



## UiPath Academy Terms & Conditions

This agreement (the “**Agreement**”) is binding between you and UiPath (referred to as “**Parties**”) and govern your use of our Services and Products in UiPath’s academy environments (“**UiPath Academy**”). From the moment you access the Products or Services we assume you have accepted the ToU so make sure to read them beforehand. We’ve attributed specific definitions to some of the words we use, as referenced below or in the body of the ToU.

“**Customer**” or “**you**” means, as applicable, UiPath customers, partners (including training partners) and employees, industry audience, educational institutions, governmental authorities and any other beneficiary of this Service, including the entity on behalf of which you register and any of its end users (“**End Users**”); “**your users**” means your affiliates and employees or equivalent contractors.

“**Content**” means text, images, videos, audio, algorithms, software, or other information of a party.

“**IP Rights**” means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in computer software and databases, know-how, look and feel, and any other intellectual property rights or rights of a similar nature, in each case registered or unregistered, and including all applications and rights to apply for and be granted protection, renewals or extensions of such rights, as well as the right to claim priority therefrom, and similar or equivalent rights or forms of protection which subsist now or in the future in any part of the world, including as otherwise defined or regulated under the applicable law.

“**PII**” which means any information related to an identified or identifiable natural person, including any sensitive data, as defined by Regulation (EU) 2016/679 (GDPR) and other applicable privacy laws and “**PHI**” which means information about health status, provision or payment of healthcare, which can be linked to an individual (as per the Health Insurance Portability and Accountability Act of 1996 (HIPAA)). More details on our privacy and security practices are available on our Trust Portal.

“**Services**” or “**Software**” means UiPath’s or its’ affiliates (i) websites, forums, services, products, software applications, courses, trainings, (ii) any improvements, updates, patches and enhancements, (iii) any associated documentation (excluding any publicity or marketing materials) and (iv) other Content, and (v) any output and result (e.g., pre-trained models, model enhancements, templates, or features) of sample documents ran or used with a product for the purpose of enhancing or training the product.

“**Terms of Use**” or “**ToU**” means the (i) terms of this Agreement, (ii) UiPath’s policies (“**Policies**”), and (iii) other references therein, all as available on our website (or successor) and on our Trust Portal or within the Service, as amended by UiPath from time to time. For more details check out our website, the applicable FAQs or send us a note with your questions.

“**Trust Portal**” means the portal made available by UiPath [here](#) (or successor website), and as updated by UiPath from time to time.

“**UiPath**”/“**we**”/“**us**”/“**our**” means the entity described below in the ToU, dependent on your location; when we refer to rights of UiPath in the ToU, we include all its affiliates (**affiliate** is an entity that directly or indirectly controls, is controlled by, or is under common control with another entity; **control** means control of more than 50% of the voting rights or equity interests of an entity).



## 1. Important

- 1.1. To use the Services, you must be at least 16-years old and have full capacity to contract according to your country of residence; other restrictions may be applicable to specific Services. You might use the Services for yourself or your employer/similar contractor (which we call here the Customer) and if you sign on for UiPath's Services on behalf of Customer (for instance, by using your business e-mail at registration), UiPath assumes you have the relevant power and capacity to do so and references to "you" will include both you as individual and the Customer.
- 1.2. Enterprise Software is subject to their own terms and conditions agreed with UiPath.
- 1.3. We reserve the right to make changes to the Services or the ToU without notice. We will do our best to notify you of material changes by display on our website or within the Services and the updated ToU will be effective within 30 (thirty) days from the notification date or as specified in the notification. If you continue to use the Services after any change, UiPath assumes that you have agreed with said change. Your only remedy for dissatisfaction hereunder is to stop using the Services.
- 1.4. You can contact us using the following details (or as directed in the relevant Service). We will contact you at your registration e-mail or other e-mail we find in public sources. A notice will be considered received the next business day after being sent.
  - Privacy: [privacy@uipath.com](mailto:privacy@uipath.com)
  - Compliance and anti-corruption: [legal.compliance@uipath.com](mailto:legal.compliance@uipath.com)
  - Security: [security.breach@uipath.com](mailto:security.breach@uipath.com)
  - Others: [contractnotice@uipath.com](mailto:contractnotice@uipath.com) or as per the Specific Terms or Policies

