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.

a. **"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) for any other Customers, between 9:00 AM and 6:00 PM in the Customer's time zone.

b. **"Cloud Software"** means Software, as defined in the Agreement, provided as a service to the Customer.

c. **"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.

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

e. **"Customer"** means an entity executing an Agreement with UiPath.

f. **"Documentation"** means the official guides for Software, as made available on the Trust Portal.

g. **"Downtime"** means the period of time consisting of the number of unavailable minutes in a calendar month, caused by UiPath's actions or omissions. A minute is unavailable if all continuous requests initiated by a user for Cloud Software to perform operations throughout the minute do not return a response or return a response indicating a failed operation. 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.

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

i. **"On-Premise Software"** means Software, as defined in the Agreement, deployed on Customer premises.

j. **"Scheduled Downtime"** means the period of time reserved by UiPath to apply fixes and updates to its Cloud Software as part of regular maintenance.

k. **"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.

l. **"Service Credit"** is the percentage of the Covered Fees credited to the Customer following UiPath's approval of Customer's Service Credit request.

m. **"Software"** means collectively Cloud Software and On Premise Software.

n. **"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.

o. **"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.

p. **"Uptime"** means the level of availability of a Cloud Software product consisting of the number of available minutes (defined as total minutes in a calendar month minus Scheduled Downtime) in a calendar month minus any Downtime, divided by the number of available minutes in a 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

3.1. **Support Plans**. UiPath provides support in accordance with the Documentation and the support plans described here: https://www.uipath.com/support/packages-options.

3.2. **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.

3.3. **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, or for certain third-party products.

3.4. **Fixes and Updates**. If, in relation to an Incident, a permanent fix is not feasible, UiPath may provide a workaround to restore the use of the Software. UiPath updates its Cloud Software continuously and Customer must not restrict such updates.

3.5. **Incidents Priority Levels**. 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:

a. **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.
b. **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.
c. **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.
d. **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 testing, training or development purposes.

Based on the confirmed Priority Level, UiPath will target the first response times noted in the support plan relevant for the Customer. UiPath will make commercially reasonable efforts to respond to Service Requests but is not bound by the response times prescribed in the support plans.

4. Ticket Submission

Customer must submit Incidents and Service Requests to UiPath exclusively via Tickets. UiPath will be under no obligation to reply to Incidents and Service Requests received in any other manner. UiPath may respond in writing, or with the Customer's consent, by video conference or remote connection. If dedicated advisors are allocated to the Customer's account, they will not be engaged by Customer via Tickets and the targeted response times will not apply to their responses unless otherwise agreed.

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.

For non-basic support plans, 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.

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, unless expressly stated otherwise in the applicable agreement (iii) as part of the Community offering, or (iv) as "early access", "private preview", "public preview", "beta", "experimental" or under a similar designation, or (v) as specifically excluded in the Documentation; the Software being accessed, used, configured or modified in breach of the Agreement, this Policy, the Documentation, Acceptable Use Policy, or the Licensing Policy available on the Trust Portal;

b. the Software not being updated in accordance with UiPath instructions or best practices, if in the update UiPath resolved the Incident for which the Customer requests support;

c. the Software being used with other products or software that are not officially supported, are out of support or have been deprecated;

d. Customer's negligence or willful misconduct, or Customer's failure to cooperate for the resolution of a Ticket;

e. use of Software with hardware, products or software not developed by UiPath which is not explicitly marked as compatible with the Software in the Documentation;

f. use of Software by Customer's clients with Customer's BPO/Managed Services platform and/or solutions.

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.

Without prejudice to any limitation with respect to the use of Personal Data as prescribed in the Agreement, the processing of PII shared by the Customer to UiPath for purposes of Support, as regulated hereunder, is governed by the data processing agreement available on the Trust Portal.

9. Cloud Software.

9.1. **SLA**. For Cloud Software, UiPath will make commercially reasonable efforts to provide Customer with the Uptime Cloud Software set out at: 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.

9.2. **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.

9.2.1. Service Credits Request. Customer must submit a written Service Request to UiPath via a Ticket for each deployed 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.

9.2.2. 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 deployed Cloud Software, up to an aggregated maximum of 5% of the total Covered Fee for the affected deployed Cloud Software.

9.2.3. 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. The Service Credits cannot be (i) exchanged for the equivalent in cash; and (ii) cannot be transferred or applied to another Customer account. 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.

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

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

b. 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.

9.3. **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 Reseller. If UiPath will issue the Service Credits to Customer, such can use the Service Credits in accordance with this Policy. Reseller is solely responsible for remitting such Service Credits to Customer and using the Service Credits in accordance with this Policy.

9.4. **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.