LEAPWORK - END USER LICENSE AGREEMENT

UPDATED: FEBRUARY 16, 2022

PLEASE READ THIS END USER LICENSE AGREEMENT (“EULA”) CAREFULLY.

BY INSTALLING AND USING THE SOFTWARE AND SERVICES OF LEAPWORK, - “YOU” (THE PERSON INSTALLING THIS SOFTWARE ON YOUR OWN BEHALF OR ON BEHALF OF LICENSEE, IF APPLICABLE, ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND EXPRESSLY AGREE TO BE BOUND BY THE TERMS IN THIS EULA AS OF THE EFFECTIVE DATE.

THIS EULA IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE LEAPWORK ENTITY IDENTIFIED IN SECTION 13 BELOW (HEREAFTER “LEAPWORK”) FOR THE USE OF THE SOFTWARE AND SERVICES EVEN THOUGH IT IS ELECTRONIC AND IS NOT PHYSICALLY SIGNED BY YOU.

IF YOU ARE ENTERING INTO THIS EULA AS A USER OR PARTNER ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANISATION, OR ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO BIND SUCH ENTITY TO THIS EULA, IN WHICH CASE THE TERMS <<LICENSEE>>, <<YOU>>, AND <<YOUR>> SHALL REFER TO SUCH ENTITY INSTEAD OF YOU.

IF YOU DO NOT AGREE TO BE BOUND BY THIS EULA YOU ARE EXPRESSLY PROHIBITED FROM USING, INSTALLING, DOWNLOADING THE SOFTWARE. DISCONTINUE THE INSTALLATION OF THE SOFTWARE AND IMMEDIATELY DELETE ANY PORTION OF SOFTWARE ALREADY INSTALLED.

TO THE EXTENT PERMITTED BY LAW, LEAPWORK RESERVES THE RIGHT TO UPDATE THIS EULA AT ANY TIME AND WITHOUT ANY PRIOR NOTIFICATION, EFFECTIVE WITHIN 7 DAYS FROM THE DATE OF SUCH UPDATE. IT IS YOUR RESPONSIBILITY TO CHECK THE THEN-APPLICABLE EULA ON A REGULAR BASIS.

NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS EULA, AND THIS EULA EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR’S SOFTWARE.

1. DEFINITIONS

For the purposes of this EULA, the following terms have the following meanings:
**Agreement:** means any written agreement executed or accepted by and between Leapwork and the Licensee for the licensing of the Software and the related Services including, as applicable, this End User License Agreement, any executed Order Form, a SOW, the Documentation, and any other terms attached, linked to, or included therein by reference.

**Affiliates:** means any corporation, partnership, or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by, or under common control of a party to this EULA or an Agreement. For purposes of this definition “control” means the direct possession of a majority of the outstanding voting securities of an entity.

**Agent/Robot:** executes automation cases on virtual machines or in the cloud.

**Confidential Information** has the meaning given to it in section 5.1 (Confidentiality and Privacy).

**Controller:** is a server that stores all automation assets and orchestrates running and gathering results.

**Customer:** means Licensee as defined herein.

**Customer Data:** means any electronic data or information that is submitted, collected, processed, or managed by or for the Licensee in conjunction with Licensee’s use of the Software or Services and that is not part of the Software itself.

**Documentation:** means the documentation provided by Leapwork to assist Users in the use of the Leapwork Platform, describing the operational functionality of (elements of) the Software, including user and system administrator guides and manuals, found at: https://www.leapwork.com/product/documentation.

**Deliverable:** means all documents, reports, including any code or other tangible development work provided by Leapwork as part of the Professional Services, as further described in this Order Form or SOW.

**Effective Date:** means the earlier of: (i) the date on which the last party executed the Agreement or (ii) installation of the Software by a User.
**Initial Subscription Period:** means the initial period commencing on the Start Date and continuing until the date identified as “End Date” in an executed Order Form, and not including any Renewal Term.

**End Date:** means the date when the license term for the Software and/or any related Services ends either by termination under Section 10, or expiration of the Subscription Period.

**Fees:** means the Subscription Fees, the Service Fee and any other fees or prices payable under this EULA or the Agreement by Licensee, or Partner/Contracting Entity if applicable, and as further detailed in an executed Order Form.

**Intellectual Property Rights:** means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights including all extensions or renewals of such rights, whether or not such rights are registered or capable of registration, as well as the right to claim priority therefrom, and similar or equivalent rights or forms of protection that subsist or will subsist, now or in the future, in any part of the world including as otherwise defined or regulated under the applicable law.

