The UiPath Partner Excellence Awards (“Award Program” or “Award”) is intended to recognise and reward UiPath Business Partners, BIG4 and GSI’s in India. UiPath India evaluates the eligible partners basis the commitment and investment that has been made to develop strong capacity and capability for UiPath products and platform and continuously demonstrate success in the market in terms of revenue, bringing in marquee wins and driving customer advocacy.

The first edition of UiPath Partner Excellence awards is scheduled for 28th July 2020. The evaluation criteria are based on the performance during the period January-December’2019.

The Award Program will be organized in accordance with this regulation (the “Rules”) which will be binding for all participating entities.

By registering to take part in the Award Program, you agree to be bound by the Rules and represent that you agree to the felicitation and media communication around the Award Program, and also agree to the use of your company name, logo, brand image, representative images and quotes to be used for various media types published across various media channels and platforms Partnership at Silver tier with complete Master Partner Agreement signed and active is a must eligibility for this program.

The Award Program is sponsored by UiPath Robotic Process Automation India Pvt. Ltd. (“UiPath”), an India company, having its registered office address at Prestige Trade Tower, 7th Floor, 46, Palace Road, High Grounds, Sampangi Rama Nagar, Bangalore - 560001, India, Company Identification Number U72200KA2016PTC124378, registered with the Registrar of Companies, Ministry of Corporate Affairs, duly represented by Raghunath Subramanian, Director.

**Award Program Details**

The Award Program will take place internally and comprises three stages: 1. Identification & Nomination and 2. Announcement and 3. Felicitation. The final results for this round will be declared online on [www.uipathindia.com/partnerexcellenceawards](http://www.uipathindia.com/partnerexcellenceawards), on 28th July 2020,

**2.0 Procedure and Information required for Nomination:**

1.1 The Partner account manager shares the nominations across various award categories.
1.2 Partner Enablement team validates the competency metrics and Sales ops team validates the revenue and logo/wins coverage for the nominations.
1.3 The proposed nominations are presented to an internal Jury selected by UiPath India. The jury members comprise of 3 members from UiPath India Leadership team
1.4 The selected Jury members evaluate & award Winners basis justification provided for each respective award
1.5 The decision of the Jury shall be final and binding

**2.1 AWARD Categories**

The Partner Account Manager is invited to submit his/her partner nominations towards one or more of the categories along with the competency metrics as defined under each of the categories mentioned below and may be subject to change:

**Category - BPO Awards - UiPath India & South Asia**

| Hyperautomation Partner of the year 2020 |
| Best Intelligent Automation BPO Partner of the Year 2020 |
| Best Internal Transformation BPO Partner of the Year 2020 |
| Best BPO Project of the year 2020 |
| Most Innovative BPO Partner of the Year 2020 |

Scale, internal usage, and solution development- composite assessment on quantitative & qualitative contribution by Partner
Channel Partner Awards 2020 - UiPath India & South Asia

<table>
<thead>
<tr>
<th>Award</th>
<th>Criteria</th>
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<tbody>
<tr>
<td>India Emerging Partner of the year 2020</td>
<td>NN Logos acquired in a given region</td>
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<tr>
<td>India National Partner of the year 2020</td>
<td>Regional revenue</td>
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<tr>
<td>India Regional Partner of the year North</td>
<td>Key large wins/ influential logo wins</td>
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<td>India Regional Partner of the year West</td>
<td>Partner Tier</td>
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<tr>
<td>India Regional Partner of the year South 1</td>
<td>No of certified UiPath professionals</td>
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<tr>
<td>India Regional Partner of the year South 2</td>
<td>Infrastructure Engineers, Solution</td>
</tr>
<tr>
<td>Sri Lanka Partner of the year</td>
<td>Architects, Implementation Managers &amp; Business</td>
</tr>
<tr>
<td>India New Customer Acquisition Partner of the Year 2020</td>
<td>No AR and PO operations management. No delays in order processing and payments.</td>
</tr>
<tr>
<td>India - Special recognition for Excellence in Distribution Management</td>
<td>Innovative solution for Covid19</td>
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Special recognition - Automation Solution for Covid Crisis Support

2.2 Announcement

Winner announcements will be made on 28th July 2020
- Winners will be announced through a press release.
- Winners will also be informed via 1:1 formal communication over email.
- Winners will be announced online on www.uipathindia.com/partnerexcellenceawards
- Winners will be announced on any or all social media platforms

2.3 Felicitation

Winners will be felicitated for their partnership, commitment, and investment towards UiPath product and platform.
- The winner of each Award in each case will be presented with a trophy and invited to promote its Award-winning status.
- Winners would be promoted across any or all social media platforms and using a variety of media

The timelines herein are indicative and are on a best-effort basis. These timelines may be subject to change. All participants would be informed on any changes.

