



ON-PREMISE SUBSCRIPTION LICENSE AGREEMENT

GENERAL TERMS & CONDITIONS

This Subscription License Agreement (“**Agreement**”) is between you (the “**Customer**”) and Leapwork LLC (“Leapwork”), a Delaware limited liability company having its registered office at 1390 Market Street, Suite 200, San Francisco, CA94102. The Agreement shall apply to the licensing of the **Software** (as defined below) and the Services to the Customer as set forth on the applicable Order Form, including all user manuals, technical manuals, and any other materials provided by Leapwork in printed, electronic, or other form, that describe the Software or its use or specifications (the “**Documentation**”).

LEAPWORK PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ON THE CONDITION THAT THE CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY ORDERING OR USING THE SOFTWARE, THE CUSTOMER ACCEPTS THIS AGREEMENT, WHETHER BY SIGNATURE, BY CLICKING A BOX, OR BY ANY OTHER LEGALLY RECOGNISED METHOD, AND AGREES THAT THE CUSTOMER IS LEGALLY BOUND BY ITS TERMS. IF THE CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LEAPWORK WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO THE CUSTOMER, AND THE CUSTOMER MUST NOT DOWNLOAD AND/OR INSTALL THE SOFTWARE OR DOCUMENTATION.

1. DEFINITIONS

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 with a party. 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.

Agreement: means the terms of this On-Premise Subscription License Agreement, including the Order Form, together with all documents attached hereto or incorporated by reference.

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

The Customer: means the legal entity that has entered into the Agreement: (i) by execution of an Order Form that references these terms of the On-Premise Subscription License Agreement ; or (ii) by any other legally recognised method of acceptance of the Agreement.

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

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 Leapwork Platform, including user and system administrator guides and manuals, found at <https://www.leapwork.com/product/documentation>

Effective Date: means the earlier of (i) the start date for the Subscription Period set out in the Order Form; or (ii) date of signing of the 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.

Order Form: means an ordering document provided by Leapwork and signed by the Customer, which details, amongst other things, the Software subscription, or other Services to be provided by Leapwork, the applicable usage limitations and the Subscription Fee payable by the Customer for the Software and related services, and the term for which the Software and any related Services are provided.

Personal Data: means any information relating to an identified or identifiable natural person or legal entity, e.g., bank client, employee or other third parties such as suppliers including any sensitive data, as defined by Regulation (EU) 2016/679 (GDPR) and other applicable privacy laws. A person will be deemed not to be identifiable only if the information is anonymous and no link can be established between the anonymous information and the person concerned.

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

Services: any services the Customer may request from Leapwork and Leapwork agrees to provide related to the Software.

Software: means all software provided or branded by Leapwork, whether such software is provided physically at the Customer's location, through the internet, or installed on the Customer's hardware.

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.

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

Subscription Fee: the Subscription fee payable by the Customer to Leapwork as described in the Order Form.

Subscription Period: means the term for the recurring/ongoing Services, such as subscription items, as set forth in the relevant 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 Customer and any third-party vendors relating to Third-Party Software, if applicable.

Update: means a modification made by Leapwork to the Leapwork Software and provided to the Customer under the terms and conditions of this Agreement. Updates shall not include any version, option or future products provided by Leapwork that are not included in the subscription as set forth in the relevant Order Form.

Upgrade: means a new, major software release of the Software whose primary purpose is to add new functionality or enhance the performance of the Software, which is identified by an increment in the first two (2) numbers of the software version. Notwithstanding the foregoing, an Upgrade will not include new software or modules (whether or not branded as Software) that Leapwork markets and prices separately.

Users: means individuals who are authorized by the Customer to use the Software and have been supplied with passwords by the Customer (or by Leapwork at the Customer's request). Users consist of any employee of the Customer or its Affiliates and any independent contractor of the Customer or its Affiliates.

2. LICENSE GRANT

- 2.1. Subject to the Customer's compliance with this Agreement, and in consideration for the payment of the Subscription Fee set forth on the applicable Order Form, Leapwork hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable, limited, subscription-based (as provided herein) license to use the Software in the applicable Subscription Period solely in accordance with the Documentation, as installed on the equipment provided by the Customer and for the Customer's internal business purposes only, and to be used by a user with a unique user log-in. The Customer 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 Customer 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 Customer or the Customer's Users relating to the operation of the Software unless otherwise agreed.
- 2.3. If the Customer decides to use any Third-Party Software, the Customer agrees that the rights and licenses with respect to Third-Party Software shall be subject to any Third-Party Terms agreed between the Customer and the third-party vendors of such Third-Party Software. Any amounts payable to third party vendors under such agreements are the sole responsibility of the Customer and shall be paid directly by the Customer to such third-party vendors unless

otherwise agreed in the Order Form. The Software contains features designed to interoperate with other applications. Any Third-Party Software linked to other services/products associated with the use of the Software is the sole responsibility of the Customer. Leapwork shall have no responsibility or liability with respect to such links to Third Party Software.