**Licensee:** means the natural person or corporation, governmental organization, or legal entity that has entered into this EULA, as applicable, by (i) by the execution of an Agreement with Leapwork where Licensee is identified in the Order Form; or (ii) accepting the EULA included by Leapwork in the Software, or (iii) by executing the EULA shared by Leapwork, or Partner/Contracting Entity on Leapwork’s behalf for licensee’s acceptance. For the avoidance of doubt, “acceptance” in this definition shall mean agreeing to the EULA by click-through acceptance, installation of the Software that contains this EULA, or by any other legally recognized method of accepting the EULA.

**Major Release:** means an upgrade to the Software that Leapwork may provide to Licensee from time to time during the Subscription Period by publishing it on https://www.leapwork.com/releases and whose primary purpose is to upgrade, i.e. to add new functionality or enhance the performance of the Software, but such upgrade expressly excludes access to new software products or modules (whether or not branded as
software) that Leapwork markets and prices separately. For the avoidance of doubt, Leapwork shall not rebrand existing functionality in the Software and market it separately to oblige existing customers to obtain a license for such rebranded functionality.

**Order Form:** means an ordering document provided by Leapwork and signed by Licensee (or Partner/Contracting Entity if applicable), which details, without limitation, the licensed Software, the applicable Initial Subscription Period, Subscription Fees payable by Licensee or Partner/Contracting Entity if applicable), any applicable Services to be provided by Leapwork, and sets out the applicable usage limitations for the Software or for any applicable Services or the Documentation.

**Partner:** means a separate legal entity which Leapwork has a valid partner contract in place for the promotion or sublicensing of the Software and related Services or for placing and processing orders from licensees and identified in the applicable Order Form for taking on the payment obligations. Any reference to Licensee in the EULA included in an Order Form executed by a Partner shall be interpreted as also referring to that Partner with regard Licensee’s payment and notification obligations, if applicable.

**Personal Data:** means any information relating to an identified or identifiable natural person that can directly or indirectly identify the natural person, as defined by Regulation (EU) 2016/679 (GDPR). A person’s data will be deemed not to be identifiable only if the information is anonymous and no link can be established between the sets of anonymous information and the natural person concerned.

**Professional Services:** means any consultancy services, teaching, or instructional content, including any related documentation and Deliverables delivered by Leapwork or its Affiliates as set forth in an applicable Order Form or Statement of Work ("SOW"), but for the avoidance of doubt expressly excluding any Support Services that are provided in connection with the EULA).

**Service Fee:** means the fee payable by the Licensee or Partner/Contracting Entity, as applicable, to Leapwork payable for the Professional Services as described in the Order Form.

**Services:** means any services the Licensee may request from Leapwork and Leapwork agrees to provide related to the Software.
**Service Release**: means updates to the Software released by Leapwork to all customers licensing the same edition of the Software and which may contain, among other things, error corrections, enhancements, improvements, changes to the User interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software and expressly excludes another software edition and its functionality or any future products or software marketed separately by Leapwork.

**Software**: means the software platform provided or branded by Leapwork whether such software is provided physically at the Licensee's location, through the internet, or installed on the Licensee's hardware and that is licensed to Licensee under this EULA in the edition detailed in an Order Form and that includes Software Releases, and expressly excludes any Third-Party Software.

**Software Release**: means any Major Release, or Service Release of the Software including any updated Documentation, that Leapwork may provide to Licensee from time to time during the Subscription Period by publishing it on [https://www.leapwork.com/releases](https://www.leapwork.com/releases).

**Source Code**: means program source code, specifications, programmers' comments and notes, and all other materials (including assembly, linkage, and other utilities) and documents reasonably necessary or desirable to enable a reasonably skilled programmer to understand, maintain, amend, and enhance the Software without reference to any other person or documentation whether in eye-readable or machine-readable form.

**Start Date**: means for Software license the date when Licensee receives the license key for the Software from Leapwork.

**Studio**: means the visual designer application that is used to create and maintain automation cases as well as review results.

**Subscription Fee**: means the recurring price payable by the Licensee to Leapwork or Partner/Contracting Entity if applicable, as described in the applicable Order Form for the licensing of the Software and included Support Services covering a period of twelve (12) months.

**Subscription Period**: means the limited term for which Leapwork offers the recurring/ongoing Software license and any included Services, as set forth in the relevant Order Form or as programmed in the temporary license key for the Trial Use Software. A Subscription Period as defined under an applicable Order Form starts with the Initial
Subscription Period and includes all subsequent renewal terms (where each such additional renewal term shall be referred to individually as “Renewal Term”) if applicable.

**Support Services:** means the support and maintenance services as detailed in the applicable Order Form.

**Third-Party Software:** means third-party software and professional services that are provided by third parties which interoperate with or are used in connection with the Software.

