Acceptable Use Policy

This Policy is read together with the licensing agreement ("**Agreement**") between UiPath ("**we**", "**our**", "**us**") and the customer/partner using or otherwise accessing the Technology or Services ("**you**").

Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning attributed to them in the Agreement. For the avoidance of doubt, the terms below are defined as follows:

➔ "**development**" or "**design**" means the creation of an automation workflow.

➔ "**production**" or "**commercial use**" refers to running a program in your working environment in accordance with its intended use.

➔ "**Services**" means any and all services, including support services and professional services, and related deliverables we provide, either directly or indirectly.

➔ "**Technology**" means any Software component made available by us either on premise or in the cloud, any derivate works, and all improvements thereof, and any background intellectual property rights.

Section I.   Rules for use of the Technology:

(a)   You will not use production purpose Technology with non-production purpose Technology, unless expressly allowed by us.

(b)   You must use the Technology in accordance with the Licensing Policy and you must not exceed the number of allocated licenses, other usage limitations, or circumvent any technological protection measures set by UiPath to control access to the Technology.

(c)   Unless otherwise instructed by UiPath, you may copy the Technology and any associated licenses solely as needed for disaster recovery purposes, in case of force majeure; UiPath may request proof of the force majeure.

(d)   You must not use and will not encourage others to use the Technology (i) to inspect or analyze the Technology or the outputs for benchmarking or comparison purposes, (ii) for the purpose of designing, modifying, creating a derivative work or creating any program that performs functions similar to the functions performed by the Technology, (iii) to acquire any technical specifications and gain a competitive technological or business advantage, (iv) to misappropriate or infringe any rights or violate any laws or contracts, (v) to access, tamper with, or use non-public areas of, any systems of UiPath, its Affiliates or their Authorized Users, (vi) to perform any type of security testing, including penetration testing on the Technology;

(e)   You will not disassemble, decompile or reverse engineer the Technology or any portion of it; you will not alter, adapt, merge, modify, translate, decompile, develop versions or derivative works, reverse engineer, upgrade, improve or extend, features or functionalities of the Technology or otherwise derive source code therefrom, except to the extent expressly permitted under applicable law and if it is essential to do so for the purpose of achieving interoperability of the Technology with another software program, and provided that, Customer has first requested UiPath to provide the information necessary to achieve such interoperability with at least 90 (ninety) days advance written notice and UiPath has not made such information available.

(f)   You must not remove, alter, modify or appropriate or use as yours, any proprietary markings included in the Technology.

(g)   You must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute your rights acquired under the Agreement.

(h)   You must not use the Technology for any purposes prohibited by US, EU or other applicable law, including any export control laws or in connection with the design, construction and/or operation of any system where the use or a failure of such system could result in a situation that threatens the safety of human life or severe physical harm or environmental or property damage (including, for example, use in connection with any nuclear, avionics, life support or other life critical application). The Technology is not fault tolerant and is not designed for such use and UiPath expressly disclaims any liability or warranty for such high-risk use.

(i)   You will back-up and validate data from all systems that may be accessed during and in connection with the provision of Technology; UiPath assumes no liability for data loss or corruption thereof.

(j)   You must comply with all terms and conditions required by third-party providers of any data, products, services, platforms, etc. you might use with the Technology and carry the entire risk of such use.

(k)   You must not use the Technology to operate in a service bureau, managed service or commercial hosting services environment, unless expressly approved by UiPath in writing.

(l)   You must flow down all your obligations in the Agreement (including, without limitation, this Policy) to, and will be liable for, all third parties you give access to Technology.

(m)   You will obtain and maintain all authorizations and consents required to use personal data as contemplated in the Agreement.

Section II.   When UiPath provides you any Services you agree to requirements set out below:

(a)   You will back-up and validate data from all systems that may be accessed during and in connection with the provision of Services; UiPath assumes no liability for data loss or corruption thereof.

(b)   You will not rely on UiPath providing any installations, deployment assistance or incident resolution in relation to any hardware or Technology other than the paid Technology and Services.

(c)   You will make sure you have all necessary rights (including, without limitation, proper license and use rights) to any third-party products you request UiPath to add within the Services provided to you.

(d)   You will use deliverables provided by UiPath as part of professional services, only in conjunction with the Technology.

(e)   You will not mix deliverables with non-production purpose Technology, unless expressly allowed by us.