Disclaimer: The Awards shall be –

- The awards shall be of notional value and do not include any monetary or material benefits. Usually, awards are a Trophy and citation for partner and associated implementation partner subject to consent from the partner.
- Tier level upgrades are independent of the awards and will have no bearing for tier upgrade.
- The competency profile will be taken from the partner academy report and will be based on that.
- PR exposure for winning the award will include Press release, Digital pneumonic for website, social media posts, etc.
- Winners of each Award can use their award status in all their sales and marketing collateral.
- If an award-winning partner desires to use the UiPath awards logo, it is subject to UiPath’s Brand usage guidelines and/or as per template issued by UiPath.
- If a partner wishes to use a format different from the Brand usage guidelines or template, then such usage must be pre-approved by UiPath in writing.
- The decision of the jury shall be final and binding
1. **Limitation of liability**

UiPath is entitled to take any necessary measure in order to avoid any fraud, abuse or other actions that might affect the image of the company, this Award Program, or other participants’ rights within the Award Program.

UiPath will not be liable for any prejudice which may occur due to any of the following:

- Failure to provide the data necessary for the validation of the winners within due time.
- Failure to submit the requested media assets and or information within the submission period ending on 16th July 2020. Failure to comply with the Award Program Rules.
- Delays in the receipt of the prize, not due to UiPath or its representatives.
- Unauthorized access to participant’s UiPath account.
- Any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, regarding any equipment, system, network, line, satellite, server, camera, computer or provider utilized for the Project’s submission;
- Inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof.
- Suspended or discontinued Internet, wireless or land line phone service.
- Any injury or damage to participants or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Award Program or from downloading any materials in order to take part in the Award Program.

If, for any reason, the Award Program will not unfold as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of the submission platform, UiPath reserves the right at its sole discretion to cancel, terminate, modify or suspend the Award Program in whole or in part by providing a written notice to participants.

To the furthest extent possible under the applicable law, UiPath will not be held liable for any direct or indirect damages caused to participants as a consequence of attending the Award Program, except for the case when the damage occurred as a consequence of UiPath or UiPath’s representatives’ actions or omissions resulting from wilful misconduct or gross negligence.

**EXCLUSION.** EXCEPT FOR ANY DAMAGES ARISING OUT OF YOUR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACT, YOUR BREACH OF WARRANTY, YOUR INDEMNIFICATION OBLIGATIONS UNDER THESE RULES OR A PARTY’S BREACH OF ITS CONFIDENTIALITY OR ADVERTISING OBLIGATIONS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ONE PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST DATA OR LOST PROFITS ARISING UNDER THESE RULES (WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY) IRRESPECTIVE OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**LIMITATION.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY DAMAGES ARISING OUT OF (I) A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACT, (II) YOUR INDEMNIFICATION OBLIGATIONS, OR (III) A PARTY’S BREACH OF ITS CONFIDENTIALITY OR ADVERTISING OBLIGATIONS, THE LIABILITY OF EACH PARTY FOR ALL DAMAGES OR ALLEGED DAMAGES HEREUNDER, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, IS LIMITED TO, AND WILL NOT EXCEED THE AMOUNTS PAID BY UIPATH TO YOU UNDER THESE RULES.
2. Data protection

General information about how UiPath may collect, process and store your personal data for the Award Program and otherwise, can be found within our Privacy Policy.

For the scope of these Rules, UiPath will use the personal data you for the purposes of registering you into the Award Program, for promoting the Award Program, the winners and projects, and for managing the Award Program and prizes (the “Purpose”).

If you do not provide the necessary personal information UiPath will not be able to register you for the Award Program. Personal data UiPath may collect for the Purpose of these Rules include your name, title, image, address, work email, work telephone and ID or passport number.

You have the right to access your personal data, to have inaccurate personal data rectified, or completed if it is incomplete and, in certain circumstances, you have the rights to request the erasure of your data, to restrict processing and to object to the processing of your data. You also have the rights not to be subject to automated decision making and profiling and to file a complaint with the data protection supervisor or with competent courts.