**Third-Party Terms:** means terms and conditions agreed between the Licensee and any third-party vendors relating to Third-Party Software, if applicable.

**Studio User:** means a named individual authorized to use the Software on behalf of the Licensee and that is either an employee of the Licensee, an independent contractor, consultant, Partner, or similar person working on behalf of the Licensee.

2. **LICENSE GRANT**

2.1. As of the license Start Date and subject to the Licensee’s compliance with this EULA, and in consideration for the payment of the Subscription Fee set forth on the applicable Order Form, Leapwork hereby grants to the Licensee a non-exclusive, non-transferable, non-sublicensable, time-limited, subscription-based (as provided herein) license to use the Software, in object code only, for the applicable Subscription Period, for the use of the Software and included Services solely in accordance with the Documentation and for the Licensee’s internal business purposes only and to be used by a User with a unique user log-in. The Licensee is entitled to make copies of the Software as may be necessary for ordinary backup and archival purposes.

2.2. Subject to the restrictions on Confidential Information, the Licensee grants to Leapwork a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Software any suggestion, enhancement request, recommendation, or other feedback provided by the Licensee or the Licensee’s Users relating to the operation, use of the Software and the related Services.

2.3. The Software contains features designed to interoperate with Third-Party Software. If the Licensee decides to use any of these features, the Licensee agrees that the rights and licenses with respect to Third-Party Software shall be subject to any Third-Party Terms agreed between the Licensee and the Third-Party vendors of such Third-Party
Software and any Third-Party Software linked to the Software is the sole responsibility of the Licensee. Any amounts payable to Third-Party vendors under such agreements are the sole responsibility of the Licensee and shall be paid directly by the Licensee to such Third-Party vendors unless otherwise agreed in the Order Form. Leapwork shall have no responsibility or liability with respect to such links to Third-Party Software.

2.4. Trial Use Software. Notwithstanding anything to the contrary in Sections 2.1 and 7.2 of this EULA, if the Software is provided by Leapwork or its Affiliates on a trial basis to Licensee ("Trial Use Software"), then the applicable license grant is found hereafter: Subject to the Licensee’s compliance with this EULA, Leapwork grants, in its sole discretion, a non-exclusive, non-transferable, non-sublicensable, time-limited license for the term programmed in the Trial Use Software license key only to use the Software for Licensee’s internal software evaluation purposes only and expressly excluding any production use, or for a Partner, also for the fulfillment of Partner’s obligations under any agreement it has with Leapwork or its Affiliates. The license for the Trial Use Software is subject to termination for convenience by Leapwork, at any time, and for any reason and is provided with no warranties whatsoever. For the avoidance of doubt, the Trial Use Software and limited trial license does not include any Support Services, unless expressly provided for in a written agreement signed by the parties.

3. USE RESTRICTIONS

3.1. The Licensee shall not, directly, or indirectly:

3.1.1. use or copy the Software, or Documentation (in whole or in part) except as set out in Section 2.1.

3.1.2. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software, or Documentation (or any part thereof).

3.1.3. combine the Software (or any part thereof) with or incorporate the Software (or any part thereof) in any other programs without written approval from Leapwork.

3.1.4. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software (or any part thereof).

3.1.5. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software, or the Documentation including any copy thereof.
3.1.6. rent, lease, lend, sell, resell, license, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Software, or the Documentation or any features or functionality of the Software, for any reason, to any other person or entity, including any subcontractor, independent contractor, Affiliate, or service provider of the Licensee without written approval from Leapwork;

3.1.7. use the Software in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems.

3.1.8. use the Software in violation of any applicable federal, state, or local law, regulation, or rule; or

3.1.9. access and use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to Leapwork's commercial disadvantage.

3.2. The Licensee's use of the Software, Services, and Documentation is subject to the usage limitations set out either (i) in the applicable Order Form including but not limited to the number of Studio Users, Controllers, Agents/RoBots, or any other designated metric included in the Order Form, or (ii) for the trial User Software, the limitations coded in the License Key. If it is revealed that Licensee has surpassed its applicable usage limits, or Permitted Usage for the Software, it shall pay for the Subscription Fees for the Software. The parties shall work in good faith to execute an Order Form to reflect the actual Software license usage and applicable Subscription Fees.

3.3. The Licensee is responsible and liable for all Users of the Software, Services, and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software, Services, and Documentation by its Users or by any other person to whom Licensee or a User may provide access to or use of the Software, Services, and/or Documentation, whether such access or use is permitted by or in violation of this EULA or the Agreement, if applicable.

