UiPath Academic Alliance Program Agreement

This Agreement is entered by and between the following parties for the purpose of entering into the UiPath Academic Alliance Program.

(A)   **UiPath SRL**, a company registered under the laws of Romania and having its registered office at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, Bucharest 010639, Romania (hereinafter referred to as "**UiPath**") which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns); and

(B)   the organization identified in the Academic Alliance Application (hereinafter referred to as the "**Partner**") which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns)

Both **UiPath** and the **Partner** shall individually be referred to as "Party" and jointly as "Parties".

1.   DEFINITIONS

1.1.   "**Academic Alliance Application**" means the online application available on UiPath's website for the Partner to fill in and submit for the purpose of becoming a member in the UiPath Academic Alliance Program;

1.2.   "**Academic Alliance Program**" means the program developed by UiPath whereby UiPath enters into partnerships with universities, educational institutes, high schools or governmental educational authorities for the purpose of raising awareness, promoting and providing resources for enabling robotic process automation software courses, trainings and any other educational programs;

1.3.   "**Courses**" means the courses made available by the Partner, which may include access to the UiPath Academy website and related Teaching Resources;

1.4.   "**Effective Date**" means the date when UiPath notifies the Partner that the Partner's membership in the UiPath Academic Alliance Program has been approved;

1.5.   "**Logo**" means the UiPath Academic Alliance Program logo and/or trademark;

1.6.   "**Qualified Educators**" means an individual employed by, or collaborator of, the Partner who has successfully completed the qualification requirements stated in this Agreement;

1.7.   "**Student**" means any individual enrolled in a Course, including full time or part time students and continuing education students of the Partner;

1.8.   "**Teaching Resources**" means the teaching, training, evaluation and other materials that UiPath makes available to the Partner in electronic or hard copy formats to be used by the Partner in providing the Courses;

1.9.   "**Term**" has the meaning specified in Section 9 of this Agreement.

1.10.   "**UiPath Academy**" means the platform available at the following web address https://www.uipath.com/rpa/academy and subject to the terms set out therein;

1.11.   "**UiPath Community Edition Platform**" means the free version of the UiPath RPA Platform, that may be used by the Partner for the purpose of delivering the Courses, subject to the terms set out herein;

1.12.   "**UiPath RPA Platform**" means the suite of software components (UiPath Studio, UiPath Orchestrator, UiPath Robot) and UiPath Activities (meaning any software templates for automation projects) and other software, made available or published by UiPath and licensed to the Partner under this Agreement, including Manuals, together with all Improvements.

All capitalized terms not otherwise defined here will have the meaning specified in the UiPath Community Terms.

2.   REGISTRATION AND REPORTING

The Partner will fill return the completed Academic Alliance Application to UiPath as a prerequisite to becoming a member in the UiPath Academic Alliance Program. The Partner shall fill in and submit an updated Academic Alliance Application from time to time, as reasonably requested by UiPath during the Term of this Agreement.

3.   LICENSE GRANTS

3.1. The UiPath Community Edition Platform may be used subject to the terms located at the following web address: https://www.uipath.com/developers/community-edition/license-agreement (or successor website) (the "UiPath Community Terms"). The UiPath Community Terms are incorporated herein by reference, provided that if there is any inconsistency between such terms and any terms of this Agreement, this Agreement shall prevail.

3.2. Subject to the terms of this Agreement, UiPath hereby grants to Partner a limited, non-exclusive, non-transferable, and non-sublicensable license during the Term to: (i) deliver the Courses to Students; (ii) reproduce a reasonable number of copies of the Teaching Resources for use in providing Services subject to any restrictions in the UiPath Community Edition Terms; and (iii) display and internally distribute the UiPath Teaching Resources to Students taking the Courses, provided that such resources retain all proprietary markings of UiPath. Subject to this license, the Partner may create any outputs, including but not limited to any software programs, artifacts, charts or workflow diagrams (collectively "Development Outputs"), test and execute them in non-production environments. The Partner retains all rights, including all Intellectual Property Rights, in the Development Outputs resulting from the Partner's use of the UiPath Community Edition Platform, in accordance with this Agreement.

3.3. UiPath acknowledges that each Student may individually download the UiPath Community Edition Platform subject to the UiPath Community Terms.

4. **FEES AND TAXES.** UiPath does not charge any license fees in connection to the Academic Alliance program under this Agreement

5. **PUBLICITY.**

5.1. The Partner authorizes UiPath to publicly identify the Partner as a partner in the Academic Alliances Program and include the Partner's name and logo on the UiPath's website and other promotional and marketing materials. The Partner is authorized to use UiPath's trademarks and logos as provided in the Teaching Materials for the delivery of the Courses and to identify UiPath as a partner within the Academic Alliance Program.

5.2. UiPath authorizes the Partner to use the Logo subject to the guidelines attached hereto in Exhibit B.

6. **QUALIFIED EDUCATORS.** The Partner shall ensure that the Qualified Educators meet the following qualification criteria:

a) participate in and complete readiness curriculum provided by UiPath with exercises and projects to prepare for initial class delivery. The curriculum may include self-learning courses, study material, page-turn sessions, in-person or live workshops. The goal is for the Qualified Educators to be very familiar and confident to deliver the classes to the students.

b) keep up-to-date with different courses or documents provided as a part of the Academic Alliance Program or Qualified Educator community from time to time, especially after UiPath releases a new update or version of the UiPath RPA Platform.

