



**General Services Administration  
Federal Acquisition Service  
Authorized Federal Supply Schedule (FSS) Price List**

*Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>.*

**Multiple Award Schedule (MAS)  
FSC Group: Professional Services and Information  
Technology Categories  
FSC Classes: 7A21, DA01, and R408**

**Veritiss, LLC**  
1897 Preston White Drive, Suite 200  
Reston, VA 20191  
Telephone: (703) 391-9270  
Fax: (703) 391-9273  
[www.veritiss.com](http://www.veritiss.com)

Contract Administrator: Jonathan Sholtis, [jonathan.sholtis@veritiss.com](mailto:jonathan.sholtis@veritiss.com)

**Contract Number: GS-10F-0333Y**

**Contract Period: June 4, 2012 – June 3, 2027**

**Business Size: Woman (WOSB) and Service-Disabled Veteran Owned (SDVOSB) Small Disadvantaged Business (SDB)**

**Pricelist current through modification #PS-0061 effective February 16, 2024**

Prices shown herein are NET (discount deducted).

*For more information on ordering go to the following website: <https://www.gsa.gov/schedules>*



# TABLE OF CONTENTS

CUSTOMER INFORMATION .....	1
CONTRACT OVERVIEW .....	3
CONTRACT ADMINISTRATOR.....	3
BRIEF COMPANY OVERVIEW .....	3
CONTRACT USE .....	3
CONTRACT SCOPE .....	3
SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS .....	3
INSTRUCTIONS FOR PLACING ORDERS FOR SERVICES BASED ON GSA SCHEDULE HOURLY RATES.....	4
BLANKET PURCHASE AGREEMENT .....	5
GSA SOFTWARE LICENSE PRICELIST SIN 511210 / 511210 RC / 511210 STLOC .....	6
UIPATH SOFTWARE LICENSE AGREEMENT AND ADDITIONAL TERMS .....	12
LABOR CATEGORY DESCRIPTIONS .....	17
GSA PRICING FOR SERVICES .....	20

## CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers (SINs):

Please refer to GSA eLibrary ([www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov)) for detailed SIN descriptions

SIN	Recovery	SIN Title
511210	511210 RC 511210 STLOC	Software Licenses
541611	541611 RC	Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services
OLM	OLM RC OLM STLOC	Order-Level Materials (OLM)

1b. Lowest Priced Model Number and Lowest Price: Please refer to our rates on [pages #6-11](#) and [page #20](#)

1c. Labor Category Descriptions: Please refer to [pages #17-19](#)

2. Maximum Order:

SIN 511210: \$ 500,000  
SIN 541611: \$ 1,000,000  
SIN OLM: \$ 250,000

*NOTE: Agencies may place, and Contractor may honor, orders exceeding this limit in accordance with FAR 8.404*

3. Minimum Order: \$ 100.00

4. Geographic Coverage:

SIN 511210: Domestic and overseas  
SIN 541611: Domestic delivery only

5. Point of Production: United States

6. Discount from List Price: Government net prices (discounts already deducted)

7. Quantity Discounts: None offered

8. Prompt Payment Terms: Net 30 days  
*Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions*

9. Foreign Items: None

10a. Time of Delivery:

SIN 511210: 30 days ARO  
SIN 541611: As negotiated at the task or delivery order level

10b. Expedited Delivery: Items available for expedited delivery are noted in this price list. Contact Contractor for more information.

10c. Overnight and Two-Day Delivery: Ordering activity may contact Contractor to inquire about overnight and two-day delivery.

10d. Urgent Requirement: Ordering agencies can request accelerated delivery for urgent requirements.

11. F.O.B. Point(s): Destination

- 12a. Ordering Address: Veritiss, LLC  
Attn: GSA Orders  
1897 Preston White Drive, Suite 200  
Reston, VA 20191
- 12b. Ordering Procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment Address: Veritiss, LLC  
Attn: Accounts Receivable  
1897 Preston White Drive, Suite 200  
Reston, VA 20191
14. Warranty Provision: Please refer to Software License Agreement and Supplemental Terms starting on [page #12](#)
15. Export Packing Charges: Not applicable
16. Terms and conditions of rental, maintenance, and repair (if applicable): Please refer to Software License Agreement and Supplemental Terms starting on [page #12](#)
17. Terms and conditions of installation (if applicable): Not applicable
- 18a. Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices (if applicable): Not applicable
- 18b. Terms and conditions for any other services (if applicable): Not applicable
19. List of service and distribution points (if applicable): Not applicable
20. List of participating dealers (if applicable): Not applicable
21. Preventative maintenance (if applicable) Not applicable
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.): Not applicable
- 22b. Section 508 compliance information is available on Information and Communication Technology (ICT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The ICT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/)  
Download the UiPath 508 compliance document here: <https://docs.uipath.com/overview/other/latest/overview/uipath-product-accessibility-compliance>
23. Unique Entity Identifier (UEI) number: MSEEP5JRLN4
24. Veritiss, LLC *is* registered and active in the System for Award Management (SAM).

## **CONTRACT OVERVIEW**

GSA awarded Veritiss, LLC Multiple Award Schedule (MAS) contract GS-10F-0333Y. The current contract period is June 4, 2012-June 3, 2027. GSA may exercise one additional five-year option period. The contract's ultimate end date is June 3, 2032. The contract allows for the placement of Firm Fixed Price or Time and Materials task orders using the labor categories and ceiling rates defined in the contract.

## **CONTRACT ADMINISTRATOR**

Jonathan Sholtis  
Veritiss, LLC  
1897 Preston White Drive, Suite 200  
Reston, VA 20191  
Telephone: 724-880-1401  
Fax Number: 703-391-9273  
Email: [jonathan.sholtis@veritiss.com](mailto:jonathan.sholtis@veritiss.com)

## **BRIEF COMPANY OVERVIEW**

Veritiss, LLC is a mission-focused professional services firm operating in the National Capitol Region since 2004. Veritiss provides management consulting, data analysis, and advisory services to federal government agencies and commercial organizations. Veritiss is a small, woman owned, service-disabled veteran small business. Our team is comprised of former senior military officers, government executives and corporate officers with extensive experience in federal defense and civilian agencies, and commercial business markets.

## **CONTRACT USE**

This contract is available for use by all federal government agencies. Executive agencies, other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply may use this contract. Additionally, contractors are encouraged to accept orders received from activities within the Executive Branch of the Federal Government.

## **CONTRACT SCOPE**

The contractor shall provide all resources including personnel, management, supplies, services, materials, equipment, facilities, and transportation necessary to provide a wide range of professional services as specified in each task order.

Services specified in a task order may be performed at the contractor's facilities or the ordering agencies' facilities. The government will determine the contractor's compensation by any of several different methods (to be specified at the task order level) e.g., a firm-fixed price for services with or without incentives, labor hours or time-and-material.

## **SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS**

The Special Item Numbers (SINs) available under this contract provide services across the full life cycle of a project. When task orders are placed, they must identify the SIN or SINs under which the task is being executed. Veritiss, LLC has been awarded a contract by GSA to provide services under the following SINs:

- 511210 / Software Licenses
- 541611 / Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services
- OLM / Order Level Materials

Please refer to GSA eLibrary ([www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov)) for detailed SIN descriptions.

