



GSA EULA Form

Commercial Supplier Agreement Header:

This Commercial Supplier Agreement and SAAS License Agreement and Services (“Agreement”) is between the Customer, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of UiPath Inc. (“Company” or “Supplier”) with its principal place of business at 90 Park Ave, New York, NY, 10016, USA. This Agreement governs the Customer’s use of the Supplier software (the “Licensed Software”) and the Supplier documentation made available for use with such software. “You” or “Customer” or “Licensee” means the Government Customer (Agency) who, under GSA Schedule Contracts, is the “Ordering Activity” which is defined as “an entity authorized to order under GSA Schedule Contracts” as defined in GSA Order OGP 4800.21, as may be amended from time to time.

1. DEFINITIONS

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

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

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

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

“**Authorized Users**” means either party’s employees, representatives and contractors;

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

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

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

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

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

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

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



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

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

"Manuals" means the official Product guides available on UiPath website or successor website (except for any marketing, promotional or publicity materials);

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

"PII" means any 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 and PHI 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).

"Products" means software, with any and all additional versions, updates, enhancements, developments, modifications, derivative works, scripts, connectors, plugins, SDKs, APIs, or extensions thereof, and the underlying Manuals, including any hosted service provided by UiPath, subject to the available licensing models (**Licensing Models**).

"Professional Services" or **"PS"** means any consulting, training, implementation, or technical services provided by UiPath to a Customer specified in an Order, excluding support services.

1. **Governance.** This Agreement applies to UiPath's Products and PS. Customer's use of new features or functionality of Products not contemplated as of the Effective Date which may be subject to additional terms made available within such Products, shall be deemed acceptance of such additional terms, provided, however, that to the extent of a material conflict between the terms of this Agreement and such additional terms, the terms of the Multiple Award Schedule (MAS) shall control.

2. LICENSES

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

2.2 Trial License. A trial license is subject to the terms located at the following web address and a current copy of which is attached hereto: <https://www.uipath.com/hubfs/download/legalspot/21-06-17-Trial-General-Terms.pdf> (or successor website). For Trial Licenses, Terms and Conditions are subject to change with the addition of new trial services or removal of existing trial services.

3. THIRD-PARTY ACCESS

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

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

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

4. SUPPORT SERVICES. Support services provided for UiPath RPA Platform are included in the License Fee, in accordance with the Support Terms attached. UiPath may from time to time update the terms provided there is no degradation in the level of service provided. A copy of the current terms are attached and available at: https://www.uipath.com/hubfs/legalspot/UiPath_Support_Terms.pdf



5. RESERVED

6. THIRD PARTY INTELLECTUAL PROPERTY CLAIMS

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

6.2 Remedy. In case of any IP Claim, UiPath may: (a) procure for Customer a license to continue using UiPath RPA Platform under the terms of this Agreement; or (b) replace or modify the allegedly infringing components so that they become non-infringing (including disabling the challenged functionality), provided the modified Products remain substantially equivalent in function to the enjoined Products and repurchase the affected components, if any, for which no non-infringing modification is possible in UiPath's determination at a negotiated and mutually-agreeable price that reflects the pro-rata prepaid fees paid by Customer as of the date of UiPath's notification to Customer that no non-infringing modification is possible, but only if Customer confirms in writing that it destroyed all copies of the UiPath RPA Platform component (and any related materials) from all computer systems on which it was stored.

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

7. OTHER CLAIMS

7.1. Customer's Obligations. Intentionally omitted.

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

8. LIMITATION OF LIABILITY

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

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

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



9. REPRESENTATIONS & WARRANTIES

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

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

10. TERM

10.1 Duration. This Agreement applies to the UiPath RPA Platform from the Effective Date until the expiration of the applicable License Term or the term for Professional Services as set forth in an Order or applicable statement of work.

10.2 Material Breach. If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party.

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

11. PROFESSIONAL SERVICES

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

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

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

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

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

12. Data



12.1 Data Collection. Each Party may collect, store and use PII of the other Party's personnel necessary for the Agreement by complying with the applicable privacy laws. UiPath or its Affiliates may also collect and analyze diagnostic, technical, error reports, crash dumps, usage and other telemetry data from Customer's use of the Products and Customer grants them a worldwide, transferable, royalty-free right to access, use and process such data for the purpose of providing and updating the Products or PS, offering support and addressing technical issues, and as required by law or as reasonably provided in the Privacy Policy available on UiPath's website (or successor). Customer will inform its own personnel for the processing of their PII in accordance with the applicable laws. UiPath processes PII as described in its Privacy Policy available on its website.

11.7 Use of Data. Use of Products or PS does not require PII and UiPath accepts no liability thereof. However, if Customer uses Products lawfully on UiPath servers/cloud, PII may be transferred to UiPath, who will be considered a processor on behalf of the Customer and the data processing agreement available on UiPath's website will apply from the moment of the transfer. Customer must not use PHI on UiPath servers/cloud. If provision of PS is rendered impossible due to the lack of PII, Customer will notify UiPath and the Parties will discuss entering into a data processing agreement.

12. GENERAL

12.1 . Intentionally omitted.

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

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

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

12.5 Entire Agreement. This agreement, the MAS and any orders issued thereunder constitute the entire agreement. Any amendments to this Agreement may only be made in writing and become effective when signed by both Parties.

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

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

12.8 No Partnership. Nothing in this Agreement is intended to constitute a fiduciary relationship, agency, joint venture, partnership, or trust between the Parties and neither Party has authority to bind the other Party.

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

12.10 Publicity. Any publicity related to the Government's use of this service must be pre-approved in writing by the Government Contracting Officer.



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

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

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

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

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

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

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