(f)   You must not use and will not encourage others to use the deliverables and Services (i) to inspect or analyze the deliverables or the outputs for benchmarking or comparison purposes, (ii) for the purpose of designing, modifying, creating a derivative work or creating any program that performs functions similar to the functions performed by the deliverables, (iii) to acquire any technical specifications and gain a competitive technological or business advantage, (iv) to misappropriate or infringe any rights or violate any laws or contracts, (v) to access, tamper with, or use non-public areas of, any systems of UiPath, its Affiliates or their Authorized Users, (vi) to perform any type of security testing, including penetration testing on the deliverables, unless authorized, and within the limits authorized by UiPath; (vii) to use outputs of UiPath machine learning technology and related tools with non-UiPath machine learning technology and related tools.

(g)   You will not disassemble, decompile or reverse engineer the deliverables or any portion of it; you will not alter, adapt, merge, modify, translate, decompile, develop versions or derivative works, reverse engineer, upgrade, improve or extend, features or functionalities of the deliverables or Services or otherwise derive source code therefrom, except to the extent expressly permitted under applicable law and if it is essential to do so for the purpose of achieving interoperability of the deliverables or Services with another software program, and provided that, Customer has first requested UiPath to provide the information necessary to achieve such interoperability with at least 90 (ninety) days advance written notice and UiPath has not made such information available.

(h)   You must not remove, alter, modify or appropriate or use as yours, any proprietary markings included in the Services.

(i)   You must not resell, sublicense, assign, transfer, rent, lease, lend or otherwise distribute your rights acquired under the Agreement.

(j)   You must not use the Services or deliverables for any purposes prohibited by US, EU or other applicable law, including any export control laws or in connection with the design, construction and/or operation of any system where the use or a failure of such system could result in a situation that threatens the safety of human life or severe physical harm or environmental or property damage (including, for example, use in connection with any nuclear, avionics, life support or other life critical application). The Services and the deliverables are not fault tolerant and are not designed for such use and UiPath expressly disclaims any liability or warranty for such high-risk use.

(k)   You must comply with all terms and conditions required by third-party providers of any data, products, services, platforms, etc. you might use with the deliverables and Services and carry the entire risk of such use.

(l)   You must not use the deliverables to operate in a service bureau, managed service or commercial hosting services environment, unless expressly approved by UiPath in writing.

(m)   You must flow down all your obligations in the Agreement (including, without limitation, this Policy) to, and will be liable for, all third parties you give access to deliverables and/or Services.

(n)   you will obtain and maintain all authorizations and consents required to use personal data as contemplated in the Agreement.

Section III. If you use technology based on artificial intelligence and machine learning ("AI Systems"), with or within or as part of, UiPath's Technology and/or Services, you must observe at least, the following principles:

(a)   You must show respect to persons and human rights and take into consideration the practical and emotional factors in relation to using the AI System.

(b)   You must use good quality, high volume, and unbiased data, and observe the rules set out for use of use personal data in designing and creating, or otherwise adapting the AI System (where creation or adaptation are permitted by, as applicable, UiPath or the copyright owner).

(c)   You must use the privacy by design principles in a demonstrable manner and be able to provide documentation explaining how the AI System works to users or persons impacted by it.

(d)   You must define the outcome of employing the AI System and be transparent about its limitations as well as about the limitations of the data used to train the AI System.

(e)   You must make sure to involve a human arbiter in the process if your AI System enables automated decision-making mechanisms, or where otherwise required.

(f)   You must keep detailed records of your design process and decision making when designing or creating, or otherwise adapting/re-training AI Systems (where creation or adaptation are permitted by, as applicable, UiPath or the copyright owner).

Section IV. UiPath may provide certain offerings or licenses subject to associated specific terms and conditions:

(a)   **Upgrade Support Licenses:** you may need upgrade support licenses which UiPath will provide at its sole discretion; you will only use them as needed for the purpose of upgrading from one Technology version to another and the number of upgrade support licenses will not exceed the number your production licenses at any time.

(b)   **Non-Production Licenses:** we may provide you with Technology licenses limited to non-production use (e.g., for internal training, evaluation, etc.); you will not use them for commercial purposes or in a production environment and you will only use "dummy data" therein with no personal data, protected health data, cardholder or sensitive authentication data (as defined under applicable privacy laws).

(c)   **Trial Licenses:** we may provide you with trial Technology licenses; you may use them in a production environment, for production purposes, bearing the entire risk associated with such use of the Technology and you will not use any regulated data, including without limitation any cardholder or sensitive authentication data or (unless expressly allowed by UiPath pursuant to the execution of a an appropriate business associate agreement) personal health information (as defined under applicable laws); UiPath may provide certain support services for the cloud trial Technology, as may be communicated by UiPath.

(d)   **Specific packages and Preview offerings:** there are specific conditions which you must fulfill to access either of them and additional terms and conditions may apply. You will find more details on UiPath's website.

