



STATEMENT OF WORK NO. Q-937043V.1

BILL TO:
REGISTRU CENTRAS VI
Studentų g. 39
Vilnius
LT-08106
Lithuania

SHIP TO:
REGISTRU CENTRAS VI
Studentų g. 39
Vilnius
LT-08106
Lithuania

1 General Terms and Conditions

1.1 Governance

This statement of work ("**SOW**") is entered into between UiPath SRL ("**UiPath**") and the customer signing this SOW ("**Customer**") and is subject to the negotiated agreement in force between the parties ("**Existing Terms**"). If there are no Existing Terms covering the provision of services rendered hereunder ("**Services**"), this SOW is subject to the Master Software and Services Agreement located at https://www.uipath.com/hubfs/legalspot/UiPath_MSSA.pdf or successor website ("**MSSA**"). For the purpose of this SOW, the Existing Terms or the MSSA, as applicable, shall be referred to as the ("**Agreement**").

1.2 Responsibilities

UiPath is responsible for performing the services described in Section 3 of this SOW ("**Services**") in accordance with the terms of this SOW and any annexes therein. If Customer requests additional services, the parties may mutually agree to amend this SOW through a SOW Change Order Form as per the provision set in section 1.5.

For all Time and Materials Services as listed in Section 2 of this SOW, UiPath will deliver on a monthly basis the professional services delivery time expense report. Customer shall have five (5) business days from receipt of such report to raise any objections to UiPath. If the Customer does not respond within such five (5) day period, the Services shall be deemed to be completed. If the Customer indicates to UiPath a noncompletion of the Services, the parties will promptly meet and will collaborate in good faith to resolve the issues.

Customer's Responsibilities are listed below:

- Represents and warrants that UiPath's access to and use of any materials, files, licenses, software, or hardware provided by the Customer to UiPath, for the purpose of delivering the Services and any potential deliverables, will not breach any third-party agreements or infringe the rights of any third parties.
- Services shall be delivered using dummy data. In the event Services cannot be performed without use of Personal Data (as defined in the Agreement), Customer will notify UiPath in advance and UiPath will process Personal Data in accordance with the data processing agreement ("**DPA**") or business associate agreement ("**BAA**") as applicable executed by the parties for Services, or, in lack of it, as per the DPA or BAA available on the Trust Portal.
- Use the deliverables provided by UiPath only in conjunction with the Technology (as defined in the Agreement).

UiPath's Responsibilities are listed below:

- Shall be responsible for performing the Services described in this SOW and shall make commercially reasonable efforts to complete the Services in accordance with the schedule of estimated delivery or work through the Change Management Process, as defined below in section 1.5, to add additional time if needed.
- Has no obligation to perform Services on any UiPath-observed holiday in the location where Services shall be performed or more than 8h per day.

1.3 Assumptions

- Services start dates will be dependent upon the availability of qualified resources and will be negotiated between Customer and UiPath and are best estimates. Notwithstanding the terms of this SOW, any work performed by UiPath

- Infrastructure is set up, access is granted for developers and service accounts, and test data is provided before the start of the engagement.
- Customer agrees that UiPath may deliver Services using UiPath group entities (as detailed on the Trust Portal) and/or contractors. A list of contractors used to deliver Services under this SOW shall be made available, upon Customer request, unless inserted below in Section 3 (Description of Services).
- UiPath is not registered as a staffing agency, temp agency, employment agency, recruitment agency or other similar bodies. The Services provided under this Agreement are not specific and do not fall under the functions or operations of such agencies/bodies. Nothing in this Agreement shall be construed to imply or establish UiPath operating in the capacity of such agencies/bodies.
- Notwithstanding anything in the contrary in the Existing Terms, UiPath does not provide any work made for hire under this SOW, retains all IP Rights of ownership over the deliverables created under this SOW, if any, and grants Customer, upon payment of the associated Services Fees, a non-exclusive, non-sublicensable, worldwide license to use such deliverables solely for Customer and its Affiliates internal business purposes during the term of the Existing Terms.

1.4 Payment

N/A

1.5 Change management Process

In case of any changes to the agreed Services, including increasing or decreasing the scope of Services, resources, or substitution of a part or all of the Services for other services, the Parties shall collaborate to adjust Services schedules, Fees and deploy resources accordingly ("Change Management Process"). Any such changes shall be reflected in a SOW Change Order Form executed by both parties.

