Master Evaluation Agreement

This agreement is made between UiPath and the entity executing the agreement ("Customer") (each a "Party") as of the Effective Date. By signing or accepting this Agreement, you represent that you have the capacity to legally bind the Customer.

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

  Agreement means this agreement, the documentation and Policies available on the Trust Portal, any amendment and any other 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.

  Applicable Laws means any and all pieces of legislation that are binding on the Parties, including, and without limitation to, any (i) data protection and privacy laws, including, where applicable, the Regulation (EU) 2016/679 regarding the Personal Data Protection ("GDPR"), (ii) intellectual property laws, and (iii) other binding regulations applicable to the Parties in relation to their performance under this Agreement.

  Authorized Users means either Party’s Affiliates, and their authorized employees, representatives and contractors.

  Customer Data means any data, material information, and other proprietary Customer content created prior to or independently from any Customer interaction with Software and imported into the Software or as may be accessed by or shared with UiPath, excluding any UiPath IP Rights.

  Documentation means, where available, the applicable official Software documentation published on the Trust Portal.

  Effective Date means the date this Agreement is either (i) signed by authorised representatives of each Party, or (ii) it is otherwise accepted by the Customer, during the enrolment process.

  IP Rights means all rights and intellectual property rights, including rights in, arising out of, or associated with: (i) works of authorship; (ii) databases; (iii) inventions; (iv) trademarks, service marks, logos, symbols, trade dress, trade names, and other indicia of origin, whether registered or unregistered, and the goodwill associated therewith, (v) confidential information and trade secrets; (vi) rights of attribution and integrity and other moral rights of an author; (vii) rights in, arising out of, or associated with a person’s name, voice, signature, photograph, or likeness, including without limitation rights of personality, publicity or similar rights; (viii) rights in, arising out of, or associated with domain names; and (ix) any similar laws arising in any jurisdiction in the world.

  Licensing Policy means the policy containing the parameters defining the license grant permissions and related use restrictions applicable to each version of the Software, available on the Trust Portal.

  PII means any information related to an identified or identifiable natural person, including any sensitive data, as defined by GDPR and other applicable privacy laws.

  Policies means each and any policy governing use of the Software or the relationship between the Customer and UiPath, as published on the Trust Portal.

  Software means all forms of UiPath software and hosted services, whether in early access, alpha, beta phase, labelled as “private preview,” or “public preview” or as generally available with any and all additional versions, updates, enhancements, developments, modifications, derivative works, scripts, connectors, plugins, SDKs, APIs, or extensions thereof, including (unless otherwise agreed by UiPath in writing) any materials developed by UiPath during performance of Services (if and when available) (collectively referred to as “Improvements”).

  Services means any services that may be provided by UiPath and excludes support services.

  Trust Portal means the collection of documentation and policies made available and amended by UiPath from time to time at uipath.com/legal/trust-and-security (or successor website) and integrated by way of reference in the Agreement.

  UiPath means the UiPath entity entering into this Agreement, as described below in the Entity and Dispute Resolution section.
2. **Purpose and Governance**

2.1. **Purpose.** UiPath is a software provider of an end-to-end intelligent automation platform. The Customer is interested in testing the suitability of the Software. This Agreement applies to the Software made available by UiPath, free of charge (except otherwise specified in writing), for trial purposes only, whether part of early access, preview programs or independent of any program, for proofs of concepts delivered by UiPath to the Customer or by UiPath and/or the Customer to prospects.

2.2. **Governance.** The Parties agree that this Agreement will only govern trial and evaluation licenses and, unless otherwise agreed by the Parties in writing, given free of charge. Certain Software may be subject to additional terms, as made available to the Customer upon accessing, or otherwise agreeing to, enter the available UiPath programs.

3. **License and IP Rights**

3.1. **License.** Subject to Customer’s compliance with the terms and conditions of this Agreement, UiPath grants Customer and its Affiliates, upon access or delivery of license keys and during the Term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use the Software, solely for their internal evaluation purposes and for the purpose of testing the suitability of the Software for their internal needs, in accordance with the Policies, the Licensing Policy and the Documentation.

3.2. **IP Rights.** This Agreement does not grant either Party any rights, implied or otherwise, to the other Party’s IP Rights. UiPath, its Affiliates and their licensors own and retain all IP Rights to the Software, including without limitation any integrations, code, patches, materials, data, know-how, background IP Rights, workflows, or similar assistance otherwise provided to Customer. Customer owns all Customer Data. Customer grants UiPath and its Affiliates a non-exclusive, limited license to use Customer Data, as necessary for performing the Services. Each Party owns and retains all IP Rights in their respective pre-existing tools, software, databases, methodologies and documents.