Section V. If we notice any inactivity on your side or if you don't renew your subscription, we reserve the right to take certain measures, as follows:

(a)   **Community:** if we notice inactivity in your use for more than 90 (ninety) consecutive days, we may close your account and/or delete any data you're imported into the Technology, which may no longer be recovered.

(b)   **Trial enterprise:** if by the end of the trial license period for a Technology component, you did not purchase the enterprise version subscription, UiPath reserves the right to demote your organization to the community edition; some of the Technology components you had access to during trial will no longer be available and consequently any data imported in such components may be deleted by UiPath at its discretion and may not be recovered.

(c)   **Enterprise**: if within 14 (fourteen) days from the end of the enterprise license period for a Technology component, you did not renew your enterprise subscription, UiPath reserves the right to demote your organization to the community edition; some of the Technology components you had access to during enterprise will no longer be

available and consequently any data imported in such components may be deleted by UiPath and may not be recovered.

Section VI. If you create an account with UiPath, the following provisions will apply:

(a) **Account Basics and Acceptable Conduct**

    (i)   account names are provided on a first-registered basis and are intended for immediate and active use.

    (ii)   attempts to sell, buy, or solicit other forms of payment in exchange for account names are prohibited.

    (iii)   to keep your account active, you must log-in on a regular basis.

    (iv)   if you create an account with an e-mail address pertaining to, or associated with, a company or organization, we will assume in good faith that you have the power to represent, and bind, that entity.

    (v)   all information you access through your account is confidential and proprietary of UiPath and you will not disclose it unless as permitted under the Agreement.

    (vi)   we may store, use and process your account information to enable the use and operation of the Technology and Services.

    (vii)   you will not attempt to, or gain unauthorized access to any service, account, computer systems or networks, or circumvent any authentication or security measures or test the vulnerability of the systems or networks.

    (viii)   you will not attempt to, or interfere with any user, host, or network, (e.g., by sending a virus, overloading, spamming, or mail-bombing or use the Technology or Services to distribute malware, impersonate or misrepresent affiliation with any person or entity).

    (ix)   you will keep passwords/other login information secured and monitor and control all activity conducted through your account.

    (x)   you will notify UiPath at security.breach@uipath.com if you suspect any illegal or unauthorized activity or a security breach involving your account with UiPath, including any loss, theft, or unauthorized disclosure or use of a username or password.

    (xi)   you are not allowed to sell, buy, or solicit other forms of payment in exchange for account names.

(b) **Name Squatting**

    (i)   we rely on your good faith to not use names of individuals or organizations that you are not affiliated with, in a misleading manner; unauthorized use may constitute trademark infringement and we may take action against it.

    (ii)   if you believe someone is using your organization's trademark-protected materials or implies any affiliation with your organization, send us an e-mail at legal@uipath.com titled "*Account Name Review*" and we will assess the matter.

(c) **Account Removal**

    (i)   we may remove or suspend your account in certain situations:

- **Inactivity:** if we reasonably determine that your free account is inactive for at least 90 (ninety) days, e.g., no users have signed in and no automation jobs have been run.
- **Breach:** if we reasonably suspect that you have breached your obligations, including as set out in the Agreement and this Policy.
- **Fees:** if applicable, you fail to pay the associated fees when due or during the extended moratorium we may agree to.
- **Infringement:** if we reasonably suspect that keeping the account may be unlawful or infringe any third-party rights.
- **Upon Request:** as requested by you, provided that we do not have a legal obligation or legitimate interest to further keep your account information.

    (ii)   If your account is removed you will no longer be able to sign in and any and all data in your account, including the account name, will be permanently deleted and cannot be recovered.

(iii)   we may take reasonable steps to notify you prior to removing or suspending the account but will be under no obligation to do so.

(iv)   we are not liable for any loss of data as a result of applying this Policy.

(v)   upon termination, we may retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Section VII. As for your ethical obligations and conduct:

(a)   You will not defame, stalk, harass or threaten UiPath or others, or organize acts of violence.

(b)   You will not use the Technology, deliverables or access the Services for immoral purposes.

(c)   You will not use or allow any third party to use the Technology, deliverables or Services to interfere in any political, electoral, or democratic process.

We reserve the right to update this Policy on https://www.uipath.com at any time without prior written notice. *We will notify you of material changes by display on the Trust Portal or within the Technology and the updated Policy will be effective within 30 (thirty) days from the notification date or as otherwise specified in the notification. If you continue to use the Technology after any change has taken effect, UiPath assumes that you have agreed with said change. Your only remedy for dissatisfaction hereunder is to stop using the Technology.*