

## UiPath General Terms

Contracting Entity ..... (Customer) BILL TO: [Company Name, VAT no.] [Street Address] [City, ST ZIP Code] [Phone Number]	Ship to: [Company Name, VAT no.] [Street Address] [City, ST ZIP Code] [Phone Number]
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### Products and Services Pricing Detail:

The UiPath RPA Platform as identified below will be provided for a term of 12 months (“License Term”) and commences from the date of delivery of the License Key (“Effective Date”).

UiPath RPA Platform Product Description	Billing Cycle	Quantity	Unit of Measure	License Model	License Term Start Date	License Term End Date	Unit Price	Total Fees (USD)
<b>UiPath Unattended Robot</b>	Advance   Annually	0.00	Each/User per year	Node Locked	Day Month Year	Day Month Year	0,000.00	0,000.00
<b>UiPath Attended Robot</b>	Advance   Annually	0.00	Each/User per year	Authorized User			0,000.00	0,000.00
<b>UiPath Studio</b>	Advance   Annually	0.00	Each/User per year	Node Locked			0,000.00	0,000.00
<b>UiPath Orchestrator</b>	Advance   Annually	0.00	Each/User per year	Server			0,000.00	0,000.00
<b>Total</b>							00,000.00	

### UiPath Professional Services

Expenses will be charged to the Customer at cost and will be included on the relevant invoice for the Professional Services. UiPath will provide the Professional Services purchased hereunder on a schedule mutually agreed to by the Parties, but in no event sooner than the Start Date set forth herein.

Product Description	Billing Cycle	Quantity	Unit of Measure	Start Date	End Date	Unit Price	Total Fees (USD)
<b>Professional Services</b>	Monthly as Incurred	00.00	Hours/One Time	Day Month Year	Day Month Year	0,000.00	0,000.00
<b>Training &amp; Certification</b>	Monthly as Incurred	00.00	Hours/One Time				
<b>Implementation Services</b>	Upon Completion	0.00	Each/One Time				
<b>Total</b>						0,000.00	

This License Order (LO) is an integral part and subject to the UiPath General Terms (GT) attached to this LO. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as handwritten ink signatures.

UiPath Inc.	UiPath SRL	Customer
Authorized Signature	Authorized Signature	Authorized Signature
Name	Name	Name

### 1. DEFINITIONS

“UiPath” means (a) when Customer is located in North America (meaning United States and its territories, Canada or Mexico): UiPath Incorporated, located in Delaware, United States; (b) when Customer is located outside North America: UiPath SRL, located in Bucharest, Romania;

## UiPath General Terms

**"UiPath Partner"** means an entity with which UiPath has a valid Partner contract in place for promoting or reselling UiPath RPA Platform or for placing and processing orders from end users;

**"Agreement"** means these terms and any other terms referenced in this document;

**"Affiliate"** means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party where Control means control of greater than 50 % of the voting rights or equity interests of a party;

**"Claim"** means a claim, action, or legal proceeding filed against a Party;

**"Customer"** means the entity identified in the License Order as "Customer" or otherwise identified in the License Order as the end user customer; For the avoidance of doubt, if a Customer Affiliate places a License Order under this Agreement, such Affiliate shall be deemed as "Customer" for the purpose of that License Order;

**"Customer Data"** means any information that is imported by or on behalf of Customer into the UiPath RPA Platform from its internal data stores or other sources not supplied by UiPath;

**"Development Outputs"** means any programs, artifacts, charts or workflow diagrams created by the Customer using UiPath RPA Platform, including any Customer Data;

**"Improvements"** means all versions, updates, corrections, improvements, developments, modifications, enhancements, variations, derivative works, scripts, customizations, adaptations or extensions of feature sets of any of the UiPath RPA Platform components, created or acquired by UiPath;

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software, and any other intellectual property rights or rights of a similar nature.

**"UiPath RPA Platform"** means the suite of software components (including Manuals or other documentation) with all Improvements;

**"License Order"** means the order form or other written document for the UiPath RPA Platform or related services that is either (a) executed between UiPath and Customer or (b) the document executed between an UiPath Partner and Customer; If Customer is located in North America the License Order will be placed with UiPath Inc., while Customer located in the rest of the world is required to place a PO with UiPath SRL;

**"License Term"** means the duration of the license for UiPath RPA Platform (or for the provision of Professional Services), as specified in the License Order, or any shorter term occurring due to the termination of the Agreement;

**"License Key"** means an electronic activation key that authorizes the use of the UiPath RPA Platform components;

**"Manuals"** means the user manuals, help files, written examples, release notes or similar UiPath documentation;

**"Professional Services"** means any consulting, training, implementation, or technical services provided by UiPath to a Customer.