7. **COVENANTS.** The Partner agrees that:

a) it shall assign and identify at least one, but preferably two Qualified Educators on staff who will learn, develop expertise and deliver the Courses to the Students. UiPath is not, in any event, responsible for providing personnel to the Partner in connection with the Courses;

b) it shall run at least one full Course in a calendar year for regular, enrolled Students; and

c) it shall be solely responsible for fulfilling the terms of any agreement between the Partner and its Qualified Educators, and UiPath shall not be obligated to perform, or be deemed liable for the Partner's nonperformance of, any of the Partner's obligations thereunder.

8. **COURSES.**

8.1. The Partner represents that the Courses' number, structure, duration and other relevant information is accurately set out in the Exhibit A of this Agreement.

8.2. The Partner shall be responsible for the following with respect to the Courses:

a) The Partner shall deliver the Courses to the quality standards and in accordance with all other requirements stated in this Agreement;

b) The Partner agrees to provide UiPath with periodic reports concerning the Partner's compliance with the terms and conditions specified in this Agreement. Such reports may include, but are not limited to, providing UiPath the name of the Partner's class(es) and the number of students enrolled in each class;

c)   The Partner agrees to actively promote the Courses. Such promotion may include course catalogues, school web site and the like or more active promotion such email notifications to students.

8.3.   UiPath will give the Partner's designated representative access to a restricted website and the Partner shall be responsible for downloading the Teaching Resources for the Courses which the Partner is authorized to deliver. UiPath reserves the right to modify the Teaching Resources from time to time by posting the updated versions thereof on the UiPath website.

9. **TERM & TERMINATION.** This Agreement shall be effective for two (2) years from the Effective Date, subject to one (1) year automatic renewals and unless earlier terminated by either Party with a 60 (sixty) days prior written notice. UiPath can terminate the UiPath Community Edition Platform access, website or any service immediately as part of a general shut down of UiPath service. All rights granted under this Agreement shall terminate immediately on the effective date of termination of this Agreement.

10. **EXPORT.** Notwithstanding anything from the above, each Party acknowledges that the UiPath Enterprise RPA Platform may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the "Export Control Regulations") regulating the export and reexport of the UiPath Enterprise RPA Platform. Each Party represents that it is not named on any Export Control Regulations list of restricted parties. Each Party hereby agrees and undertakes that it shall not knowingly export or reexport the UiPath Enterprise RPA Platform (or any product, process or service resulting directly therefrom), directly or indirectly, to any country or a foreign national of a country in violation of any such Export Control Regulations.

11. **CONSENTS.** The Partner undertakes to obtain all relevant consents required under the applicable laws in order for the Partner and UiPath to be able to monitor the progress of the Students using the UiPath Community Edition Platform and for the Students to register on the UiPath website. For the avoidance of any doubt, the Partner will obtain the parental consent for the Students for which such consent is necessary in accordance with the local applicable laws.

EXHIBIT A
Courses

Course Title	**Robotic Process Automation Design & Development**
Abstract/Course Overview:	This course aims at providing knowledge of basic concepts of Robotic Process Automation to University students. It further builds on these concepts and introduces key RPA Design and Development strategies and methodologies specifically in context of UiPath products. The student undergoing the course shall develop the competence to design and develop a robot for a defined process.
Course Level:	201
Duration:	One Semester – Approximately 60 hrs of content in the form of Lecture, Lab and Demos
Delivery:	Self-learning via portal and / or Formal Class room sessions
Course Outcome:	• Learn the basic concepts of Robotic Process Automation; • Understand processes which can be automated, associated business documentation basics, RPA journey of an organization; • Develop familiarity and deep understanding of UiPath tools; • Develop ability to independently design and create robots for business processes; • Learn the business best practices;
Student Profile:	This course is intended for University Engineering students who want to acquire the skills of designing and developing robots for process automation
Adoption Model	Integration to University curriculum
R Required Prior Knowledge	Required: • Students should have successfully completed computer programming 101 level course. Good to Have (Not mandatory but shall accelerate the learning): • Lean six sigma; • .Net, VB, C#, JavaScript, HTML, SQL queries; • Knowledge of key terminologies (OCR, Process flow, Exception handling, Bots, Algorithms).

Ui|Path | Academic Alliance

Logo Usage Guideline

UiPath authorizes the Partner to use the UiPath Academic Alliance Logo subject to the following conditions:

- 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.

- use the Logo only in the manner, for the purpose, and in the media stated in contractual agreement.

- the Logo should never be locked up with any other logo of either universities or other partner's logo.

- include the legend, "®" or "™", as appropriate next to the Logo.

- 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 other element, unless permitted in writing by UiPath.

- not use the UiPath corporate logo with the "Academic Alliance" description unless formally approved for specific activity.

- not use the Logo in a manner that suggests your product or service is provided under the Logo of, or by, UiPath.

UiPath may revoke the rights in this section at any time either without cause in its sole discretion.

Ui|Path