

Master Software and Services Agreement

This Agreement is concluded between UiPath and the Customer (each a **Party**) as of the date (**Effective Date**) (i) the last Party signs the Agreement or (ii) the Customer is deemed to have otherwise accepted the terms of the Agreement, including by downloading and/or accessing the Products or PS. By registering or accepting this Agreement with an e-mail address pertaining to an entity, you represent you have the capacity to represent such entity, who is deemed as Customer.

1. DEFINED TERMS. Terms used with capital letters have the meaning prescribed below.

Agreement means the Master Software and Services Agreement and any reference herein.

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.

Authorized Users means either Party's employees, representatives and contractors.

Customer means the entity signing or otherwise accepting this Agreement.

Customer Data means data, information, and other type of Customer content imported into the Technology or for the purpose of provision of PS, excluding any UiPath IP Rights.

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

IP Rights means patents, right to patent and file for patent, rights to inventions, copyright and related rights, trademarks, 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.

License Term means the term specified in an Order, subject to termination herein.

Manuals means the official Product guides available on UiPath website or successor website (except for any marketing, promotional or publicity materials).

Order means the order form accepted by UiPath containing all details requested by UiPath and excluding any terms and conditions thereof added unilaterally by Customer or a partner.

PII means any information related to an identified or identifiable natural person, including any sensitive data, as defined by Regulation (EU) 2016/679 (GDPR) and other applicable privacy laws and **PHI** means information about health status, provision or payment of healthcare, which can be linked to an individual (as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

Products means software, with any and all additional versions, updates, enhancements, developments, modifications, derivative works, scripts, connectors, plugins, SDKs, APIs, or extensions thereof, and the underlying Manuals, including any **hosted service** provided by UiPath, subject to the available licensing models (**Licensing Models**);

PS means professional services specified in an Order, excluding support services and any additional assistance provided by UiPath at its discretion.

Technology means (i). Products and (ii). materials developed by UiPath for Customer during performance of PS, as identified in the applicable Order.

UiPath means the UiPath entity entering into this Agreement, as described in the UiPath Entity and Governing Law section.

2. Agreement Governance

- 2.1. This Agreement applies to UiPath's Products and PS. Use of Products or access to PS which are not contemplated at the Effective Date may be subject to additional terms. In such cases, Customer's use of such Products or access to such PS shall be deemed acceptance of the additional terms notified by UiPath within the Products.
- 2.2. Any technology used, or any Service accessed, with no underlying agreement or Order, will be deemed subject to this Agreement. Parties' failure to conclude an Order for any Product or Service triggers Customer's immediate obligation to return to UiPath the underlying Technology and stop any use thereof. UiPath expressly disclaims any liability which may arise from Customer's use of such Technology or access to such Service.
- 2.3. Support services and service levels apply to Products during the License Term as provided in the Support Terms available at https://www.uipath.com/hubfs/legalspot/UiPath_Support_Terms.pdf (or successor website).

3. LICENSE AND IP RIGHTS

- 3.1. **License.** Subject to Customer paying the associated Fees, UiPath grants the Customer and its Affiliates, upon delivery and during the License Term, a limited and non-exclusive, non-sublicensable, non-transferable right to use the Technology specified in the applicable Order, solely for their internal business purposes and in accordance with the Licensing Models.
- 3.2. **Ordering Process.** All Orders are subject to this Agreement, irrespective if a reference to this Agreement is made or not. Customer may place Orders for its Affiliates under this Agreement and will cause such Affiliates to comply with Customer's obligations herein. Any Affiliate may place Orders with the relevant UiPath entity, as described in the UiPath Entity and Governing Law section, by referencing this Agreement, and such Affiliate will be deemed as Customer.
- 3.3. **Additional Assistance.** UiPath may provide Customer additional assistance which may consist in certain integrations, code, patches, materials, data, know-how, workflows or similar, for which Customer is granted a limited, non-exclusive license to use during the License Term. This assistance does not include support services and it may be provided only at UiPath discretion.
- 3.4. **IP Rights.** This Agreement does not grant either Party any rights, implied or otherwise, to the other Party's IP Rights. Subject to any third-party right, UiPath and its Affiliates and their licensors own and retain all IP Rights to the Technology and Customer owns all Customer Data and each Party to their respective pre-existing tools, software, databases, methodologies and documents. Subject to any confidentiality obligations, nothing prohibits UiPath to independently acquire, license, or develop, any IP Rights and technology performing similar functions as the software or workflows developed by/for the Customer or its Affiliates. Customer hereby expressly assigns to UiPath all IP Rights over any feedback it might provide.

