



## UiPath Open Platform License Agreement ("OPLA")

**ATTENTION: Please read this OPLA carefully and install the OPA (as defined below) 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. To the extent permitted by law, 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 and IP Rights

- 1.1. 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.
- 1.2. UiPath Open Platform Activity ("OPA").** 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 software made available as early release, pre-release, preview, alpha, beta or similar by UiPath are not considered OPA.
- 1.3. 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.
- 1.4. Fees and Support.** UiPath does not charge any license fees for the OPA. Support is provided only (i) for OPAs marked as supported (with an "Enterprise support" or similar designation), and (ii) to customers who have a signed licensing agreement with UiPath whereby they receive Standard level enterprise support, under the conditions of the support terms therein; OPA issues are subject only to Priority Levels 3 and 4. UiPath may offer support by responding to questions and issues raised on the OPA page of publication, but it has no obligation to do so. UiPath may issue automatic updates to the OPA which you may not be able to prevent.

### 2. Content and Storage

- 2.1.** "*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 shared, created, or uploaded, 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.
- 2.2.** 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.

### 3. DATA

- 3.1. Data Collection.** UiPath may collect, store and use your PII (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) or PII of your personnel necessary for this Agreement, in accordance with our Privacy Policy available on our website



(or successor). UiPath or its Affiliates may also collect and analyse diagnostic, technical, error reports, crash dumps, usage and other telemetry data from your devices and you grant them a worldwide, transferable, royalty-free right to access, use and process such data for the purpose of providing and updating the OPA, offering support and addressing technical issues, and as required by law or as reasonably provided in the Privacy Policy. You will inform your own personnel for the processing of their PII in accordance with the applicable laws.

- 3.2. 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.
- 3.3. 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.

#### **4. Your Liability**

- 4.1. Customer Representations.** You represent and warrant for you and third parties you make the OPA available to: (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.
- 4.2. 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.

#### **5. Limited Liability**

- 5.1. 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.
- 5.2. 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.

## 6. COMPLIANCE

- 6.1. Use Restrictions.** You must use the OPA only in accordance with the Acceptable Use Policy available on our website. The OPA may contain, or UiPath may provide, third party components including open source code, which are subject to their own terms and conditions, 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.
- 6.2. Permissions.** Notwithstanding this 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 a form of code as a reference or reference code (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 granted to you under this OPLA with the distribution. UiPath will hold you liable for the recipients' compliance with the terms of this OPLA.
- 6.3. Third Party Access.** You may not allow any third-party access to the OPA, with the exception of your employees and contractors and solely for your direct beneficial business purposes and by causing them to comply with the terms of this OPLA and being liable for their actions. Upon request, you will provide UiPath with detailed reports of all your users.
- 6.4. Export Control.** You represent and undertake that you, your affiliates and users (i). are not named on any Export Controls and Sanctions list of restricted parties, (ii). will not knowingly export, reexport or transfer the OPA (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 UiPath or its Affiliates to be in violation of Export Controls and Sanctions.
- 6.5. Audit.** UiPath may verify your compliance with the terms of this OPLA. Additionally, no more than once every 12 (twelve) months, UiPath may perform the verifications onsite, either directly or by appointing a sub-contractor, and you agree to provide all the required assistance and support. If the verification discloses a non-conformity you will immediately address it.
- 7. Entity and Dispute Resolution.** 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 defense (including, without limitation, any defense 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, Canada or Mexico | UiPath Inc., at 90 Park Avenue, 20th floor, 10016 New York, New York, United States  | New York law; Federal or State Courts of New York, New York |
| 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 | Dutch law; Courts of Amsterdam                              |

## 8. General

- 8.1. 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.

- 8.2. Assignment and Change of Control.** You may not assign, transfer, delegate or otherwise dispose of this OPLA or any of the rights, interests or obligations hereunder without the prior written consent of UiPath, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, UiPath may, without your prior consent, assign, transfer, delegate or otherwise dispose of, this Agreement, or any of its rights, interests or obligations hereunder. You must notify UiPath with 30 days prior to your or your 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.
- 8.3. Notices.** Notices under this OPLA 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 e-mail address, UiPath can use an e-mail address publicly available under your name.

| To UiPath  |  | To you                           |
|--|--|----------------------------------|
| Privacy: <a href="mailto:privacy@uipath.com">privacy@uipath.com</a>                      | Security: <a href="mailto:security.breach@uipath.com">security.breach@uipath.com</a> | your registration e-mail address |
| Compliance: <a href="mailto:legal.compliance@uipath.com">legal.compliance@uipath.com</a> | Support: per Support Terms   |                                  |
| Others: <a href="mailto:contractnotice@uipath.com">contractnotice@uipath.com</a>         |  |                                  |

- 8.4. Publicity.** You authorize UiPath to publicly identify you as a customer and include your name, trademarks and logo on UiPath's website and other promotional and marketing materials.
- 8.5. Waiver and Reservation of Rights.** Failure to exercise, or delay in exercising, any right, power or remedy under this OPLA 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 OPLA are cumulative and not exclusive of any others provided by law. Any waiver of any breach of this OPLA shall not be deemed to be a waiver of any subsequent breach. UiPath reserves all rights not expressly granted under this OPLA. Nothing here creates a legal partnership, agency, or employment relationship between you and UiPath or their affiliates.
- 8.6. Survival.** The following sections will survive non-renewal or termination of this Agreement for any reason: IP Rights, Compliance, Limited Liability, 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 OPLA (whether or not so expressly stated).
- 8.7. Language.** This agreement is prepared and executed in English. If this agreement is translated into other languages, the English version will be the official version and will prevail over any translated version.
- 8.8. 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.

**We reserve the right to update the OPLA at any time without prior written notice. Last update made on: 10.12.2019.**