## 2. LICENSES

**2.1 License.** UiPath grants to the Customer a limited, non-exclusive right to use the components of the UiPath RPA Platform specified in the License Order during the License Term, including for testing and disaster recovery purposes. Customer retains all rights, including Intellectual Property Rights, in the Development Outputs created by the Customer with the UiPath RPA Platform, in accordance with this Agreement.

**2.2 Trial License.** The UiPath RPA Platform for trial purposes, is subject to the terms located at the following web address: <https://www.uipath.com/hubfs/download/legalspot/21-06-17-Trial-General-Terms.pdf> (or successor website).

## 3. THIRD-PARTY ACCESS

**3.1 Use by Affiliate and Outsourcing.** Customer may allow its Affiliates, including a third-party contractor to operate or access the UiPath RPA Platform solely on Customer's or its Affiliates behalf, but only if it is for Customer's or its Affiliates direct beneficial business purposes. At UiPath's request, Customer or its Affiliates will specify which entities have access under this provision.

**3.2 Customer Responsibility.** If Customer allows any person or entity to operate, use or access the UiPath RPA Platform, Customer is responsible for ensuring that such person or entity complies with the terms of this Agreement.

## UiPath General Terms

**3.3 No Additional Rights.** For clarity, the rights granted under this section do not modify the license permissions or increase the number of licenses granted under this Agreement.

**4. MAINTENANCE SUPPORT SERVICES.** Support services provided and regularly updated for UiPath RPA Platform are included in the License Fee, in accordance with the Maintenance Terms located at the following web address: <https://www.uipath.com/hubfs/legalspot/21.12.17.MaintenanceTerms.pdf> (or successor website).

### 5. PAYMENT TERMS

**5.1 Applicability.** This section applies only if Customer orders the UiPath RPA Platform directly from UiPath. If Customer orders the UiPath RPA Platform from an UiPath Partner, payment terms are agreed between Customer and the UiPath Partner. The Parties agree that the license commence on the date of delivery of the License Key ("Effective Date") and that the expiration date of each License Term, as well as the terms regarding the number of users and Licensing Model, will be included on each invoice or purchase order issued based on this Agreement.

**5.2 Payment.** Intentionally omitted.

**5.3 Failure to Pay.** If Customer fails to pay any amount due under this Agreement per the payment terms in the License Order, UiPath will send Customer a reminder notice.

**5.4 Disputes.** Intentionally omitted.

**5.5 Taxes.** Intentionally omitted.

**5.6 Changes.** Intentionally omitted.

### 6. THIRD PARTY INTELLECTUAL PROPERTY CLAIMS

**6.1. UiPath Obligations.** UiPath will defend to the extent permitted by 28 U.S.C. 516, at its expense, any third-party Claim against Customer during the License Term to the extent the Claim alleges that the UiPath RPA Platform infringes the third party's patent, copyright, or trademark; or that UiPath has misappropriated the third party's trade secret ("IP Claim"). UiPath will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by UiPath).

**6.2 Remedy.** In case of any IP Claim, UiPath may: (a) procure for Customer a license to continue using UiPath RPA Platform under the terms of this Agreement; (b) replace or modify the allegedly infringing components to avoid the infringement; or (c) terminate Customer's license and access to the UiPath RPA Platform (or its infringing component) and refund for UiPath RPA Platform components, any prepaid unused fees as of the date of termination, but only if Customer confirms in writing that it destroyed all copies of the UiPath RPA Platform component (and any related materials) from all computer systems on which it was stored.

