

## Master Software and Services Agreement

This Master Software and Services Agreement is entered into between UiPath and Customer, as below defined, as of the date (i) the last Party signs this Agreement or (ii) otherwise accepts the terms of this Agreement (“**Effective Date**”). UiPath and Customer are each a “**Party**” and collectively the “**Parties**” to this Agreement.

### 1. Defined Terms

- 1.1. Terms used with capital letters have the meaning prescribed below or in the body of the Agreement.
- a. “**Add-on**” means any integrations, know-how, workflows, and/ or code created by Customer using the Technology, independently from UiPath, either individually, or in collaboration with a third-party.
  - b. “**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.
  - c. “**Agreement**” means this Master Software and Services Agreement, together with any other terms, and policies referred to herein.
  - d. “**AI Software**” means Software, excluding Input and Output, which consists of a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
  - e. “**Authorized Users**” means either Party’s employees, representatives, and contractors.
  - f. “**Cloud Software**” means Software provided by UiPath to the Customer in a hosted environment managed by UiPath.
  - g. “**Customer**” means the entity signing or otherwise accepting this Agreement.
  - h. “**Customer Data**” means any data, information, and proprietary Customer content created prior to or independently from (I) any Customer interaction with the Technology and imported into the Technology