Master Software and Services Agreement

This Master Software and Services Agreement is entered into as of the date (i) the last Party signs this Agreement or (ii) otherwise accepts the terms of this Agreement ("**Effective Date**") between UiPath and Customer ("**Agreement**"). By signing or otherwise accepting this Agreement, you represent you have the capacity to represent the entity identified herein as the Customer. UiPath and Customer are each a "**Party**" and collectively the "**Parties**" to this Agreement.

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

   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 any data, information, PII and other proprietary Customer content created prior to or independently from any Customer interaction with UiPath Technology and imported into the Technology or accessed by UiPath in connection with or for the purpose of provision of Services, excluding any UiPath IP Rights.

   Documentation means the official Software guides available on the Trust Portal.

   Fee(s) means the fees payable for the license to use the Technology or benefit from the Services and any expenses incurred in the performance of Services, 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, registered designs, trade secrets, 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.

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

   Order means the order form or statement of work mutually accepted by the Parties and excluding any terms and conditions thereof added unilaterally by Customer or a UiPath partner.

   PII (**Personally Identifiable Information**) means any information related to an identified or identifiable natural person as defined by, as applicable, Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act (CCPA), and other applicable privacy laws and **PHI** (**Protected Health Information**) 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)).

   Software means software, with any and all additional versions, updates, enhancements, developments, modifications, derivative works, scripts, connectors, plugins, SDKs, APIs, or extensions thereof (if and when available) (collectively referred to as "Improvements"), and the underlying Documentation, including any hosted service provided by UiPath, subject to the Licensing Policy.

   Services means professional services specified in an Order, excluding Support.

   Support means maintenance and service levels which apply to the Software during the License Term as provided in the support terms available on the Trust Portal.

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

   Trust Portal means the collection of compliance 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 in the Governing Law and Dispute Resolution section.

2. **AGREEMENT GOVERNANCE**

2.1. This Agreement applies to the Software and Services identified in the relevant Orders. For the avoidance of any doubt, this Agreement does not apply to any software or services released by UiPath for community use, trial, early access, alpha, beta or preview, or any other Software released after the Effective Date, which may be governed by specific terms of use as further detailed on the Trust Portal.

3. **LICENSE AND IP RIGHTS**

3.1. **License.** Subject to the terms and conditions of this Agreement, UiPath grants Customer and its Affiliates, upon delivery of license keys and during the License Term, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide right to use the Technology specified in the applicable Order, solely for their internal business purposes and in accordance with 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 Technology, including without limitation any integrations, code, patches, materials, data, know-how, background technology, workflows, or similar assistance otherwise provided to Customer. Customer owns all Customer Data, and each Party owns and retains all IP Rights in their respective pre-existing tools, software, databases, methodologies and documents. 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 suggestions or feedback, in any way and for any purpose in relation to the Technology.

4. **ORDERING PROCESS**

4.1. **Orders.** All Orders are subject to this Agreement, irrespective of whether a reference to this Agreement is made or not. Commercial terms agreed in an Order shall only be applicable for the Software and specifics of that respective Order and shall not extend to subsequent Orders placed under the Agreement, unless expressly agreed by the Parties in those subsequent Orders.

4.2. **Affiliates' Orders.** Customer may place Orders for its Affiliates under this Agreement and will cause such Affiliates to comply with Customer's obligations herein. Any Customer Affiliate may place Orders with UiPath and its Affiliates, listed in the Governing Law and Dispute Resolution Section, by referencing this Agreement, and such Customer Affiliate will be deemed as Customer.

5. **PAYMENT TERMS**

5.1. **Applicability.** These Payment Terms apply only if Customer orders the Technology 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.

5.2. **Payment.** Unless otherwise agreed in the applicable Order, UiPath will issue an invoice for each Order as follows: (i) Software Fees will be invoiced annually in advance; (ii) Services Fees will be invoiced monthly, as incurred. Invoices will be delivered only electronically and payable within thirty (30) days thereof. 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 Services. Except as otherwise provided herein, such expenses will be charged at cost and invoiced together with the Services or separately.

5.3. **Failure to Pay.** Overdue Fees may carry interest at a monthly rate of the lesser of one percent (1%) per month or the maximum rate permitted by applicable law. If Customer fails to pay within sixty (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.

5.4. **Payment Disputes.** Customer will pay any undisputed amounts in the invoice. Within fifteen (15) days from the invoice date Customer will report any alleged errors to UiPath in writing and the Parties will work to settle the dispute amicably within thirty (30) days therefrom.

5.5. **Taxes.** Fees are exclusive of any taxes. 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

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Customer from paying the Transaction Tax only when Customer provides UiPath with a validly signed tax exemption or equivalent certificate in any jurisdiction where such certificates are available. 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 Services.

5.6. 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 and such change will become effective upon Customer placing a new Order or the renewal of any current License Term following such notice.