3. USE RESTRICTIONS

3.1. The Customer shall not, directly or indirectly:

- 3.1.1. use or copy the Software (in whole or in part) except as set out in Section 2;
- 3.1.2. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software (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, 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 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 Customer 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 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 the Leapwork's commercial disadvantage.

3.2. The Customer is subject to the limitations set forth in the applicable Order Form, including but not limited to Studio Users, Controllers, Agents/Robots or other designated metric. The Customer and its Affiliates obtain a right to use and access the Software only, and therefore have no right to receive a copy of the Source Code of the Software. If the Customer exceeds a contractual usage limit, Leapwork may work with the Customer to seek to reduce the Customer's usage so that it conforms to that limit. If, notwithstanding Leapwork's efforts, the Customer is unable or unwilling to abide by a contractual usage limit, the Customer shall pay for the additional necessary licenses for the Software immediately upon Leapwork providing

the Customer with a new Order Form and/or pay any invoice for excess usage in accordance with Section 4.

- 3.3. The Customer shall be responsible for User's compliance with this Agreement and Order Forms, and responsible for the accuracy, quality, and legality of the Customer's data, the means by which the Customer acquired any data and the use thereof. The Customer shall use reasonable efforts to prevent unauthorized access to or use of the Software, and notify Leapwork immediately of any such unauthorized access or use. Any use of the Software in breach of the foregoing by the Customer that in the Leapwork's judgment threatens the confidentiality, integrity, or availability of the Software may result in Leapwork's immediate suspension of the Subscription Period. Such suspension will be notified to the Customer and the Customer shall have an opportunity to remedy such violation or threat prior to any suspension by Leapwork.

4. SUBSCRIPTION FEE

- 4.1. Unless otherwise provided in the applicable Order Form, the Customer shall pay to Leapwork the applicable Subscription Fee set forth in the Order Form. All Subscription Fees cover a Subscription Period of twelve (12) months, unless otherwise agreed in writing. All Subscription Fees are prepaid and non-refundable, except as set out in Section 10.
- 4.2. Except as expressly provided in the applicable Order Form, renewal of the Subscription Period will be at the Leapwork's applicable price list in effect at the time of the applicable renewal.
- 4.3. The Customer 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. 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 Customer hereunder.
- 4.5. If any charge owed by the Customer under this Agreement is 30 days or more overdue, Leapwork may, without limiting its other rights or remedies, accelerate the Customer's unpaid fee obligations under this Agreement and suspend the license until such amounts are paid in full.
- 4.6. All sums payable under this license are exclusive of VAT or any relevant local sales taxes. The Customer is responsible for all taxes associated with the Software, if any, other than domestic taxes based on Leapwork's net income.

5. CONFIDENTIALITY AND PRIVACY

- 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 Leapwork includes non-public information regarding features, functionality and performance of the Software and its codes. Proprietary Information of the Customer includes non-public data provided by the Customer to Leapwork 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.
- 5.2. The Customer may share some Personal Data with Leapwork strictly for the purpose of enable Leapwork to provide the Software (i.e., names, e-mail addresses and other contact informations provided by the Customer), which shall be handled in accordance with Leapwork's Privacy Policy. Any Personal Data used with the Software is solely running on servers managed by the Customer and Leapwork has no access to any Personal Data used with the Software, in which case Leapwork does not submit, collect or process any of your Personal Data in conjunction with the Software.
- 5.3. Each Party shall comply at all times with its obligations under data protection laws and regulations applicable to the parties to any Personal Data processed under or in connection with the Agreement 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, taking into account both the state of 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. The Customer acknowledges that the Software is provided under license, and not sold, to the Customer. The Customer 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. 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 Customer in this Agreement.
- 6.3. The Customer shall use commercially reasonable efforts to safeguard the Software and 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 Agreement and has the legal power to bind such party to the terms and conditions of this Agreement.
- 7.2. Leapwork warrants during the applicable Subscription Period 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 materially in accordance with the applicable Documentation; and (ii) not infringe any intellectual property rights held by third parties. In the event of a breach of the foregoing warranty, Leapwork shall, at its discretion, (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 Customer provides reasonable information (e.g. error-logs) in order for Leapwork to assess and remedy the breach.
- 7.3. Leapwork provides no other warranties than set out in the above section 7.2. 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 Customer or Third-Party Software. The Customer understands that the Software and Documentation are provided on an "as is" basis only and Leapwork does not warrant that the Customer's use of the Services will be uninterrupted or error-free. The Customer bears the entire risk of using the Software and Documentation.