1.5.1 Process

UiPath has overall responsibility for the Change Management Process. When a change is requested, UiPath shall:

- Document a SOW Change Order Form the scope of work and associated Fees of the requested change.
- If the requested change requires significant analysis to determine the scope of work and associated Fees, additional Fees may be needed to perform such analysis. UiPath will notify the Customer and obtain Customer approval prior to proceeding.
- All work as documented in the Change Management Process shall be agreed to by both parties before the work is performed.

1.6 Term

This SOW will commence as of the date the last Party signs this SOW ("**Effective Date**") and will continue until the earliest of the following: (i) the elapse of 24 months from the signing date of this SOW, unless extended via a written agreement between the parties, (ii) the date on which the Services have been performed and all fees therefor have been paid in full, or (iii) the date on which the Service Credits redemption period expires.

1.7 Points of Contact

UiPath SRL

Name:
Title: V
Email: maria.groza@ui-path.com
Phone:

Customer: REGISTRU CENTRAS VI

Name: Kerstin.Castryter@centrasvi.com
Title:
Email:
Phone:

1.8 General

This SOW together with the Agreement (i) is the complete and exclusive agreement between the parties with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described herein; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party. In case of any inconsistencies between the terms of the SOW and the terms of the Agreement, the terms of this SOW shall prevail.

Each party agrees that the electronic signatures, whether digital or accepted, of the parties included in this SOW are intended to

Signatures

UiPath SRL

REGISTRU CENTRAS VI

4 Vasile Alecsandri Str. and 11 Daniel Constantin Str.
Building A, floors 5 and 6
District 1, Bucharest, Romania

Studentų g. 39
Vilnius
LT-08106
Lithuania

By
Title
Date
Signature

By
Title
Date
Signature



2 Pricing Schedule

Refer to section 1.4 for a definition of milestone payment types.

2.1 Service Fees Summary

Svc No.		Service Type	Standard Fees (EUR)	Overall Discount (EUR)	Overall Cost (EUR)	Estimated Travel & Expenses (EUR)
	Staff Aug					
1	- See Section 3.1	Time and Materials	€5,596.80	€5,596.80	€0	€0
Total			€5,596.80	€5,596.80	€0	€0

Note: UiPath may issue a SOW Change Order Form with additional fees in the event that delayed Customer dependencies impact UiPath's ability to perform its obligations in a timely manner.

If travel is requested during this engagement and mutually agreed upon then a Project Change Request will be issued with the estimated cost of travel. The CUSTOMER will only be invoiced for actual travel costs.

2.1.1 Service Delivery Location

The location of delivery resources is shown in the milestone tables below.

In the following milestone tables, the following applies to the location of the services delivery:

- Working hours for Romania based resources are 6:00 am to 2:00 pm EST.

2.2 Service #1 – Staff Aug Fees Table

Role (LOE)	Hours	Location	Fee Type	Standard Bill Rate (EUR)	Discount Percentage (%)	Discounted Bill Rate (EUR)	Standard Fees (EUR)	Overall Discount (EUR)	Overall Cost (EUR)
Test Automation Developer	40	Romania	Pre-Paid	€139.92	100%	€0	€5,596.80	€5,596.80	€0
	40						€5,596.80	€5,596.80	€0
Travel & Expenses									€0
Total							€5,596.80		€0

3 Service Schedule

This offer will expire on 11/8/25.

3.1 Service #1 Description – Staff Aug

3.1.1. Services Overview

Staff Augmentation services are designed to provide short-term or long-term support to ensure the success of your RPA journey. Your RPA Staff Aug resources are meant to become a part of your team to provide RPA expertise, advice, and hands-on skills as needed.

UiPath will work with CUSTOMER to deliver this engagement over a one (1) week time period as noted in section 2 Scope of Services.

3.1.2. Scope of Services – Staff Aug

UiPath provide RPA Staff Augmentation resources to assist CUSTOMER with the following activities:

- Provide guidance and recommendation for process design and process development best practices.
- Assist with development efforts, as needed and provide guidance.
- Finalize UiPath Test Suite (On premise), UiPath Test Manager Connect (OnPrem) and Jira integration
- Providing knowledge transfer and insight to CUSTOMER Team/staff

3.1.3. Deliverables – Staff Aug

N/A

3.1.4. Roles and Skills – Staff Aug

The following is a list of Roles and Responsibilities for this service:

Role	Skills
Test Automation Developer	Development assistance Best practices mentoring Test suite setup assistance Process development, deployment and testing support Post-install support (HyperCare)