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UiPath Open Platform License Agreement ("OPLA")

ATTENTION: Please read this OPLA carefully and install the OPA only if you agree with the provisions herein. This OPLA, as updated from time to time on UiPath's website, is a legally binding contract between you or your company ("you" or "Customer"), and UiPath (as defined below) (each a "Party", together "Parties") effective on the date you download or receive the OPA ("Effective Date"). If the OPA is requested using a company e-mail address, UiPath assumes you represent that company and you have full power to bind and enter into this OPLA on behalf of that company. UiPath reserves the right to update this OPLA at any time and without prior notification, effective within 10 days from the date of the update. It is your responsibility to review the OPLA periodically.

- 1. License.** Subject to your compliance with this OPLA and applicable law, UiPath hereby grants you a personal, worldwide, royalty-free, non-assignable, non-exclusive and revocable right to download, access, install and use the OPA for the Term of this OPLA and only for your internal business purposes with the express exclusion of any commercial or production use.
- 2. UiPath Open Platform Activity ("OPA")**
 - 2.1. Definition.** OPA is defined as any software for automation projects created, made available or published by UiPath, including without limitation on the UiPath Go! and UiPath Connect! websites or otherwise made available by UiPath, together with all underlying documentation. For the avoidance of doubt, any other software commercialized or made available as early release, pre-release, preview, alpha, beta or similar by UiPath (including the UiPath Platform and UiPath Activities, as detailed on UiPath's or its affiliates' website) are not considered OPA.
 - 2.2. IP Rights.** Without prejudice to any rights belonging to UiPath's licensors, UiPath remains the sole owner of all rights, title, and interest in the OPA and reserves all rights not expressly granted to you. Except for the license herein, UiPath does not grant you any "IP Rights" (defined as any rights, including intellectual property rights, to materials, patents, copyright, trade secrets, trademarks, inventions, data, software, databases, information, know how, plans, files, maps, charts, design, code, domains, or rights of similar nature, 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) in respect of the OPA. You hereby assign UiPath, with no claim for compensation, all IP Rights in your feedback. UiPath reserves the right to develop and distribute works, products, software or materials similar to any Works (as defined in this OPLA) developed by you.
 - 2.3. Third-Party Software.** The OPA may contain other software, including open source, which is the property of their respective owners and are licensed under their respective licenses, as may be made available in the OPA. If Customer uses certain features of the OPA 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.
 - 2.4. No Fees. No Support.** UiPath does not charge any license fees and does not provide any support services in connection with the OPA. However, UiPath may issue automatic updates to the OPA which you may not be able to prevent.
- 3. Content and Storage**
 - 3.1.** "Content" means any text, images, videos, audio, or software integrated or otherwise combined with OPA. "your Content" is any Content not provided by UiPath and which is imported or otherwise used by you on your behalf, with the OPA. You retain all IP Rights to your Content, to the extent it does not include any UiPath IP Rights.
 - 3.2.** UiPath may set reasonable technical limits, including on file size, storage space and processing capacity, and may suspend your access to the OPA, for reasonable reasons. You are entirely responsible for the shared Content or its use and we recommend that you back up your Content elsewhere regularly. You grant UiPath a transferable, royalty-free, sub-licensable, non-exclusive, worldwide, valid for the entire duration of the rights, right to host, store, copy, distribute, assess, test, modify, publicly perform, display, create derivative works of, incorporate into other works and otherwise use your Content for the purpose of this OPLA or any other service where your Content is published. UiPath reserves



the right to remove or modify the Content for any reason, including if UiPath reasonably believes that it violates the OPLA.

4. OPA Access

4.1. Responsibility. If an account is needed to access or use the OPA, you are responsible for maintaining the security of the account and data. You are fully and solely responsible for all activities that occur under and in relation to and in connection with your account and you take full responsibility for your operation of the OPA.

4.2. Abuse of Usage. Abuse or excessive of OPA, as determined by UiPath in its discretion, may result in the temporary or permanent suspension of your account, without prior notice.