8. INDEMNIFICATION

- 8.1. Leapwork will defend the Customer against claims brought against the Customer by a third party alleging that the Customer's use of the Software and Documentation, 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) awarded against the Customer either in judgment or settlement agreed to by Leapwork in writing. Excluded from Leapwork's above indemnification obligations are claims to the extent arising from: (i) use of the Leapwork

Software and Documentation in violation of this Agreement or applicable law; (ii) continued use by the Customer of the Leapwork Software and Documentation after Leapwork has notified the Customer in writing to cease the use of the Leapwork Software and Documentation; (iii) any claim relating to any Third-Party Software or the Customer 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 Customer'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 Customer's custom requirements or specifications if and to the extent such compliance with the Customer's custom requirements or specifications resulted in the infringement (vii) where the Customer has not given prompt notice of any such Claim. If the Customer'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 Customer, 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 Agreement (and the Customer's rights to use the Software), and refund to the Customer fees paid for the Leapwork Software on a pro rata basis for the remainder of then-current Subscription Period.

8.2. The Customer 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 Customer's use of the Software and Documentation in violation of this 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 Customer in writing of such a claim against Leapwork, provided Leapwork (a) promptly give the Customer written notice of such a claim against Leapwork, (b) give the Customer sole control of the defense and settlement of such a claim against Leapwork, except that Customer may not settle any such claim against Leapwork unless it unconditionally releases Leapwork of all liability, and (c) gives the Customer all reasonable assistance in the defense of such a claim against Leapwork, at the Customers expense.

9. LIMITATION OF LIABILITY

9.1. Leapwork (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 the Customer's or User's use thereof under any contract, negligence, restitution, strict liability or other legal theory:

- 9.1.1. 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;
- 9.1.2. 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;
- 9.1.3. for any matter beyond Leapwork's reasonable control; or
- 9.1.4. for any amounts that exceed the total fees paid by Customer for the Software to Leapwork in respect of the Services during 12 months immediately preceding the date on which the claim arose

10. TERM AND TERMINATION

- 10.1. This Agreement shall begin on the Effective Date and shall continue until the expiry of the Subscription Period specified in the Order Form, including any renewals, or until terminated in accordance with section 10.2.
- 10.2. The Customer may terminate this Agreement during a Subscription Period for cause upon written notice to Leapwork in the event of a breach of Leapwork's warranties set out in section 7.2 under, which remains uncured after thirty (30) days from the Customer's notice.
- 10.3. If this Agreement is terminated by the Customer in accordance with section 10.2, Leapwork will refund the Customer any prepaid license fees covering the remainder of the Subscription Period after the effective date of termination.
- 10.4. 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.

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

- 11.1. The Software 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 Customer 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 Customer agrees that the Customer 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 Agreement.

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. **AMENDMENTS**

12.1. Leapwork may amend this Agreement from time-to-time, in our sole and absolute discretion. Such amendments shall be notified to the Customer by posting the updated amendments to Leapwork's website with the revised terms and conditions of this Agreement with the updated "date" at the top of these terms and conditions. It is the responsibility of the Customer to check these terms and conditions on a regular basis. Your continued use of Software shall constitute your acceptance of any such amendments.

13. **Force Majeure**

13.1. Neither party is liable for a breach caused by an event beyond its reasonable control, including a natural disaster, disease outbreak, war, riot, terrorist action, civil commotion, malicious damage, government action, industrial action or dispute, fire, flood, storm, or failure of third party telecommunications, or other services.

14. **MISCELLANEOUS**

14.1. 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.

14.2. 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.

14.3. This Agreement and the associated Order Form is the entire agreement between Leapwork and the Customer regarding the Customer'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) Order Form, (2) any exhibit, schedule, or addendum to this Agreement, (3) the body of this Agreement, and (4) the Documentation.

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

14.5. The Customer hereby grants Leapwork a non-exclusive license solely during the term of this Agreement to list the Customer's name and display in the Customer section of Leapwork's

website and to use the 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 named on such a list. Any other use by Leapwork of the Customer's name, logo or trademark requires the prior written consent of the Customer.

14.6. If the Customer would like to request additional information regarding the terms and conditions of this Agreement, please contact legal@leapwork.com.

15. GOVERNING LAW AND EXCLUSIVE JURISDICTION

15.1. 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. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.

15.2. The Parties shall use their best endeavors to settle any dispute emanating from this Agreement by negotiation. If such dispute cannot be settled by negotiations within three (3) weeks (or other period the Parties mutually agree upon) from the request for such negotiations in writing, either Party may elect to submit the dispute for resolution by arbitration or bringing any claim against the other in a court of competent jurisdiction in accordance with the above clause 15.1.