

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered on the date the last Party signs by and between:

- (i) Tamil Nadu Skill Development Corporation, the nodal agency for skill development in Tamil Nadu, functioning as a Corporation under the Labour and Employment Department, Government of Tamil Nadu since 2013, having its office at Integrated Employment Offices Campus (1st Floor), Thiru. Vi. Ka Industrial Estate, Guindy, Chennai, Tamil Nadu - 600032 (hereinafter referred to as "TNSDC").
- (ii) **UiPath Robotic Process Automation India Private Limited**, having its office at 7th floor, Prestige Trade Tower, 46, Palace Road, Sampangi Rama Nagar, Bangalore, Bangalore, Karnataka, India, 560001 (hereinafter referred to as "**UiPath**").

UiPath and TNSDC are referred to individually as a "Party" and collectively as "Parties". Both Parties have reached the following intent.

1. BACKGROUND:

1.1 TNSDC Background

TNSDC was formed with an objective to provide demand-based and industry-relevant skills to the youth to enhance their employability and transform the State into the skill hub of India. TNSDC is the nodal agency for the skill development related activities in the state and it aims to converge the activities of various stakeholders including industries, industrial associations, training partners, sector skill councils, assessment agencies apart from various other State and Central Government bodies. TNSDC strives to ensure placement-oriented quality skill training by empanelling private and Government training partners.

1.2 UiPath Background

UiPath is an enterprise software company which (i) has created a software platform for robotic process automation ("RPA"), (ii) designs and develops RPA instructional courses, learning programs and curricula for use by, among others, customers, business partners, educators, students and business professionals, and (iii) partners with academic institutions as well as the public and private sector in order to craft the global RPA knowledge ecosystem.

1.3 The Parties recognise the capabilities and resources of each Party and wish to explore and assess the feasibility of collaborating with each other on the Project (as defined in Section 3).

2. OBJECTIVE

The objective of this MOU is to describe the Parties' current understanding regarding their potential cooperation and collaboration on the Project and to facilitate further discussions related thereto, including by:

- (a) Enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the objectives of each Party in relation to the Project, and the corresponding capabilities of each Party to support the achievement of such objectives; and

(b) Setting out the possible framework, working relationships, structure, implementation, and future commitments of the Parties in relation to the Project.

3. THE PROJECT

The following project is referred to in this MOU as the "Project".

Upskill over 16000 students and 350+ faculties on Robotic process automation. Enable the tech students to build automations as part of their curriculum through UiPath Platforms like UiPath Academy, UiPath Community & UiPath Forum.

S. No	Name of the Program	Objectives
1	Robotic Process Automation	<ul style="list-style-type: none"> ❖ Duration: 7-8 Weeks (60 Hrs) ❖ Mode: Hybrid (Live & Self-Paced learning on UiPath Academy) ❖ Total students to be trained: 16321 ❖ Eligibility: B.Tech, BCA & B.Sc ❖ Internship Support : Yes ❖ Placement: No ❖ Faculty Training: Yes (2 days) ❖ Other details <ul style="list-style-type: none"> ✓ Mentor Session ✓ Hands on workshop, etc

4. ROLES AND RESPONSIBILITIES

4.1 Responsibilities of UiPath and/or its program sponsors/partners:

- A. **Single Point of Contact:** UiPath will nominate one of its team members as the single point of contact for all interactions with the TNSDC.
- B. **Program Awareness Campaign:** UiPath will conduct orientation /awareness sessions for TNSDC and/or its constituents/references and their leadership, learners, and educators, at a mutually agreed schedule, to onboard them onto the program(s).
- C. **Program materials:** UiPath will share all required program materials with the TNSDC and/or its associated learner communities as required. All sharing will be online and/or through electronic media.
- D. **Face to face, instructor led sessions:** Face to face ILT sessions, wherever required at the sole discretion of UiPath, will be organized on campus or elsewhere and will be delivered by UiPath and/or its partner organizations' trainers to program beneficiaries.
- E. **Online instructor led sessions:** These sessions may take the form of webinars or mentoring workshops or technology bootcamps or innovation camps or career readiness workshops that will seek to assist learners in their career goals. These programs will be organized regularly as per a regular calendar, published online, and will be conducted by UiPath team members or program sponsors or external stakeholders as appropriate and as identified by UiPath.
- F. **Interaction with Industry experts:** UiPath will bring industry experts, online or face-to-face, to drive engagements with learners at TNSDC member institutions and/or learner communities, through seminars/webinars or project mentorship.
- G. **Online platform availability:** Online platforms for each of the programs of interest to the TNSDC, and/or its member institutions or entities, will be made available to it. Links for these platforms will be

made available to the beneficiaries in a timely manner.

