August 2019

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10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2   Either party may assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from the other party to any affiliate, provided that the assigning party shall be responsible for any failure of such affiliate to perform its obligations under this Agreement. Any other assignation, delegation or transfer is subject to the other party's approval, which shall not be unreasonably withheld.

10.3   This Agreement and the associated purchase order, quote, invoice, or Order Form, is the entire agreement between Licensor and Licensee regarding Licensee's use of the Software and Documentation, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable purchase order, quote, invoice, or Order Form, (2) any exhibit, schedule or addendum to this Agreement, (3) the body of this Agreement, and (4) the Documentation.

10.4   The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.5   This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed exclusively in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule.

10.6   Customer hereby grants LEAPWORK a non-exclusive license solely during the term of this Agreement to list Customer's name and display Customer's logo in the customer section of LEAPWORK's website and to use Customer's name and logo in LEAPWORK's customers list but at all time only to the extent that other customers of LEAPWORK are also listed on such list. Any other use by LEAPWORK of Customer's name, logo or trademark requires the prior written consent of Customer.

10.7   The federal courts of the United States or the courts of the State of California in each case located in the City of San Francisco and County of San Francisco, will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.

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