## INSTRUCTIONS FOR PLACING ORDERS FOR SERVICES BASED ON GSA SCHEDULE HOURLY RATES

GSA provides a streamlined, efficient process for ordering the services you need. GSA has already determined that Veritiss, LLC meets the technical requirements and that our prices offered are fair and reasonable. Agencies may use written orders, facsimile orders, credit card orders, blanket purchase agreement orders, or individual purchase orders under this contract.

If it is determined that your agency needs an outside source to provide MAS services, follow these simple steps:

Orders under the Micro-Purchase Threshold
<ul style="list-style-type: none"> <li>Select the contractor best suited for your needs and place the order.</li> </ul>
Orders in-between the Micro-Purchase Threshold and the Simplified Acquisition Threshold
<ul style="list-style-type: none"> <li>Prepare a SOW or Performance Work Statement (PWS) in accordance with FAR 8.405-2(b).</li> <li>Prepare and send the RFQ (including SOW and evaluation criteria) to at least <b>three</b> GSA Schedule contractors.</li> <li>Evaluate, then make a "Best Value" determination.</li> </ul> <p><b>Note:</b> The ordering activity should request GSA Schedule contractors to submit firm-fixed prices to perform the services identified in the SOW.</p>
Orders over the Simplified Acquisition Threshold
<ul style="list-style-type: none"> <li>Prepare the RFQ (including the SOW and evaluation criteria) and post on eBay to afford all Schedule contractors the opportunity to respond or provide the RFQ to as many Schedule contractors as practicable, consistent with market research, to reasonably ensure that quotes are received from at least <b>three</b> contractors.</li> <li>Seek price reductions.</li> <li>Evaluate all responses and place the order or establish the BPA with the GSA Schedule contractor that represents the best value (refer to FAR 8.405-2(d)).</li> </ul> <p><b>Note:</b> The ordering activity should request GSA Schedule contractors to submit firm-fixed prices to perform the services identified in the SOW.</p>

Developing a Statement of Work (SOW)	Preparing a Request for Quote (RFQ)
<p>In the SOW, include the following information:</p> <ul style="list-style-type: none"> <li>Work to be performed,</li> <li>Location of work,</li> <li>Period of performance,</li> <li>Deliverable schedule, and</li> <li>Special standards and any special requirements, where applicable.</li> </ul>	<ul style="list-style-type: none"> <li>Include the SOW and evaluation criteria.</li> <li>Request fixed price, ceiling price, or, if not possible, labor hour or time and materials order.</li> <li>If preferred, request a performance plan from contractors and information on past experience and include information on the basis for selection.</li> <li>May be posted on GSA's electronic RFQ system, eBay.</li> </ul>

For more information related to ordering services, go to <http://www.gsa.gov/schedules-ordering> and see guidelines in the Multiple Award Schedule (MAS) Desk Reference Guide.

## BLANKET PURCHASE AGREEMENT

Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider:

- The scope and complexity of the requirement(s);
- The need to periodically compare multiple technical approaches or prices;
- The administrative costs of BPAs; and
- The technical qualifications of the schedule contractor(s).

Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in 8.405-1 or 8.405-2. BPAs shall address the frequency of ordering, invoicing, discounts, requirements (*e.g.* estimated quantities, work to be performed), delivery locations, and time.

When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.

Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

Ordering from BPAs:

Single BPA. If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.

Multiple BPAs. If the ordering activity establishes multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall:

- Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
- Evaluate the responses received, make a best value determination (see 8.404(d)), and place the order with the BPA holder that represents the best value.

BPAs for hourly rate services. If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.

Duration of BPAs. BPAs generally should not exceed five years in length but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance.

Review of BPAs:

The ordering activity that established the BPA shall review it at least once a year to determine whether:

- The schedule contract, upon which the BPA was established, is still in effect;
- The BPA still represents the best value (see 8.404(d)); and
- Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The ordering activity shall document the results of its review.

**GSA SOFTWARE LICENSE PRICELIST  
SIN 511210 / 511210 RC / 511210 STLOC**

<b>Manufacturer</b>	<b>Part Number</b>	<b>Product Description</b>	<b>GSA Price</b>
UIPath	REDPMIPSM00-611	Term Software - UiPath - High-Availability Add-On for Orchestrator (12-month term)	\$ 17,639.09
UIPath	REDPMIPSM02-611	Term Software - UiPath - High-Availability Add-On for Orchestrator – Non-Production (12-month term)	\$ 3,527.82
UIPath	UIAYCE25001-611	Term Software - UiPath - Hyper Automation Bundle - 250 Users (12-month term)	\$ 587,969.77
UIPath	UIAYCE25002-611	Term Software - UiPath - Cloud Hyper Automation Bundle - 250 Users (12-month term)	\$ 789,924.43
UIPath	UIAYCE25003-611	Term Software - UiPath - Flex - Hyper Automation Bundle - 250 Users (12-month term)	\$ 789,924.43
UIPath	UIAYCE25004	Term Software - UiPath - Flex - Business Automation Platform - 250 Users (12-month term)	\$ 888,664.99
UIPath	UIAYCE50001-611	Term Software - UiPath - Hyper Automation Bundle - 500 Users (12-month term)	\$ 979,949.62
UIPath	UIAYCE50002-611	Term Software - UiPath - Cloud Hyper Automation Bundle - 500 Users (12-month term)	\$ 1,332,997.48
UIPath	UIAYCE50003-611	Term Software - UiPath - Flex - Hyper Automation Bundle - 500 Users (12-month term)	\$ 1,332,997.48
UIPath	UIAYCE50004	Term Software - UiPath - Flex - Business Automation Platform - 500 Users (12-month term)	\$ 1,481,108.31
UIPath	UICPACMU000-611	Term Software - UiPath - Action Center - Multiuser (12-month term)	\$ 862.36
UIPath	UICPACNU000-611	Term Software - UiPath - Action Center - Named User (12-month term)	\$ 431.18
UIPath	UICPADM0000-611	Term Software - UiPath - Automation Developer - Multiuser (12-month term)	\$ 6,714.36
UIPath	UICPADNU000-611	Term Software - UiPath - Automation Developer - Named User (12-month term)	\$ 3,357.18
UIPath	UICPAIR00000-611	Term Software - UiPath - AI Robot (12-month term)	\$ 8,819.55
UIPath	UICPAIRP0000-611	Term Software - UiPath - AI Robot Pro (12-month term)	\$ 13,719.29
UIPath	UICPAMU0000-611	Term Software - UiPath - Attended - Multiuser (12-month term)	\$ 2,351.88
UIPath	UICPANU0000-611	Term Software - UiPath - Attended - Named User (12-month term)	\$ 1,175.94
UIPath	UICPATSP000-611	Term Software - UiPath - App Testing Starter Pack (12-month term)	\$ 10,861.46
UIPath	UICPATSPC00-611	Term Software - UiPath - App Testing Starter Pack - Cloud (12-month term)	\$ 10,861.46
UIPath	UICPCADM000-611	Term Software - UiPath - Cloud Automation Developer - Multiuser (12-month term)	\$ 8,689.17
UIPath	UICPCADNU00-611	Term Software - UiPath - Cloud Automation Developer - Named User (12-month term)	\$ 4,344.58
UIPath	UICCAH0000-611	Term Software - UiPath - Cloud Automation Hub - Standard (12-month term)	\$ 8,819.55