3.4. The Licensee is responsible for the accuracy, quality, and legality of any Licensee Data, the means by which the Licensee acquired any Licensee Data and its use thereof in connection with the Software or the Services.
3.5. The Licensee shall use reasonable efforts to prevent unauthorized access to or use of the Software, Documentation and notify Leapwork immediately of any such unauthorized access or use. Any use of the Software, Documentation in breach of the foregoing by the Licensee and that in the Leapwork’s judgment threatens the confidentiality, integrity, or availability of the Software, may result in Leapwork’s immediate suspension of the Software license. If the Licensee has an applicable Order Form for the license, such suspension will be notified to the Licensee and the Licensee shall have an opportunity to remedy such violation or threat prior to any suspension by Leapwork.

4. FEES

Unless otherwise provided in an executed Agreement, the following subscription terms apply to a Software license ordered directly from Leapwork:

4.1. The Licensee shall pay to Leapwork the applicable Subscription Fee and any applicable Service Fees set forth in the applicable Order Form. For the avoidance of doubt, the parties agree that Subscription Fees are fully earned upon the grant of the Software license key. All Subscription Fees cover an Initial Subscription Period of twelve (12) months unless otherwise agreed in writing. All Subscription Fees are, prepaid annually without any deduction, offset, setoff, counterclaim, or reduction, recoupment or other charge and are non-refundable, except as set out in Section 10.

4.2. Except as expressly provided in the applicable Order Form, Subscription Fees (and recurring Service Fee) for each Renewal Period will be equal to the corresponding Subscription Fee (and recurring Service Fee) in effect at the end of the Initial Subscription Period or immediately preceding Renewal Period, as applicable, escalated at a rate of five percent (5%) per annum for the duration of the immediately succeeding Renewal Period.

4.3. The Licensee agrees that paying the applicable Subscription Fee agreed in the Order Form is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Leapwork regarding future functionality or features.

4.4. Unless otherwise agreed in an executed Order Form, full payment for invoices issued must be received by Leapwork no later than thirty (30) days after the date of the invoice. Unpaid amounts are subject to a late interest at the rate of 1.5% of the outstanding balance per month, or the maximum permitted by law, whichever is lower, plus all expenses
(including attorneys' fees) of collection and may result in immediate termination of the license granted to the Licensee hereunder.

4.5. If applicable and provided no other payment schedule is agreed in an applicable Order Form or Statement of Work, Leapwork shall invoice the Service Fees on the first day of every month for the Professional Services actually provided to Licensee in the previous month as per approved time sheets. A correctly rendered invoice shall be payable within thirty (30) calendar days from its receipt.

4.6. If any Fee owed by the Licensee under this EULA is 30 days or more overdue, Leapwork may, without limiting its other rights or remedies, accelerate the Licensee’s unpaid Fee obligations under this EULA and suspend the Software license, stop provision of any ongoing Professional Services, or not allow Licensee’s employees to participate in a certification Exam until such amounts are paid in full.

4.7. All Fees and any other applicable sums payable under this license are exclusive of VAT or any relevant local sales tax, value added tax, or withholding taxes. The Licensee is responsible for all taxes associated with the Software and Services, if any, other than domestic taxes based on Leapwork’s net income.

4.8. Notwithstanding anything to the contrary in this Section 4, and only for as long as Licensee complies with the terms and conditions of this EULA, the Trial Use Software is provided without any applicable Subscription Fees.

5. CONFIDENTIALITY AND DATA PRIVACY

5.1. Each party receiving confidential information (the “Receiving Party”) of the other party (the “Disclosing Party”) agrees that the latter has disclosed or may disclose non-public information relating to, without limitation, its business, technology, or finances (hereinafter referred to as “Confidential Information”). Confidential Information of Leapwork includes, without limitation, all non-public information regarding the Software’s features, functionality, performance, product roadmap and especially its Source Code. Confidential Information of the Licensee includes non-public data provided by the Licensee to Leapwork to enable the provision of the Software. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information as it would to protect its own Confidential Information but no less than a reasonable degree of care, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any Third Party any such Confidential Information.
5.2. The Licensee may share some Personal Data with Leapwork strictly for the purpose of enabling Leapwork to provide the Software or Services (i.e., names, e-mail addresses and other contact information provided by the Licensee) (hereafter "Account Information") Account Information is Personal Data and shall be handled in accordance with Leapwork’s Privacy Policy as found on https://www.leapwork.com/privacy-policy. Leapwork reserves the right to modify its Privacy Policy at its sole discretion from time to time.

5.3. Any Customer Data, which may include Personal Data, may be used with the Software, at Licensee’s sole discretion as a data controller. All Customer Data used with the (Trial Use) Software, is solely running on servers managed by the Licensee as data controller and Leapwork has no access to any Personal Data used with the Software. Unless otherwise stated in an executed Agreement, Licensee acknowledges that Leapwork does not process any Customer Data in conjunction with the Software and as such, Leapwork shall have no liability relating to Licensee’s processing of Personal Data connection with the Software.