4. PAYMENT TERMS

- 4.1. **Applicability.** These Payment Terms apply only if Customer orders the Products or PS directly from UiPath. Payment terms agreed between Customer and a UiPath partner are not binding on UiPath. Any reference to "Customer" in this section is a reference to its paying entity placing the Order. Invoices will be delivered only electronically and are payable within 30 days thereof.
- 4.2. **Payment.** All Fees are non-cancellable and, save as otherwise provided in this Agreement, non-refundable. Customer will pay all reasonable travel expenses, hotel accommodations, and any other out of pocket expenses properly and reasonably incurred by UiPath in connection with providing the PS. Except as otherwise provided herein, such expenses will be charged at cost and invoiced together with the PS or separately.
- 4.3. **Failure to Pay.** Overdue Fees may carry an interest at a monthly rate of the lesser of 1% per month, or the maximum rate permitted by applicable law. If Customer fails to pay within 60 days from the invoice date, UiPath may suspend or terminate the applicable Order by written notice. Any Fees unpaid as of the date of termination or expiration of this Agreement will be immediately due and payable.
- 4.4. **Payment Disputes.** Customer will pay any undisputed amounts in the invoice. Within 15 days from the invoice date Customer will report any alleged errors to UiPath in writing and Parties will work to settle the dispute amicably within 30 days thereafter.
- 4.5. **Taxes.** Prices are exclusive of any taxes. Unless Customer provides UiPath a valid signed tax exemption or equivalent certificate in any jurisdiction where such certificates are available, Customer agrees to pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or similar amounts ("Transaction Tax") that are owed under this Agreement and which UiPath is permitted to collect from Customer under applicable law. UiPath will exempt Customer from paying the Transaction Tax only when UiPath receives a valid exemption or similar certificate. All payments will be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or because of any taxes, levies,

imports, duties, charge, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal, or other authority as required by law. UiPath is responsible for taxes and any employment obligations due for its personnel performing the PS.

- 4.6. Changes.** UiPath is free to establish the Fees at its own discretion. UiPath will not change the Fees applicable to an Order already accepted by it. UiPath will notify Customer of any change in Fees with 60 days before the expiry of the applicable License Term. In the absence of an opposition from Customer within 15 days from the notice date, the newly proposed Fees will apply.

5. DATA

- 5.1. Data Collection.** Each Party may collect, store and use PII of the other Party's personnel necessary for this Agreement by complying with the applicable privacy laws. UiPath or its Affiliates may also collect and analyse diagnostic, technical, error reports, crash dumps, usage and other telemetry data from Customer's devices and Customer grants them a worldwide, transferable, royalty-free right to access, use and process such data for the purpose of providing and updating the Technology or PS, offering support and addressing technical issues, and as required by law or as reasonably provided in the Privacy Policy available on UiPath website (or successor). Customer will inform its own personnel for the processing of their PII in accordance with the applicable laws. UiPath processes PII as described in its Privacy Policy available on its website.

- 5.2. Use of Data.** Use of Technology or PS does not require PII and UiPath accepts no liability thereof. However, if Customer uses Products lawfully on UiPath servers/cloud, PII may be transferred to UiPath, who will be considered a processor on behalf of the Customer and the data processing agreement available here https://www.uipath.com/hubfs/legalspot/DPA_Cloud.pdf (or successor website) will apply from the moment of the transfer. Customer must not use PHI on UiPath servers/cloud. If provision of PS is rendered impossible in lack of PII, Customer will notify UiPath and Parties will discuss on concluding a data processing agreement.