Manufacturer	Part Number	Product Description	GSA Price
UIPath	UICPCAIR0000-611	Term Software - UiPath - Cloud - AI Robot (12-month term)	\$ 10,779.45
UIPath	UICPCAIRP000-611	Term Software - UiPath - Cloud - AI Robot Pro (12-month term)	\$ 22,538.84
UIPath	UICPCDMU000-611	Term Software - UiPath - Citizen Developer - Multiuser (12-month term)	\$ 3,919.80
UIPath	UICPCDNU000-611	Term Software - UiPath - Citizen Developer - Named User (12-month term)	\$ 1,959.90
UIPath	UICPCDUPB00-611	Term Software - UiPath - Cloud Document Understanding Page Bundle (12-month term)	\$ 7,839.60
UIPath	UICPCDUPB10-611	Term Software - UiPath - Cloud Document Understanding Page Bundle - 10M (12-month term)	\$ 979,949.62
UIPath	UICPCDUPB1M-611	Term Software - UiPath - Cloud Document Understanding Page Bundle - 1M (12-month term)	\$ 146,992.44
UIPath	UICPCDUPB40-611	Term Software - UiPath - Cloud Document Understanding Page Bundle - 40K (12-month term)	\$ 7,839.60
UIPath	UICPCI00000-611	Term Software - UiPath - Cloud Insights (12-month term)	\$ 14,811.08
UIPath	UICPCI50DUA-611	Term Software - UiPath - Cloud Insights - 50 Designer Users Add-on (12-month term)	\$ 8,886.65
UIPath	UICPCOACM00-611	Term Software - UiPath - Cloud Orchestrated Action Center - Multiuser (12-month term)	\$ 862.36
UIPath	UICPCOACNU0-611	Term Software - UiPath - Cloud Orchestrated Action Center - Named User (12-month term)	\$ 431.18
UIPath	UICPCOAM000-611	Term Software - UiPath - Cloud Orchestrated Attended - Multiuser (12-month term)	\$ 3,159.70
UIPath	UICPCOANU02-611	Term Software - UiPath - Cloud Orchestrated Attended - Named User (12-month term)	\$ 1,579.85
UIPath	UICPCOCDM00-611	Term Software - UiPath - Cloud Orchestrated Citizen Developer - Multiuser (12-month term)	\$ 5,095.74
UIPath	UICPCOCDNU0-611	Term Software - UiPath - Cloud Orchestrated Citizen Developer - Named User (12-month term)	\$ 2,547.87
UIPath	UICPCOPDNU0-611	Term Software - UiPath - Cloud Orchestrated Process Mining Developer - Named User (12-month term)	\$ 6,369.67
UIPath	UICPCORDNU0-611	Term Software - UiPath - Cloud Orchestrated RPA Developer - Named User (12-month term)	\$ 4,344.58
UIPath	UICPCORPADM-611	Term Software - UiPath - Cloud Orchestrated RPA Developer - Multiuser (12-month term)	\$ 8,689.17
UIPath	UICPCOUR000-611	Term Software - UiPath - Cloud Orchestrated Unattended Robot (12-month term)	\$ 9,799.50
UIPath	UICPCS00000-611	Term Software - UiPath - Connector for Salesforce (12-month term)	\$ 2,939.85
UIPath	UICPCTM0000-611	Term Software - UiPath - Cloud Task Mining (12-month term)	\$ 19,748.11
UIPath	UICPCTM0001-611	Term Software - UiPath - Cloud Test Management (12-month term)	\$ 8,886.65
UIPath	UICPCTNU000-611	UiPath – Term - Cloud Tester - Named User (12-month term)	\$ 888.66
UIPath	UICPDU2AIRP-611	Term Software - UiPath - Cloud Document Understanding + 2 AI Robots Promo Pack (12-month term)	\$ 7,899.24

Manufacturer	Part Number	Product Description	GSA Price
UIPath	UICPDUPB000-611	Term Software - UiPath - Document Understanding Page Bundle (12-month term)	\$ 7,839.60
UIPath	UICPDUPB10M-611	Term Software - UiPath - Document Understanding Page Bundle - 10M (12-month term)	\$ 979,949.62
UIPath	UICPDUPB1M0-611	Term Software - UiPath - Document Understanding Page Bundle - 1M (12-month term)	\$ 146,992.44
UIPath	UICPDUPB400-611	Term Software - UiPath - Document Understanding Page Bundle - 40K (12-month term)	\$ 7,839.60
UIPath	UICPEFP0000-611	Term Software - UiPath - Enterprise Foundation Pack (12-month term)	\$ 95,778.34
UIPath	UICPEFPC000-611	Term Software - UiPath - Enterprise Foundation Pack - Cloud (No Test Manager) (12-month term)	\$ 56,282.12
UIPath	UICPHAAO000-611	Term Software - UiPath - High Availability Add-On (12-month term)	\$ 24,685.14
UIPath	UICPIOAO0000-611	Term Software - UiPath - Insights - Orchestrator Add-On (12-month term)	\$ 8,819.55
UIPath	UICPMUAO000-611	Term Software - UiPath - Multiuser Add-On (12-month term)	\$ 39,197.98
UIPath	UICPPDNU000-611	Term Software - UiPath - Process Mining Developer - Named User (12-month term)	\$ 5,389.72
UIPath	UICPPMBUNU0-611	Term Software - UiPath - Process Mining Business User - Named User (12-month term)	\$ 881.95
UIPath	UICPPMS0000-611	Term Software - UiPath - Process Mining Server (12-month term)	\$ 19,598.99
UIPath	UICPPMSB000-611	Term Software - UiPath - Process Mining Starter Bundle (12-month term)	\$ 44,433.25
UIPath	UICPRDNU000-611	Term Software - UiPath - RPA Developer - Named User (12-month term)	\$ 3,331.83
UIPath	UICPRPADMU0-611	Term Software - UiPath - RPA Developer - Multiuser (12-month term)	\$ 6,663.66
UIPath	UICPSPA0000-611	Term Software - UiPath - Starter Pack - Advanced (12-month term)	\$ 145,148.61
UIPath	UICPSPAC000-611	Term Software - UiPath - Starter Pack - Advanced - Cloud (No Test Manager) (12-month term)	\$ 145,148.61
UIPath	UICPSPAC001-611	Term Software - UiPath - Starter Pack - Advanced - Cloud (12-month term)	\$ 145,148.61
UIPath	UICPSPB0001-611	Term Software - UiPath - Starter Pack - Basic (12-month term)	\$ 36,534.01
UIPath	UICPSPBC000-611	Term Software - UiPath - Starter Pack - Basic - Cloud (12-month term)	\$ 36,534.01
UIPath	UICSPS0000-611	Term Software - UiPath - Starter Pack - Standard (12-month term)	\$ 76,030.23
UIPath	UICSPS0000-611	Term Software - UiPath - Starter Pack - Standard - Cloud (No Test Manager) (12-month term)	\$ 66,156.17
UIPath	UICSPS0001-611	Term Software - UiPath - Starter Pack - Standard - Cloud (12-month term)	\$ 76,030.23
UIPath	UICPTM00000-611	Term Software - UiPath - Test Manager (12-month term)	\$ 8,886.65
UIPath	UICPTNU0000-611	Term Software - UiPath - Tester - Named User (12-month term)	\$ 1,175.94
UIPath	UICPTSCSN00-611	Term Software - UiPath - Test Suite Connector for ServiceNow (12-month term)	\$ 9,874.06

