Support and SLA Policy

The Support and SLA Policy, including any attachments or other terms referenced herein (together, the "Policy"), is part of and subject to the licensing agreement applicable to Software (the "Agreement"). The Policy may be regularly updated by UiPath. References to websites hereunder include references to successor websites.

1. Defined Terms. Capitalized terms have the meaning prescribed in the Agreement, unless otherwise defined hereunder.

24/7 means twenty-four hours a day, seven days a week, excluding January 1 in the relevant time zone where the UiPath support center is located.

Business Day means, for the purpose of this Policy, a daily 8-hour period, from Monday to Friday and excluding public holidays, (i) for US Federal Customers: (a) between 12:30 PM and 9:30 PM GMT for US East Coast and (b) between 4:00 PM and 1:00 AM GMT for US West Coast, and (ii) between 9:00 AM and 6:00 PM for any other Customers, in the time zone where the relevant UiPath support center is located.

Cloud Software means UiPath software provided as a service to the Customer, with any and all additional versions, updates, modifications, configurations, extensions, and derivative works of the foregoing, (collectively referred to as "Improvements"), and the related Documentation.

Covered Time means, for a calendar month in which a Service Credit is owed, the number of days for which the Customer is paying the Cloud Software Fees.

Covered Fees means the total Fees paid by the Customer for the current License Term of the applicable Cloud Software, applied prorata to the month in which a Service Credit is owed.

Customer means an entity executing an Agreement with UiPath.

Documentation means the official guides for Cloud Software and On Premise Software, as made available on the Trust Portal.

Downtime means the period of time consisting of the number of unavailable minutes in a calendar month during which the Cloud Software is unavailable, is not reachable and not actively serving requests due to UiPath’s actions or omissions. Downtime does not include the unavailability of the Cloud Software due to Support Exclusions in the Policy, or due to Scheduled Downtime or reasonable emergency update.

Incident means the failure of the Software to function as set forth in the applicable Documentation, or an event resulting in Downtime.

On-Premise Software means UiPath software deployed on Customer premises, with any and all Improvements, and the related Documentation.

Scheduled Downtime means the period of time reserved by UiPath to apply fixes and updates to its Cloud Software on a regular schedule.

Service Requests means a request from the Customer that does not meet the criteria for an Incident, and that is limited to information or advice on Software use instructions, activation, licensing and requests for Service Credit.

Service Credit is the percentage of the Covered Fees credited to the Customer following UiPath’s approval of Customer’s Service Credit request.

Software means collectively Cloud Software and On Premise Software.

Ticket means the formal vehicle used by UiPath to receive Incident claims and Service Requests, through the UiPath Online Ticketing Portal available at https://www.uipath.com/company/contact-us.

Trust Portal means the collection of documentation and policies made available and amended by UiPath from time to time at uipath.com/legal/trust-and-security and integrated by way of reference in the Agreement.

Uptime means the level of availability of a Cloud Software product consisting of the number of minutes in a calendar month, when the service is available, reachable and actively serving requests, minus any Scheduled Downtime, divided by the total minutes in that calendar month, and multiplied by 100.

2. First Line Support. Before submitting a Ticket, Customer will perform first line support for itself by investigating any connectivity, access permission, database provisioning or security issues related to its systems, networks or applications interacting with the Software.

3. UiPath Support
a. Product Lifecycle Policy. UiPath provides support for its Software as further described in the Product Lifecycle Policy available on the Trust Portal.

b. Support Plans. UiPath provides support in accordance with the support plans described here: https://www.uipath.com/support/packages-options. In addition, UiPath may send Customer Software-related information, e-newsletters, documentation and notices.

c. Support Schedule and Centers. Except as otherwise provided in this Policy, UiPath will provide support solely on Business Days and through its support centers located in (i) New York, U.S.A.; (ii) Bellevue, U.S.A., (iii) Bangalore, India, (iv) Bucharest, Romania, (v) Shanghai, China, which may be changed at UiPath’s reasonable discretion. U.S. Federal Customers will receive support from the support centers located in the U.S.A.