**6.3 Conditions.** UiPath will have no liability for any IP Claim: (A) that arises from any: (i) use of the UiPath RPA Platform in violation of this Agreement; (ii) modification of the UiPath RPA Platform by anyone other than UiPath; (iii) failure by Customer to install the latest updated version of the UiPath RPA Platform, as requested by UiPath to avoid infringement; or (iv) third-party products, services, hardware, software, or other materials, or combination of these with the UiPath RPA Platform, if the UiPath RPA Platform would not be infringing without this combination; or (B) if Customer fails to: (i) promptly notify UiPath in writing of the IP Claim; (ii) provide UiPath with reasonable assistance requested by UiPath for the defense of the IP Claim; (iii) provide UiPath with the exclusive right to control or settle the IP Claim; or (iv) refrain from making admissions about the IP Claim without UiPath's prior written consent. The remedies in this section are Customer's sole and exclusive remedies and UiPath's sole liability regarding the subject matter giving rise to any IP Claim.

### 7. OTHER CLAIMS

**7.1. Customer's Obligations.** Intentionally omitted.

**7.2 Conditions.** Customer's obligations under this section are conditioned upon UiPath (to the extent permitted by applicable law): (i) promptly notifying the Customer of any Claim in writing; (ii) cooperating with the Customer in the defense of the Claim; (iii) granting the Customer control of the defense or settlement of the Claim to the extent permitted by 28 U.S.C. 516; and (iv) refraining from making any admissions about the Claim. The remedies in this section are UiPath's sole and exclusive remedies and Customer's sole liability regarding the subject matter giving rise to any such Claim.

### 8. LIMITATION OF LIABILITY

## UiPath General Terms

**8.1. Damages Exclusion.** Neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages; the use or inability to use the UiPath RPA Platform, computer malfunction or failure, server down time, failure of the UiPath RPA Platform to operate with any other programs, loss of profits; loss of reputation, use, or revenue; loss or corruption of data; or interruption of business.

**8.2 Liability Cap.** The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this Agreement or its subject matter will not exceed the total subscription license fees paid under this Agreement during the 12 months before the initial Claim. This limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit payment obligations as specified in Payment Terms section. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

**8.3 Other Responsibility.** For the avoidance of any doubt, under no circumstances UiPath may be liable for any Claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorneys' fees) of any kind and nature that may be asserted, granted or imposed against, directly or indirectly, arising from or in connection to any Customer Development Outputs. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

### 9. REPRESENTATIONS & WARRANTIES

**9.1 UiPath RPA Platform Limited Warranty and Remedy.** UiPath warrants that the UiPath RPA Platform, as delivered to Customer, will substantially conform to the applicable Manuals during the License Term, to the extent that the UiPath RPA Platform is used in accordance with the Manuals. Customer must notify UiPath of a Claim under this warranty within 30 days of the date on which the condition giving rise to the Claim first appeared. To the extent permitted by law, Customer's sole and exclusive remedy and UiPath's sole liability under or about this warranty will be a replacement of the UiPath RPA Platform component, or if replacement is not commercially reasonable, a termination of the applicable UiPath RPA Platform component or services and a refund of any pre-paid unused fees for the applicable UiPath RPA Platform component or service.

**9.2 Implied Warranties.** Except for the express warranties herein, UiPath RPA Platform is provided on an "as-is" basis. Neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Customer bears the entire risk as to the use of the UiPath RPA Platform. Each party disclaims all liability for any harm or damages caused by any third-party hosting providers. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

### 10. TERM

**10.1 Duration.** This Agreement applies to the UiPath RPA Platform from the Effective Date until the expiration of the applicable License Term or the term for Professional Services, unless terminated earlier under this Agreement by either Party with a 60 days' written notice.

**10.2 Material 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.

**10.3 Effect of Termination.** Upon termination or expiration of this Agreement or any License Term the license and associated rights for the UiPath RPA Platform will immediately terminate and Customer must, at its expense remove and delete all copies of the UiPath RPA Platform. Some or all the UiPath RPA Platform components may cease to operate without prior notice upon expiration or termination of the License Term.

### 11. PROFESSIONAL SERVICES

**11.1 License to Deliverables.** If it is the case, UiPath grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Customer by UiPath in performing the Professional Services ("Deliverables") solely for Customer's beneficial business purposes.

**11.2 Employment Taxes.** UiPath is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors used to perform the Professional Services.

**11.3 Warranty.** UiPath warrants the Professional Services will be performed in a professional and workmanlike manner. Customer must notify UiPath in writing of any breach of this warranty within 30 days of delivery of such Professional Service. To the extent permitted by law, Customer's sole and exclusive remedy for breach of this warranty will be re-performance of the relevant Professional Service.