## 2. License and IP Rights

- 2.1. **License to Use.** Using any element of UiPath Academy for training purposes will be subject to the UiPath trial terms available on UiPath's website. Subject to your compliance with the ToU, UiPath provides you a right to access, register for, view and use the Content of UiPath Academy under a limited, non-exclusive, non-transferable and revocable license, only in accordance with your role and with any conditions or restrictions associated with a particular feature of UiPath Academy. All other uses are expressly prohibited. Except if expressly stated otherwise in the ToU, you may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use any part of UiPath Academy unless you have been granted explicit permission to do so in a written agreement signed by an authorized UiPath representative. This also applies to Content you can access via any of our APIs.
- 2.2. **IP Rights.** Each party retains the IP Rights over its own Content and Confidential Information. Save to any rights reserved to third parties, UiPath retains all rights, title and interest, including any IP Rights in the Services. UiPath may independently acquire, license, or develop, any IP Rights and technology performing similar functions as the software/workflows developed by, or for, you.
- 2.3. **Feedback.** You hereby grant UiPath, without any compensation to you, a worldwide, unrestricted, perpetual, non-exclusive, transferable, irrevocable, sub-licensable, royalty-free, fully paid-up license to use, copy, modify, create derivative works of, distribute, publicly perform or display, make, have



made, import, export, sell, rent, or license copies of, any feedback that you, in your discretion, may share with UiPath in any manner, including orally, in writing, or by means of documents. To the maximum extent permitted by law, you waive any rights on, or in relation to, any results, derivative works or outputs of any nature (e.g., pre-trained models, model enhancements, templates, or features) resulting from UiPath processing or modifying the feedback shared by you.

### **3. Conditions and Restrictions**

- 3.1.** To access the Services, you must follow the guidelines and fulfill the requirements available on the Service landing page (including the Training Page and Certifications Page), as well as agree to UiPath's Acceptable Use Policy.
- 3.2.** If you are a customer or a partner, UiPath Academy learning content can be shared with you under the following conditions:
  - a) UiPath only shares learning content in SCORM 1.2 or SCORM 2004 4th Edition format;
  - b) You must provide UiPath with a quarterly consumption report;
  - c) The consumption report will be filled in accordance with the template provided by UiPath and will include, but not be restricted to, the following fields: user company, user country, user role/job title, course enrollment date, course completion date, enrollment status (Enrolled, In Progress, Completed);
  - d) The consumption report will be emailed to [scormreports@uipath.com](mailto:scormreports@uipath.com) on the following dates of each year: 20 Jan | 20 Apr | 20 Jul | 20 Oct;
  - e) You must provide UiPath with the email address from which the quarterly reports will be sent. You must communicate this information to the UiPath account manager, who will raise the content sharing request on your behalf.
- 3.3.** Using any UiPath content without fulfilling all of the obligations above will automatically suspend the sharing of any new content and may trigger the suspension of your access to UiPath Academy.

### **4. Content**

- 4.1.** The Services might contain certain Content uploaded by UiPath or any user of the Services, including you. Depending on the Service, you and other users may have access to each other's Content, as indicated by UiPath. You hereby grant UiPath, without any compensation, a worldwide, unrestricted, perpetual, non-exclusive, transferable, irrevocable, sub-licensable, royalty-free, fully paid-up license to use, copy, modify, create derivative works of, distribute, publicly perform or display, make, have made, import, export, copies your Content for the purpose of providing the Services.
- 4.2.** Due to high activity in the Services, UiPath cannot scrutinize all Content and cannot guarantee it will be free of (i) malware or contaminants that may harm your machine, or any files therein or (ii) materials you may find objectionable or inappropriate. UiPath disclaims any responsibility or liability related to third-party Content (including yours, for which you are solely liable) and reserves the right to remove or modify it for any reason, including if it believes it may violate the ToU.