5.4. With regard to any processing of Account Information or any incidental Personal Data under or in connection with this EULA, or the Agreement as applicable, each party shall comply at all times with its obligations under applicable data protection laws and regulations to any Personal Data processed under or in connection with the EULA including, without limitation, the General Data Protection Regulation 2016/679 ("GDPR"), and all national legislation implementing or supplementing the foregoing, all as amended, re-enacted and/or replaced and in force from time-to-time. In this respect, both parties will take appropriate technical and organizational security measures, considering both the state-of-the-art technologies and the costs of implementation, against unauthorized or unlawful processing or further processing of Personal Data, and against accidental loss or destruction of, and damage to each parties’ Personal Data.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Licensee acknowledges that the Software, the Documentation, are provided under license, and not sold, to Licensee. The Licensee does not acquire any ownership interest in the Software or the Documentation under this EULA, or any other rights to the Software and Documentation other than to use the Software, and Documentation in accordance
with the license granted under this EULA or any executed Agreement between the parties on the same subject matter, subject to all terms, conditions, and restrictions therein.

6.2. Leapwork reserves and shall retain their entire right, title, and interest in and to the Software and Documentation and all intellectual property rights arising out of or relating to the Software and Documentation, subject to the license expressly granted to the Licensee in this EULA.

6.3. The Licensee shall use commercially reasonable efforts to safeguard the Software, Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

7.1. Each party represents that it has validly entered into this EULA and has the legal power to bind such party to the terms and conditions of this EULA.

7.2. If this EULA is contained in an executed Agreement that includes an obligation for Licensee to pay an applicable Subscription Fee, Leapwork warrants to Licensee that during the applicable Subscription Period the Software on a stand-alone basis in its unaltered state and not used in combination with any other products, technologies, or services (i) will perform materially in accordance with the applicable Documentation; and (ii) will not infringe any intellectual property rights held by third parties. In the event of a breach of the foregoing warranty, Leapwork shall, at its own discretion, either (i) deliver a new copy of the Software without any such non-conformance, or (ii) remedy or correct any such non-conformance free of charge, provided that the Licensee provides reasonable information (e.g., error-logs) for Leapwork to assess and remedy the breach.

7.3. WITH REGARD TO THE SOFTWARE, DOCUMENTATION AND SERVICES OR ANY OTHER OFFERING PROVIDED BY LEAPWORK UNDER THIS EULA, LEAPWORK PROVIDES NO ADDITIONAL WARRANTIES OTHER THAN THE ONES EXPRESSLY SET OUT IN THIS SECTION 7. FOR AVOIDANCE OF DOUBT, NO WARRANTIES ARE PROVIDED OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE IN RELATION TO (I) FITNESS FOR A PARTICULAR PURPOSE, (II) THE ACCURACY OR TIMELINESS OF THE SOFTWARE OR INFORMATION AVAILABLE FROM THE SOFTWARE; OR (III) THE INTEROPERABILITY WITH THE LICENSEE OR THIRD-PARTY SOFTWARE. THE LICENSEE UNDERSTANDS THAT THE SOFTWARE AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS ONLY AND LEAPWORK DOES NOT WARRANT THAT THE LICENSEE’S USE
OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE LICENSEE BEARS THE ENTIRE RISK OF USING THE SOFTWARE AND THE DOCUMENTATION.

7.4. THE REMEDIES SET FORTH IN THIS SECTION 7.2 and 7.3, IF ANY, ARE LICENSEE’S SOLE AND EXCLUSIVE REMEDIES AND LEAPWORK’S SOLE LIABILITY UNDER THIS EULA AND THE LIMITED WARRANTY SET FORTH IN THIS SECTION 7.

