



LEAPWORK – END USER LICENSE AGREEMENT

UPDATED: FEBRUARY 16, 2022

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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 does not constitute part of any consideration exchanged between Leapwork and Licensee in entering this Agreement."
