**1. Terms.** These Maintenance Terms apply to all UiPath Incorporated and UiPath SRL (“UiPath”) proprietary software products “UiPath RPA Platform” for which UiPath has received payment of the corresponding annual fees. The Maintenance includes Improvements and support and the right to receive any new updated version of the UiPath RPA Platform as released from time to time by UiPath, including the right to choose to upgrade the UiPath RPA Platform to Major releases, as defined below. Customer is required to train key Customer personnel on the UiPath RPA Platform and to assign such personnel to provide First Line Support (specified in section 3 below) to Customer’s internal users.

**2. General Definitions & Licensing Models.** Support is an integral part of the Maintenance and includes the provision of Workarounds and additional information which UiPath makes available through the course of the year – training calendars, e-newsletters, special events, documentation and notices to enable Customer to better utilize UiPath RPA Platform features and support tools.

**Definitions.** All capitalized terms not otherwise defined here will have the meaning specified in the Agreement.

**"Named User"** means a unique person who is given access to the UiPath RPA Platform.

**“Desktop”** means a logical display surface that contains user interface objects such as windows, menus, and hooks.

**"Fault"** means failure of the UiPath RPA Platform components to function in accordance with the Manuals, excluding issues due to misconfiguration (which is not made in accordance with UiPath written recommendations) or other third-party applications;

**"Fix"** means a permanent resolution to a Fault;

**“Machine”** means a physical or virtual computer.

**“Non-Production”** means the testing environment where UiPath RPA Platform is installed and used only for testing and evaluation purposes.

**“Production”** means the real-time setting where UiPath RPA Platform is installed and relied on for organization or commercial daily operations.

**“Service Request”** means a request from the Customer for information or advice, typically product how to’s, software activation, licensing and training.

**"Software Instance"** means one single running process or a group of processes that was started by a single initial Named User or an application and access the same Desktop;

**"Workaround"** means a temporary fix in respect of a Fault, which is deployed to restore use of the UiPath RPA Platform components.

**UiPath RPA Platform Components & Licensing Models.** Customer may license UiPath RPA Platform by selecting from the below models.

|  |  |  |
| --- | --- | --- |
| Studio (ST) | Named User | Only the Named User can access the Studio which can be used with or without Orchestrator as follows:  (i) With Orchestrator: The license may be installed on two Machines that share the Named User.  (ii) Without Orchestrator: The license may be installed on one Machine. |
| Node Locked | The license may be installed on a single Machine which can be used with or without Orchestrator as follows:  (i) With Orchestrator: Only one Named User can access the software in an active Desktop session.  (ii) Without Orchestrator: Any user can access the software in an active Desktop session. The Customer must obtain separate licenses for the maximum number of users simultaneously accessing the Studio. |
| Attended Robot (AR) | Named User | Only the Named User can access the AR and run a Software Instance at a time and can be used with or without Orchestrator as follows:  (i) With Orchestrator: The license may be installed on two Machines that share the Named User.  (ii) Without Orchestrator: The license may be installed on one Machine. |
| Node Locked | The license may be installed on a single Machine which can be used with or without Orchestrator as follows:  (i) With Orchestrator: Only one Named User can access the software in an active Desktop session and run a software instance at a time.  (ii) Without Orchestrator: Any user on that Machine can access the software in an active Desktop session and run a software instance at a time. The Customer must obtain separate licenses for the maximum number of users simultaneously accessing the software. |
| Unattended Robot (UR) | Node Locked | The license may be installed on a single Machine which can be used with or without Orchestrator. Only one Software Instance can run at a time, irrespective of the number of users having access to it. The Customer must obtain licenses for the maximum number of software instances simultaneously running on the Machine. |
| Orchestrator (OC) | Server | The license may be installed on a farm of Machines. Any Named User can access OC at any time. The OC components may access only one central database. |
| Unpermitted Uses | Customer is not permitted to:   1. execute Development Outputs in production environments using ST or use testing or disaster recovery licenses for other purposes; 2. executing Development Outputs without human supervision using an AR; 3. alter, adapt, merge, modify, translate, decompile, develop versions, derivative works, reverse engineer, upgrade, improve, or extend, features or functionalities of the UiPath RPA Platform or otherwise derive source code from UiPath RPA Platform, except to the extent Customer may be expressly permitted to decompile under applicable law, if it is essential to do so in order to achieve interoperability of UiPath RPA Platform with another software program, and Customer has first requested UiPath to provide the information necessary to achieve such interoperability with at least ninety (90) days advance written notice and UiPath has not made such information available; 4. remove or modify any proprietary markings included in the UiPath RPA Platform; 5. re-sell, sub-license, assign, transfer, rent, lease or lend or otherwise distribute any license under this Agreement, except as otherwise agreed herein; 6. attempt to gain unauthorized access to any service, account, computer systems or networks; 7. use of the UiPath RPA Platform in a manner that is inconsistent with the license grant; 8. export the UiPath RPA Platform, except as authorized by United States or European Union law and the laws of the jurisdiction in which the UiPath RPA Platform was obtained (and by using the UiPath RPA Platform, you represent and warrant that you are not located in any such country or on any such list); 9. except as otherwise agreed herein, use or modify the UiPath RPA Platform or any of its components to operate in a service bureau, managed service provider or commercial hosting services environment or by combining or incorporating it with other software (including cloud based) to provide services to third parties; 10. use the UiPath RPA Platform for any purposes prohibited by US, EU or other national or international law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons or any other similar use, including but not limited to aviation navigation or communication systems, life support systems and equipment; or in special risk areas that require error-free, permanent supervision or operation of relevant systems and in which the failure of the software may result in a direct risk for life, body, health or in substantial damages to property or the environment. 11. use the UiPath RPA Platform to infringe the rights of any other party or violate any laws. | |
| IMPORTANT | ST, AR and UR can be used independently without OC or in conjunction with OC.  Customer will use testing licenses received for UiPath RPA Platform only for Non-Production purposes, with the express exclusion of any Production or any other purpose.  Customer will use disaster recovery licenses received for UiPath RPA Platform only for disaster recovery purposes, with the express exclusion of any other purpose.  Customer’s or an Named User’s intentional violation of the foregoing, or any use of the UiPath RPA Platform in breach of this Agreement, Manuals or License Orders, by Customer or Named Users that in UiPath’s judgment imminently threatens the security, integrity or availability of UiPath RPA Platform, may result in UiPath’s immediate suspension of the platform. UiPath will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to any such suspension. | |