## 5. Privacy and Security

- 5.1. You might share some PII with us strictly for the purpose of performance under the ToU, which we will handle as a data controller in accordance with our Privacy Policy. Please mind that you are responsible for assessing compliance with your applicable privacy laws when using UiPath's Software or Services. When you process (access, receive, disclose, store or otherwise use) PII you are responsible for processing the PII lawfully, informing and where relevant, obtaining the consent of the data subject, in accordance with the GDPR and other applicable privacy laws.
- 5.2. If you are an End User, please note that by using a corporate email address or by choosing an affiliation in your profile, my profile data, learning progress and other usage data may be shared with the owner of the domain (e.g., your employer). You can always choose to use a personal email address instead of a corporate one.

## 6. Fees and Refunds.

- 6.1. The Content on UiPath Academy is currently free. You will be notified in advance about any change in pricing and payments. UiPath's training partners may offer courses for a charge. Any questions or disputes related to payment will be settled directly between you and the relevant training partner.

## 7. Warranties

- 7.1. **NO WARRANTIES.** THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. NEITHER UIPATH, NOR ITS AFFILIATES, LICENSORS, SUPPLIERS, THEIR OFFICERS, EMPLOYEES OR AGENTS ("UIPATH PARTIES"), MAKE ANY WARRANTY OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO SERVICES AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UIPATH SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING AVAILABILITY, SERVICE UPTIME, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ABILITY OF THE SERVICES TO INTEGRATE OR INTEROPERATE WITH OTHER TECHNOLOGIES. UNPLANNED SYSTEM OUTAGES MAY OCCUR AND UIPATH DOES NOT WARRANT THE SOFTWARE WILL RUN UNINTERRUPTED OR ERROR FREE. UIPATH DISCLAIMS ALL LIABILITY FOR HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDER OR ANY THIRD-PARTY CONTENT. CUSTOMER BEARS THE ENTIRE RISK AS TO THE USE OF THE SERVICES.
- 7.2. **Your Warranties.** You represent and warrant at all times that: (i) you have all necessary right and title to enter into the ToU and to perform your obligations hereunder; (ii) you and your users will use the Software in strict accordance with the ToU and with all applicable legislation; (iii) you have obtained all rights, permissions and/or consents necessary for the lawful use of your Content and the operation of the Software; (iv) you have all the required rights in relation to any third-party software or products as to allow performance of any changes, alterations or integrations that you make or have made; (v) no part of your Content infringes or otherwise conflicts with any third-party rights; (vi) you will not engage in any activity that would require UiPath to obtain licenses from or pay royalties to any third party. You expressly agree that the use of the Services and Content is at your sole risk. You shall be solely responsible for fulfilling the terms of any agreement between you, your employees and your End Users, and UiPath shall not be obligated to perform, or be deemed liable for the nonperformance of any of your obligations thereunder.



## 8. Liability

**8.1. EXCLUSIONS.** To the maximum extent permitted by applicable law, in no event will UiPath Parties be liable for any SPECIAL, INDIRECT, MORAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, THE USE OR INABILITY TO USE THE SOFTWARE, COMPUTER MALFUNCTION OR FAILURE, SERVER DOWN TIME, FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS, LOSS OF PROFITS, REPUTATION, USE OR REVENUE, LOSS OR CORRUPTION OF DATA, OR INTERRUPTION OF BUSINESS, regardless if the UiPath Party was aware of the likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability or otherwise. For the avoidance of any doubt, under no circumstances may any UiPath Party be liable for any claims of any kind and nature that may be asserted, granted or imposed against, directly or indirectly, arising from, or in connection with, your Content, your failure to comply with the ToU or use of your account.

