Product Specific Terms

These Product Specific Terms supplement the terms of the agreement concluded between UiPath and Company and are applicable to purchases, renewals, and upgrades to new versions starting with 21.10 product release of the software products identified herein below. The use of the software products identified herein require your consent with these Product Specific Terms.

A.   Terms For Cloud Software

1.   Definitions.

"Cloud Software" means UiPath software provided as a service, starting with 21.10 product version, subject to licensing permissions and restrictions detailed in the Licensing Policy (licensing.uipath.com).

"Personal Data" means (i) information related to an identified or identifiable natural person as defined by, as applicable, Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act (CCPA), and other applicable privacy laws ("**PII)**, (ii) protected health information, as regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) ("**PHI**"), and (iii) cardholder data ("**CHD**") and sensitive authentication data ("**SAD**"), as defined by Payment Card Industry Data Security Standard.

2.   Data. Company acknowledges that use of the Cloud Software does not require any Personal Data. Company must not use PHI, CHD and SAD with Cloud Software, unless use of PHI is allowed by UiPath in the appropriate legal documentation. PII shared by Company and processed by UiPath as a processor on behalf of the Company, will be governed by the data processing agreement available on the Trust Portal (https://www.uipath.com/legal/trust-and-security), in the limits of such PII processing.

3.   Analyses. For any Cloud Software, UiPath and its Affiliates may process data, technical information, usage, and telemetry from the Technology and any use thereof, to make available and provide platform features, perform its obligations under this Agreement, create indices, offer Support, provide bug fixes, run systems diagnostics, and monitor error and performance.

4.   Support and Service Credits. If the Company does not have support terms for Cloud Software, the Support terms in the agreement concluded by UiPath and Company, will be supplemented and, in case of a conflict, superseded by the provisions herein below:

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

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

"Documentation" means the official guides for 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 Cloud Software to function as set forth in the applicable Documentation, or an event resulting in Downtime.

"License Term" means the duration of the license to use the Cloud Software, as stipulated in an Order

"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 Company 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 Company following UiPath's approval of Company's Service Credit request.

"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.

4.1. Cloud Software.

a.   SLA. For Cloud Software, UiPath will make commercially reasonable efforts to provide Company 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 Company 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, Company may be eligible to receive Service Credits under the conditions set forth herein below.

> **b.1. Service Credits Request.** Company 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. Company 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 Company fails to do so, it will not be entitled to claim any Service Credits. UiPath will analyze the information received from the Company 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 Company 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 Company 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 Company 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 Company will be in the form of monetary credit applied against a future payment due from Company 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 Company account, or to another Software component or another Cloud Software instance other than the affected one. Fees may not be unilaterally offset by the Company 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 Company 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 Company or by any third-party product or service used by Company in conjunction with the Cloud Software.

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

c.   Purchasing through Resellers. If Company has purchased the Cloud Software through an authorized UiPath reseller, Company 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 Company 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 Company and using the Service Credits in accordance with this Policy.

d.   Exclusive Remedies. Company 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%, Company 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.

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

d.   the Cloud 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 Cloud Software with hardware or software not developed by UiPath which is not explicitly marked as compatible with the Cloud 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 Company 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 Cloud Software's prescribed functionalities.

4.3.   Information Security. UiPath has implemented and will continue to maintain and enforce an information security program that includes administrative, technical and physical safeguards that are appropriate to the Software and Services provided by UiPath, as further detailed in UiPath's Information Security Exhibit available on the Trust Portal, as such may be evaluated and adjusted from time to time, in light of any relevant changes in the industry standards, technology and material changes to UiPath's business.

B. Terms for AI Software

1.   Definitions.

"AI Software" means UiPath software based on artificial intelligence or machine learning, starting with 21.10 product version, subject to licensing permissions and restrictions detailed in the Licensing Policy (www.licensing.uipath.com).

"Personal Data" means (i) information related to an identified or identifiable natural person as defined by, as applicable, Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act (CCPA), and other applicable privacy laws ("**PII)**, (ii) protected health information, as regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

("**PHI**"), and (iii) cardholder data ("**CHD**") and sensitive authentication data ("**SAD**"), as defined by Payment Card Industry Data Security Standard.

2.   Data. Company acknowledges that use of the AI Software does not require any Personal Data. Company must not use PHI, CHD and SAD with AI Software, unless use of PHI is allowed by UiPath in the appropriate legal documentation. PII shared by Company and processed by UiPath as a processor on behalf of the Company, will be governed by the data processing agreement available on the Trust Portal (https://www.uipath.com/legal/trust-and-security), in the limits of such PII processing.

3.   Analyses. For any AI Software, UiPath and its Affiliates UiPath and its Affiliates may process data, technical information, usage, and telemetry from the Technology and any use thereof, to make available and provide platform features, perform its obligations under this Agreement, create indices, offer Support, provide bug fixes, run systems diagnostics, and monitor error and performance.

C. Terms for Integration Services and Activities

1.   Definitions.

"**Software**" means Integration Services and Activities starting with 21.10 product version, subject to the licensing permissions and restrictions detailed in the Licensing Policy (www.licensing.uipath.com).

"**Third-Party Services**" means cloud applications, cloud service endpoints, data services, software, application programing interfaces, and content of third parties which may be accessed using the Technology.

2.   Third-Party Services. Company may use the Software in conjunction with Third-Party Services, subject to complying with all terms and conditions enforced by third-party providers thereof, bearing the entire risk of such use. Company is responsible for determining which Third-Party Services are accessed and connected to by Company while using the Technology, and for the use of such Third-Party Services. UiPath does not control or own any Third-Party Services, and the access to and use of such Third-Party Services, including the availability and uptimes related to such Third-Party Services, is solely determined by the relevant third parties that control the Third-Party Services. UiPath will not be liable for any downtime, discontinuation, or any other issues with, or caused by, the Third-Party Services. To access and use a Third-Party Service, the applicable third party may require that Company agrees to an underlying agreement with such third party for Company to access and use the applicable Third-Party Service and such third party may require additional consents to allow Company to connect the Third-Party Service to the Software. Use of third-party products distributed by UiPath will be subject to the terms and conditions set by the relevant owners, as made available on the Trust Portal.

3.   Damages Exclusion for Third-Party Services. 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 Third Party Service.