Manufacturer	Part Number	Product Description	GSA Price
UIPath	UICPTSSP000-611	Term Software - UiPath - Test Suite Starter Pack (12-month term)	\$ 32,584.38
UIPath	UICPTSSPC00-611	Term Software - UiPath - Test Suite Starter Pack - Cloud (12-month term)	\$ 28,634.76
UIPath	UICRRU72B00	Term Software - UiPath - Cloud - Robot Units Bundle - 72K (12-month term)	\$ 14,218.64
UIPath	UIFDACNU000-611	Term Software - UiPath - Flex - Action Center - Named User (12-month term)	\$ 434.46
UIPath	UIFDADNU000-611	Term Software - UiPath - Flex - Automation Developer - Named User (12-month term)	\$ 4,344.58
UIPath	UIFDADPSN00	Term Software - UiPath - Flex - Automation Developer - US Public Sector - Named User (12-month term)	\$ 5,430.73
UIPath	UIFDAH00000-611	Term Software - UiPath - Flex - Automation Hub (12-month term)	\$ 8,886.65
UIPath	UIFDAIUB100-611	Term Software - UiPath - Flex - AI Unit Bundle - 1M (12-month term)	\$ 148,110.83
UIPath	UIFDAIUB101-611	Term Software - UiPath - Flex - AI Unit Bundle - 10M (12-month term)	\$ 987,405.54
UIPath	UIFDAIUB500	Term Software - UiPath - Flex - AI Unit Bundle - 50M (12-month term)	\$ 2,962,216.62
UIPath	UIFDAIUB600-611	Term Software - UiPath - Flex - AI Unit Bundle - 60K (12-month term)	\$ 11,848.87
UIPath	UIFDANU0000-611	Term Software - UiPath - Flex - Attended - Named User (12-month term)	\$ 1,579.85
UIPath	UIFDAPSNU00	Term Software - UiPath - Flex - Attended - US Public Sector - Named User (12-month term)	\$ 1,974.81
UIPath	UIFDATSP000-611	Term Software - UiPath - Flex - App Testing Starter Pack (12-month term)	\$ 10,861.46
UIPath	UIFDCDNU000-611	Term Software - UiPath - Flex - Citizen Developer - Named User (12-month term)	\$ 2,567.25
UIPath	UIFDCDPSN00	Term Software - UiPath - Flex - Citizen Developer - US Public Sector - Named User (12-month term)	\$ 3,258.44
UIPath	UIFDCRSPA00	Term Software - UiPath - Cloud - Starter Pack - Advanced (12-month term)	\$ 177,733.00
UIPath	UIFDCRSPB00	Term Software - UiPath - Cloud - Starter Pack - Basic (12-month term)	\$ 46,408.06
UIPath	UIFDCRSPS00	Term Software - UiPath - Cloud - Starter Pack - Standard (12-month term)	\$ 95,778.34
UIPath	UIFDEFP0000-611	Term Software - UiPath - Flex - Enterprise Foundation Pack (12-month term)	\$ 76,030.23
UIPath	UIFDI000000-611	Term Software - UiPath - Flex - Insights (12-month term)	\$ 14,811.08
UIPath	UIFDI50DU00-611	Term Software - UiPath - Flex - Insights - 50 Designer Users Add-on (12-month term)	\$ 8,886.65
UIPath	UIFDISACB00-611	Term Software - UiPath - Flex - Integration Service API Calls Bundle - 6M (12-month term)	\$ 19,748.11
UIPath	UIFDISACB01-611	Term Software - UiPath - Flex - Integration Service API Calls Bundle - 3M (12-month term)	\$ 11,848.87

Manufacturer	Part Number	Product Description	GSA Price
UIPath	UIFDPM20M00-611	Term Software - UiPath - Flex - Process Mining Rows Bundle - 20M (12-month term)	\$ 29,622.17
UIPath	UIFDPMBUN00-611	Term Software - UiPath - Flex - Process Mining Business User - Named User (12-month term)	\$ 888.66
UIPath	UIFDPMDNU00-611	Term Software - UiPath - Flex - Process Mining Developer - Named User (12-month term)	\$ 6,418.14
UIPath	UIFDPMSP000-611	Term Software - UiPath - Flex - Process Mining Starter Pack - Advanced (12-month term)	\$ 148,110.83
UIPath	UIFDPMSPB00	Term Software - UiPath - Flex - Process Mining Starter Pack - Basic (12-month term)	\$ 49,370.28
UIPath	UIFDPTE0000	Term Software - UiPath - Flex - Platform - Advanced (12-month term)	\$ 98,740.55
UIPath	UIFDPTS0000	Term Software - UiPath - Flex - Platform - Standard (12-month term)	\$ 29,622.17
UIPath	UIFDSPA0000-611	Term Software - UiPath - Flex - Starter Pack - Advanced (no Platform Tier) (12-month term)	\$ 145,148.61
UIPath	UIFDSPA0001	Term Software - UiPath - Flex - Starter Pack - Advanced (12-month term)	\$ 145,148.61
UIPath	UIFDSPB0000-611	Term Software - UiPath - Flex - Starter Pack - Basic (12-month term)	\$ 36,534.01
UIPath	UIFDSPBPS00	Term Software - UiPath - Flex - Starter Pack - Basic - US Public Sector (12-month term)	\$ 45,420.65
UIPath	UIFDSPS0000-611	Term Software - UiPath - Flex - Starter Pack - Standard (no Insights) (12-month term)	\$ 76,030.23
UIPath	UIFDSPS0001	Term Software - UiPath - Flex - Starter Pack - Standard (12-month term)	\$ 85,904.28
UIPath	UIFDTM00000-611	Term Software - UiPath - Flex - Test Management (12-month term)	\$ 8,886.65
UIPath	UIFDTMAIU00	Term Software - UiPath - Flex - Task Mining AI Unit Pack (12-month term)	\$ 23,697.73
UIPath	UIFDTNU0000-611	Term Software - UiPath - Flex - Tester - Named User (12-month term)	\$ 888.66
UIPath	UIFDTSSP000-611	Term Software - UiPath - Flex - Test Suite Starter Pack (12-month term)	\$ 28,634.76
UIPath	UIFDUR00000-611	Term Software - UiPath - Flex - Unattended Robot (12-month term)	\$ 9,874.06
UIPath	UIFDURNP000-611	Term Software - UiPath - Flex - Unattended Robot - Non-Production (12-month term)	\$ 543.07
UIPath	UIFDURNPP00	Term Software - UiPath - Flex - Unattended Robot - Non-Production - US Public Sector (12-month term)	\$ 691.18
UIPath	UIFDURPS000	Term Software - UiPath - Flex - Unattended Robot - US Public Sector (12-month term)	\$ 11,848.87
UIPath	UIFDURT0000-611	Term Software - UiPath - Flex - Unattended Robot - Test (12-month term)	\$ 1,974.81
UIPath	UIFLEX15000-611	Term Software - UiPath - US Federal Flex Bundle - 15k Users (12-month term)	\$ 36,731,486.15

