

LEAPWORK LLC

ON-PREMISE SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement (“**Agreement**”) is between the purchasing legal entity identified in the Order Form (the “**Customer**”) and LEAPWORK LLC, a Delaware limited liability company having its registered office at 1390 Market Street, Suite 200, San Francisco, a 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 CONDITION THAT CUSTOMER ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY INSTALLING OR USING THE SOFTWARE, THE CUSTOMER ACCEPTS AND IS LEGALLY BOUND BY THE TERMS OF AND CONDITIONS OF THIS AGREEMENT. IF THE CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MUST NOT INSTALL OR USE THE SOFTWARE OR THE DOCUMENTATION PROVIDED WITH THE SOFTWARE.

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.

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, excluding any Third-Party Software, only 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 only by a user(s) 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. Customer agrees that its decision to use or license Software or Services is not contingent upon the delivery of any future functionality or features, nor dependent on any oral or written public comments made by Leapwork regarding future functionality or features.

If Customer is a U.S. Government entity, or if the Agreement becomes subject to the Federal Acquisition Regulations (FAR), then, the Software, provided under the Terms 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 Agreement. 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.

- 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 provided by Leapwork or in conjunction with the 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 vendors of such Third-Party Software. Any amounts payable to third party vendors under Third-Party Terms are the sole responsibility of the Customer and shall be paid directly by the Customer to such third-party vendors, unless otherwise agreed in a Order Form. The Software contains features designed to interoperate with other applications. Any use of such Third-Party Software is the sole responsibility of the Customer. Leapwork shall have no responsibility or liability with respect to such links to Third Party Software.
- 2.4. Trial Use Software. Leapwork may, in its sole discretion, provide limited time trial use access to the Software ("Trial Use Software"). Use of any such Trial Use Software will be contingent upon acceptance of this Agreement. Trial Use Software is for Customer's internal use only and solely for evaluation purposes. Trial Use Software licenses are subject to termination by Leapwork at any time and for any reason and are provided with no warranties.

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 its Users' compliance with this Agreement and Order Forms, and responsible for the accuracy, and quality of the Customer's data, as well as the means by which the Customer acquired any data and the legal right of 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 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, upon notice to the Customer and an opportunity to remedy such violation or threat being provided to Customer prior to any suspension by Leapwork.

4. SUBSCRIPTION FEE

- 4.1. 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 an Order Form. All Subscription Fees are prepaid annually and non-refundable, except as set out in Section 10.
- 4.2. Except as expressly provided in the applicable Order Form, Subscription Fees for renewal of the Subscription Period will be in accordance with Leapwork's price list in effect at the time of the applicable renewal.
- 4.3. Full payment for invoices issued must be received by Leapwork no later than thirty (30) days after the date of the invoice. Invoices not paid in full by the due date 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 suspension or termination of the software license.
- 4.4. 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 all of the Customer's unpaid fee obligations of all Order Forms under this Agreement and suspend the software license until such amounts are paid in full.
- 4.5. 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 receiving information (the "Receiving Party") understands that the party sharing information (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"). 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 or divulge to any third party (except in provision of the Software, performance of the Services or as otherwise permitted herein) 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 enabling Leapwork to provide the Software to Customer (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.
- 5.3. ("Account Information"). Leapwork's Privacy Policy may be found on our website at <https://leapwork.com/legal>. Leapwork reserves the right to modify its privacy policies in its discretion from time to time. By providing Account Information, Customer consents to our using the Account Information to send notices related to this Agreement, including any notices required by law, changes to features of the Service and other information related to this Agreement. Implementation, Support, and Finance teams will have the right to access and use Customer Account Information, and Customer Data for the purpose of delivery of the Software, respond to service or technical problems, on Your request, or to provide Professional Services. Leapwork processes and stores Account Information in the U.S. and other countries. By ordering Leapwork Software, Customer authorizes Leapwork to transfer Account Information across national borders and to other countries where Leapwork operates. Any Personal Data used within the Software is solely running on servers managed by the Customer and Leapwork has no access to any Personal Data used with the Software on Customer Servers. Except as provided herein, Leapwork does not submit, collect or process any of Customer's Personal Data in conjunction with the Software.

- 5.4. Each Party shall comply at all times with its obligations under data protection laws and regulations applicable to the parties with regard to any Personal Data processed under or in connection with the Agreement including, without limitation, the General Data Protection Regulation 2016/679 ("GDPR"), the California Consumer Privacy Act ("CCPA") and all state and 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.
- 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 discussed herein, 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 the Agreement. Leapwork's access to the personal information of California consumers does not constitute part of any consideration exchanged between Leapwork and Customer in entering this Agreement.

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 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. 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. Except as provided in Section 7.2, all conditions, representations and warranties, whether express, implied statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Leapwork and its licensors.

8. INDEMNIFICATION

- 8.1. Leapwork will indemnify and defend the Customer against third party claims alleging that the Customer's use of the Software and Documentation, as permitted hereunder, infringes the intellectual property rights of the third party 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 Customer either in judgment or settlement agreed to by Leapwork in writing, provided that Customer (a) promptly gives Leapwork written notice of such Claim, (b) gives Leapwork sole control of the defense and settlement of such a claim, except that Leapwork may not settle any such claim against Customer unless it unconditionally releases Customer from all liability, and (c) gives Leapwork all reasonable assistance in the defense of such Claim, at the Leapwork's expense. 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 where alleged infringement arises from 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. 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 our Software 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 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, or liabilities, arising under this Agreement, whether any alleged liability is based on contract, tort, negligence, restitution, strict liability or any other basis:
- 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; or
 - 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, even if Leapwork and/or its licensors have been previously advised of the possibility of such damages or could have reasonably foreseen them; or
 - 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. Either Party may terminate this Agreement for cause upon written notice to the other Party of its material breach of this Agreement, which remains uncured after thirty (30) days from the date of such 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. If this Agreement is terminated by Leapwork in accordance with section 10.2, no refunds shall be due to Customer.

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. Any waiver, modification or amendment of any provision of this Agreement will be effectively only if in writing and signed by the parties hereto.

13. Force Majeure

13.1. Neither party shall be liable for any breach of its obligations under this Agreement 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.

14.3. This Agreement and any associated Order Form(s) 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 (i) to list the Customer's name and display in the Customer section of the Leapwork's website; and (ii) to use the Customer's name and logo in Leapwork's the 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 the Customer's name, logo or trademark requires the prior written consent of the Customer.

14.6. Notice to Leapwork. Notice to Leapwork may be sent to legal@leapwork.com.

14.7. Notice to Customer. Leapwork may notify Customer by email, postal mail, postings within the Services, or other legally accepted means. It is Customer's responsibility to keep its account information current to receive notifications.

14.8. Audit Rights. Leapwork may, no more than once every 12 months, upon seven (7) days' prior notice to Customer, appoint Leapwork personnel or an independent third-party auditor who is obliged to maintain confidentiality to inspect Customer records, systems, and facilities to verify that Customer 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, Customer 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 Customer will also pay for Leapwork's reasonable cost of conducting the verification.

15. GOVERNING LAW AND EXCLUSIVE JURISDICTION

15.1. This Agreement shall be governed by the laws of the country/state in which a Leapwork entity, as specified in the Order Form, is located without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement. Depending on where the Leapwork entity is located, the exclusive governing law, jurisdiction, designated arbitral body, arbitration rules and seat shall be as set forth below;

15.2. The parties shall use their best endeavors to settle any dispute emanating from this Agreement by negotiation. If such a 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 bring a claim against the other in a court of competent jurisdiction in accordance with the following clauses.