4. **Disclaimer and Warranties**

4.1. **Disclaimer.** Customer acknowledges that (A) the Software may (i) substantially differ from commercially released versions and may be subject to changes or may be discontinued at any time; (ii) have different standards of security, privacy, availability, accessibility or reliability and could have functionality defects or blocker(s); (iii) receive automatic updates, which may not be prevented; (iv) be subject to specific limitations, as indicated by UiPath; and (B) that (i) use of the Software does not require PII and UiPath disclaims any liability in respect of Customer’s use of any PII, (ii) UiPath is under no obligation to provide any support and Customer may ask for support on the forum available for the UiPath community, (iii) UiPath may change or discontinue the Software at any time without notice, and (iv) UiPath advises, as a best practice, to frequently back-up the data before installing or accessing the Software and to take precautions as to avoid any loss of data when the Software will no longer be available.

4.2. **Customer Warranties.** Customer agrees and warrants that (i) it has obtained all rights, permissions and/or consents required under Applicable Laws or under contract, for the use of Customer Data and for the provision of feedback, as contemplated under this Agreement; (ii) it has the appropriate rights to allow UiPath to use and/or modify any software or products as part of any Services 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 perform any Services; (iii) its and its Authorised Users will use the Software in accordance with the Agreement and Applicable Laws; (iv) no part of the Customer Data infringes or otherwise conflicts with any third-party rights; and (iv) no PII will be imported within, or used with, the Software.

4.3. **Warranty exclusions.** The Software is provided on an “AS-IS” and “AS AVAILABLE” basis. Neither UiPath, nor its Affiliates, licensors, suppliers, their officers, employees or agents make any warranty of any kind (express, implied, statutory or otherwise) in relation to the Software. To the maximum extent permitted by Applicable Laws, UiPath specifically disclaims all warranties regarding the Software including availability, service uptime, merchantability, satisfactory quality, fitness for a particular purpose or non-infringement or the ability of the Software to integrate or interoperate with other technologies or third-party software. UiPath disclaims all liability for harm or damage caused by any third-party software or hosting provider. Customer bears all risks associated with the use of the Software, third-party software and Customer Data. If the Customer has other statutory rights under the Applicable Laws, the duration of the statutorily required warranties, if any, shall be limited to the shorter period permitted by the Applicable Laws.
5. LIABILITY

5.1. DAMAGES EXCLUSION. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UIPATH WILL BE NOT LIABLE FOR ANY SPECIAL, INDIRECT, MORAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, THE USE OR INABILITY TO USE THE SOFTWARE, COMPUTER MALFUNCTION OR FAILURE, SERVER DOWN TIME, FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS, LOSS OF PROFITS, REPUTATION, USE, OR REVENUE, LOSS OR CORRUPTION OF DATA, OR INTERRUPTION OF BUSINESS.

5.2. LIMITATION OF LIABILITY. IN NO EVENT SHALL UIPATH AND ITS AFFILIATES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE AGREEMENT, AND INCLUDING WHERE THE WARRANTY EXCLUSIONS ABOVE ARE NOT VALID OR PERMITTED UNDER THE APPLICABLE LAWS, EXCEED ONE THOUSAND (1,000) USD. THE LIMITATIONS OF LIABILITY SET FORTH UNDER THIS SECTION, WHETHER BASED ON CONTRACT OR TORT, WILL APPLY EVEN IF THE REMEDY DOESN'T FULLY COMPENSATE THE CUSTOMER AND EVEN IF UIPATH KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES OR THE LIKELIHOOD OF THEIR OCCURRENCE.

5.3. Indemnification. Customer agrees to indemnify and defend UiPath, its Affiliates and their respective directors, officers, employees and agents, and hold them harmless against any and all claims and expenses, including attorneys’ fees, arising out of, or in connection with (i) it’s or its Authorised User’s non-compliance with the provisions of the Acceptable Use and Export Control sections below, (ii) violation of the Applicable Laws or rights of any third party; (iii) breach of Customer Warranties, and/or (iv) any third-party claim arising out of, or in any way connected with, the Customer Data and any third-party software used by the Customer in combination with the Software, including but not limited to claims of infringement or misappropriation of IP Rights or other proprietary rights.