d. Supported Software. UiPath will provide support for Software during the applicable License Term and subject to receiving the corresponding Fees. At its discretion, UiPath may provide support for other products or software released by UiPath.
e. **Fixes and Updates.** If, in relation to an Incident, a permanent fix is not feasible, UiPath may provide a workaround as a temporary solution to restore the use of the Software. Software updates that require substantial development or quality assurance work will be applied or delivered by UiPath at its discretion, in accordance with the Product Lifecycle Policy. UiPath updates its Cloud Software continuously and Customer must not restrict such updates.

f. **Priority Level Incidents.** Support first response times will depend on the priority level of the Incident, as assessed by the Customer and confirmed by UiPath. Priority levels (“Priority Levels”) are defined as follows:
   (i) **Priority Level 1 (Urgent):** is a major production error within the Software that severely impacts the Customer’s use of the Software for production purposes, such as the loss of production data or where production systems are not functioning, and no workaround exists.
   (ii) **Priority Level 2 (High):** is an error within the Software that renders the Software to function in a reduced capacity for production purposes, such as a problem that is causing significant impact to portions of the Customer’s business operations and productivity, or where the Software is exposed to potential loss or interruption of service.
   (iii) **Priority Level 3 (Normal):** is a medium-to-low impact error within the Software that involves partial or non-critical loss in functionality of the Software for production purposes.
   (iv) **Priority Level 4 (Low):** is a low impact error within the Software that involves partial and/or non-critical loss of functionality of the Software for production, testing, training or development purposes.

4. **Ticket Submission**
   a. Customer will submit Incidents and Service Requests to UiPath exclusively via Tickets. UiPath will be under no obligation to reply to claims or requests received in any other manner. UiPath may, at its discretion, choose the most optimal method of response to a Ticket, including by email, video conference or, with Customer’s prior consent, by remote connection.
   b. Customer will assess the impact, urgency and the perceived Priority Level of an Incident and add these details in the relevant Ticket. UiPath will evaluate the Priority Level and confirm or recategorize it. UiPath will make commercially reasonable efforts to respond to Service Requests but is not bound by the response times prescribed in this Policy.
   c. For Premium Support, Customer must designate at least one individual as primary liaison and communicate their contact information (name, email address, role and telephone number) to UiPath. Customer must notify UiPath in a timely manner in case of replacement of the contact person.
   d. A Ticket is considered closed when a final solution to the relevant Incident is communicated by UiPath.

5. **Support Cooperation.** Customer agrees to:
   (i) perform first line support and ensure a problem exists before filing a Ticket, (ii) cooperate and communicate in a timely manner with UiPath, (iii) provide UiPath with sufficient and accurate information related to the Incident, (iv) assign contact persons with the necessary technical and communication skills to collaborate with UiPath, (v) make reasonable attempts to replicate, or to assist UiPath in replicating the Incident under the circumstances in place at the moment of Ticket submission, including by conducting diagnostic or troubleshooting activities, and (vi) resolve the Incident as indicated by UiPath.

6. **Ticket Complaint Management.** If Customer believes, in good faith, that an Urgent or a High Incident was not addressed by UiPath in accordance with this Policy, Customer may send an e-mail to complaint.support@uipath.com within 30 (thirty) days after receiving a final response to the relevant Ticket. The email must contain at least the following information: Ticket number, reason for complaint, proposed solution. All such complaints must be submitted and will be processed only in English. UiPath will do its best to respond to complaint emails in a reasonable timeframe but it will not be bound by the Response Times set out herein.

