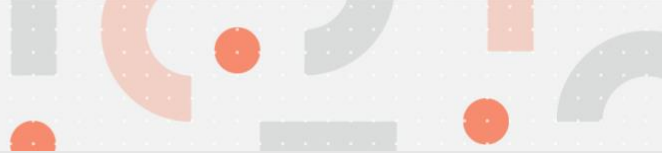


UiPath Certified Professional

Candidate Agreement



CANDIDATE AGREEMENT 3

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CANDIDATE AGREEMENT

The following terms and conditions shall govern your participation in the UiPath® Certified Professional (“Program”). This Candidate Agreement (“Agreement”) is made between you and the participating UiPath legal entity as applicable to your country, as per Section 11.2 below (“UiPath”).

1. DEFINITIONS

- “Candidate” means any person taking an exam.
- “UiPath” means any UiPath entity and its existing or future affiliates.
- “Credential” means the type of recognition established by UiPath for each exam in the Program.
- “Designation” means the title granted to you by UiPath, if you have successfully passed all required exams and met all other requirements for the Credential associated with that title.
- “Logo” means the Program Logo established by UiPath associated with your Certificate and Badge. You may become qualified to use the Logo only if you successfully pass all required exams and meet all other requirements for the Credential associated with that Logo.

2. CERTIFICATIONS AND CREDENTIALS

- 2.1. **Recognition.** To achieve UiPath Certified Professional recognition for a Credential, you must have (a) accepted this Agreement and (b) received from the Program Office an acknowledgement that you have successfully passed an exam and met all other requirements, if any.
- 2.2. **Validity.** Your UiPath Certified Professional Credential will not expire, though it may lose market value over time. Depending upon your role and responsibilities, your employer may want you to achieve the latest version of the Credential.
- 2.3. **Term.** The period during which you may use the Designation and Logo for a Credential shall commence upon receiving notification from the Program Office that you have passed an exam and shall continue for as long as your Certification is valid and in good standing. If the Program Office establishes that the Candidate has cheated or used illegal means to influence the process or results of an exam (as described in section 3.2.), UiPath has the right to terminate the Credential and inform the Candidate of such termination.

3. EXAM AND RECOGNITION

- 3.1. **Exam Results.** Upon completing your exam, you will be provided a Score Report. This score will be reviewed along with other information in your Exam record. You may view your official Credential within 5 days after your Exam appointment at <https://www.certmetrics.com/uipath>.

During this period, UiPath and/or its vendors (“Vendors”) may review your exam record for

evidence of possible misconduct, scoring accuracy, and for response patterns that may suggest your result does not represent a correct measure of your competence or knowledge (measurement error). If a review of the exam record reveals possible misconduct or measurement errors as stipulated in section 3.3., UiPath reserves the right to immediately invalidate your exam score and any awarded recognitions.

- 3.2. **Exam Fraud.** Exam fraud includes any action or attempt by an individual or group of individuals to influence the testing process and score through cheating. Any individual or organization discovered to be engaging in these activities, whether willingly or not, is subject to corrective action.

UiPath identifies the following activities as exam fraud:

- Falsifying your identity or impersonating another individual.
- Cheating, colluding, and/or copying exam questions.
- Seeking, obtaining, and/or using any materials or information containing actual exam questions or protected exam material in forums or social networking sites.
- Reproducing, using, and/or disclosing any exam or test content in any form (digital, print, verbal) to anyone before, during, or after the testing event.
- Soliciting or allowing another person to take an exam on your behalf.
- Retaking an exam in violation of UiPath Certified Professional Exam Retake Policy.
- Disclosing and/or distributing protected exam material. This includes sharing exam questions with other exam test-takers, colleagues, your study group, etc.
- Giving or receiving unauthorized assistance when taking an exam.
- Possessing, referring to, or otherwise using any materials or equipment including, but not limited to, cellular phones, hand-held computers, laptop computers, tablets, electronic devices, removable drives, cameras, any recording devices or any writing materials while taking an exam.
- Engaging or collaborating with companies selling exams and/or practice tests.
- Making notes of any kind if in a secure area of a test center except on the writing materials that may be provided at the test center for this purpose.
- Altering the exam score and/or score report.
- Offering to sell, publish, display, distribute, disclose, or reproduce any part of any exam or test content by any means including, but not limited to, web postings, formal or informal preparation or discussion groups including communities of practice, chat rooms, reconstruction through memorization, study guides, or by any other method or in any materials.
- Creating derivative works from any part of any exam or test content or materials.
- Engaging in any conduct that is intended to, or results in, assisting or providing an unfair advantage to others.