You acknowledge and agree that, if you are confirmed as a winner of the Award Program, your name and image may be made public by UiPath for promotional purposes without any other obligations or payments.

For further information, or to make a privacy complaint, please see UiPath’s Privacy Policy, or contact UiPath via email at privacy@uipath.com.

In case your project requires personal data processing, you must collect and use such data in accordance with applicable privacy and data protection provisions and you must make sure that you have obtained all relevant consents from the data subjects or that you have anonymized personal data or used dummy data in your projects.

3. Representations, Warranties and Covenants

3.1 You make the following representations and warranties to UiPath on the date of your nomination and as of the date of transfer of the Award:

   i. These Terms and Conditions constitute a valid binding obligation, enforceable against you and your performance of the obligations contemplated by these Terms and Conditions do not and will not conflict with any agreements or any law or regulation applicable to you.

   ii. any factual information or representation provided by it your connection with the Award or as otherwise for the purposes herein is true and accurate in all material respects.

   iii. your project must: (a) be your (organization’s) original work product; (b) be developed by you with no other person or entity having any right or interest in it; and (c) not violate the intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, image and/or privacy rights, of any other person or entity; you may submit a project that includes the use of open source software or hardware, provided you comply with applicable open source licenses;

   iv. you have not received, nor have given, either directly or indirectly, through any of your employees, personnel or other representatives, any payments or incentives of any kind from, or to, any UiPath employee, personnel or other representative, in non-compliance with the applicable law, or for the purpose of the Award.

3.2 You covenant that:

   i. you shall only use the Award only in compliance with applicable law, including any anti-bribery, conflict of interest, antitrust, export, criminal, or any other regulation, ordinance or law.
ii. you shall maintain complete and accurate records of the utilization of the Award and provide proof of utilization to UiPath upon request, in a form acceptable to UiPath.

iii. you shall comply with the terms and conditions set forth herein;

iv. you shall notify UiPath in case you suspect any compliance breach, including any conflict of interest, suspected bribery or corruption.

4. Confidentiality

4.1 Definition. For the purposes of these Terms and Conditions, “Confidential Information” means the existence and terms and conditions and all business, financial, technical and other information of a Party which: (i) is marked or designated by such Party as “confidential or “proprietary” or (ii) due to its nature or the circumstances of its disclosure the Party receiving such information knows or has reason to know that it should be treated as confidential or proprietary.

4.2 Exclusions. The obligations of this section will not apply to the extent any Confidential Information: (i) is in or enters the public domain without breach of these Terms and Conditions, (ii) is lawfully received by the receiving party from a third party without restriction on disclosure or use and without breach of a nondisclosure obligation, (iii) is rightfully known by the receiving party prior to receipt from the disclosing party, or (iv) is developed by the receiving party independently of any Confidential Information originating from the disclosing party; provided, however, that the burden of proving evidence of such independent development shall rest with the Party claiming it.

4.3 Confidential Information Restrictions. Except as permitted under these Terms and Conditions, each Party agrees that (i) it will not disclose to any third party any Confidential Information disclosed to it by the other; (ii) it will not use for any purpose any Confidential Information disclosed to it by the other Party except as expressly permitted in these Terms and Conditions; and (iii) it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Unless otherwise agreed by the Parties, upon (a) the disclosing party’s request (but only if such Confidential Information is not required to exercise a right or perform an obligation under these Terms and Conditions); or, (b) in any event, termination or expiration of these Terms and Conditions, each Party will return or destroy (and certify such destruction) the Confidential Information of the other Party, and all copies thereof, in its possession, except for such Confidential Information necessary to continue exercising any rights that survive termination or expiration of these Terms and Conditions. The obligation to return or destroy all copies of Confidential Information does not extend to automatically generated copies which may still exist on servers and back-ups provided that the receiving party shall make no further use of those copies and maintain the confidentiality obligations of these Terms and Conditions with respect thereto.

4.4 Limitations. Notwithstanding the foregoing restrictions on use and disclosure of Confidential Information, each Party may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority to which it is subject, or otherwise as required by law, provided that the Party required to make such disclosure notifies the other Party and uses reasonable efforts to obtain confidential treatment of the disclosed information or a protective order before such disclosure; (ii) on a “need-to-know” basis to its legal counsel and accountants who are under an obligation of confidentiality at least as restrictive as those contained herein; or (iii) to its subcontractors on a “need to know” basis and solely for purposes of meeting its obligations under these Terms and Conditions provided that such subcontractors agree in writing to comply with confidentiality obligations and use restrictions substantially similar to those set forth herein.