5. Use Restrictions

5.1. Unpermitted Use. You are not permitted (nor will encourage or allow a third party) to:

- (a) use the OPA (i) in breach of this OPLA, (ii) to infringe any third party rights, including UiPath or its users, (iii) to violate any laws or access, tamper with or use non-public areas of UiPath systems; (iv) unless expressly agreed in writing with UiPath, to operate in a service bureau, managed service or commercial hosting services environment or by combining or incorporating it with other software (including cloud based) to provide services to third parties;
- (b) remove or modify any proprietary markings, legends or restrictions which are in the OPA;
- (c) sell, sub-license, assign, transfer, rent, lease, lend or otherwise distribute any license or rights acquired under this OPLA;
- (d) try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing or use the OPA or any part of it to distribute malware, impersonate or misrepresent affiliation with any person or entity.
- (e) attempt to break or circumvent authentication or security measures or otherwise test the vulnerability of the systems or networks or attempt to gain unauthorized access to any service, account, computer systems or networks; or mishandle or keep passwords and/or other type of login information unsecured;
- (f) use, export or re-export OPA, or any services resulting therefrom, in violation of export control regulations including without limitation: (i) U.S. economic sanctions enforced by the Office of Foreign Assets Control ("OFAC"), the Export Administration Regulations (EAR) enforced by the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) enforced by the U.S. Department of State or other regulations enforced by the U.S. Government; (ii) the European Commission regulations; (iii) the United Nations Security Council resolutions, and (iv) the Foreign Exchange and Foreign Trade Act in Japan and you represent that you are not named on any Export Control Regulations list of restricted parties.
- (g) use OPA for any purposes prohibited by United States, European Union or other national or international law, (including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons or any other similar use, including but not limited to aviation navigation or communication systems, life support systems and equipment, or in special risk areas that require error-free, permanent supervision or operation of relevant systems and in which the failure of the software may result in a direct risk for life, body, health or in substantial damages to property or the environment.
- (h) alter, merge, publish, make available, modify, translate, adapt, develop versions, create derivative works, upgrade, improve, or extend the OPA, or of any portion thereof; or benchmark, decompile, disassemble, decrypt or reverse engineer the OPA or use it for benchmarking or comparison purposes.

5.2. Permissions. Notwithstanding the Use Restrictions section, you may create derivative works of the OPA ("Works") provided that such Works are only used in conjunction with UiPath software and: (i). as needed, if the OPA comes in reference code form (or is expressly designated as template by UiPath in writing), or (ii). solely by referencing or dynamically linking the OPA, if the OPA comes in another form. If UiPath has granted you the right to develop Works based on UiPath software under a separate license agreement, then distribution and use of such Works is subject to the use restrictions set out in this OPLA. You may distribute Works to third party recipients solely: (i). to be used in conjunction with UiPath products; and (ii). under terms and conditions compatible with this OPLA, that do not grant the third-party more rights than granted to you in this OPLA (and all references to Customer or "you" will be deemed a reference to the relevant recipient and such recipient will be bound by the same limits and restrictions set out in the OPLA) and by including a complete copy of this license with the distribution. UiPath will hold you liable for the recipients' compliance with the terms of this OPLA.



6. Liability

6.1. Customer Representations. You represent and warrant that: (a) you will use the OPA, in strict accordance with this OPLA and with all applicable laws and regulations; (b) you have the full right and authority to use the OPA and enter into this OPLA, and if registered with a company account, you have full power to bind and enter into this OPLA on behalf of that company; and that (c) neither the use of the OPA, nor your Content will infringe or violate the rights of UiPath or any third party; and (d) you will not challenge UiPath's or affiliates' IP Rights or right over your feedback and you will not behave in a manner that could harm UiPath, its affiliates and will act in good faith in relation to UiPath.

6.2. Indemnification. You will, at your expense, indemnify, defend or settle any third-party claim, action, or legal proceeding against UiPath, its employees, affiliates, customers or contractors, to the extent it arises from your breach of this OPLA, any action or lack of action under this OPLA, or your Content.

7. Data

7.1. Contract Formation. During the performance of this OPLA, each Party may collect, store and use personal data regulated by applicable privacy laws ("PII") related to the other Party's representatives or employees, such as name, telephone number, e-mail address, job title. The PII is necessary to allow the Parties to enter into and perform this OPLA and each Party will be responsible to inform its own employees/representatives of the processing of their PII as provided herein. Each Party is responsible to comply with the applicable privacy legal requirements for the purposes herein.