**3. Description.** Support is structured and provided as follows:

**First Line Support.** Customer will provide first line support ("First Line Support") to its own personnel which means:

1. Investigate the solution built on the top of the UiPath RPA Platform components and make sure the Fault is not caused by the solution itself. To avoid any doubt, UiPath is not offering any support at the level of the solution built by the Customer;
2. Investigate the health status of the server side services as described into the installation manual;
3. Investigate the server logs to detect connectivity and security issues;
4. Investigate robot logs to detect connectivity or permissions errors;
5. Investigate recent IT changes that have an influence on the UiPath RPA Platform like permission changes for the users that have access to the UiPath RPA Platform or for the users that the robots are running as, service password changes, provisioning/un-provisioning databases.

**Escalated Support.** During the License Term, UiPath will only provide escalated support to the Customer's designated support personnel identified in advance to UiPath as being assigned to provide First Line Support and place requests for the Escalated Support (the "Escalated Support") which means:

1. Responses to Faults notified to UiPath by using only the UiPath’s Customer Support Ticketing Portal at <https://www.uipath.com/customer-support>;
2. Diagnosis and rectification of Faults, which will be provided via online tools (audio, remote connections), email and online ticketing portal;
3. Provision of applicable Improvements, in compliance with UiPath’s improvement or release cycles.
4. UiPath will provide maintenance by way of provision of additional information, additional training and seminars, e-newsletters, documentation and notices to enable Customer to better use the UiPath RPA Platform components and their features and tools.

**4. Support Cooperation.** Customer acknowledges that the time required for resolution of Faults may vary depending on the specific circumstances of each problem, including, without limitation, the nature of the Fault, the extent and accuracy of information available about the Fault, and the level of Customer’s cooperation and responsiveness in providing materials, information, access and support reasonably required by UiPath to achieve problem resolution. Customer is responsible for ensuring that its personnel who are assigned to interact and liaise with UiPath have sufficient language and technical skills, and will respond to and cooperate with UiPath in a timely manner in connection to requests for Fault rectification and support and maintenance services.

**5. Support Process.** Prior to requesting Escalated Support, Customer will use reasonable efforts to attempt to resolve the Fault by performing the First Line Support. To assist UiPath in the provision of the Escalated Support, Customer will use its reasonable efforts to: (i) provide UiPath with adequate information and technical data; (ii) make reasonable attempts to provide data requested by UiPath to the extent such requested data is necessary to provide a Fix or a Workaround; (iii) co-operate with UiPath as needed for the Escalated Support. In addition, Customer agrees and acknowledges that the extent of access and the accuracy of information and technical data provided by the Customer may affect UiPath’s ability to provide a Fix or a Workaround.

