1. **Products.** Reseller is authorized to purchase for resale to end-users ("Customers") software made generally commercially available by UiPath ("Products"). Reseller's volume purchases hereunder will be at a price shown in the attached price list or as notified by UiPath. Reseller is required to place a PO for Customers located in North America (i.e. United States and its territories, Canada and Mexico) to UiPath Inc., while for Customers located in the rest of the world Reseller is required to place a PO to UiPath SRL. Reseller may allow its Affiliates (as defined in the EULA) to purchase Products from UiPath for resale to end-users in the conditions of this Agreement, subject to the acceptance of a PO from such Affiliates by the relevant UiPath entity.

2. **Order and Opportunities.** Any order of Products by Reseller shall be made using a purchase order indicating (a) the name and address of the Customer, (b) details of the licensed Products (installation, Licensing Model), License Term ("PO"). Upon receipt of any PO, UiPath will provide the Products to Reseller or the Customer as instructed by Reseller. Reseller will independently set its own pricing to Customers and bears all risk of non-payment by Customers. Each party will designate an account manager under the Agreement and will have quarterly meetings or calls to discuss any opportunities. The parties may decide to work together for a potential transaction with a Customer ("Proposal"). Each Proposal will be a separate document referencing this Agreement and each party will provide the other party with reasonable information, assistance and the cooperation with a view to prepare and submit a successful Proposal.

3. **Licensing.** Any use of any software Products resold hereunder will be pursuant to an end user license agreement (EULA) directly between UiPath and the Customer (end user) located at the following web address (or successor): https://www.uipath.com/hubfs/legalspot/17.01.18.UiPath_General_Terms.pdf incorporated herein (the "EULA"). Reseller is responsible for ensuring that each Customer enters into the EULA in a manner that is legally binding upon the Customer. This may require Reseller to: a. notify each Customer that Products are subject to the EULA, b. include a link to the EULA in each quotation and invoice issued to the Customer, or c. obtain from each Customer written confirmation of acceptance of the EULA prior to acceptance of the order. Reseller will provide evidence of acceptance by the Customer upon request and will notify UiPath of any suspected breach of the EULA. Confidentiality obligations and governing law of the standard EULA (in force at the start date of this Agreement) apply to this Agreement.

4. **Payment.** Payment will be made to UiPath with respect to any purchase hereunder within 30 days after the later of receipt of an invoice not disputed in good faith or provision of the Products. All payments will be made in cleared funds, without any deduction. If Reseller is compelled by law to make any deduction, it will pay to UiPath such amounts as are necessary to ensure receipt by UiPath of the full amount.

5. **Term.** This Agreement will be in effect for one year, subject to automatic one year renewals. Either party may terminate this Agreement without cause, by giving thirty days' prior written notice to the other. Except in the case of termination by UiPath for breach, notwithstanding any expiration or termination of this Agreement, UiPath will honor in accordance with the terms hereof all Orders placed prior to such expiration or termination of this Agreement.

6. **Technology.** The Products include proprietary technologies of UiPath or its licensors. Reseller or its partners will not: (i) make any unauthorized representations, warranties or false statements regarding the performance, features or functionality of the Products that are not in accordance with UiPath published documentation; (ii) disassemble, reverse compile, reverse engineer, create derivative works or similar actions on the Products; or (iii) copy or use the Products (except as permitted herein). Reseller will conduct its business to reflect positively on UiPath and will not engage in any activity detrimental to UiPath, including without limitation, misleading or unethical practices that might have a detrimental effect on UiPath, its Products or the Customers.

7. **Liability.** Reseller will indemnify UiPath against any claims, losses, damages, proceedings, suits, fees, judgments, costs and expenses suffered or incurred by UiPath which arise from Reseller's non-compliance with Section 6 or 9. Reseller is fully responsible for all liabilities and expenses of any type whatsoever that may arise on account of Reseller's resale of the Products. Except for the indemnity obligations, in no event shall either party's liability for damages under this Agreement exceed the amount paid to UiPath by Reseller in respect of Products purchased from UiPath or include any indirect, incidental, consequential, punitive, exemplary, or special damages or any similar damages.