Any of the above behaviors may occur prior to taking the exam, during the exam, or after the exam has been taken. You acknowledge and agree that UiPath or its designated Vendors have the right to use statistical analyses and other necessary methods to monitor for evidence of exam fraud. UiPath reserves the right to further investigate and take appropriate remedial actions if such analyses reveal evidence of exam fraud. These

actions include, but are not limited to, requiring Candidates to offer proof that they personally took an exam, revoking the awarded recognitions as described in section 3.3, and/or requiring Candidates to retake an exam under controlled conditions.

Please note that practice test questions, exam questions, and answers which may be available for purchase and/or download from the Internet are often outdated exam or practice test questions and are Intellectual Property stolen from UiPath. Use of such materials acquired from unauthorized sources is also considered exam fraud.

- 3.3. **Revocation of your Recognition.** UiPath Certified Professional measures your professional competency through high-stakes, proctored exams and performs ongoing maintenance and statistical analyses, including data forensics. If the validity of the exam result is brought into question due to statistical anomalies identified during analyses, UiPath may revoke, at its sole discretion, any or all recognitions you have acquired in the Program. UiPath may also forbid you, either permanently or for a limited period of time, to acquire future recognitions under any of the following circumstances:

3.3.1. If you breach any of the terms and conditions of this Agreement; or

3.3.2. If UiPath concludes, in its sole discretion, that you have participated in any action that undermines the integrity and confidentiality of the Program; or

3.3.3. If UiPath determines that you have committed exam fraud as defined in section 3.2.

- 3.4. **Employer Notification.** If UiPath revokes your acquired recognitions pursuant to section 3.3, you hereby agree that UiPath may notify your employer or associated company and respond to any inquiry by your employer or associated company about any changes occurred in your recognition status. Ignorance of these clauses shall not change the corrective action taken and cannot be considered a defense.

- 3.5. **Business Conduct.** You hereby agree that all the services you provide in your capacity as a participant in the Program, including those which involve the use or display of a Designation or Logo, shall be performed in a manner that (a) complies with all applicable governmental laws and regulations, (b) protects the Confidential Information and other Intellectual Property rights of UiPath, (c) does not harm or reflect negatively on UiPath's reputation, (d) avoids misleading, unethical, or illegal practices, and (e) does not make or appear to make any guarantees, representations or warranties on behalf of UiPath or UiPath products or services.

4. CREDENTIALS, DESIGNATIONS AND LOGOS

- 4.1. **Permitted Use.** Upon passing an exam, UiPath will grant you a non-exclusive, non-transferable, non-assignable, non-sublicensable, personal, revocable right to designate yourself with the applicable Designation and Logo and to use it only with the purpose of marketing, advertising, and promoting your activities as a UiPath Certified Professional. You are granted no other right, title, or license to the UiPath Trademarks.
- 4.2. **Limitations of Use.** You shall not use the Designation or Logo acquired in the Program in a way that (a) infringes or damages UiPath's rights, (b) negatively reflects on UiPath or otherwise injures UiPath's reputation, (c) misrepresents your relationship with UiPath and (d) misleads or implies that the Designation or Logo applies to other individuals or

organizations.