**8.2. Limitation of Damages.** Your exclusive remedy against any UiPath Party, for each and all claims, actions, proceedings and damages (individually and together), including direct damages, arising out of, or in connection with, the ToU, and including where the warranty exclusions above are not valid or permitted under the applicable law, is limited up the higher of (i) one hundred (100) USD or (ii) the value of the consideration you paid for the month during in which the loss or breach occurred. These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses and even if UiPath knew or should have known about the possibility of the damages or the likelihood of their occurrence.

**8.3. Indemnification.** You will indemnify any UiPath Party, defend and hold them harmless against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of, or relating to any claims based on, (i). your, and your users use or attempted use of the Services in violation of the ToU; (ii). your violation of the applicable law or rights of any third party; or (iii). your Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

## 9. Compliance

**9.1. Acceptable Use.** You will abide by the ToU including the acceptable use policy available on our website. The Services may contain or may be enjoined by third party components including open source code, which are subject to their own terms and conditions, as detailed on UiPath's website. If you use the Services in conjunction with third-party data, products, services, platforms, etc., then you must comply with the terms and conditions required by such third-party providers, and you will be carrying the entire risk to such use.

**9.2. Third Party Access.** You may only allow your users (which, should UiPath allow it, will include your clients), to use the Services and solely for your direct beneficial business purpose, causing them to comply with the ToU and being liable for their actions. Upon request, you will provide UiPath with details and use reports of all your users.

**9.3. Export Control.** You acknowledge the Content of UiPath Academy may be subject to export control regulations and sanctions including U.S. economic sanctions, European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations (Export Controls and Sanctions). You represent that you or your End Users (i). are not named on any



Export Controls and Sanctions list of restricted parties, (ii). will not knowingly export, reexport or transfer the UiPath Academy Content (or any result therefrom) directly or indirectly, to any country or a foreign national of a country in violation of any such Export Controls and Sanctions and (iii). will not engage in activities that would cause UiPath to be in violation of Export Controls and Sanctions.

- 9.4. Audit.** If you are a business, company, or organization, UiPath may, at its expense, verify that your use, access, installation, or deployment of the Services comply with the ToU. Upon request, you will provide UiPath with details and use reports of all your users. Additionally, no more than once every 12 (twelve) months, UiPath may perform the verifications onsite, either directly or by appointing a sub-contractor, and you agree to provide all the required assistance and support. If the verification discloses a non-conformity you will immediately address it. If there are any underpaid fees for payable Services which exceed 5% of the regular value thereof, then you will also pay for the audit costs.
- 9.5. Confidentiality Obligations.** Parties or their affiliates may exchange information for the purpose of the ToU which will be deemed confidential if it's marked confidential or would normally under the circumstances be considered as such ("CI"). CI does not include information that is independently developed by the recipient, rightfully given to the recipient by a third party without any confidentiality obligations or becomes public through no fault of the recipient. For example, the Services are considered UiPath's CI. The receiving party will treat the CI with no less than reasonable care and will only use the CI for the purpose and for the duration of the relationship under the ToU. The receiving party may only disclose CI: (i) under a written and signed permission document from the disclosing party, or as necessary to comply with applicable law or valid order of a court of law or other governmental body, only if the receiving party promptly notifies the disclosing party of the required disclosure and provides assistance to prevent or limit the disclosure or (ii) to its affiliates, employees, agents, investors or professional advisors, who need to know the CI for the purposes of these ToU and who are bound by confidentiality obligations at least as restrictive as in this section. UiPath may disclose your CI without notice if it reasonably believes necessary to protect the rights or safety of UiPath, its customers, partners, or the public.
- 9.6. Data Use.** UiPath or its Affiliates may also collect and analyze diagnostic, technical, error reports, crash dumps, usage and other telemetry data from Customer's devices and Customer grants them a worldwide, transferable, royalty-free right to access, use and process such data for the purpose of providing and updating the Services, offering support and addressing technical issues.
- 9.7. Customer Content.** UiPath or its affiliates may use Customer Content and information derived from Customer's use of the Software as set forth below, provided that UiPath will anonymize and aggregate such Customer Content and information for the purpose:
- a) product improvement and development of new products and services;
  - b) improving resource allocation and support;
  - c) internal demand and product planning;
  - d) training and developing machine learning algorithms;
  - e) improving product performance;
  - f) verification of security and data integrity;



- g) identification of industry trends and developments, creation of indices and anonymous benchmarking.