6. CLAIMS

6.1. UiPath Obligations. UiPath will defend, indemnify and hold harmless Customer, at its expense, against any third-party claim, action, or legal proceeding, alleging that the use of the Technology during the License Term, as delivered by UiPath, infringes the third party's patent, copyright or that UiPath misappropriated the third party's trade secret ("**IP Claim**").

6.2. Customer Obligations. Customer will indemnify, hold harmless and 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 or other third-party rights.

6.3. Conditions. The obligations to defend are contingent on the Party seeking defense to (i) promptly notify the other of any claim in writing; (ii) cooperate with the other in the defense of the claim; (iii) grant the other sole control of the defense or settlement of the claim; (iv) refrain from making any admissions about the claim without the other's prior written consent, and (v) take all reasonable measures to mitigate the damages. 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 IP Claim arising from: (i) use of the Technology or Services in breach of the Agreement; (ii) modification of the Technology or Services 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 Services, 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: (i) procure the right for Customer to continue using the Technology under the terms of the Agreement; (ii) replace/modify the impacted components to avoid the alleged infringement; or (iii) terminate Customer's license to the Technology (or relevant component) and refund the associated prepaid and unused Fees. The remedies in this section are sole and exclusive remedies of the Party seeking defense and sole liability of the Party defending it, with respect to an IP 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 twelve (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 Warranties and Remedies

8.1.1. Product Warranty. For a period of ninety (90) days from the delivery of the Software to Customer, UiPath warrants the Software will substantially conform to the Documentation, provided that the Software is used in accordance with the terms of this Agreement and applicable law. To the extent permitted by law, UiPath's sole liability under this warranty will be, in

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UiPath's reasonable commercial discretion, a repair or replacement of the relevant Software. If UiPath deems the repair or replacement is not commercially reasonable, UiPath will terminate such Software and refund the prepaid and unused Fees with respect to the terminated Software as of the date of termination.

8.1.2. Services Warranty. UiPath warrants that Services will be performed in a professional and workmanlike manner.

8.1.3. Customer Warranty. Customer represents that 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 timely perform any Services. UiPath's provision of the Services is contingent upon the warranty provided herein. Customer grants UiPath, its Affiliates and subcontractors a non-exclusive, limited license to use Customer Data necessary for performing the Services.

8.2. 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 restrictions prescribed in this Agreement, including the Acceptable Use Policy available on Trust Portal. Without limiting the generality of the foregoing, Customer shall not disassemble, decompile, or otherwise reverse engineer such Technology, permit third parties access to the Technology outside the scope of this Agreement by sublicensing, renting, leasing, time sharing or using it in a service bureau, or removing (or failing to reproduce in any copy) any copyright or other proprietary notice. Customer further acknowledges the Software is subject to the limitations and standards prescribed on UiPath's Trust Portal.

9.2. Third-Party Access. Customer may allow its Authorized Users and Affiliates to use the Technology and access the Services solely for Customer's internal business purposes, provided that (i) Customer ensures its Authorized Users and Affiliates comply with the terms of this Agreement and (ii) Customer shall be liable towards UiPath as if their acts and omissions would have been its own. Upon request, Customer will provide UiPath with details and use reports of all Authorized Users and Affiliates.

9.3. Third-Party Components. The Technology may contain third party components embedded within which include open source code. Notwithstanding anything to the contrary herein, use of the open source software will be subject to the license terms and conditions applicable to such open source software, to the extent required by the applicable licensor (which terms shall not restrict the license rights granted to Customer hereunder).

9.4. Third-Party Products. Customer is free to use the Technology in conjunction with third-party data bases, products, services or platforms, by complying with all terms and conditions enforced by third-party providers thereof, bearing the entire risk of such use. Use of third-party products resold or distributed by UiPath will be subject to the terms and conditions set by the relevant IP Rights owners, as made available on the Trust Portal.

9.5. Export Control. The Parties acknowledge that 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**"). 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 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.

9.6. 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 twelve (12) months, UiPath may perform the

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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.

9.7. **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 but not limited to information relating to their research, activities, products, software, services, data, techniques, strategies, personnel information, processes, etc. (**CI**). CI shall also include the existence of as well as the terms and conditions of this Agreement and any Order placed hereunder. 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 related to the 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 reasonable assistance to prevent or limit the disclosure; or (iii) in the case of UiPath, to its existing or potential investors and public or private authorities or institutions having competence over UiPath. The confidentiality obligations of this Agreement replace any prior confidentiality provisions agreed between the Parties.

9.8. **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 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. TERM AND TERMINATION

10.1. **Term**. Unless otherwise agreed in an Order, the license term for the Software is twelve (12) months ("**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 forty-five (45) days before expiration of the respective License Term. This Agreement is effective as of the Effective Date and will continue for an indefinite period of time, until terminated by either Party under this Agreement.

10.2. **Termination**. This Agreement may be terminated as follows:

10.2.1. **Material Breach of the Agreement**: by either Party, immediately upon written notice to the other, if the other Party has made a material breach hereunder and, to the extent the breach can be cured, has not been cured within thirty (30) days as of the notice date.

