

August 2019

TERMS AND CONDITIONS FOR SUBSCRIPTION OF LICENSES TO LEAPWORK PRODUCTS

These terms and conditions ("**Agreement**") govern the use of all software provided by, sold by, or offered for sale by LEAPWORK A/S, a Danish limited liability company with company registration number (CVR) 36924225, having its registered office at Nitvej 10, 2000 Frederiksberg, Denmark ("**Licensor**"), from time to time, included but not limited to all LEAPWORK branded software (collectively, the "**Software**"), including all user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the Software or its use or specifications (the "**Documentation**") provided to the entity identified on the applicable purchase order, quote, invoice, or order form and its authorized users (collectively, "**Licensee**") for use pursuant to and subject to this Agreement.

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY ORDERING OR USING THE SOFTWARE, LICENSEE ACCEPTS THIS AGREEMENT AND AGREES THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE, AND LICENSEE MUST NOT DOWNLOAD AND/OR INSTALL THE SOFTWARE OR DOCUMENTATION.

LICENSE GRANT

- 1.1 Subject to Licensee's compliance with this Agreement, Licensor hereby grants to Licensee a non-exclusive, nontransferable, non-sublicensable, limited, subscription-based (as provided herein) license to use the Software solely in accordance with the Documentation, as installed on the equipment provided by Licensee and for Licensee's internal business purposes, only, and only to be used by a user with a unique user log-in. Licensee is entitled to make copies of the Software as may be necessary for ordinary backup and archival purposes.
- 1.2 The foregoing license shall automatically renew for additional terms of one (1) year 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 the subscription.

USE RESTRICTIONS

- 2.1 Licensee shall not, directly or indirectly:
 - a) use or copy the Software (in whole or in part) except as set out in Section 1;
 - b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software (or any part thereof);
 - c) combine the Software (or any part thereof) with, or incorporate the Software (or any part thereof) in any other programs;
 - d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software (or any part thereof);
 - e) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software, including any copy thereof;



- f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise provide any access to or use of the Software 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 Licensee;
- g) use the Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems;
- h) use the Software in violation of any federal, state or local law, regulation or rule; or
- i) 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 the Licensor's commercial disadvantage.

LICENSE FEES

- 3.1 Licensee shall pay to Licensor the then applicable license fees set forth in the purchase order, Order Form, quote, or invoice, as the case may be. All license fees cover a subscription period of twelve (12) months, unless otherwise agreed in writing. All license fees are prepaid and non-refundable, except as set out in Section 4.3 under.
- 3.2 Full payment for invoices issued must be received by Licensor no later than thirty (30) days after the date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, 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 Licensee hereunder.
- 3.3 Licensee is responsible for all taxes associated with the Software, if any, other than domestic taxes based on Licensor's net income.

TERM AND TERMINATION

- 4.1 Unless otherwise agreed in writing, Licensee's subscription period is for twelve (12) months.
- 4.2 Licensee may terminate this Agreement during a subscription period for cause upon written notice to Licensor in the event of breach of Licensor's warranties set out in Section 7.2 under, which remains uncured after thirty (30) days from Customer's notice.
- 4.3 If this Agreement is terminated by Licensee in accordance with Section 4.2, Licensor will refund Licensee any prepaid license fees covering the remainder of the subscription term after the effective date of termination.
- 4.4 All sections of this Agreement, 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, limitations of liability, and miscellaneous provisions.

CONFIDENTIALITY

- 5.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Licensor includes non-public information regarding features,

functionality and performance of the Software and its codes. Proprietary Information of the Licensee includes non-public data provided by Licensee to Licensor to enable the provision of the Software. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

INTELLECTUAL PROPERTY RIGHTS

- 6.1 Licensee acknowledges that the Software is provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or the Documentation under this Agreement, 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 Agreement, subject to all terms, conditions and restrictions.
- 6.2 Licensor and its licensors reserve 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 Agreement.
- 6.3 Licensee shall use commercially reasonable efforts to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

- 7.1 Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 7.2 Licensor warrants that 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 in accordance with the Documentation; and (ii) not infringe any intellectual property rights held by third parties. In the event of breach of the foregoing warranty, Licensor shall, at its discretion, (i) deliver a new copy of the Software without the defect or error, or (ii) remedy or correct the defect or error free of charge, provided that Licensee provides reasonable information (e.g. error-logs) in order for Licensor to assess and remedy the breach.
- 7.3 Licensor provides no other warranties than set out in Section 7.2 over. For avoidance of doubt, no warranties are provided 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 Licensee or third-party software/sites/systems. Licensee understands that the Software and Documentation are provided on an "as is" basis only. Licensee bears the entire risk of using the Software and Documentation.

LIMITATION OF LIABILITY

- 8.1 Licensor (and its parent companies, subsidiaries, affiliates, resellers, distributors and vendors, and their officers, representatives, agents, contractors and employees) shall not be liable for any claims, damages, liabilities, etc., with respect to any subject matter of this Agreement, the Software or Documentation, or Licensee's or end user's use thereof under any contract, negligence, restitution, strict liability or other legal theory:-
- a) for error or interruption of use or for loss or inaccuracy or corruption of the Software or Documentation or the data or information provided on or via the Software or Documentation;
 - b) for any special, incidental, indirect, or consequential costs or damages, including damages for loss of business, loss of profits, business interruption, loss of business information, loss or unavailability of or damage to data or software restoration;
 - c) for any matter beyond Licensor's reasonable control; or
 - d) for any amounts that exceed the amount paid by Licensee for the Software for the then-current subscription period.

EXPORT REGULATION

- 9.1 The Software may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Licensee will not permit any user to access or use the Software in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

MISCELLANEOUS



- 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 assignment, 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 Denmark 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 courts located in Copenhagen, Denmark, will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.

--oOo--