**9.8. Report Abuse.** If you suspect a breach of the ToU, you can let us know at [contractnotice@uipath.com](mailto:contractnotice@uipath.com), with the subject: “*Report Abuse Terms of Use*” and by including at least the following:

- a) physical or electronic signature of the owner of an exclusive right allegedly infringed or his authorized representative;
- b) brief description of the breach (plus link to the account of the breaching user and the relevant materials);
- c) name, address, telephone number, and email address of the complaining party;
- d) statement that the complaining party has a good faith belief that use of the material in the manner complained of is not lawful or authorized by the copyright owner or its agent; and
- e) statement declaring that the information in the notification is accurate and, under penalty of perjury, that the complaining party is either the owner of, or, authorized representative of the owner of, an exclusive right that is allegedly infringed,

and if UiPath finds the allegations to be correct, it may remove the offending content, warn the user who posted the Content, and/or temporarily or permanently suspend or disable that user’s account.

## 10. Entity and Dispute Resolution

**10.1. Governing Law.** This Agreement is governed by the laws indicated below, depending on your domicile/headquarters, without regard to conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Computer Information Transactions Act (UCITA) do not apply to this Agreement.

**10.2. Amicable settlement.** Parties agree, as a prior condition for any claim, to settle amicably any dispute arising out of or relating to this Agreement within 90 days from the applicable notice. To the maximum extent permitted by applicable law, the party not complying with this section, will cover, as applicable, the litigation or arbitration costs of the other party, irrespective of the outcome.

**10.3. Arbitration Agreement for Customers in NAMER.** Subject to amicable settlement, if you are established in NAMER, disputes shall be exclusively and finally settled by arbitration in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award will be in accordance with the Governing Law and state the reasons upon which it is based. However, either party may seek injunctive relief to prevent irreparable harm or to enjoin any intellectual property rights misuse in front of the competent courts.

**10.4. Venue.** Parties hereby accept the exclusive jurisdiction of the competent courts of the Venue indicated below and irrevocably waive any objection and defence (including, any defence of an inconvenient forum) which either may have to the bringing or maintenance of any such claim. **THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

Customer	UiPath Entity	Governing Law	Venue
<b>United States of America, Canada or Mexico (NAMER)</b>	UiPath Inc., at 90 Park Avenue, 20th floor, 10016 New York, New York, United States	New York law	New York, State of New York, United States of America
<b>India</b>	UiPath Robotic Process Automation India Private Limited, at 7th floor, Prestige Trade Tower, 46, Palace Road, Sampangi Rama Nagar, Bangalore, Bangalore, Karnataka, India, 560001	Indian Law	Bangalore, India
<b>Rest of the world</b>	UiPath SRL, at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, 010639 Bucharest, Romania	Romanian law	Bucharest, Romania

**10.5. Statute of Limitation.** To the extent permitted by applicable law, any cause of action arising out of or related to the use of the Services or the ToU must be filed within one (1) year after such cause of action arose. Any cause of action which is not filed within such period will be precluded by this provision is permanently barred.

## 11. Termination

**11.1. Term.** The ToU are effective, in respect of each set of Specific Terms, from the date the Customer accesses or installs the associated Services for the entire duration of the license term indicated by UiPath and until terminated in accordance herein. Upon termination you must delete all copies of the Software or any output of the Services, at your expense.