8. INDEMNIFICATION

8.1. Leapwork will defend the Licensee against claims brought against the Licensee by a third party alleging that the Licensee’s use of the Software and Documentation (but expressly excluding any Trial Use Software), as permitted hereunder, infringes intellectual property right, or constitutes a misappropriation of a trade secret of a third party. Leapwork shall pay any costs, liabilities, losses, and expenses (including but not limited to, reasonable attorneys’ fees) finally awarded against the Licensee either in judgment or settlement agreed to by Leapwork in writing. Excluded from Leapwork’s above indemnification obligations are claims to the extent they are arising from or related to: (i) use of the Software and Documentation in violation of this EULA, an Agreement or applicable law; (ii) continued use by the Licensee of the Software and Documentation after Leapwork has notified the Licensee in writing to cease the use of the Software and Documentation; (iii) any claim relating to any Third-Party Software or the Licensee Data; (iv) modifications to the Leapwork Software and Documentation made other than by Leapwork (where the claim would not have arisen but for such modification); (v) the combination, operation, or use of the Leapwork Software with software or equipment which was not provided by Leapwork, to the extent that the Licensee’s liability for such claim would have been avoided in the absence of such combination, operation, or use; or (vi) compliance by Leapwork with the Licensee’s custom requirements or specifications if and to the extent such compliance with the Licensee’s custom requirements or specifications resulted in the infringement; (vii) where the Licensee has not given prompt notice of any such claim. If the Licensee’s use of the Leapwork Software becomes subject of a claim, Leapwork shall at its sole option, either: (i) procure, at no cost to the Licensee, the right to continue using the Software; or (ii) modify the Software to render it non-infringing; or (iii) if, in Leapwork’s reasonable opinion, neither (i) nor (ii) above are commercially feasible, immediately terminate this EULA (and the Licensee’s rights to use the Software), and refund to the Licensee fees paid for the Leapwork Software on a prorata basis for the remainder of then-current Subscription Period.
8.2. The Licensee will indemnify, defend and hold Leapwork and its Affiliates harmless from and against any Claim, demand, suit or proceeding made or brought against Leapwork by a third party alleging Licensee’s use of the Software and Documentation in violation of this EULA, the Agreement, or applicable law infringes or misappropriates such third party’s Intellectual Property Rights or violates applicable law, and will indemnify Leapwork from any damages, attorney fees and costs finally awarded against Leapwork as a result of such a claim, or for any amounts paid by Leapwork approved by the Licensee in writing of such a claim against Leapwork, provided Leapwork: (a) promptly gives the Licensee written notice of such a claim against Leapwork, (b) gives the Licensee sole control of the defense and settlement of such a claim against Leapwork, except that Licensee may not settle any such claim against Leapwork unless it unconditionally releases Leapwork of all liability, and (c) gives the Licensee all reasonable assistance in the defense of such a claim against Leapwork, at the Licensee’s expense.

9. LIMITATION OF LIABILITY

9.1. IN NO EVENT WILL LEAPWORK (HERAFTER ALSO INCLUDING ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OR ANY OF ITS RESPECTIVE RESELLERS, DISTRIBUTORS, VENDORS, LICENSORS OR SERVICE PROVIDERS) AND ANY OF THEIR RESPECTIVE OFFICERS, REPRESENTATIVES, AGENTS, CONTRACTORS AND EMPLOYEES, BE LIABLE TO LICENSEE, OR CONTRACTING PARTY OR ANY THIRD PARTY, UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR:

9.1.1. ANY USE, ERROR, INTERRUPTION, DELAY, INACCURACY OR CORRUPTION OR INABILITY TO USE THE SOFTWARE, THE CUSTOMER DATA, THE DOCUMENTATION, OR ANY DELIVERABLES.

9.1.2. ANY LOST REVENUES OR PROFITS; DELAYS, BUSINESS INTERRUPTION, OR LOSS OF SERVICES, LOSS OF BUSINESS, LOSS OF GOODWILL, ANY OTHER LOSS; UNAVAILABILITY OR CORRUPTION OF DATA.

9.1.3. LOSS RESULTING FROM ANY SYSTEM (WHICH INCLUDES THE SOFTWARE OR ANY OTHER SYSTEM PROVIDED BY LEAPWORK) OR SYSTEM SERVICE FAILURE, MALFUNCTION, SHUTDOWN OR SOFTWARE RESTORATION.
9.1.4. FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION.

9.1.5. FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; BREACHES IN SYSTEM SECURITY.

9.1.6. OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT LEAPWORK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. IN NO EVENT WILL LEAPWORK'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' OR SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, THE TOTAL FEES THAT WOULD BE PAYABLE BY LICENSEE TO LEAPWORK FOR A 12 MONTH LICENSE OF THE SOFTWARE IN ENTERPRISE EDITION, CALCULATED ON THE LEAPWORK PRICE LIST ON THE DATE THE CLAIM AROSE.

9.3. THE LIMITATIONS SET FORTH IN THE ABOVE SECTIONS 9.1 AND 9.2 SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS EULA FAIL OF THEIR ESSENTIAL PURPOSE.

10. TERM AND TERMINATION

10.1. This EULA shall begin on the Effective Date and shall continue until the later of: (i) the expiry of the Subscription Period specified in the Order Form including any Renewal Period; (ii) immediately after the provision in full of the Professional Services; or (iii) the End Date included in the Order Form.