**6. Support Exclusions.** Unless otherwise mutually agreed in writing, UiPath has no obligation to provide the Escalated Support to Customer in the event that: (i) the UiPath RPA Platform components have been changed, modified or damaged by the Customer or anyone other than UiPath without UiPath consent or knowledge or in breach of the licensing terms of the UiPath RPA Platform; (ii) the Fault is caused by Customer’s negligence, willful misconduct, use of the UiPath RPA Platform components in breach of the licensing terms, hardware malfunction; (iii) the Fault is due to a third-party software of the Customer; or (iv) the Customer has not installed or implemented any Improvements.

**7. Additional.** The Escalated Support does not cover the support of any third-party software of the Customer which integrates with the UiPath RPA Platform. In addition, the Escalated Support does not include the following: (i) use of any version of UiPath RPA Platform components that is not designated as a production release (such as a beta release or code contained in the sandbox or any other repository that is not packaged into a production release distribution); (ii) Customer’s failure to comply with operating instructions contained in the documentation and such failure results in a Fault; (iii) installation, configuration, management and operation of Customer applications; (iv) APIs, interfaces or data formats other than those included with the UiPath RPA Platform; or (v) any training.

**8. Release Cycles.** Escalated Support for Improvements will include the provision for remote download by Customer of new releases of the UiPath RPA Platform classified by UiPath as Major version, as well as access to UiPath on-line knowledge repository of typical questions and answers, tips, and known error corrections. UiPath software release cycle may include 2 Major releases per Year as indicate below (as an example):

|  |  |  |  |
| --- | --- | --- | --- |
| Major Version | Dev Complete | QA Complete | Production Release |
| Major x.1 | February | March | April |
| Major x.2 | September | October | November |

A released Major version can have either: **FTS** - Fast Track Support or **LTS** - Long Term Support

**Major version has always FTS included.** Each Major version (FTS) is supported for 1 year as follows: 6 Months Full Support & 6 Months Critical Bugs & Security Enhancements.

|  |  |
| --- | --- |
| Major x.1 (FTS) | |
| Mainstream Maintenance | Extended Maintenance |
| Full Maintenance & Support | Critical Bugs & Security Enhancements |
| 6 Months\* | 6 Months\* |

**\***Mainstream maintenance is automatically extended if no other Major version is released within the 6 months period, until a new Major version is released. The remaining period up to 1 year from the initial release date is considered as Extended Maintenance.

**Every Major version is a candidate for LTS.** After a vigorous analysis, the Product Team will declare if a Major version will be marked as LTS or not. This process will always take place before the Mainstream Maintenance period ends (less than 6 months after the official release). After a version is declared as LTS, it is Supported as follows:

|  |  |
| --- | --- |
| LTS Version | |
| Mainstream Maintenance | **Extended Maintenance** |
| Full Maintenance & Support | Critical Bugs & Security Enhancements |
| 1 Year\* | 2 Years |
| * Monthly bug fixes * Monthly Updates & Improvements * Updated training & materials * Access to the latest technology & best practices * Always free of any charge | * Planned bug fixes (only Critical) * Critical Updates & Security Enhancements * Standard training & materials * Limited access to newer technology & best practices * Subject to support fees after expiration |

 Every LTS version has Mainstream Maintenance for 1 Year.

**\***If there is no LTS version declared after 1 year, the Mainstream Maintenance is automatically extended until a newer LTS version is available. After a new LTS version is available, all customers must update the solution to the newer LTS version. The Update process is mandatory.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **UiPath Release Cycle\*** | | | | |
| January 2016 | December 2016 | August 2017 | January 2018 | August 2018 |
| FTS  UiPath v2016.1 | LTS  UiPath v2016.2 | FTS  UiPath v2017.1 | FTS  UiPath v2018.1 | Major  UiPath v2018.1 |
| Updates  UiPath v2016.1.6137  UiPath v2016.1 6101  UiPath v2016.1 6057  UiPath v2016.1 5995  UiPath v2016.1 5873 | Updates  UiPath v2016.2.6344  UiPath v2016.2.6302  UiPath v2016.2.6274  UiPath v2016.2.6232  UiPath v2016.2.6192 | Updates  N/A | Updates  N/A | Major  N/A |
| \*The UiPath Release Cycle is given only for demonstratory purposes and it is not a binding commitment to release any version. | | | | |

UiPath will offer support and help to customers in the migration process. Once migrated to the newer LTS version, the customer will benefit again of Mainstream Maintenance. In case a customer doesn't migrate to the newer LTS version, UiPath will offer only Extended Maintenance for up to 2 years depending on the release date of the newest LTS version.