6. CLAIMS

- 6.1. UiPath Obligations.** UiPath will defend at its expense, any third-party claim, action, or legal proceeding against Customer during the License Term, alleging that the Technology, as delivered by UiPath, infringes the third party's patent, copyright or trademark, or that UiPath misappropriated the third party's trade secret.
- 6.2. Customer Obligations.** Customer will defend at its expense, any third-party claim, action, or legal proceeding against UiPath arising out of, or in connection with, Customer Data and Customer's use of the Technology and Services in violation of this Agreement.
- 6.3. Conditions.** The obligations to defend are contingent on the Party seeking defence to (i) promptly notify the other of any claim in writing; (ii) cooperate with the other in the defence of the claim; (iii) grant the other sole control of the defence or settlement of the claim; and (iv) refrain to make any admissions about the claim without the other's prior written consent. The Party having the obligation to defend will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by such Party) in the limits set out in this Agreement.
- 6.4. Limitations.** UiPath will have no liability for any claim arising from: (i) use of the Technology or PS in breach of the Agreement; (ii) modification of the Technology or PS by anyone other than UiPath; (iii) failure by Customer to install the latest updated version of the Technology to avoid infringement, as requested by UiPath; (iv) third-party products/services/materials or their combination with the Technology or PS, if the latter would not be infringing without this combination.
- 6.5. Remedy.** If UiPath reasonably believes that an IP claim might restrict Customer's use of the Technology, UiPath will seek to: (a) procure the right for Customer to continue using the Technology under the terms of the Agreement; (b) replace/modify the components to avoid the alleged infringement; or (c) terminate Customer's license to the Technology (or relevant component) and refund the associated prepaid and unused Fees. The remedies in the Claims section are sole and exclusive remedies of the Party seeking defence and sole liability of the Party defending it, in regard to the subject matter giving rise to any such claim.

7. LIMITATION OF LIABILITY

- 7.1. Damages Exclusion.** Neither Party will be liable to the other for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages, the use or inability to use the Technology, computer malfunction or failure, server down time, failure of the products or services to operate with any other programs, loss of profits, reputation, use, or revenue, loss or corruption of data, or interruption of business. Under no circumstances may UiPath or its Affiliates be liable for any claims that may be asserted, granted or imposed against, arising from, or in connection with, Customer Data.
- 7.2. Liability Cap.** Except for acts of fraud or willful misconduct, the maximum aggregate liability of each Party for all claims (individually and together) under or relating to this Agreement will not exceed the Fees paid to UiPath under this Agreement for the relevant

Technology in the 12 months before the initial claim. This limitation will apply whether the claim arises from contract or tort and regardless of the theory of liability but will not limit payment obligations.

8. WARRANTY

- 8.1. Limited Warranty and Remedy.** UiPath warrants that during the License Term, (i) Technology delivered to Customer will substantially conform to the Manuals and (ii) PS will be performed in a professional and workmanlike manner. Customer must notify UiPath of a claim under this warranty within 30 days from the date on which it first appeared. To the extent permitted by law, UiPath's sole liability under this warranty will be, in UiPath's reasonable commercial discretion, a repair or replacement of the relevant Technology or re-performance of the relevant Service. If UiPath deems the repair or replacement is not commercially reasonable, UiPath will terminate such Technology or Service and refund the prepaid and unused Fees with respect to the terminated Technology. Customer bears the entire risk of using the Technology.
- 8.2. Customer Warranty.** Customer represents that it has the appropriate rights to use or modify any software or products which it requests UiPath to modify as part of any PS and it will provide UiPath with necessary access to Customer premises and systems, personnel, documentation and records, and facilities and will appoint a contact person having authority to make decisions, in order for UiPath to timely perform any PS. Customer grants UiPath, its Affiliates and subcontractors a non-exclusive, limited license to use Customer Data necessary for performing the PS.
- 8.3. Warranty Exclusions.** Subject to the above limited warranties, the Technology is provided on an "AS-IS" and "AS AVAILABLE" basis. To the maximum extent allowed by the applicable law, neither UiPath, nor its Affiliates, licensors or their personnel, make any warranty of any kind (express, implied, statutory or otherwise) and UiPath specifically disclaims all warranties, including merchantability, fitness for a particular purpose or non-infringement or ability of the Technology to integrate or interoperate with other software or services or perform uninterrupted or error-free. Each Party disclaims all liability for third-party providers.