10.2. Unless otherwise agreed in an executed Order Form, after the expiry of the Initial Subscription Period, the subscription license shall automatically renew for additional terms of one (1) year each (each “Renewal Period”), unless either party notifies the other party in writing at least sixty (60) days prior to the then current expiration date that it has elected not to renew such license. For the avoidance of doubt, this section is not applicable to a no-Fees-paid, trial or evaluation license of the Trial Use Software.
10.3. Upon expiration or earlier termination of this EULA as set out herein, the license for the (Trial Use) Software granted herein shall also terminate, and: (i) Licensee shall cease using, uninstall and destroy all copies of the (Trial Use) Software and Documentation from Licensee’s systems (ii) all of Licensee’s rights hereunder will immediately terminate and Leapwork will have no further liability to Licensee in connection herewith, and (iii) Licensee shall delete or destroy all Confidential Information and embodiments thereof and certify to Leapwork that such action was taken, at Licensee’s expense, without undue delay. No expiration or termination shall affect Licensee’s obligation to pay all accrued Fees that may have become due before such expiration or termination.

10.4. Licensee’s breach of any payment obligation hereunder constitutes a default on the date the payment is due and Leapwork shall have at its own discretion, the right to terminate any executed Agreement, and this EULA, immediately or suspend performance as per the terms of this EULA.

10.5. All sections of this EULA, which by their nature should survive termination or expiration, will survive termination or expiration, including, without limitation, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty, disclaimers, limitation of liability, and miscellaneous provisions.

11. **EXPORT REGULATION, ANTI-CORUPTION AND ANTI- TERRORISM**

11.1. The Software and any applicable Services may be subject to export laws and regulations including U.S economic sanctions, European Commission regulations, United Nations Security Council resolutions, and other similar local regulation or regulation in other jurisdictions’ “Export Controls and Sanctions List”. Each party represents that it is not named on any Export Controls and Sanctions List. The Licensee will not permit any User to access or use the Software in a country or region listed on any Export Controls and Sanctions List.

11.2. The Licensee agrees that the Licensee has not received, been offered, solicited, or accepted any illegal (in accordance with applicable local law) or improper bribe, kickback, payment, gift, or item of value from any Leapwork employees or agents in connection with this EULA.

11.3. Neither party is in violation of any U.S. Anti-Terrorism or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-terrorism Law.
12. MISCELLANEOUS

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

12.2. Either party may assign, delegate, or otherwise transfer all or any part of this EULA 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 EULA. Any other assignment, delegation or transfer is subject to the other party’s written approval, which shall not be unreasonably withheld.

12.3. This EULA, and any executed Agreement between the parties, if applicable, including the associated Order Form, and all other documents that are incorporated by reference therein, is the entire agreement between Leapwork and the Licensee regarding the Licensee’s use of the (Trial Use) Software, related Services, Deliverables, and Documentation and supersedes all prior agreements on the same subject matter as well as any proposals, or representations, communications, whether written or oral, concerning its subject matter. For the avoidance of doubt, the parties expressly exclude the applicability of any additional and subsequent terms and conditions included, for example and without limitation, in any of Licensee’s purchase order terms, security questionnaire, RFI, RFP documents, any e-mail communications sent to Leapwork from time to time, etc. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) an executed Order Form (2) any exhibit, schedule, or version of the Leapwork End User License Agreement referenced in or included in the Order Form, (3) this EULA as this may be updated from time to time, and (4) the Documentation.

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

12.5. This EULA is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this EULA.

12.6. Any waiver, modification, or amendment of any provision of the EULA or any executed Agreement, including any amendment of an Order Form, will be effective only if made in writing and signed by the parties thereto.
12.7. **NOTICES:** If the Licensee would like to notify Leapwork on any matter relating to the Software license and this EULA, or for any additional information, please contact legal@leapwork.com. Leapwork may notify Licensee using the contact information provided in the Order Form or any contact information shared with Leapwork. It is Licensee’s responsibility to keep its information current to receive notifications.

12.8. **Audit.** Except for the use of a Trial Use Software during the Subscription Period, Leapwork may, no more than once every 12 months, upon seven (7) days’ prior notice to Licensee, appoint Leapwork personnel or an independent third-party auditor who is obliged to maintain confidentiality to inspect Licensee records, systems, and facilities to verify that Licensee installation and use of Software is in conformity with its valid licenses from Leapwork. If the audit discloses a shortfall in licenses for the Software, Licensee will immediately acquire any necessary licenses, subscriptions, and applicable back maintenance and support. If the underpaid fees exceed 5% of the value of the payable license fees, then Licensee will also pay for Leapwork’s reasonable cost of conducting the verification.