7. **Support Exclusions.** UiPath has no obligation to provide support for, and the Uptime does not apply for, Incidents caused by:
   a. any software made available, as designated by UiPath, (i) for free, (ii) for trial, (iii) as part of the Community offering, or (ii) as "early access", "private preview", "public preview", "beta", "experimental" or under a similar designation;
   b. the Software being accessed, used, configured or modified in breach of the Agreement, this Policy, the Documentation, the Product Lifecycle Policy, Acceptable Use Policy, or the Licensing Models available on UiPath’s website;
   c. the Software not being updated in accordance withUiPath instructions or best practices, if in the update UiPath resolved the Incident for which the Customer requests support;
   d. the Software being used with other products or software that are not officially supported, are out of support or have been deprecated;
   e. Customer’s negligence or willful misconduct, or Customer’s failure to cooperate for the resolution of a Ticket;
   f. use of Software with hardware or software not developed by UiPath which is not explicitly marked as compatible with the Software in the Documentation;
   g. Customer’s failure to adhere to any required configurations, or to follow relevant security or acceptable use policies or practices;
   h. Scheduled Downtime;
   i. any customized deliverables created by UiPath, its partners or third-parties at Customer’s request;
   j. force majeure events or other factors outside UiPath’s reasonable control (e.g. natural disaster, war, acts of terrorism, riots, government action, network or Internet failure, failure of Customer or third party owned software, device,. technology or infrastructure);
   k. features excluded from Uptime, as designated in the applicable Documentation;
   l. faulty input, instructions, or arguments (for example, requests to access files that do not exist) or Customer’s attempts to perform operations that exceed the Software’s prescribed functionalities.
8. Personal Data Processing

a. Only to the extent necessary for the purpose of providing support, UiPath and its sub processors listed below under point d) may process certain Customer PII (personal identifiable information) such as employee name, surname, job title, company name, e-mail address, country, telephone number, voice and image recordings.

b. Unless otherwise agreed with the Customer, UiPath does not require, and Customer agrees not to send, other types of PII, Payment Card Information (PCI), as defined by Payment Card Industry Data Security Standard or any type of information about health status, provision or payment of healthcare, which can be linked to an individual (as regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other applicable privacy law) (PHI), for purposes of Software support. Customer must provide UiPath only technical information and must anonymize or obfuscate any PII, PCI or PHI. Customer must promptly notify any disclosure which conflicts with this section at privacy@uipath.com.

c. UiPath will retain data, including PII, necessary for auditing purposes, such as data confirming that a Ticket has been submitted by the Customer, relevant timestamps and nature of the Incident. UiPath will delete all files and Customer data from the Ticket, whether in the form of audio, video or image recordings, within 6 months after the Ticket has been closed. Aggregated and anonymized data will be further processed and used by UiPath to improve its Software and Services.

d. During live remote support sessions, UiPath will not copy, record or otherwise collect any PII, PCI or PHI, without Customer’s consent. To the extent possible, the Customer must minimize or close any desktop application containing PII, PCI or PHI. Live remote support will be guided by the Customer. To the extent the support ticket includes PII and such PII originates from the European Economic Area or Switzerland, by accepting this Policy, the Customer is entering into Standard Contractual Clauses with UiPath (EU Controller to Non-EU or EEA Controller) available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj or any successor website ("SCCs"). Parties agree that the SCCs, as may be amended from time to time (the updated version to supersede and replace the above version) are integrated by way of reference in this Policy. The details of the transfer constitute an integrant part of the SCCs and include the following: (i) data exporter is Customer and/or its Affiliates; (ii) data importer is UiPath and/or its Affiliates; (iii) the purpose of the transfer refers to the delivery of the support service; (iv) the categories of PII are underlined herein; (v) the contact points for data protection inquiries are set forth under the Agreement.

e. For managing your support ticket, UiPath uses the services of Hubspot, Salesforce and Atlassian, which are UiPath’s sub-processors and process data on behalf of UiPath. Your request for support is processed using Hubspot and advanced technical errors are processed by product teams using Atlassian. Technical data sent by Customer for support purposes are processed using Salesforce and are stored in the USA.