9. COMPLIANCE

- 9.1. Acceptable Use.** Customer represents that it and its Authorized Users will not use the Technology other than in accordance with the Acceptable Use Policy available here https://www.uipath.com/hubfs/legalspot/UiPath_Acceptable_Use_Policy.pdf (or successor website) and this Agreement. The Technology may contain, or UiPath may provide, third party components including open source code, which are subject to their own terms and conditions, as detailed on UiPath's website.
- 9.2. Third Party Access.** Customer may allow its Authorized Users and Affiliates to use the Technology and access the PS solely for the Customer's direct beneficial business purpose, causing them to comply with the terms of this Agreement and being liable for their actions. Upon request, Customer will provide UiPath with details and use reports of all Authorized Users and Affiliates.
- 9.3. Third Party Products.** Customer must comply with all terms and conditions required by third-party providers of any data, products, services or platforms which Customer uses with the Products and Services and Customer carries the entire risk of such use.
- 9.4. Export Control.** Parties acknowledge the Technology may be subject to export control regulations and sanctions including U.S. economic sanctions, 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, its Affiliates or any Authorized Users (i). are not named on any Export Controls and Sanctions list of restricted parties, (ii). will not knowingly export, reexport or transfer the Technology (or any result therefrom) directly or indirectly, to any country or a foreign national of a country in violation of any such Export Controls and Sanctions and (iii). will not engage in activities that would cause the other Party or its Affiliates to be in violation of Export Controls and Sanctions.
- 9.5. Audit.** UiPath may, at its expense, verify that Customer's use, access, installation, or deployment of the Technology comply with the terms of this Agreement. Additionally, no more than once every 12 (twelve) months, UiPath may perform the verifications onsite, either directly or by appointing a sub-contractor, and Customer agrees to provide all the required assistance and support. If the verification discloses a non-conformity Customer will immediately address it.
- 9.6. Confidentiality.** Before or after the Effective Date Parties or their Affiliates may exchange information under this Agreement which shall be deemed confidential if disclosed in any form or manner, marked or reasonably considered confidential, including 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 the use of discloser's CI. For instance, technical and support data made available by UiPath and Technology are considered UiPath's CI. The receiving Party will treat the CI with no less than reasonable care and will not use or disclose CI to anyone, except to its Authorized Users, advisors or consultants, who need to know the CI for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as in this section. The receiving Party may disclose CI: (i). under a written and signed permission document from the disclosing Party, (ii). as necessary to comply with applicable law or valid order of a court of law or other governmental body, only after promptly notifying the disclosing Party of this and providing assistance to prevent or limit the disclosure, or (iii). to UiPath's existing or potential investors and public or private authorities or institutions having competence over UiPath.

9.7. Anti-Bribery. In relation to the transactions under this Agreement, each Party confirms that it has not and will not accept any compensation that may violate the applicable laws, and will not promise, offer, receive, request, or authorize any payment to be used as bribe, kickback or corrupt practice, exceeding reasonable gifts/entertainment provided in the ordinary course of business.

10. ENTITY AND DISPUTE RESOLUTION

10.1. Governing Law. This Agreement is governed by the laws indicated below, depending on Customer domicile/headquarters, without regard to conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement.

10.2. Amicable settlement. Parties agree, as a prior condition for any claim, to settle amicably any dispute arising out of or relating to this Agreement within 90 days from the applicable notice. To the maximum extent permitted by applicable law, the Party not complying with this section, will cover, as applicable, the litigation of arbitration costs of the other Party, irrespective of the outcome.

10.3. Arbitration Agreement for Customers in NAMER. Subject to amicable settlement, disputes with Customers in NAMER shall be exclusively and finally settled by arbitration in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award will be in accordance with the Governing Law and state the reasons upon which it is based. However, either Party may seek injunctive relief to prevent irreparable harm or to enjoin any intellectual property rights misuse in front of the competent courts.

10.4. 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 THIS AGREEMENT.**

Customer	UiPath Entity	Governing Law	Venue
United States of America, Canada or Mexico (NAMER)	UiPath Inc., at 90 Park Avenue, 20th floor, 10016 New York, New York, United States	New York law	New York, State of New York, United States of America
Rest of the world	UiPath SRL, at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania	Romanian law	Bucharest, Romania

11. TERM AND TERMINATION

11.1. Term. Unless other term is agreed by the Parties, this Agreement will be in force for 36 (thirty-six) months from the Effective Date and will be automatically renewed for successive 12 months terms (**Term**). Either Party may provide written notice of non-renewal to the other Party at least 60 days before the expiration of any 12 months additional term, however the Agreement will survive termination, for any live Order until the end of the latter's License Term. License Terms will automatically renew for additional periods equal thereof, until either Party provides written notice of non-renewal to the other Party at least 45 days before expiration thereof.