12.9. The Licensee hereby acknowledges and agrees that the Software contains features that provide Leapwork with limited Software usage insights such as, but not limited to, types of tests run, performance logs, software features used to allow for continuous improvements in the Leapwork products. For the avoidance of doubt, such insights do not include any Personal Data.

12.10. **Leapwork Affiliates.** Leapwork may provide all or part of the Services via any of its Affiliates. Leapwork shall in all cases remain fully responsible for all its obligations under this EULA, including for acts or omissions of any of its Affiliates providing that the Services, to the same except as if those acts or omissions were those of Leapwork.

13. **CONTRACTING PARTY; GOVERNING LAW; AND EXCLUSIVE JURISDICTION**

13.1. Unless otherwise identified in an executed Order Form, “Leapwork” shall be defined to mean one of the below entities that operate in the region where Licensee has his headquarters.

13.1.1. If the Licensee has its headquarters in Canada, the United States of America, or South America, then (i) Licensee is contracting with Leapwork LLC, a Delaware limited liability company having its registered office at 1390 Market Street, Suite 200, San Francisco, CA94102, (ii) this EULA shall be governed by the laws of the state of California,
and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this EULA which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the courts in San Francisco, or if that court lacks subject matter jurisdiction, in any California State Court.

13.1.2. If the Licensee has its headquarters in Europe but not in any of the countries specified in the below subsections, then (i) Licensee is contracting with Leapwork ApS, a Danish corporation with offices located at Esplanade 8C, 1263 Copenhagen, Denmark, (ii) this EULA shall be governed by the laws of Denmark; and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this EULA which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the courts of Copenhagen, Denmark.

13.1.2.1. If the Licensee has its registered office in Germany, then (i) Licensee is contracting with Leapwork Germany GmbH, Neue Rothofstraße 13-19, 60313 Frankfurt am Main, (ii) this EULA shall be governed by the laws of Germany and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this EULA which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the German courts.

13.1.2.2. If the Licensee has its headquarters in United Kingdom, then (i) Licensee is contracting with LEAPWORK UK Ltd., Rowan House North, Shrewsbury Business Park, Shrewsbury, Shropshire, United Kingdom, SY2 6LG, (ii) this EULA shall be governed by the laws of England and Wales and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this EULA which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the English courts.

13.1.2.3. If the Licensee has its headquarters in France, then (i) Licensee is contracting with Leapwork SAS France, France: 40 rue du Colisée, Paris, Ile-de-France 75008, (ii) this EULA shall be governed by the laws of France and (iii) any dispute regarding the interpretation, the conclusion, the performance or the termination of this EULA which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the French courts.

13.1.2.4. If the Licensee has its headquarters in The Netherlands, then (i) Licensee is contracting with Leapwork The Netherlands B.V., Gustav Mahlerlaan 1212, 1081LA Amsterdam, (ii) this EULA shall be governed by the laws of the Netherlands and (iii) any
dispute regarding the interpretation, the conclusion, the performance or the termination of this EULA which is not resolved amicably by the Parties shall be subject to the exclusive jurisdiction of the courts of The Netherlands.

14. **Special Terms.** If as per Section 14.1.1 above, or if applicable, as identified in an executed Agreement incorporating this EULA, Leapwork LLC is a party to this EULA the following amendments are made to this EULA:

14.1. Section 2.1 License Grant’ is amended to include the following language at the bottom of the section:

“If Licensee is a U.S. Government entity, or if an executed Agreement becomes subject to the Federal Acquisition Regulations (FAR), then, the Software, provided under the EUL are “Commercial Item(s),” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Federal Government Users: (i) only as Commercial Items; and (ii) with only those rights as are granted to all other Users pursuant to the terms and conditions of the EULA. Unpublished rights are reserved under the laws of the United States. Manufacturer is Leapwork ApS, having its registered office at Esplanade 8C, 1263 Copenhagen, Denmark.”

14.2. In Section 5.4 above, the applicable data protection laws shall be deemed to include specifically the California Consumer Privacy Act (“CCPA”).

14.3. Section 5.5. is hereby added to the EULA as follows:

“5.5 The CCPA provides certain privacy rights and protections to California consumers. Details may be found at https://oag.ca.gov/privacy/ccpa. Leapwork does not intend to retain, use, or disclose any Personal Data that, under CCPA, constitutes “personal information” for any purpose other than for the specific purposes of this EULA, including for direct marketing, or as otherwise permitted by CCPA, including retaining, using, or disclosing the information for a commercial purpose (as defined in CCPA). Leapwork will not sell any personal information of California consumers, nor retain, use or disclose such information for any purpose other than for the specific purpose provided under an executed Agreement. Leapwork’s access to the personal information of California consumers only.”
consumers does not constitute part of any consideration exchanged between Leapwork and Licensee in entering this Agreement.”

***