Manufacturer	Part Number	Product Description	GSA Price
UIPath	UIFLEX30000-611	Term Software - UiPath - US Federal Flex Bundle - 30k Users (12-month term)	\$ 73,561,712.85
UIPath	UIFLEX60000-611	Term Software - UiPath - US Federal Flex Bundle - 60k Users (12-month term)	\$ 157,194,962.22
UIPath	UINPCOR0000-611	Term Software - UiPath - Cloud Orchestrated Robot - Non-Production (12-month term)	\$ 1,077.94
UIPath	UINPIOAO0000-611	Term Software - UiPath - Insights - Orchestrator Add-On – Non-Production (12-month term)	\$ 1,763.91
UIPath	UINPPMS0000-611	Term Software - UiPath - Process Mining Server – Non-Production (12-month term)	\$ 3,919.80
UIPath	UINPTR00000-611	Term Software - UiPath - Unattended Robot - Test (12-month term)	\$ 1,567.92
UIPath	UIPCPOB0000-611	Term Software - UiPath - Orchestrator - Basic (12-month term)	\$ 8,886.65
UIPath	UIPCPOBU000-611	Term Software - UiPath - Orchestrator - Basic Upgrade (12-month term)	\$ 11,848.87
UIPath	UIPCPOSE000-611	Term Software - UiPath - Orchestrator - Standard (12-month term)	\$ 19,748.11
UIPath	UIPCPURCR00-611	Term Software - UiPath - Unattended Robot - Concurrent Runtime (12-month term)	\$ 7,899.24
UIPath	UIPNPO0000-611	Term Software - UiPath - Orchestrator – Non-Production (12-month term)	\$ 3,949.62
UIPath	UIPNPR00000-611	Term Software - UiPath - Robot – Non-Production (12-month term)	\$ 394.96
UIPath	UIPPCP00000-611	Term Software - UiPath - Premium Plus (22% of license Net ACV: Minimum \$55K) (12-month term). Purchase price of software maintenance is based on a Commercial List Price that is 22% of the price paid for the license.	22.0% of software license price
UIPath	UIPS0000000-611	Term Software - UiPath - Premium Support (9.5% of license Net ACV: Minimum \$9.5K) (12-month term). Purchase price of software maintenance is based on a Commercial List Price that is 9.5% of the price paid for the license.	9.5% of software license price
UIPath	UIPSDUIA000	UiPath - PS - DU & AI Standard Pack	\$ 52,332.49
UIPath	UIPSMACTAUS	UiPath - PS - Migrate to Automation Cloud - Tenant Add-on - US	\$ 3,949.62
UIPath	UIPSMACUS00	UiPath - PS - Migrate to Automation Cloud - US	\$ 25,672.54
UIPath	UIPSMASTAUS	UiPath - PS - Migrate to Automation Suite - Tenant Add-on - US	\$ 3,949.62
UIPath	UIPSMASUS00	UiPath - PS - Migrate to Automation Suite - US	\$ 33,571.79
UIPath	UIPSPMSDA00	UiPath - PS - Process Mining Standard DA Pack	\$ 32,584.38
UIPath	UIPSTSQSP00	UiPath - PS - Test Suite Quick Start Pack	\$ 5,134.51
UIPath	UIPSUOSNAUS	UiPath - PS - Upgrade Orchestrator Standalone - Node Add-on - US	\$ 3,949.62
UIPath	UIPSUOSUS00	UiPath - PS - Upgrade Orchestrator Standalone - US	\$ 26,659.95
UIPath	UISTARSA000-611	Term Software - UiPath - STAR Support Add-on (19% of license Net ACV: Minimum \$110K) (12-month term). Purchase price of software maintenance is based on a Commercial List Price that is 19% of the price paid for the license.	19.0% of software license price
UIPath	UPCPCOURT00-611	Term Software - UiPath - Cloud Orchestrated Unattended Robot - Test (12-month term)	\$ 1,959.90

## UIPATH SOFTWARE LICENSE AGREEMENT AND ADDITIONAL TERMS

### Commercial Supplier Agreement Header:

This Commercial Supplier Agreement and SAAS License Agreement and Services ("Agreement") is between the Customer, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of UiPath Inc. ("Company" or "Supplier") with its principal place of business at 90 Park Ave, New York, NY, 10016, USA. This Agreement governs the Customer's use of the Supplier software (the "Licensed Software") and the Supplier documentation made available for use with such software. "You" or "Customer" or "Licensee" means the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity" which is defined as "an entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I, as may be amended from time to time.

### 1. DEFINITIONS

"UiPath" means (a) when Customer is located in North America (meaning United States and its territories, Canada or Mexico): UiPath Incorporated, located in New York, New York, United States; (b) when Customer is located outside North America: UiPath SRL, located in Bucharest, Romania;

"UiPath Partner" means an entity with which UiPath has a valid Partner contract in place for promoting or reselling UiPath RPA Platform or for placing and processing orders from end users;

"Agreement" means these terms and any other terms referenced in this document;

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party where Control means control of greater than 50 % of the voting rights or equity interests of a party; "Authorized Users" means either party's employees, representatives and contractors; "

"Claim" means a claim, action, or legal proceeding filed against a Party;

"Customer" means the Ordering Activity identified in the Order as "Customer" or "Ordering Customer" or otherwise identified in the Order as the end user customer; For the avoidance of doubt, if a Customer Affiliate places an Order under this Agreement, such Affiliate shall be deemed as "Customer" for the purpose of that Order;

"Customer Data" means any information that is imported by or on behalf of Customer into the UiPath RPA Platform from its internal data stores or other sources not supplied by UiPath;

"Development Outputs" means any programs, artifacts, charts or workflow diagrams created by the Customer using UiPath RPA Platform, including any Customer Data;

"Improvements" means all versions, updates, corrections, improvements, developments, modifications, enhancements, variations, derivative works, scripts, customizations, adaptations or extensions of feature sets of any of the UiPath RPA Platform components, created or acquired by UiPath;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in computer software, and any other intellectual property rights or rights of a similar nature.

"UiPath RPA Platform" means the suite of software components (including Manuals or other documentation) with all Improvements;

"License Term" means the duration of the license for UiPath RPA Platform (or for the provision of Professional Services), as specified in the Order, or any shorter term occurring due to the termination of the Agreement;

"License Key" means an electronic activation key that authorizes the use of the UiPath RPA Platform components;

"Manuals" means the official Product guides available on UiPath website or successor website (except for any marketing, promotional or publicity materials);

"Order" means the order form or other written document for the UiPath RPA Platform, support or Professional services that is either (a) executed between UiPath and an Ordering Activity or (b) the document executed between an UiPath Partner and Customer; If Customer is located in North America the Order will be placed with UiPath Inc., while Customer located in the rest of the world is required to place a PO with UiPath SRL;

"PII" means any information related to an identified or identifiable natural person, including any sensitive data, as defined by Regulation (EU) 2016/679 (GDPR) and other applicable privacy laws and PHI means information about health status, provision or payment of healthcare, which can be linked to an individual (as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

“Products” means software, with any and all additional versions, updates, enhancements, developments, modifications, derivative works, scripts, connectors, plugins, SDKs, APIs, or extensions thereof, and the underlying Manuals, including any hosted service provided by UiPath, subject to the available licensing models (Licensing Models).