4.5 Residuals. UiPath and its personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose, publish, disseminate and employ any generalized ideas, concepts, know-how, methods, techniques or skills
gained or learned during the course of performing these Terms and Conditions for any purpose, so long as the information is retained in a non-tangible form and they acquire and apply such information without disclosure of any of your Confidential Information.

4.6 **Equitable Relief.** Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of the Rules may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party may seek an action to enjoin the breaching party from any and all acts in violation of those provisions without the necessity of posting a bond, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching party may be entitled at law or in equity.

5. **Termination of the Award Program. Force majeure.**

The Award Program may cease before the end of the period indicated hereinafore in the event of force majeure, including in the event UiPath is unable, for reasons beyond its control, to ensure the proper running of the Award Program.

Force Majeure means any event that cannot be anticipated, controlled or remedied by UiPath, including UiPath's failure for reasons beyond its control and whose occurrence renders the latter unable to fulfil its obligations under the Rules.

The Award Program may be terminated before the set period is reached or may be suspended at any time under the sole discretion of UiPath, provided that such a situation is communicated to participants in advance.

6. **Appeals and litigations**

Possible complaints about the organization of the Award Program or the validation of the winners must be submitted at legal@uipath.com.

As a condition of participating in this Award Program, participants agree that:

(i) any and all disputes and causes of action arising out of or connected with this Award Program, or any prizes awarded, shall be resolved amicably.

(ii) in case the parties do not reach a settlement in 60 days the parties consent to personal jurisdiction in, and the exclusive venue of, the courts situated in Amsterdam, The Netherlands, provided however, UiPath will have the right to pursue claims against participants in any other jurisdiction worldwide to enforce its rights under these Rules. The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

7. **GENERAL**

7.1 **No Partnership.** Nothing in the Rules 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.

7.2 **No Third-Party Beneficiaries.** Unless otherwise expressly provided herein, no provisions of the Rules are intended or shall be construed to confer upon or give to any person or entity other than you and UiPath any rights, remedies or other benefits under or by reason of the Rules.

7.3 **Notices.** Any notice given under the Rules 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 You: at your email address stated in the nomination forms.

7.4 **Feedback.** You acknowledge that if you provide any suggestions or feedback to UiPath, you do 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.

7.5 **Assignment.** Neither party may assign the Rules without the other party's prior written consent, except upon written notice of a change of control from UiPath.
7.6 **Export.** Each party will comply fully with all relevant export laws and regulations of the United States, the European Union, and any other country with respect to any use or export of any of the Products and the Confidential Information.

7.7 **Modification.** Any waiver, amendment, or other modification of any provision of the Rules will be effective only if in writing and signed by the Parties.

7.8 **Severability and Waiver.** Should any term or provision of the Rules be declared void or unenforceable by any court of competent jurisdiction, such declaration will have no effect on the remainder of the Rules. The failure of either party to enforce any rights granted to it hereunder or to act against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

7.9 **Force Majeure.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of the Rules if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties, including but not limited to acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

7.10 **Entire Agreement.** The Rules (including all applicable Exhibits, Schedules, addenda, amendments, or any other similar documents), constitutes the entire agreement between the parties with respect to the subject matter of the Rules and supersedes any prior written or oral agreement between them with respect to such subject matter. Any amendments to the Rules may only be made in writing and become effective when signed by both parties.

7.11 **Code of Conduct.** By accepting the Rules, you agree to comply with the Organizer’s Business Code of Conduct as published on [www.uipath.com](http://www.uipath.com) and updated from time to time.

7.12 **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 the Rules. 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](mailto:legal@uipath.com)

7.13 **Privacy.** During the performance of the Rules each party may collect, store, and use several categories of personal data, including name, telephone number, e-mail address, and job title related to the other party’s representatives or employees. Both parties are data controllers for this data and shall process it in accordance with the General Data Protection Regulation (EU) 2016/679 and other applicable laws.

7.14 **Survival.** The parties agree that the following Sections will survive the termination of the Rules: Representations, Warranties and Covenants, Confidentiality, Indemnification, Limitation of Liability, Termination, General.

7.15 Unassigned prizes will remain the property of UiPath who may dispose of them freely in such manner as it deems necessary or appropriate to its interests.

7.16 Award Program participants are not subject to any direct or indirect additional expenses, except for the normal Award Program spending.