- 4.3. **Logo Usage Guidelines.** Any reproduction and use of the Designation and Logo shall be made by complying with the Guidelines in EXHIBIT A. You shall use only UiPath supplied Logo artwork and upon request, you agree to promptly provide representative examples of your materials using the Designation or Logo.
- 4.4. **Reservation of Rights.** You acknowledge the value of the recognition associated with the Credential and acknowledge that such recognition solely ensures the benefit of and belongs to UiPath. UiPath shall retain all rights not specifically conveyed to you in this Agreement and shall have the right to further grant permission to others to use the Designation and Logo.
- 4.5. **Protection of Logo and Designation.** If deemed necessary, you agree to cooperate and offer assistance to UiPath in order to ensure protection of UiPath's rights in or to a Designation or Logo.
- 4.6. **Challenge of Rights.** You agree not to challenge, interfere with, or bring any type of action or legal or administrative proceeding in relation to the rights and title of UiPath in or to any Designation or Logo.
- 4.7. **Unauthorized Use, Registration.** You agree not to file any application to register, in any class and in any country, any trademark or service mark for any Designation or Logo or any other mark confusingly similar to any Designation or Logo granted by UiPath. You agree not to use any Designation or Logo except as expressly authorized under this Agreement. You agree to immediately cease all use of all Logos and Designations upon the termination of this Agreement.

5. CONFIDENTIAL INFORMATION

- 5.1. **Confidential Information.** You understand and agree that the tests, exams, and all information obtained by you related to the tests and exams including, but not limited to, the specific questions and the content, structure, and organization of the tests and/or exams, is confidential and proprietary information of UiPath. All exams are offered for the sole purpose of testing your knowledge in the subject matter referenced in the description of the applicable exam.

You agree to maintain the confidentiality of the UiPath Certified Professional exams and not disclose, whether verbally or in writing, the content of the exam or any part of the exam including and without limitation to questions, answers, worksheets, computations, drawings, diagrams, length or number of exam segments or questions, or any communication, in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose, without the prior express written permission of UiPath. This prohibition includes reproduction orally, in writing, in any Internet "chat room or closed group," message board, forum, or otherwise. Unauthorized disclosure of the exam's content could result in legal and/or disciplinary action.

- 5.2. **Candidate Confidentiality.** You agree that you will, both during and after the term of this Agreement, (a) keep all Confidential Information related to the Program and take reasonable measures in order to protect the Confidential Information, (b) not make use of the Confidential Information unless expressly allowed under this Agreement, and (c) not reproduce, use, transmit, publish, or disclose any exam content, in any form, including

without limitation, verbal, written, electronic or any other means for any purpose.

- 5.3. **Intellectual Property.** UiPath does not grant you any rights other than the rights expressly provided in this Candidate Agreement. UiPath retains all rights, title and interest including any Intellectual Property rights to the Program and all related information, content, data, exams, materials, and all copyrights, patent rights, trademark rights and other proprietary rights therein. UiPath will pursue all available remedies to protect its exam content, its Intellectual Property, and its Confidential Information, and all other proprietary information and materials. This may include prosecution under applicable laws and seeking, to the fullest extent of applicable law, civil and criminal penalties.

6. RECOGNITION INFORMATION

- 6.1. **Sharing Candidate Information.** You hereby acknowledge that UiPath is entitled, but is not obligated, to make available to your employer and third parties information concerning your recognition status, for any purpose. In some cases, a third party may also independently communicate with you directly regarding your results, for example for purposes related to eCertificates, badges, etc. You have the responsibility to ensure that the information you provide as participant in the Program is accurate and updated at all times. By using a corporate email address or by choosing an affiliation in your profile, your profile data and information about obtained certifications may be shared with the owner of the domain (e.g., your employer).