- H. **Assessments:** UiPath will conduct assessments, as required, for its programs prior to certification by UiPath and/or its industry partners and/or participating government agencies.
- I. **For programs with career paths:** UiPath will provide linkages with local and regional industry, government, and the local start-up ecosystem (incubators etc.) that will help learners with gainful employment and/or entrepreneurial opportunities. Interactions will be encouraged in terms of classrooms sessions, workshops, internship opportunities, career opportunities and entrepreneurship opportunities.
- J. **No fees:** All UiPath programs are offered free to cost to beneficiaries.
- K. **Updates:** UiPath will keep TNSDC management updated with the progress of the program(s)

4.2 Responsibilities of TNSDC and/or its learner communities:

- A. **Single Point of Contact:** TNSDC will nominate one of its team members as the single point of contact for all interactions with UiPath.
- B. **Introduction to member institutions and/or learner communities:** TNSDC will introduce its member institutions and/or learners to UiPath and its programs so that they could benefit from free participation in these programs. TNSDC will help mobilize institutes and students / teachers in its program
- C. **Support with orientation sessions:** TNSDC and/or its learner communities/institutions will help UiPath conduct orientation sessions for all stakeholders by issuing necessary circulars and ensuring participation of institutes
- D. **Publication of program calendars and goals:** TNSDC member learner communities/institutions will publish, on a quarterly basis, a program calendar for all its participants in consultation with UiPath.
- E. **Support with computers labs and classrooms:** Participating TNSDC member learner communities/institutions will make their labs available to learners. They will make classrooms and/or audio-visual equipment available for face-to-face sessions, whenever required.
- F. **Support with attendance:** TNSDC member learner communities/institutions will ensure that program participants enthusiastically participate in chosen programs, with minimum attendance as agreed between the Parties.
- G. **Support with assessments:** TNSDC member learner communities/institutions will ensure that assessments carried onsite, wherever required, are proctored and professionally managed in coordination UiPath
- H. **Reimbursement:** TNSDC will reimburse the cost (Air Travel & Accommodation) for all the industry experts (identified by UiPath) travelling for in-person faculty development programs

5. CHANGES IN SCOPE

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed in writing and the rights, responsibilities, and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions as per the need.

6. USE OF BRANDING, LOGOS, TRADEMARKS

Both parties shall use the trademarks, logos, trade names, services marks, or other proprietary marks of the other Party to this MOU in any advertising, press releases, publicity matters, or other promotional

materials with prior approval of the other Party. The parties agree and recognize that the right to use the same in no manner amounts to any assignment or transfer of ownership of the trademarks, logos, trade names, services marks, or other proprietary marks. The parties further agree that the use of the Intellectual Property will not extend beyond the scope of the present MOU.

7. TERM OF MOU AND TERMINATION

The term of this MOU is one year from the Effective Date (the "initial term") and the Agreement shall automatically renew for subsequent one (1) year terms (each a "renewal term") thereafter, unless terminated by either party by giving the other party a written notice of at least 3 months.

8. TERMS

8.1 Costs and Expenses

Both Parties shall be responsible for meeting their own expenses in connection with all matters related to MOU.

8.2 Assignment

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior written approval of other party.

8.3 Amendments

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

8.4 Non-Exclusive Discussions

The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter or consummate transactions like the Areas of Collaboration with other parties in India or elsewhere.

8.5 Confidentiality and Public Announcement:

"Confidential Information" means and implies any or all information, which includes but is not limited to the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programmes, hard copy, soft copy or any human readable form, drawings or other instruments). This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.

Either Party may use the other Party's logo on its website with a link to the Other Party's website on execution of this MOU.

Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public

announcement so made, shall be as per a mutually agreed format.

8.6 License and Intellectual Property Rights

No license or sub-license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing. TNSDC will not be responsible for any breach of Intellectual Property of UiPath. Similarly, UiPath will not be responsible for any breach of Intellectual Property of TNSDC.

8.7 Conflict of Interest

Neither of the parties believe that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered in connection herewith) are independent of any past, present, or potential future arrangements, and are not connected to an existing business relationship between either of the parties.

9. DISPUTE SETTLEMENT

This MOU shall be governed by and construed in accordance with the laws of Republic of India. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of India, without reference to conflict of laws principles.

All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English and the seat of arbitration will be New Delhi.

Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail or over official email, to the Parties at the address specified below:

If to UiPath:

Attention of: UiPath Legal

Address: 7th floor, Prestige Trade Tower, 46, Palace Road, Sampangi Rama Nagar, Bangalore, Bangalore, Karnataka, India, 560001

Email: contractnotice@uipath.com


If to the TNSDC:

Attention of: **Tmt. J. Innocent Divya, MD, TNSDC**

Address: 1st Floor, Employment Office, Alandur Rd, Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600 032

Email: md@tnsdc.in

For and on behalf of

Tamil Nadu Skill Development Corporation	UiPath Robotic Process Automation India Private Limited
By: 	By: DocuSigned by: <i>Harish Gambhir</i> 9BA1216228A4491...
Name: Tmt. J. Innocent Divya	Name: Harish Gambhir
Title: Managing Director	Title: vp Legal - India & APAC