## UiPath General Terms

**11.4 Subcontractors.** Customer agrees that UiPath may use subcontractors for which UiPath will be responsible, in the performance of the Professional Services.

**11.5 No Personal Data.** During the performance of Professional Services, Customer needs to avoid transmission to UiPath of information that is regulated by applicable privacy laws (“Personal Data”) (for example, by using “dummy data” when configuring or testing solutions). UiPath does not wish to receive Personal Data nor it is required for the performance of the Professional Services. Accordingly, Customer must not transmit Personal Data to UiPath, unless the Parties have agreed in writing on terms specifying that UiPath has agreed to receive Personal Data and detailing the security measures in place and protocol for the processing of Personal Data.

## 12. GENERAL

**12.1 Assignment.** Intentionally omitted.

**12.2 Customer’s Purchase Order.** Any terms or conditions in Customer’s purchase order or any other related documentation submitted by or on behalf of Customer to UiPath (or any other party, such as an UiPath Partner) do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and UiPath.

**12.3 Confidentiality Obligations.** Parties must keep the Confidential Information (means and refers to any document and information to which a Party has access during the performance of this Agreement, including but not limited to technical information, business methods, software programs, licensing model, of the other Party) confidential. Neither Party will in any manner, directly or indirectly, use or otherwise employ all or any of the Confidential Information of the other Party for any purpose other than the performance under this Agreement. This confidentiality obligation will survive for 3 years after the termination or expiration of this Agreement. The Customer acknowledges that if it provides any suggestions or feedback to UiPath, it does so voluntarily and without any obligation of confidence on UiPath in relation thereto who will be entitled to use any suggestions or feedback, in any way and for any purpose.

**12.4 Data Use Consent.** Customer agrees that UiPath and its Affiliates may collect and use technical information gathered as part of the software support services provided, if any, related to the UiPath RPA Platform. UiPath may use this information solely to improve the software or to provide customized services or technologies to the Customer and will not disclose this information in a form that personally identifies the Customer.

**12.5 Entire Agreement.** Any amendments to this Agreement may only be made in writing and become effective when signed by both Parties.

**12.6 Governing Law, Venue.** The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. Any disputes relating to this Agreement shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

**12.7 License Compliance.** UiPath may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that Customer’s use, installation, or deployment of the UiPath RPA Platform comply with the terms of this Agreement and Customer agrees to provide all the required assistance and support during such verification. This inspection will be subject to any security requirements.

**12.8 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.

**12.9 Notices.** Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either Party): to UiPath: [legal@uipath.com](mailto:legal@uipath.com); and to Customer: at Customer’s email address stated on the License Order, or if Customer’s License Order is with an UiPath Partner, at Customer’s registered address and will be effective when received by the Party, or refused by the Party.

**12.10 Publicity.** The Customer authorizes UiPath to publicly identify the Customer as a customer and include the Customer’s name and logo on the UiPath’s website and other promotional and marketing materials once UiPath sends to Customer a notice describing the use.

**12.11 Privacy.** If UiPath receives Personal Data of the Customer personnel involved in the performance of this Agreement it will process it in accordance with the [UiPath Privacy Policy](#) available on its website.

**12.12 Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable for any reason, all other provisions of the Agreement remain in force and shall produce legal effects.

## UiPath General Terms

**12.13 Third Party Providers.** If Customer uses certain features of the UiPath RPA Platform in conjunction with third party data, products, services, and platforms, then Customer is responsible for complying with the terms and conditions required by such third-party providers, and all such use is at Customer's own risk.

**12.14 Third Party Licenses.** The UiPath RPA Platform contains components of other software, including open source, which are the property of their respective owners and are licensed under their respective licenses specified on Third Party Licenses section on UiPath website, as updated from time to time or communicated to the Customer.

**12.15 Export.** UiPath RPA Platform may be subject to the trade control laws and regulations of the United States and other national governments. Each party represents that it is not named on any E.U. or U.S. government denied-party list and will not use UiPath RPA Platform in a E.U. or U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any E.U. or U.S. export law or regulation.

**12.16 Anti-Corruption.** Each party confirms it has not been offered or received any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. Any violation of the above restriction, will be promptly notified to [legal@uipath.com](mailto:legal@uipath.com)

**12.17 Waiver.** No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies (provided by law). Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.