- 6.2. **Data Protection.** You acknowledge and agree that UiPath and the Program Vendors may collect, access, use, retain, transfer, disclose, or destroy (collectively, "Process") your Personally Identifiable Information including, without limitation, your name, address, telephone number, photograph, signature, and email address ("Personal Data") for analyses, research, fulfillment and for any other purposes deemed necessary or appropriate to provide the services under this Agreement. Your Personal Data may be transmitted or otherwise transferred to third party service providers or to UiPath affiliates outside of the country or geographic region in which you reside or in which you took any UiPath Certification Exam, including countries that do not offer the same level of protection as the ones in which the General Data Protection Regulation applies. In this case, UiPath will ensure appropriate safeguards are put in place in order to protect your Personal Data.

- 6.3. **Privacy Policy.** We will process your personal data in accordance with the applicable data protection laws. For additional information on UiPath's policy on the protection of your personal data, see our [Privacy Policy](#).

7. TERMINATION

- 7.1. **Termination by Either Party.** Either party may terminate this Agreement for convenience upon thirty (30) days written notice of termination to the other party.
- 7.2. **Termination by UiPath.** UiPath, in its sole discretion and without prejudice to any rights UiPath may have under this Agreement or in law, equity or otherwise, may terminate this Agreement at any time upon the occurrence of any one of the following events: (a) any breach of this Agreement, (b) your disclosure without authorization from UiPath of any trade secret or Confidential Information including, without limitation, any Confidential Information as identified in section 5.1, (c) your failure to comply with the terms required by UiPath for maintaining your Designation and Credential, (d) your misrepresentation of

your recognition status, (c) your use of a Logo or Designation in an inappropriate manner which UiPath may believe could injure its reputation or rights, and (e) your offering of misleading information regarding your application for Program registration or for maintaining your status.

- 7.3. **Termination Effect and Survival.** Upon termination of this Agreement, all rights granted hereunder shall be terminated completely. Except for specifically provided herein, you shall immediately discontinue all use of Designations and Logos and you shall have no further rights or obligations under this Agreement after its termination. Rights and obligations under sections 4.4, 4.5, 4.6, 4.7, 5, 6, 7.3, 8, 9, and 11 of this Agreement shall survive termination of this Agreement.

8. WARRANTIES

- 8.1. **No Warranties.** UiPath or its Vendors, makes no warranties of any kind (express, implied, statutory or otherwise) in relation to services of this Agreement and does not give you any right or authority to make any promises or offer warranties on behalf of UiPath or UiPath products and services.
- 8.2. **Disclaimer.** UiPath assumes no liability whatsoever for any act or omission, whether intentional, negligent or otherwise, of any Candidate pursuing Certification or recognition under the Program.

9. LIABILITY

- 9.1. **Limitation of Damages.** UiPath shall not be liable for any indirect, consequential, incidental, punitive, reliance, exemplary, or special damages, or for any loss of profits or revenue arising from or otherwise related to this Agreement, your recognition status, your failure to achieve or maintain your Credentials, your use or inability to use the acquired Designations or Logos, or the termination of your recognition in the Program, whether the claim arises from contract or tort and regardless of the theory of liability, even if UiPath has been advised of the possibility of such damages. UiPath's liability for damages hereunder shall not exceed the exam fees actually paid by you to UiPath. Notwithstanding anything contrary in this Agreement, the remedies set forth herein shall apply even if such remedies fail their essential purpose and to the greatest extent permitted by law.
- 9.2. **Indemnification.** You agree to indemnify, defend, and hold harmless UiPath from any claims, damages, liabilities, costs, and expenses including, but not limited to, court costs and attorney's fees arising, in whole or in part, from your acts or omissions regarding this Agreement including: (a) any breach of this Agreement including by you, (b) any personal injury, product liability, property damage or other claims which are caused, directly or indirectly, in whole or in part, by any act or omission by you, (c) any claim alleging that your services or solutions were performed, sold or promoted in an unauthorized, deceptive, illegal, incomplete, negligent or improper manner, (d) your use or misuse of the Intellectual Property or Confidential Information of UiPath, or any third party, and (e) UiPath's termination of this Agreement or termination of your recognition status pursuant to the terms of this Agreement.