“Professional Services” or “PS” means any consulting, training, implementation, or technical services provided by UiPath to a Customer specified in an Order, excluding support services.

**1. GOVERNANCE.** This Agreement applies to UiPath’s Products and PS. Customer’s use of new features or functionality of Products not contemplated as of the Effective Date which may be subject to additional terms made available within such Products, shall be deemed acceptance of such additional terms, provided, however, that to the extent of a material conflict between the terms of this Agreement and such additional terms, the terms of the Multiple Award Schedule (MAS) shall control.

## **2. LICENSES**

**2.1 License.** UiPath grants to the Customer a limited, non-exclusive right to use the components of the UiPath RPA Platform specified in the Order during the License Term, including for testing and disaster recovery purposes. Customer retains all rights, including Intellectual Property Rights, in the Development Outputs created by the Customer with the UiPath RPA Platform, in accordance with this Agreement.

**2.2 Trial License.** A trial license is subject to the terms located at the following web address and a current copy of which is attached hereto: <https://www.uipath.com/hubfs/download/legalspot/21-06-17-Trial-General-Terms.pdf> (or successor website). For Trial Licenses, Terms and Conditions are subject to change with the addition of new trial services or removal of existing trial services.

## **3. THIRD-PARTY ACCESS**

**3.1 Use by Affiliate and Outsourcing.** Customer may allow its Affiliates, including a third-party contractor to operate or access the UiPath RPA Platform solely on Customer’s or its Affiliates behalf, but only if it is for Customer’s or its Affiliates direct beneficial business purposes. At UiPath’s request, Customer or its Affiliates will specify which entities have access under this provision.

**3.2 Customer Responsibility.** If Customer allows any person or entity to operate, use or access the UiPath RPA Platform, Customer is responsible for ensuring that such person or entity complies with the terms of this Agreement.

**3.3 No Additional Rights.** For clarity, the rights granted under this section do not modify the license permissions or increase the number of licenses granted under this Agreement.

## **4. SUPPORT SERVICES**

Support services provided for UiPath RPA Platform are included in the License Fee, in accordance with the Support Terms attached. UiPath may from time to time update the terms provided there is no degradation in the level of service provided. A copy of the current terms are attached and available at: [https://www.uipath.com/hubfs/legalspot/UiPath\\_Support\\_Terms.pdf](https://www.uipath.com/hubfs/legalspot/UiPath_Support_Terms.pdf)

## **5. RESERVED**

## **6. THIRD PARTY INTELLECTUAL PROPERTY CLAIMS**

**6.1. UiPath Obligations.** UiPath will defend to the extent permitted by 28 U.S.C. 516, at its expense, any third-party Claim against Customer during the License Term to the extent the Claim alleges that the UiPath RPA Platform infringes the third party’s patent, copyright, or trademark; or that UiPath has misappropriated the third party’s trade secret (“IP Claim”). UiPath will pay any damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by UiPath).

**6.2 Remedy.** In case of any IP Claim, UiPath may: (a) procure for Customer a license to continue using UiPath RPA Platform under the terms of this Agreement; or (b) replace or modify the allegedly infringing components so that they become non-infringing (including disabling the challenged functionality), provided the modified Products remain substantially equivalent in function to the enjoined Products and repurchase the affected components, if any, for which no non-infringing modification is possible in UiPath’s determination at a negotiated and mutually-agreeable price that reflects the pro-rata prepaid fees paid by Customer as of the date of UiPath’s notification to Customer that no non-infringing modification is possible, but only if Customer confirms in writing that it destroyed all copies of the UiPath RPA Platform component (and any related materials) from all computer systems on which it was stored.

**6.3 Conditions.** UiPath will have no liability for any IP Claim: (A) that arises from any: (i) use of the UiPath RPA Platform in violation of this Agreement; (ii) modification of the UiPath RPA Platform by anyone other than UiPath; (iii) failure by Customer to install the latest updated version of the UiPath RPA Platform, as requested by UiPath to avoid infringement; or (iv) third-party products, services, hardware, software, or other materials, or combination of these with the UiPath RPA Platform, if the

UiPath RPA Platform would not be infringing without this combination; or (B) if Customer fails to: (i) promptly notify UiPath in writing of the IP Claim; (ii) provide UiPath with reasonable assistance requested by UiPath for the defense of the IP Claim; (iii) provide UiPath with the exclusive right to control or settle the IP Claim; or (iv) refrain from making admissions about the IP Claim without UiPath's prior written consent. Notwithstanding the foregoing, the United States Department of Justice reserves the right to take sole control over the defense and settlement of Third-Party Claims. The remedies in this section are Customer's sole and exclusive remedies and UiPath's sole liability regarding the subject matter giving rise to any IP Claim.

## **7. OTHER CLAIMS**

7.1. Customer's Obligations. Intentionally omitted.

7.2 Conditions. Customer's obligations under this section are conditioned upon UiPath (to the extent permitted by applicable law): (i) promptly notifying the Customer of any Claim in writing; (ii) cooperating with the Customer in the defense of the Claim; (iii) granting the Customer control of the defense or settlement of the Claim to the extent permitted by 28 U.S.C. 516; and (iv) refraining from making any admissions about the Claim. The remedies in this section are UiPath's sole and exclusive remedies and Customer's sole liability regarding the subject matter giving rise to any such Claim.

## **8. LIMITATION OF LIABILITY**

8.1. Damages Exclusion. Neither Party will be liable to the other Party for any special, indirect, moral, consequential, incidental, punitive, or exemplary damages; the use or inability to use the UiPath RPA Platform, computer malfunction or failure, server down time, failure of the UiPath RPA Platform to operate with any other programs, loss of profits; loss of reputation, use, or revenue; loss or corruption of data; or interruption of business. Under no circumstances may UiPath or its Affiliates be liable for any claims that may be asserted, granted or imposed against, arising from, or in connection with, Customer Data except as otherwise set forth herein.

8.2 Liability Cap. The maximum aggregate liability of each Party for each and all Claims (individually and together) under or relating to this Agreement or its subject matter will not exceed the total subscription license fees paid under this Agreement during the 12 months before the initial Claim. This limitation will apply whether an action is in contract or tort and regardless of the theory of liability. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8.3 Other Responsibility. For the avoidance of any doubt, under no circumstances UiPath may be liable for any Claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorneys' fees) of any kind and nature that may be asserted, granted or imposed against, directly or indirectly, arising from or in connection to any Customer Development Outputs. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

## **9. REPRESENTATIONS & WARRANTIES**

9.1 UiPath RPA Platform Limited Warranty and Remedy. UiPath warrants that the UiPath RPA Platform, as delivered to Customer, will substantially conform to the applicable Manuals during the License Term, to the extent that the UiPath RPA Platform is used in accordance with the Manuals. Customer must notify UiPath of a Claim under this warranty within 30 days of the date on which the condition giving rise to the Claim first appeared. To the extent permitted by law, Customer's sole and exclusive remedy and UiPath's sole liability under or about this warranty will be a replacement of the UiPath RPA Platform component, or if replacement is not commercially reasonable, a suspension of the applicable UiPath RPA Platform component or services and a refund of any pre-paid unused fees for the applicable UiPath RPA Platform component or service.