7.2. Personal Data Restriction. UiPath does not need any of your confidential information, including PII and protected health information and sensitive data regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) ("PHI") (together, "CI") for the performance of this OPLA or for your use of the OPA. You should only use "dummy data" with the OPA and must not use or transfer any CI to UiPath. You must anonymize all data used under this OPLA to ensure that no PII or PHI is transferred to or accessed by UiPath. Under no circumstance will UiPath be held liable for any misuse of your PII or PHI.

7.3. Confidentiality Obligations. Any non-public information provided by UiPath to you under this OPLA (including, but not limited to, the OPA and UiPath IP Rights) represents confidential information of UiPath ("UiPath CI"). UiPath CI will remain property of UiPath. You may only use UiPath CI for the purposes set out in this OPLA and you will not disclose it except to your employees, agents or contractors who need to know the UiPath CI for purposes of this OPLA and who are under a binding confidentiality agreement with you at least as protective as in this OPLA. However, you will not disclose directly or indirectly any UiPath CI or IP Rights to any UiPath competitor.

7.4. Data Use Consent. You agree that UiPath and its affiliates may collect and use technical information gathered as part of these terms and related to the OPA.

8. No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OPA IS PROVIDED "AS IS" WITH NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS RELATED TO HIDDEN DEFECTS, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ABILITY TO INTEGRATE WITH OTHER PRODUCTS. UiPath does not warrant the operation of the OPA will be uninterrupted, error free or outside any possible threats or failures. You bear the entire risk for selecting and using the software, including if the OPA components prove defective. No oral or written information or advice given by a UiPath authorized representative shall create a warranty and you assume responsibility for the installation, use, and results obtained from, the OPA. This section will survive the termination of the license.

9. No Liability. To the maximum extent permitted by applicable law, in no event and under no legal theory will UiPath, its affiliates, employees, successors or licensors, be liable to you or any other person for any general, direct, indirect, special, incidental, consequential, punitive, cover or other damages or any damages resulted from the use of or inability to use the OPA components, failure of the OPA to operate with any other programs, loss of data, loss of profits, loss of goodwill, loss of assignments, service or server down time, data leaks or defects, business interruption, computer failure or malfunction, or any and all other damages or losses of whatever nature, even if UiPath has been informed of the possibility of such damages. Where the above exclusion of liability is not valid or permitted by the law, and to the extent not prohibited by applicable law, the maximum aggregate liability of UiPath for each and all claims, actions and proceedings (individually and together) under or relating to this OPLA or its subject matter will not exceed US \$100 (one



hundred US dollars), whether in contract or tort and regardless of the theory of liability and irrespective of the type of proceeding. Under no circumstances may UiPath be liable for any claims, losses, 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 with, the Content or the OPA.

- 10. Term and Termination.** This OPLA will be in force for 12 months from the Effective Date and will be automatically renewed for 12 months successive terms ("Term"), unless terminated in accordance herein. Either Party can terminate this OPLA, at any time, without any prior notice. UiPath may discontinue the OPA and terminate this OPLA and your right to use the OPA, without any liability under any theory of law, to the maximum extent permitted by law. Upon termination of the license, you will stop using OPA and destroy all copies and, upon request from UiPath, you will provide written confirmation of the destruction and deletion of the OPA and any associated materials, as soon as reasonably possible.
- 11. Governing Law. Venue.** This Agreement is governed by the laws indicated below, depending on the domicile or headquarters of the Customer, without regard to conflicts of law provisions or principles. Each Party accepts unconditionally the exclusive jurisdiction of the court and Venue listed below and irrevocably waives any objection and defence (including, without limitation, any defence of an inconvenient forum) which either Party may now or hereafter have to the bringing or maintenance of any such claim arising from or related in any manner to this Agreement, provided however that, to the extent not prohibited by applicable law, UiPath will have the right to pursue claims against Customer in any other jurisdiction worldwide. The terms of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

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

- 12. Entire Agreement.** This OPLA constitutes the entire agreement between the Parties with respect to the subject matter of this OPLA and supersedes any prior written or oral agreement between them with respect to such subject matter. If any provision of this OPLA is or becomes illegal, invalid or unenforceable for any reason, all other provisions of the OPLA remain in force and shall produce intended legal effects. You may not assign this OPLA or any of the rights granted herein. Confidentiality and indemnification obligations shall survive termination of this OPLA.