10. CHANGES AND MODIFICATIONS

- 10.1. **Right to Change.** UiPath reserves the right to discontinue or change the Program at any time including, but not limited to, additions, deletions or other modifications to the

requirements for acquiring and/or maintaining your recognition status, exam content, exam passing score, testing policies, addition of new Credentials, Designations and Logos, and deletion, modification or replacement of any Credential, Designation or Logo. Changes regarding the Program will be posted on the UiPath Certified Professional website.

- 10.2. **Changes Effect.** UiPath may change the requirements for maintaining a recognition for the Credential you have earned in the Program. In such cases, you must comply with the new requirements. Failure to comply with the new or modified requirements will lead to your recognition for that Credential being terminated. As such, you shall cease all use of the Designation or Logo associated with that Credential. It is your responsibility to monitor and comply with the posted Program information and requirements for any modifications potentially affecting your recognition status. By continuing to participate in the Program (including use of any Designation or Logo), you hereby agree to be bound by these changes.

11. OTHER PROVISIONS

- 11.1. **Injunction.** You acknowledge and recognize that a material breach by you of any of your undertakings hereunder shall cause UiPath irreparable damage or loss, which cannot be promptly remedied in monetary damages in an action at law. As such, upon a sufficient showing of material breach and without further evidence of irreparable damage other than this acknowledgment, UiPath shall be entitled to pursue immediate equitable relief including, but not limited to, both interim and permanent injunctions to stop such damage. UiPath shall take this action in addition to its rights and remedies otherwise available at law.
- 11.2. **Governing Law and Jurisdiction.** This Agreement is governed by the laws indicated below, depending on your domicile/headquarters, without regard to conflicts of law provisions. 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.**

Participant	UiPath Entity	Governing Law	Venue
United States of America, Canada or Mexico (NAMER)	UiPath Inc., 90 Park Avenue, 20 th Floor, New York, New York, 10016 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, 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, Floors 5 and 6, District 1, 010639 Bucharest, Romania	Romanian law	Bucharest, Romania
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- 11.3. **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 of 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.
- 11.4. **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.
- 11.5. **No Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, transferred, delegated or otherwise disposed of by you. 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 to any of its affiliates.
- 11.6. **Notices.** All notices required by this Agreement must be sent to UiPath and addressed to:

UiPath Certified Professional Program Office
ATTN: certification@uipath.com

All notices to be mailed to you will be directed to the most recent email address we have on file for you in the Program Office (UiPath Certification Manager - CertMetrics). It is your responsibility to ensure that the Program Office has your current email and postal address.

- 11.7. **Entire Agreement and Severability.** This Agreement has the entire understanding between UiPath and you and supersedes any prior written or oral agreement related hereof. Any terms or conditions submitted to UiPath, do not form part of this Agreement and are void, unless signed by authorized representatives. If any provision hereof 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.

EXHIBIT A - LOGO USAGE GUIDELINE

UiPath Certified Professional participants are encouraged to use and display the associated Logos and Program Designations for earned Credentials upon successfully passing an exam subject to the following conditions:

- Use the Logo on business cards and company correspondence, alone or in conjunction with the Program acronyms, depending on space and the need for clarification.
- Logo must be placed in an area that affords ample space to “breathe,” free from any visual clutter that competes with or obstructs the readability and importance of the Logo.
- Do not use the Logo with objectionable material (for example, material that is defamatory, scandalous, pornographic or illegal) or create derivative works based on the Logo.
- Do not alter the Logo in any manner including proportions, fonts, colors, elements, or location of any of the text in relationship to the graphic element. Do not animate, morph, or otherwise distort its appearance.
- Do not change or alter the Logo in any way, combine it with any other trademark, or use it with any other word, design, logo or element, unless permitted in writing by UiPath.
- Logo must appear in approved UiPath colors.

Acronyms designed to distinguish the Program achievement levels and credential associated with the achievement may be used alone or in conjunction with UiPath Certified Professional logos previously mentioned.