

IPsoft / DigitalWorkforce.ai Digital Employee Additional Terms of Use

Last Updated: 2020 February 11 (Replacement of 1Store with new brand name of DigitalWorkforce.ai; correction of grammatical errors; reference to requirements of CCPA and GDPR)

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These Additional Terms govern your use of IPsoft DigitalWorkforce.ai Digital Employees (the “Digital Employee Additional Terms”). and are incorporated by reference into the IPsoft General Terms of Use (“General Terms”) located at <https://www.ipsoft.com/legal/general-terms-of-use-ipsoft/> (these Digital Employee Additional Terms and the General Terms are collectively referred to as “Terms”). Capitalized terms not defined here have the same meaning as defined in the General Terms.

Summary

- You may access and use content (which includes, but is not limited to, any application, file, code, document, text, data or other materials—a “Digital Employee”) from the DigitalWorkforce.ai (website) subject to the limitations summarized here.
- By accessing or using a Digital Employee, you agree to be bound by the Terms. The use of some Digital Employees may be subject to additional terms listed separately. Please note that separate terms may cover the use of an IPsoft DigitalWorkforce.ai account.
- Every Digital Employee belongs to either IPsoft (including any of its affiliates) or a third party (the “Owner”) and the right to use such Digital Employee is granted directly to you by the Owner. IPsoft cannot grant you permission to use any data owned by a third party.
- IPsoft makes no warranties with respect to any Digital Employee and you agree that IPsoft shall not be liable to you in connection with your use of any Digital Employee, except as we have set out in these Terms.

Agreement

For clarity, “IPsoft” means IPsoft Incorporated and its affiliates and subsidiaries.

By accessing or using a Digital Employee, you agree to be bound by these Terms. If you disagree with any of the Terms, you are not granted the right to use any Digital Employee. If you are dissatisfied with any part of any Digital Employee or these Terms, your only recourse is to stop using any Digital Employee.

By accessing or using any Digital Employee, you represent that you have full power, capacity, and authority to accept the terms of these Terms. If you are accepting on behalf of your employer, or another entity, you represent that you have full legal authority to bind your employer or such entity to these Terms. If you don’t have the legal authority to bind, please ensure that an authorized person from your entity consents to and accepts the terms of these Terms.

IPsoft reserves the right to modify, limit, suspend, or discontinue your, or any user’s, access to DigitalWorkforce.ai, a Digital Employee, or the terms of these Terms at any time without notice. Please also be aware that IPsoft may update, at its discretion, the IPsoft and DigitalWorkforce.ai websites with terms and conditions and policies (including privacy policies) that will also apply to the use of Digital Employees and the DigitalWorkforce.ai website. It is your responsibility to regularly check the DigitalWorkforce.ai and IPsoft websites to review and comply with any changes or updates to these Terms and any other applicable terms.

Upon termination of a Digital Employee right to use, you shall cease all use of any Digital Employee.

Scope of Digital Employee Right to Use

Digital Employees are owned by IPsoft or third parties (the Digital Employee’s “Owner”). All Digital Employees are the proprietary intellectual property of the Digital Employee’s Owner, with all rights reserved. These Terms grants you no right, title, or interest of any kind in any Digital Employee or a Digital Employee’s existing and/or underlying data. Digital Employees are subject to a grant of a right to use and are not sold to you.

Although IPsoft makes third-party Digital Employees available through DigitalWorkforce.ai, it cannot and does not grant you a license for such third-party Digital Employees. The Owner of a Digital Employee directly grants to you a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sub-licensable right to access and use any Digital Employee to which you have

properly gained access, provided that you keep all copyright or other proprietary notices intact, and subject to the terms of these Terms.

Specifically, you may not—except to the extent enforcement of the foregoing is prohibited by applicable law—reverse engineer, decompile, decode, decrypt, disassemble, or otherwise attempt to copy or derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of a Digital Employee or permit or induce the foregoing.

You may, however, otherwise use and/or add to any Digital Employee to the extent necessary to achieve interoperability with IPsoft’s Services or Software while you are permitted to use such Digital Employee under those terms that govern your usage of the Digital Employee (such terms are your “IPsoft Contract”). When your IPsoft Contract terminates, the right to use granted herein also terminates, and you must cease use of the Digital Employee and any of the Digital Employee’s existing or underlying data or code. Further, you may not disclose any information associated with a Digital Employee to any third party or use it to create any software which is substantially similar to IPsoft’s Services or Software or any Digital Employee. Any other use of any Digital Employee is strictly prohibited and will terminate the right to use granted herein. Such unauthorized use may also violate applicable copyright, trademark, communications, or other laws and regulations.

IPsoft reserves the right to identify and enforce a transaction limit related to the access and usage of each Digital Employee. This transaction limit may be based on (a) interactions with human beings or other software; (b) number of API calls required; (c) data transfers; (d) storage space; and/or (e) other metrics defined by IPsoft. If IPsoft specifies a transaction limit, it will be disclosed to you via the IPsoft and/or DigitalWorkforce.ai websites no less than thirty (30) days prior to such transaction limit going into effect. You may have a separate agreement with IPsoft related to transaction limits; if so, the transaction limit specified on the IPsoft and/or DigitalWorkforce.ai websites will not apply during the term of such agreement. If you reach or surpass your transaction limit, IPsoft may, at our sole discretion, take any of the following actions: (a) increase your transaction limit subject to a per-transaction or multi-transaction charge; (b) implement an additional Digital Employee to your account, subject to fees for such additional Digital Employee; (c) limit or discontinue your Digital Employee usage until the next billing cycle; and/or (d) take other reasonably necessary actions to ensure proper usage of our Software and Services.