9. Cloud Software.

a. SLA. For Cloud Software, UiPath will make commercially reasonable efforts to provide Customer with the Uptime Cloud Software noted hereunder: https://www.uipath.com/hosted-software-sla. Uptime is measured per Cloud Software per region. Incidents and Scheduled Downtime are communicated to the Customer on the https://status.uipath.com/ webpage or through other channels. UiPath may adjust the Uptime to account for any exclusions applicable to a certain period, as listed in the Support Exclusions section.

b. Service Credits. If UiPath does not achieve and maintain the Cloud Software’s Uptime SLA as described in this Policy, Customer may be eligible to receive Service Credits under the conditions set forth herein below.

b.1. Service Credits Request. Customer must submit a written Service Request to UiPath via a Ticket for each licensed Cloud Software that has failed to meet its specific Service Levels within fifteen (15) days of the Incident. Customer will attach to the Service Credits request all information necessary for UiPath to validate the request, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of Customer’s attempts to resolve the Incident at the time of occurrence. In case Customer fails to do so, it will not be entitled to claim any Service Credits. UiPath will analyze the information received from the Customer and will make a good faith determination of the Service Credit eligibility. UiPath will use commercially reasonable efforts to process any request meeting the above criteria and respond to the Customer within forty-five (45) days of receipt. If UiPath confirms the Downtime as presented by the Customer, the Service Credits will be calculated starting with the date when the Uptime failure was incurred. If UiPath did not identify an Uptime failure, UiPath will provide the Customer with the result of the internal Uptime audit.

b.2. Calculating Service Credits. For each 0.5% Downtime under the respective Cloud Software’s Uptime SLA, the Customer will be offered Service Credits equivalent to the value of 0.5% of the Covered Fee for the affected Cloud Software, up to an aggregated maximum of 5% of the total Covered Fee for the affected Cloud Software.

b.3. Use of Service Credits. The Service Credits owed by UiPath to Customer will be in the form of monetary credit applied against a future payment due from Customer for additional purchases of licenses of the affected Cloud Software. The Service Credits cannot be (i) exchanged for the equivalent in cash; and (ii) cannot be transferred or applied to another Customer account, or to another Software component or another Cloud Software instance other than the affected one. Fees may not be unilaterally offset by the Customer for any Service Credits. The aggregate maximum Service Credits applied to an invoice will not exceed 100% of the invoiced amount. Service Credits accrued by the Customer expire at the end of the License Term for the applicable Cloud Software.

b.4. Service Credits Exclusions. In addition to the Support Exclusion circumstances stipulated in this Policy, UiPath has no obligation to provide Service Credits if:

(i) the Downtime is caused by Customer or by any third-party product or service used by Customer in conjunction with the Cloud Software.

(ii) at the time when the Downtime has occurred, Customer has outstanding invoices or current disputes regarding the payment...
of the Fees due for the affected Cloud Software.

c. **Purchasing through Resellers.** If Customer has purchased the Cloud Software through an authorized UiPath reseller, Customer and the reseller are responsible for complying with the Downtime notice process. UiPath will calculate the Service Credits based on the fees invoiced by UiPath to the respective reseller. The Downtime notice must indicate if the Service Credits must be issued to Customer or Reseller. If UiPath will issue the Service Credits to Customer, such can use the Service Credits in accordance with this Policy. If UiPath will issue the Service Credits to reseller, the reseller will be solely responsible for remitting such Service Credits to Customer and using the Service Credits in accordance with this Policy.

d. **Exclusive Remedies.** Customer acknowledges that Service Credits are its sole and exclusive remedy, and UiPath’s sole and exclusive liability for failure to meet the Uptime.

e. **Uptime Breach.** Notwithstanding anything to the contrary in the Policy, should the Uptime for a specific Cloud Software fall under 85%, Customer is entitled to terminate the license for the impacted Cloud Software and receive a refund for the pro-rata pre-paid and unused Fees for the affected Cloud Software.