE, DOWNLOAD, ACCESS, INSTALL AND USE THE PRODUCT IN ACCORDANCE WITH ITS DOCUMENTATION, SOLELY FOR YOUR INTERNAL BUSINESS PURPOSES, FOR A TERM OF 12 (TWELVE) MONTHS FROM THE DATE YOU FIRST DOWNLOAD, ACCESS, INSTALL OR USE THE PRODUCT, TO BE AUTOMATICALLY RENEWED FOR 12 (TWELVE) MONTHS SUCCESSIVE TERMS, UNLESS TERMINATED EARLIER BY THE COPYRIGHT HOLDERS. UPON TERMINATION OF THE APPLICABLE LICENSE PERIOD, YOU WILL STOP USING THE PRODUCT AND DELETE ALL COPIES OF THE PRODUCT AND ANY ASSOCIATED MATERIALS.