9.2 Implied Warranties. Except for the express warranties herein, UiPath RPA Platform is provided on an "as-is" basis. Neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Customer bears the entire risk as to the use of the UiPath RPA Platform. Each party disclaims all liability for any harm or damages caused by any third-party hosting providers. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

## **10. TERM**

10.1 Duration. This Agreement applies to the UiPath RPA Platform from the Effective Date until the expiration of the applicable License Term or the term for Professional Services as set forth in an Order or applicable statement of work.

10.2 Material Breach. If either Party commits a material breach of this Agreement, the non-breaching Party may give written notice describing the nature and basis of the breach to the breaching Party.



10.3 Effect of Termination. Upon termination or expiration of this Agreement or any License Term the license and associated rights for the UiPath RPA Platform will immediately terminate and Customer must, at its expense remove and delete all copies of the UiPath RPA Platform. Some or all the UiPath RPA Platform components may cease to operate without prior notice upon expiration or termination of the License Term.

## **11. PROFESSIONAL SERVICES**

11.1 License to Deliverables. If it is the case, UiPath grants Customer a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Customer by UiPath in performing the Professional Services (“Deliverables”) solely for Customer’s beneficial business purposes.

11.2 Employment Taxes. UiPath is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors used to perform the Professional Services.

11.3 Warranty. UiPath warrants the Professional Services will be performed in a professional and workmanlike manner. Customer must notify UiPath in writing of any breach of this warranty within 30 days of delivery of such Professional Service. To the extent permitted by law, Customer’s sole and exclusive remedy for breach of this warranty will be re-performance of the relevant Professional Service.

11.4 Subcontractors. Customer agrees that UiPath may use subcontractors for which UiPath will be responsible, in the performance of the Professional Services.

11.5 No Personal Data. During the performance of Professional Services, Customer needs to avoid transmission to UiPath of information that is regulated by applicable privacy laws (“Personal Data”) (for example, by using “dummy data” when configuring or testing solutions). UiPath does not wish to receive Personal Data nor is it required for the performance of the Professional Services. Accordingly, Customer must not transmit Personal Data to UiPath, unless the Parties have agreed in writing on terms specifying that UiPath has agreed to receive Personal Data and detailing the security measures in place and protocol for the processing of Personal Data.

## **12. DATA**

12.1 Data Collection. Each Party may collect, store and use PII of the other Party’s personnel necessary for the Agreement by complying with the applicable privacy laws. UiPath or its Affiliates may also collect and analyze diagnostic, technical, error reports, crash dumps, usage and other telemetry data from Customer’s use of the Products and Customer grants them a worldwide, transferable, royalty- free right to access, use and process such data for the purpose of providing and updating the Products or PS, offering support and addressing technical issues, and as required by law or as reasonably provided in the Privacy Policy available on UiPath’s website (or successor). Customer will inform its own personnel for the processing of their PII in accordance with the applicable laws. UiPath processes PII as described in its Privacy Policy available on its website.

12.2 Use of Data. Use of Products or PS does not require PII and UiPath accepts no liability thereof. However, if Customer uses Products lawfully on UiPath servers/cloud, PII may be transferred to UiPath, who will be considered a processor on behalf of the Customer and the data processing agreement available on UiPath’s website will apply from the moment of the transfer. Customer must not use PHI on UiPath servers/cloud. If provision of PS is rendered impossible due to the lack of PII, Customer will notify UiPath and the Parties will discuss entering into a data processing agreement.

## **13. GENERAL**

13.1. Intentionally omitted.

13.2 Customer’s Purchase Order. Any terms or conditions in Customer’s purchase order or any other related documentation submitted by or on behalf of Customer to UiPath (or any other party, such as an UiPath Partner) do not form part of this Agreement and are void, unless otherwise expressly agreed in writing and signed by both Customer and UiPath.

13.3 Confidentiality Obligations. Parties must keep the Confidential Information (means and refers to any document and information to which a Party has access during the performance of this Agreement, including but not limited to technical information, business methods, software programs, licensing model, of the other Party) confidential. Neither Party will in any manner, directly or indirectly, use or otherwise employ all or any of the Confidential Information of the other Party for any purpose other than the performance under this Agreement. This confidentiality obligation will survive for 3 years after the termination or expiration of this Agreement. The Customer acknowledges that if it provides any suggestions or feedback to UiPath, it does 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.

13.4 Data Use Consent. Customer agrees that UiPath and its Affiliates may collect and use technical information gathered as part of the software support services provided, if any, related to the UiPath RPA Platform. UiPath may use this information

solely to improve the software or to provide customized services or technologies to the Customer and will not disclose this information in a form that personally identifies the Customer.

13.5 Entire Agreement. This agreement, the MAS and any orders issued thereunder constitute the entire agreement. Any amendments to this Agreement may only be made in writing and become effective when signed by both Parties.

13.6 Governing Law, Venue. The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. Any disputes relating to this Agreement shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

13.7 License Compliance. UiPath may, at its expense and no more than once every 12 months, appoint its own personnel or an independent third party (or both) to verify that Customer's use, installation, or deployment of the UiPath RPA Platform comply with the terms of this Agreement and Customer agrees to provide all the required assistance and support during such verification. This inspection will be subject to any security requirements.

13.8 No Partnership. Nothing in this Agreement 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.

13.9 Notices. Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either Party): to UiPath: [legal@uipath.com](mailto:legal@uipath.com); and to Customer: at Customer's email address stated on the Order, or if Customer's Order is with an UiPath Partner, at Customer's registered address and will be effective when received by the Party, or refused by the Party.

13.10 Publicity. Any publicity related to the Government's use of this service must be pre-approved in writing by the Government Contracting Officer.

13.11 Privacy. If UiPath receives Personal Data of the Customer personnel involved in the performance of this Agreement it will process it in accordance with the [UiPath Privacy Policy](#) available on its website.

13.12 Severability. If any provision of this Agreement is or becomes illegal, invalid or unenforceable for any reason, all other provisions of the Agreement remain in force and shall produce legal effects.

13.13 Third Party Providers. If Customer uses certain features of the UiPath RPA Platform in conjunction with third party data, products, services, and platforms, then Customer is responsible for complying with the terms and conditions required by such third-party providers, and all such use is at Customer's own risk.

13.14 Third Party Licenses. The UiPath RPA Platform contains components of other software, including open source, which are the property of their respective owners and are licensed under their respective licenses specified on Third Party Licenses section on UiPath website, as updated from time to time or communicated to the Customer.

13.15 Export. UiPath RPA Platform may be subject to the trade control laws and regulations of the United States and other national governments. Each party represents that it is not named on any E.U. or U.S. government denied-party list and will not use UiPath RPA Platform in a E.U. or U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any E.U. or U.S. export law or regulation.

13.16 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 this Agreement. 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)

13.17 Waiver. No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies (provided by law). Any waiver of any breach of this Agreement.