Customer Acknowledgements

A Digital Employee’s Owner represents and warrants that it owns the Digital Employee and/or any requisite licenses or authorizations necessary to grant you this right to use. However, some underlying data in a Digital Employee may be owned by third parties and the grant of this right to use does not override a third-party owner’s copyrights, trademarks, requirements, use restrictions, or other propriety rights and protections. IPsoft cannot and does not grant permission to use a third party’s data, and you are solely responsible for acquiring from such third-party owners and complying with whatever rights, requirements, and/or restrictions apply to such data. You understand and agree that IPsoft makes no representations or warranties that a Digital Employee does not infringe on any owner’s intellectual property rights.

You also understand that IPsoft in no way recommends or endorses any third-party Digital Employee, product, service, or company simply by permitting a party to access the DigitalWorkforce.ai website to provide or access and use a Digital Employee. You represent and warrant that you will not use, or permit the use of, a Digital Employee or any information obtained through the DigitalWorkforce.ai website in a manner that is harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.

You grant IPsoft and our affiliates, during the term of your right to use a Digital Employee, a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store and display Customer Data, solely to the extent necessary to provide the Digital Employee service to you and enforce our rights under these Additional Terms. “Customer Data” means any data or information, including Your Content, not supplied by us that you or your end users input (in any matter) into your Digital Employee(s) or transmit via your Digital Employee and DigitalWorkforce.ai account(s).

You may use Digital Employees solely for your own business purposes and will not make your password available to any third party. You agree that your use of Digital Employees is governed by the laws, policies and regulations of individual countries, regions and industries, and it is your responsibility abide by those, laws, policies and regulations. You agree that you will rely on independent legal counsel to determine the viability of Digital Employees for your organization.

We may store Customer Data so long as the size of that storage does not exceed the amount of storage associated with your account, if any. We may create reasonable limits on the use and storage of Customer Data, such as limits on file size, storage space, and other technical limits. Customer Data may be deleted if you fail to pay fees due, or if required by law. In the event we

delete Customer Data pursuant to this section, we will use commercially reasonable efforts to allow you to transition your Customer Data out of the Digital Employee service. You agree that you are solely responsible for complying with all applicable document retention laws and regulations including any duty to provide notice to third parties about retention or deletion of documents.

Information Security

As between us and you, you are solely responsible for all Information of Participants used and submitted in connection with Digital Employees. For the purposes of these Additional Terms, "Participants" are any party that interacts with a Digital Employee as a result of such party's relationship with or connection to you, whether individual or entity, including your end users, employees, customers, or otherwise. You must:

- (a) comply with all data protection and privacy laws and rules applicable to personally identifiable information of Participants;
- (b) obtain and maintain consent from Participants to your access, use, or disclosure of personally identifiable information of Participants;
- (c) obtain all authorizations from Participants required to enable us to provide the Digital Employee(s); and
- (d) defend, indemnify, and hold us harmless from any claim, suit or proceeding brought against us by a Participant in connection with any acts or omissions with regards to personally identifiable information of Participants.

In addition to your responsibilities set forth in the paragraph above above, you specifically acknowledge and agree that you are solely responsible for compliance with:

- (a) the Children's Online Privacy Protection Act of 1998 ("COPPA") including not collecting information from children under the age of thirteen (13) without first obtaining parental consent;
- (b) the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH"). We are not acting on your behalf as a Business Associate as that term is defined in HIPAA when providing the Services to you; and
- (c) data protection and privacy laws and rules (including the California Consumer Privacy Act and the General Data Protection Regulation) applicable to any other sensitive information, including but not limited to social security numbers, credit card numbers, drivers' license numbers, and bank account information, obtained or used in connection with use of the Services by you and Participants.

Communications related to Digital Employees are generally sent to Participants by you and not by us. As a result, even though certain Participants may have opted-out from receiving communications from us, those Participants may receive certain Digital Employee-related emails sent by you. In addition, if applicable, we may send emails to Participants in your name as your agent, at your request, and on your behalf. You are solely responsible for those emails and their contents.

You are responsible for configuring and using the security features of the Digital Employee service to meet your obligations to end users under applicable privacy, security, and data protection laws, including the California Consumer Privacy Act and the General Data Protection Regulation. You are responsible for the security of transmissions, communications, and integrations from your usage of Digital Employee(s). We are not liable for damages arising out of unauthorized access to your account or to Customer Data if you fail to follow secure password composition, management, and protection practices for your account. We will maintain commercially reasonable administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of Customer Data that is under our direct control within our Software and Services.

Interpretation

Any construction or interpretation to be made of these Terms shall not be construed against the drafter. These Terms constitute the complete and entire agreement between you and IPsoft with respect to the subject matter hereof, and it supersedes all other communications and agreements, oral or written, relating to the subject matter hereof.

By accepting and using any Digital Employee, you agree that you have read and understand the terms of these Terms.