**11.2. Termination for convenience.** You may stop using the Services and terminate your account at any time, however this will not relieve you of any obligation to pay any outstanding fees (if applicable). We may also terminate your use of the free Services at any time, including if we choose to discontinue the Services. In respect of paid Services, we will provide you with reasonable notice in advance.

**11.3. Material termination.** We may immediately and without notice terminate, suspend your right to use and access the Services, or delete your account, if: (i). we have a reasonable suspicion that you have breached or attempted breach these ToU or the applicable law; (ii). provision of the Services is deemed unlawful or infringes any third-party right; (iii). if applicable, you fail to pay the Services fees in due time; (iv). there has been an extended period of inactivity in your free account, or as otherwise regulated under the Specific Terms.

## 12. General

**12.1. Entire Agreement and Interpretation.** In case of inconsistencies between the General Terms of Use and any Specific Terms, the latter will prevail. UiPath, its licensors and their affiliates reserve all rights not expressly granted in the ToU. UiPath affiliates, its licensors and their affiliates are third-party beneficiaries of the ToU and are entitled to enforce them.





- 12.2. Change of Control.** You must notify us with 30 days prior to you or your affiliates (i). being acquired by, selling substantially all of the assets to, merging with, or changing the control in favour of, a direct competitor of ours, or (ii). changing your main object of activity into a business competing with us.
- 12.3. Non-Assignment.** You may not assign or otherwise transfer these ToU or your rights and obligations under the ToU, in whole or in part, without UiPath's written consent and any such attempt will be void. UiPath may transfer its rights under these ToU to a third party, in which case these ToU will be updated and made available on the UiPath website.
- 12.4. Publicity.** If you're a legal entity, you hereby grant UiPath a transferable, sub-licensable, royalty-free, non-exclusive, worldwide, valid for the entire duration of the rights, license to copy, host, store, distribute, publicly perform, display, incorporate into other works and otherwise use your trademarks, service marks and logos in our marketing materials, for the purpose of promoting our Services and events. You authorize UiPath to publicly identify them, you, as applicable, as beneficiary of UiPath Academy, and to include your name and logo on UiPath's website, online platforms and on any promotional materials. Subject to these ToU and solely subject to compliance with UiPath's Trademark & Copyright Use Policy and UiPath's requirements, you may use the appropriate UiPath names, logos and trademarks. You must request prior consent from UiPath before making any statement related to UiPath or UiPath Academy in the media, in press releases, briefings or conferences, other than to mention your status as beneficiary of UiPath Academy. You must promptly cease any use of UiPath trademarks identified by UiPath as problematic. You also agree not to contest the validity of ownership of any UiPath trademarks. All goodwill arising from use of UiPath's trademarks inures to UiPath.
- 12.5. Guidelines for End Users.** Any Entity accepting the ToU undertakes to provide End Users with all relevant information contained therein. Some elements of UiPath Academy may be downloaded to your computer, phone or other device. By using UiPath Academy you confirm the acceptance of the ToU.
- 12.6. UNUSUAL CLAUSES.** YOU HEREBY EXPRESSLY ACKNOWLEDGE AND ACCEPT THE PROVISIONS OF THE FOLLOWING SECTIONS AND THE CLAUSES CONTAINED THEREIN: **BINDING AGREEMENT, IMPORTANT, LICENSE AND IP RIGHTS, CONDITIONS AND RESTRICTIONS, CONTENT, PRIVACY AND SECURITY, FEES AND REFUNDS, WARRANTY AND LIABILITY, TERMINATION, COMPLIANCE, REPORT ABUSE, CHOICE OF LAW AND DISPUTE RESOLUTION, PUBLICITY, GUIDELINES FOR END USERS, EXPORT CONTROL**
- 12.7. Survival.** Any and all provisions that, by their content, are intended to apply beyond, the performance, non-renewal or termination of the Agreement will survive any termination hereunder (whether or not so expressly stated).

**We reserve the right to update the ToU on <https://www.uipath.com> at any time without prior written notice. Last update made on: 15 July 2021.**