## LABOR CATEGORY DESCRIPTIONS

Special Item Number 541611

Subject Matter Expert	
<b>Security Clearance:</b>	Top Secret
<b>Minimum Education and Experience:</b>	Master's Degree and 14 years of related experience Bachelor's Degree and 16 years of related experience High School Diploma and 20 years of related experience
<b>Functional Duties/ Responsibilities:</b>	Provides expert level knowledge in the particular area of specialization with in-depth understanding of the latest developments in the field. Generally deals with senior level personnel or other recognized technical experts within the customer organization. Specialized experience in one or more of the following disciplines: Human Intelligence (HUMINT); Signals Intelligence (SIGINT); Counterintelligence (CI); Cyber Intelligence (CYBERINT); and Geospatial Intelligence (GEOINT). Capable of developing new and innovative applications of state-of-the-art knowledge. Superior interpersonal and communications skills. Progress reviews focus on status and quality of product output. Works independently, or as part of team, with responsibility for analysis of problems that involve significant complexity. Assists in the preparation of studies, plans and analyses in support of internal and external customers. May conduct in-depth research in support of studies and analyses.

Lead Analyst	
<b>Security Clearance:</b>	Top Secret
<b>Minimum Education and Experience:</b>	Master's Degree and 14 years of related experience Bachelor's Degree and 16 years of related experience High School Diploma and 20 years of related experience
<b>Functional Duties/ Responsibilities:</b>	Provides executive-level advice, guidance, and analytical support and guidance to management on matters specific to the organization or agency mission. Assists leadership in making senior-level policy decisions. Superior interpersonal and communications skills essential. Specialized knowledge in any of the following disciplines: Human Intelligence (HUMINT); Signals Intelligence (SIGINT); Counterintelligence (CI); Cyber Intelligence (CYBERINT); and Geospatial Intelligence (GEOINT), engineering, science, business, financial, cost, or program management. Duties performed may include; analysis, design, development, testing, integration, program management, cost, financial, or management analysis, or maintenance of systems, processes, or programs. Oversees subordinates as well as prepares, facilitates, and edits the development of studies, briefings, and analyses to support the organization or agency mission and business functions.

Senior Analyst	
<b>Security Clearance:</b>	Top Secret
<b>Minimum Education and Experience:</b>	Master's Degree and nine (9) years of related experience Bachelor's Degree and 11 years of related experience High School Diploma and 15 years of related experience
<b>Functional Duties/ Responsibilities:</b>	Provides expert-level advice, guidance, and analytical support in any of the following disciplines: Human Intelligence (HUMINT), Signals Intelligence (SIGINT), Counterintelligence (CI), Cyber Intelligence (CYBERINT), Geospatial Intelligence (GEOINT), engineering, science, business, financial, cost, or program management. Duties performed may include; analysis, design, development, testing, integration, program management, cost, financial, or management analysis, or maintenance of systems, processes, or programs. Prepares, facilitates, and edits and may work under direction, independently and/or oversee the development of studies, briefings, and analyses to support the organization or agency mission and business functions.

<b>Threat Analyst</b>	
<b>Security Clearance:</b>	Top Secret
<b>Minimum Education and Experience:</b>	Master's Degree and six (6) years of related experience Bachelor's Degree and eight (8) years of related experience High School Diploma and 12 years of related experience
<b>Functional Duties/ Responsibilities:</b>	Provides specialized experience in analysis of terrorism, criminal information, financial, supply chain, or other threats in support of an organization or agency mission. Prepares, facilitates, and edits the development of studies, briefings, and analyses to support mission and business functions. Provides analytical support, advice, and guidance on matters specific to assisting leadership in making senior-level policy decisions concerning threats and threat awareness products.

<b>Advanced Analyst</b>	
<b>Security Clearance:</b>	Top Secret
<b>Minimum Education and Experience:</b>	Master's Degree and two (2) years of related experience Bachelor's Degree and four (4) years of related experience High School Diploma and eight (8) years of related experience
<b>Functional Duties/ Responsibilities:</b>	Provides expert-level advice, guidance, and analytical support in any of the following disciplines: Human Intelligence (HUMINT), Signals Intelligence (SIGINT), Counter-intelligence (CI), Cyber Intelligence (CYBERINT), Geospatial Intelligence (GEOINT), engineering, science, business, financial, cost, or program management. Duties performed may include; analysis, design, development, testing, integration, program management, cost, financial, or management analysis, or maintenance of systems, processes, or programs. May work independently to prepare, facilitate, and edit the development of studies, briefings, and analyses to support the organization or agency mission and business functions. Provides expert-level advice and guidance on matters specific to the organization or agency mission.

<b>Intermediate Analyst</b>	
<b>Security Clearance:</b>	Top Secret
<b>Minimum Education and Experience:</b>	Master's Degree and one (1) year of related experience Bachelor's Degree and three (3) years of related experience High School Diploma and seven (7) years of related experience
<b>Functional Duties/ Responsibilities:</b>	Provides skilled advice, guidance, and analytical support on matters specific to the organization or agency mission in any of the following disciplines: Human Intelligence (HUMINT), Signals Intelligence (SIGINT), Counterintelligence (CI), Cyber Intelligence (CYBERINT), Geospatial Intelligence (GEOINT), engineering, science, business, financial, cost, or program management. Generally works under direction to prepare, facilitate, and edit the development of studies, briefings, and analyses to support the organization or agency mission and business functions. Duties performed may include; analysis, design, development, testing, integration, program management, cost, financial, or management analysis, or maintenance of systems, processes, or programs.

<b>Basic Analyst</b>	
<b>Security Clearance:</b>	Top Secret
<b>Minimum Education and Experience:</b>	Master's Degree Bachelor's Degree and two (2) years of related experience High School Diploma and six (6) years of related experience
<b>Functional Duties/ Responsibilities:</b>	Works under direction of a senior-related position to provide analytical support on matters specific to the organization or agency mission in any of the following disciplines: Human Intelligence (HUMINT), Signals Intelligence (SIGINT), Counterintelligence (CI), Cyber Intelligence (CYBERINT), Geospatial Intelligence (GEOINT), engineering, science, business, financial, cost, or program management. Supports the preparation of studies, briefings, and analyses to support the organization or agency mission and business functions. Duties performed may include; analysis, design, development, testing, integration, program management, cost, financial, or management analysis, or maintenance of systems, processes, or programs.

**Substitution Matrix:**

<b>Labor Category</b>	<b>Min Edu</b>	<b>Min Exp</b>	<b>PhD</b>	<b>Masters</b>	<b>Bachelors</b>	<b>Associate</b>	<b>High School</b>
Subject Matter Expert	Bachelors	16	N/A	14	16	N/A	20
Lead Analyst	Bachelors	16	N/A	14	16	N/A	20
Senior Analyst	Bachelors	11	N/A	9	11	N/A	15
Threat Analyst	Bachelors	8	N/A	6	8	N/A	12
Advanced Analyst	Bachelors	4	N/A	2	4	N/A	8
Intermediate Analyst	Bachelors	3	N/A	1	3	N/A	7
Basic Analyst	Bachelors	2	N/A	0	2	N/A	6

## GSA PRICING FOR SERVICES

SIN	Labor Category	Geographic Scope	Customer/ Contractor Site	GSA Rate with IFF
541611	Subject Matter Expert	Domestic	Both	\$ 124.68
541611	Lead Analyst	Domestic	Both	\$ 124.68
541611	Senior Analyst	Domestic	Both	\$ 116.36
541611	Threat Analyst	Domestic	Both	\$ 114.58
541611	Advanced Analyst	Domestic	Both	\$ 83.58
541611	Intermediate Analyst	Domestic	Both	\$ 67.65
541611	Basic Analyst	Domestic	Both	\$ 47.75

**Service Contract Labor Standards:** The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and/or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.