6. Compliance

6.1. Acceptable Use. The Customer represents that it and its Authorised Users and Affiliates will comply with this Agreement, including without limitation, the Policies available on the Trust Portal.

6.2. Data Protection. Either Party may collect, store and use PII of the other Party’s personnel as necessary to enter into, and perform, this Agreement and in compliance with the Applicable Law. Each Party will inform its personnel of processing of their PII in accordance with the Applicable Laws. UiPath processes PII as per its Privacy Policy available on the Trust Portal. If at any time during the performance of this Agreement a Party would act as a data processor on behalf of the other, the Parties agree to enter into a data processing agreement in accordance with the applicable privacy legislation, substantially in the form set out in the data processing agreement available on the Trust Portal.

6.3. Export Control. The Parties acknowledge that the Software 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”). On the Effective Date and throughout the term of this Agreement, 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 Software (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.

6.4. Audit. UiPath may, at its expense, verify that Customer’s, and Authorised User’s access, installation or deployment of the Software comply with the terms of this Agreement. Upon request, Customer will provide UiPath with details and use reports of all its and its Authorized Users. Additionally, no more than once every twelve (12) months, UiPath may perform the verifications onsite, either directly or by appointing a subcontractor, and Customer agrees to provide all the required assistance and support. If the verification discloses a non-conformity Customer will immediately address it.

6.5. Confidentiality. Before or after the Effective Date, the Parties or their Affiliates may exchange information under this Agreement which will be deemed confidential if disclosed in any form or manner, marked or reasonably considered confidential, including information on their research, activities, products, software, services, data, techniques, strategies, personnel information, processes, etc. (CI). CI excludes 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. The recipient will treat CI with no less than reasonable care and will not use or disclose CI to anyone, other than its Authorized Users, advisors, consultants, who need to know the CI for the purposes of this Agreement and are bound by confidentiality obligations at least as restrictive as herein.
The recipient Party may disclose: (i) CI, subject to discloser’s written permission, (ii) CI, as necessary to comply with Applicable Laws or valid order of a court of law or other governmental body, only after promptly notifying the discloser of this and providing assistance to prevent or limit the disclosure, or (iii). this Agreement or the transactions contemplated by it, to UiPath’s existing or potential investors and public or private authorities or institutions having competence over UiPath. Notwithstanding termination herein, the confidentiality obligation will survive until the CI no longer qualifies as confidential or trade secret. Without any prejudice against the foregoing, the Customer hereby waives the exercise of its right to request retrieval or destruction of Customer Data, unless mandatory required to it under the Applicable Laws.

7. Entity and Dispute Resolution

7.1. 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.

7.2. Amicable settlement. Parties agree, as a prior condition for any claim, to attempt to settle amicably and in good faith any dispute arising out of or relating to this Agreement within 90 (ninety) days from receipt of 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.

7.3. Arbitration Agreement for North America. Subject to the amicable settlement above, disputes with Companies headquartered in North America will 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 subject to the Governing Law and state the reasons upon which it is based. Either Party may seek injunctive relief to prevent irreparable harm or to enjoin any IP Rights misuse in front of the competent courts.

7.4. 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.

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<thead>
<tr>
<th>Customer</th>
<th>UiPath Entity</th>
<th>Governing Law</th>
<th>Venue</th>
</tr>
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<tbody>
<tr>
<td>United States of America, Canada or Mexico (North America)</td>
<td>UiPath Inc., at 90 Park Avenue, 20th floor, 10016 New York, New York, United States</td>
<td>New York law</td>
<td>New York, State of New York, United States of America</td>
</tr>
<tr>
<td>Rest of the world</td>
<td>UiPath SRL, at 4 Vasilie Alcăsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania</td>
<td>Romanian law</td>
<td>Bucharest, Romania</td>
</tr>
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7.5. Statute of Limitation. Unless prohibited by the Applicable Law, any claims in court or arbitration must be filed within 1 (one) year from the date when a right to file was born or after the accrual of the cause of action. Claims filed after the aforementioned term will be precluded by this provision and deemed time barred. Proceedings related to export controls or violation of UiPath’s or its Affiliates’ IP Rights may be brought at any time within the applicable statute of limitation provided under the law.