There is no extra fee for the updates. The Major version designation applies only to specific UiPath RPA Platform releases that are identified by UiPath at the moment of the release as a Major version. This may not apply to all UiPath releases, upgrades and updates. For example, for UiPath v2016.1.5973 release the updates were not designates as a Major version, and therefore it is only an update to the then existing Major version. Some of the past support windows and possible new ones are illustrated as an example for demonstration purposes only, in the below table:

**9. Support Service Levels.**

Support is split into 2 categories: **Faults** or **Service requests**.

The following support Service Levels are defined and apply for 90% of the requests.

|  |  |  |  |
| --- | --- | --- | --- |
| **Priority Level** | **Definition** | **Response Time** | **Resolution Time\*** |
| **1 - Urgent** | A Priority 1 issue is a major production error within the UiPath RPA Platform that severely impacts the Customer’s use of the UiPath RPA Platform for production purposes, such as the loss of production data or where production systems are not functioning and no workaround exists. | 2 hours | 1 Business Day |
| **2 - High** | A Priority 2 issue is an error within the UiPath RPA Platform where the Customer’s system is functioning for production purposes but in a reduced capacity, such as a problem that is causing significant impact to portions of the Customer’s business operations and productivity, or where the UiPath RPA Platform is exposed to potential loss or interruption of service. | 4 hours | 2 Business Days |
| **3 - Normal** | A Priority 3 issue is a medium-to-low impact error that involves partial and/or non- critical loss of functionality for production purposes, such as a problem that impairs a single robot but allows the Customer’s operations to continue to function. | 1 Business Day | 4 Business Days |
| **4 - Low** | A Priority 4 issue is a low impact error that involves partial and/or non-critical loss of functionality for production, testing, training or development purposes. | 2 Business Days | 10 Business Days |

*\*Faults requiring development and quality assurance work are exempted. UiPath may provide a Workaround as possible, until a Fix is implemented.*

**All service requests are categorized as Priority 4.**

All times in the above table are expressed in working minutes/hours/days. The service level response and resolution times elapse only during the supported hours and tickets remain on hold outside of these hours with no time accumulating against the SLA clock.

**Note:** Support is provided during business hours Monday-Friday 10:00 AM until 20:00 PM CET +/- 1h during DST. 24x5 and on-call support during weekends will be available starting end of Q2 2017.

The priority indicates the order in which Faults should be addressed. It is calculated automatically by the system once the impact and urgency have been updated and can have one of the following values: 1-Urgent; 2-High; 3-Normal; 4-Low.

The priority is calculated based on impact and urgency, using the following logic:

|  |  |  |  |
| --- | --- | --- | --- |
| **Urgency Impact** | **1 - High** | **2 - Medium** | **3 - Low** |
| **1 - High** | 1 - Urgent | 2 - High | 3 - Normal |
| **2 - Medium** | 2 - High | 3 - Normal | 4 - Low |
| **3 - Low** | 3 - Normal | 4 - Low | 4 - Low |

**Impact:**

* **1 - High:** One or more critical business processes in production environment have stopped ***and/or*** there is a chance of significant financial impact and/or the company’s good name is at stake.
* **2 - Medium:** There is a service degradation in performance or function with impact on a business process in production environment ***and/or*** there is a chance of financial impact and/or the company’s good name is in possible danger.
* **3 - Low:** There is a slight service degradation in performance or function with impact on a business process in production/development/testing/training environment ***and/or*** there is a chance of minimal financial impact.

**Urgency:**

* **1 - High:** There is not a viable Workaround.
* **2 - Medium:** A Workaround is available, but it’s restrictive or inconvenient.
* **3 - Low:** A Workaround is available.

**11. Online Ticketing Portal.** Support is provided via the online ticketing portal. UiPath shall use commercially reasonable efforts to meet the applicable targeted response times set forth above.

As a precondition for requesting support services from UiPath, Customer agrees to (and agrees to cause each of its developers to) use reasonable efforts to: (i) attempt to solve the problem and to utilize sufficient resources to clearly understand that a problem exists before consulting UiPath; (ii) provide UiPath with sufficient information and technical data in order for UiPath to establish that a potential problem is not the kind of problem that is an exclusion from the support services; (iii) make reasonable attempts and expend reasonable resources to provide any data reasonably requested by UiPath to adequately address the potential problem; (iv) utilize sufficient resources to understand the instructions from UiPath in addressing the problem, and make reasonable attempts to correct the problem as suggested by UiPath. In addition, Customer agrees and acknowledges that the extent of access and the accuracy of information and technical data provided may affect UiPath’s ability to provide the support services. All support request submissions must be filed via the web-based support portal and designate an issue priority as assessed by the Customer, based on impact and urgency. Once the support request is filed, UiPath will evaluate and confirm the Priority Level. The most optimal method of contact may be utilized (web remote connection tools, email) to drive resolution.