10.2.2. **Change of Control:** by UiPath, with thirty (30) days written notice, in case of a change of control as prescribed in the Change of Control section.

10.2.3. **Additional Termination Events:** by either Party, immediately upon written notice to the other Party (i) when, due to the applicable law or on account of a regulator's or similar body's decision or ordinance, it becomes unlawful or illegal to it to continue the performance of this Agreement, including but without limitation, as a result of a breach or misrepresentation of a Party's export control obligations described in Export Control section; or (ii) if such other Party commences or has commenced against them bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business; or (iii) if currency repatriation provisions or other currency restrictions are imposed by any government body which prevent or restrict the ability of Customer to make any net payments to UiPath as required hereunder.

10.3. **Effect of Termination.** Except for termination for Customer's material breach, all Orders will be in effect until the expiration of their term. Unless otherwise agreed by the Parties in writing, termination of an Order will not trigger termination of this Agreement. Upon termination of this Agreement, an Order or expiration of any License Term, the license and rights for the respective Technology or Services 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 Services, the Product activation key or any renewal thereof and that all Fees unpaid become immediately due and payable.

11. GOVERNING LAW AND DISPUTE RESOLUTION

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11.1. 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.

11.2. 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 ninety (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.

11.3. Arbitration Agreement for Customers in North America and India. Subject to amicable settlement, disputes with Customers in (i) North America shall be exclusively and finally settled by arbitration in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and (ii) India shall be administered in English by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre by a tribunal consisting of one (1) arbitrator. 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 from a court of competent jurisdiction to prevent irreparable harm or to enjoin any intellectual property rights misuse.

11.4. Venue. Parties hereby accept the exclusive jurisdiction of the competent courts of the Venue indicated below and irrevocably waive any objection and defense (including, any defense 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 (**North America**)	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
India	UiPath Robotic Process Automation India Private Limited, at 7th floor, Prestige Trade Tower, 46, Palace Road, Sampangi Rama Nagar, Bangalore, Bangalore, Karnataka, India, 560001	Indian Law	Bangalore, India
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

12. GENERAL

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

12.2. Analyses. UiPath or its Affiliates may perform analyses which may contain technical, usage and other telemetry data from Customer's use of the Technology and, if made available by Customer to UiPath, Customer Data ("**Analyses**"). Customer Data utilized as part of Analyses will be anonymized and aggregated. Analyses may be used for purposes such as providing Improvements, developing software, training machine learning algorithms, and identification of industry trends and developments, including creation of indices and anonymous benchmarking.

12.3. Data. Customer acknowledges that use of the Technology or Services does not require any PII. However, to the extent PII is processed by UiPath, UiPath will be considered a processor on behalf of the Customer and the data processing agreement available on the Trust Portal will apply to such processing. Customer must not use PHI with UiPath servers/cloud.

12.4. Entire Agreement and Severability. This Agreement with all references herein is the entire understanding between UiPath and Customer and supersedes any prior written or oral agreement related hereof. Unless otherwise prescribed hereunder, any amendment to this Agreement will be made in writing and will be signed by authorized representatives of the Parties. Any terms or conditions submitted to UiPath do not form part of this Agreement and are void, unless specifically amended in writing and signed by the authorized representatives of the Parties. A conflict between the terms of this Agreement, will be settled per the following order of prevalence: (i) Order accepted by the Parties, (ii) additional terms for new features/functionalities, and (iii) this instrument. If any provision hereof is or becomes illegal, invalid or unenforceable for any reason, all other provisions of this Agreement will remain in full force and effect.

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12.5. 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, labor action, fire, flood, earthquake, failure of third-party providers, denial of service attacks, malicious conduct, utility failures, power outages, governmental acts, orders, or restrictions.

12.6. 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.

12.7. 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.

12.8. No TUPE. For the avoidance of doubt, the license granted under this Agreement or the provision of Services, including Support, by UiPath to the Customer or its Affiliates does not represent a transfer of undertaking within the meaning of any national, state and local laws and regulations (including European Union, where applicable) on the safeguarding of the employees' rights in the event of transfer of undertakings, businesses or parts thereof. However, in the event that any public authority or body or any employee (or former employee) of UiPath/the Customer or its Affiliates claims or alleges or otherwise is deemed that he/she has transferred to or become employed by the other Party as a result of this Agreement, by virtue of the aforementioned legal provisions (**Transfer Claim**), the one Party which becomes aware of any Transfer Claim shall give notice to the other party of such Transfer Claim as soon as reasonably practicable and the Parties should co-operate in good faith in order to challenge such Transfer Claim.

12.9. 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 or any email addresses previously used in the communication with UiPath.

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

12.10. Publicity. 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.

12.11. 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, joint venture, agency, or employment relationship between Customer and UiPath or their Affiliates.

12.12. Survival. The following sections will survive non-renewal or termination of this Agreement for any reason: IP Rights, Payment Terms, Limitation of Liability, Compliance, Governing Law and Dispute Resolution, Notices, Waiver and Reservation of Rights and 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).