8. Term and Termination

8.1. Term. Unless otherwise agreed by the Parties in writing, this Agreement commences as of the Effective Date and, unless otherwise agreed by the Parties in writing, will continue for 60 (sixty) days until terminated in accordance with this Agreement.

8.2. Termination. This Agreement will terminate on expiry of the Term. 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 receipt of notice date, the non-breaching Party may immediately terminate this Agreement upon written notice.

9. General

9.1. Feedback, Independent Development, Residuals. The Customer acknowledges that if it provides any suggestions or feedback to UiPath, it does so voluntarily and UiPath will be entitled to use any of it, in any way and for any purpose in relation to its business. Parties agree that nothing in this Agreement will limit or restrict UiPath's right to (i) develop directly or indirectly any components that may be similar or may perform similar to any Customer IP Rights generated pursuant to usage of the Software, (ii) develop or acquire products, for itself or others, that compete with the products, systems, or methods developed
by the Customer, subject to confidentiality obligation hereunder, and (ii) use any general information, ideas, concepts, know-how, processes, techniques, programming routines and subroutines, methodologies, processes, skills, or expertise which are retained in the unaided memory of UiPath’s Authorized Users. UiPath or its Affiliates may use technical, usage and other telemetry data from Customer’s use of the Software and Customer Data for the purpose of providing Improvements, developing software and service, improving resource allocation and support, internal demand and product planning, verification of security and data integrity, training machine learning algorithms, and identification of industry trends and developments, including creation of indices and anonymous benchmarking.

9.2. **Entire Agreement and Severability.** This Agreement has the entire understanding between UiPath and Customer and supersedes any prior written or oral agreement related hereof. Other terms or conditions submitted to UiPath, do not form part of this Agreement and are void, unless signed by Parties’ authorized representatives. A conflict of the terms of this Agreement, will be settled per the following order of prevalence: (i). Policies available on UiPath website (or successor), (iii). this Agreement. If any provision 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.

9.3. **Force Majeure.** Neither Party is liable for failure to perform its obligations under this Agreement to the extent delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labour action, fire, flood, earthquake, failure of third-party providers, denial of service attacks, malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions.

9.4. **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 Customer, assign, transfer, delegate or otherwise dispose of, this Agreement, or any of its rights, interests or obligations hereunder to any of its Affiliates or as a consequence of a change of control.

9.5. **Change of Control.** Customer must notify UiPath within thirty (30) days prior to it or its Affiliate (i) being acquired by, selling substantially all of its assets to, merging with, or changing its Control in favor of, a direct competitor of UiPath, or (ii) changing its main object of activity into a business competing UiPath or its Software. UiPath may terminate this Agreement by written notice within maximum 30 (thirty) days as of the date of the change of control notice.

9.6. **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.

<table>
<thead>
<tr>
<th>To UiPath</th>
<th>To Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance: <a href="mailto:legal.compliance@uipath.com">legal.compliance@uipath.com</a></td>
<td>Privacy: <a href="mailto:privacy@uipath.com">privacy@uipath.com</a></td>
</tr>
<tr>
<td>Security: <a href="mailto:security.breach@uipath.com">security.breach@uipath.com</a></td>
<td>Others: <a href="mailto:contractnotice@uipath.com">contractnotice@uipath.com</a></td>
</tr>
</tbody>
</table>

9.7. **Reservation of Rights.** Failure or delay in exercising, any right or remedy hereunder will not operate as a waiver, and single or partial exercises thereof will not prevent further exercises of rights or remedies. Any waiver of a breach of this Agreement will not be deemed a waiver of any subsequent breach. UiPath reserves all rights not expressly granted hereunder.

9.8. **No Partnership.** Nothing here creates a legal partnership, agency, or employment between Customer and UiPath or Affiliates and neither Party is bound by any obligations to transact beyond the terms agreed hereunder.

9.9. **Survival.** The following shall survive termination of this Agreement: License and IP Rights, Disclaimer and Warranties, Liability, Acceptable Use, Export Control, Confidentiality, Entity and Dispute Resolution, Notices, Reservation of Rights, No Partnership, Survival, in addition to other provisions that, by their content, are intended to survive the termination herein (whether or not so expressly stated).

We will notify you of material changes by display on the Trust Portal or within the Software and the updated Agreement will be effective within 30 (thirty) days from the notification date or as otherwise specified in the notification. If you continue to use the Software after any change has taken effect, UiPath assumes that you have agreed with said change. Your only remedy for dissatisfaction hereunder is to stop using the Software.