8. **Assignment.** Neither party may assign or transfer its rights or obligations under this Agreement to another party without prior written consent of the other party, except that either party may, upon prior written notice to the other, assign its rights and obligations hereunder to any affiliate that succeeds to all or a substantial part of its business. The Parties are independent contractors and no Party will have the authority to act as employee or agent for, or to bind, the other Party in any way. Neither party is an agent, partner, fiduciary, joint venture or representative of the other.

9. **Compliance.** Reseller will comply with all applicable federal, state and local laws and regulations, U.S. Foreign Corrupt Practices Act and any similar laws or regulations in any applicable jurisdiction, as well as with all applicable export and import laws and regulations, including U.S. and EU sanctions and prohibitions on export for certain end uses or to certain users.

10. **Support.** Due to the complexity of the Products, in order to be able to resell in accordance with UiPath standards, Reseller needs to cumulatively fulfill the following criteria: (i) has qualified personnel, equipment and trading premises in

order to be able to provide Customers with Products implementation support, training, consulting and other technical services, if required by Customers, in accordance with the commercial terms agreed by Reseller with the Customers; (ii) has at the moment of conclusion of this Agreement, or commits in writing to have within 6 months as of such date, minimum 5 advanced certified UiPath RPA professionals; and (iii) provides UiPath with documented proof of compliance with the requirements specified herein. Resellers that are not complying with the criteria are not entitled to the benefits specified and granted by UiPath.

11 Complete Agreement. This Agreement, together with its attachments, constitutes the entire agreement with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof. Any other terms submitted by or on behalf of a Party are not part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Parties. The Agreement starts when last party signs.

UiPath SRL Address ..... By..... Name.....	UiPath Inc. Address ..... By..... Name.....	Reseller Indepro Ingeniería de Procesos Address..Calle 19 # 4 – 88 off 1003 Bogota Colombia By..... Name Jose Ignacio Castillo Mendoza

Managed Services and Internal Consumption

Pricing Discounts:

Partner's volume purchases shall be at a price discounted from UiPath's current list price as indicated herein. For removal of doubt, the discounts below will be applied progressively to each new order as and when Partner reaches the relevant slab of business with UiPath. The discounts will not be applied retrospectively to all orders placed in the year:

Value of Business to UiPath (in USD)	Discount %	Current List Price (USD)
0 – 150,000	-	UiPath Studio license (Authorized-user): 3,000 per year UiPath Back-office/Unattended license (Concurrent Runtime): 8,000 per year UiPath Front-office/Attended license (Authorized user): 1,200 per year UiPath Studio Orchestrator (Server): 20,000 per year
150,001 – 500,000	10%	
500,001 – 1,000,000	20%	
1,000,001 – 2,000,000	25%	
2,000,001 – 5,000,000	30%	
5,000,001 – 10,000,000	35%	
10,000,001 and above	40%	

Reseller

Pricing Discounts:

Partner's volume purchases shall be at a price discounted from UiPath's current list price as indicated herein. For removal of doubt, the discounts below will be applied progressively to each new order as and when Partner reaches the relevant slab of business with UiPath. The discounts will not be applied retrospectively to all orders placed in the year:

Value of Business to UiPath (in USD)	Discount %	Current List Price (USD)
0 – 150,000	3%	UiPath Studio license (Authorized-user): 3,000 per year UiPath Back-office/Unattended license (Concurrent Runtime): 8,000 per year UiPath Front-office/Attended license (Authorized user): 1,200 per year UiPath Studio Orchestrator (Server): 20,000 per year
150,001 – 250,000	5%	
250,001 – 500,000	10%	
500,001 – 1,000,000	20%	
1,000,001 – 2,000,000	25%	
2,000,001 – 5,000,000	30%	
5,000,001 – 10,000,000	35%	
10,000,001 and above	40%	