11.2. Termination for Breach. If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party. If the breach is not cured within 30 (thirty) days of the notice date, the non-breaching Party may immediately terminate this Agreement and any Orders, upon written notice.

11.3. Effect of Termination. Except for termination for Customer's material breach, all Orders will be in effect until the termination of the applicable License Term. Unless otherwise agreed by the Parties in writing, termination of an Order will not terminate this Agreement. Upon termination of this Agreement, an Order or expiration of any License Term, the license and rights for the respective Technology or PS will immediately terminate and Customer must, at its expense remove and delete all copies thereof. Customer

understands that some or all the Technology components may cease to operate without prior notice upon expiration or termination of the License Term. Customer acknowledges that, except as otherwise provided under this Agreement, it will not be entitled to a refund of any fees paid hereunder after the delivery of PS, the Product activation key or any renewal thereof and that all Fees unpaid become immediately due and payable.

12. GENERAL

12.1. Subcontractors. UiPath may use subcontractors to perform the PS and will be responsible for performance of the PS by such subcontractors as for its own actions.

12.2. Entire Agreement and Severability. This Agreement has the entire understanding between UiPath and Customer and supersedes any prior written or oral agreement related hereof. Any terms or conditions submitted to UiPath, do not form part of this Agreement and are void, unless signed by authorized representatives of the Parties. A conflict between the terms of this Agreement, will be settled per the following order of prevalence: (i). Order signed by all Parties, (ii). additional terms for new features/functionalities, (iii). Master Software and Services Agreement. If any provision hereof is or becomes illegal, invalid or unenforceable for any reason, all other provisions of this Agreement will remain in force and will produce the intended legal effects.

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

12.4. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, transferred, delegated or otherwise disposed of by either Party without the prior written consent of the other Party, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, UiPath may, without the prior consent of the Customer, assign, transfer, delegate or otherwise dispose of, this Agreement, or any of its rights, interests or obligations hereunder to any of its Affiliates.

12.5. Change of Control. Customer must notify UiPath with 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 favour of, a direct competitor of UiPath, or (ii). changing its main object of activity into a business competing UiPath. UiPath may terminate this Agreement by written notice within maximum 30 days as of the date of the change of control notice.

12.6. Notices. Unless otherwise provided herein, notices under this Agreement must be sent by e-mail, with a suggestive subject, to the addresses listed below (or notified in writing) and will be effective the earlier of (i). being received or refused by the Party or (ii). the next business day after being sent. In lack of a valid Customer e-mail address, UiPath can use an e-mail address publicly available.

To UiPath		To Customer
Privacy: privacy@uipath.com	Security: security.breach@uipath.com	<u>[Contact Email]</u> Customer registration e-mail address
Orders: sales.support@uipath.com	Cc: accounts.receivable@uipath.com	
Invoicing: accounts.receivable@uipath.com	Others: contractnotice@uipath.com	
Compliance: legal.compliance@uipath.com	Support: per Support Terms	

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

12.8. Waiver and Reservation of Rights. Failure to exercise, or delay in exercising, any right, power or remedy under this Agreement shall not operate as a waiver, and any single or partial exercise of any right or remedy will not prevent any further or other exercise of any the same or other right or remedy. Any rights and remedies prescribed in this Agreement are cumulative and not exclusive of any others provided by law. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach. UiPath reserves all rights not expressly granted under this Agreement. Nothing here creates a legal partnership, agency, or employment relationship between Customer and UiPath or their Affiliates.

12.9. Survival. The following sections will survive non-renewal or termination of this Agreement for any reason: IP Rights, Payment Terms, Compliance, Limitation of Liability, Warranty, Entity and Dispute Resolution, Notices, Reservation of Rights, Survival, in addition to any other provisions that, by their content, are intended to survive the performance, non-renewal or termination of the Agreement (whether or not so expressly stated).