

Acceptable Use Policy

Updated November 2023

General

We are committed to providing you with the best experience and ensuring the security, reliability, and availability of our software. As such, we have created this Acceptable Use Policy (“AUP”) which outlines the terms and conditions that you, our valued customer, and your end users must adhere to when using the Leapwork product (“Services” in the following). By using our Services, you agree to comply with this AUP. Failure to do so may result in the suspension or termination of your account(s).

This AUP is in addition to any other terms and conditions under which Leapwork provides the Services to you. The purpose of the AUP is to specify the type of actions and content that are contrary to our mission and philosophies as well as to specify guidelines for your use of the Services.

Unacceptable use

List of prohibited activities

You shall not, and shall not permit any employees, agents, end users, or representatives to:

- **Use or Copy Restrictions:** You may not use or copy the Services or Documentation (wholly or partially) save for the activities and purposes as expressly set out in the agreement with Leapwork.
- **Production Data Restriction:** You may not use production data in your test cases, or test in a production environment. Leapwork takes no responsibility for data loss associated with such testing.
- **Modification and Derivative Works:** You may not modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services or Documentation (or any part thereof);
- **Integration and Combining:** You may not combine the Services (or any part thereof) with, or incorporate the Services (or any part thereof) in any other programs without written approval from Leapwork;
- **Source Code Protection:** You may not reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software Source Code;
- **Trademark and Copyright Preservation:** You may not remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Services, or the Documentation including any copy thereof;
- **Access Control and Distribution:** You may not rent, lease, lend, sell, resell, license, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Services or the Documentation or any Deliverable if applicable, or any features or functionality of the Services, for any reason, to any other person or entity, including any subcontractor, independent contractor, Affiliate, or service provider of Customer without written approval from Leapwork;
- **Hazardous Environments Prohibition:** You may not use the Services in connection or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems;

- **Compliance with Laws:** You may not use the Services in violation of any applicable federal, state, or local law, regulation, or rule;
- **Competitive Use Restrictions:** You may not access and use the Services for purposes of competitive analysis of the Services, for the development of a competing software product or service or any other purpose that is to Leapwork's commercial disadvantage;
- **Usage Optimization:** You may not employ any hardware, software, device or other technique to pool connections or reduce the number of devices or users that directly access or use the Services in order to circumvent any restrictions on scope of authorised use contained in the Agreement;
- **Security Bypass and Tampering Prohibition:** You may not attempt to circumvent security, licence control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Services or any associated website, computer system, server, router or any other internet-connected device;
- **Data Integrity and Authenticity:** You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any Customer Data transmitted through the Services; or
- **Virus and Content Restrictions:** You may not use the Services to store, distribute or transmit any Viruses or any other material during the course of use of the Services that is (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) is otherwise illegal or causes damage or injury to any person or property.

Reporting violations

If you become aware of any violation of this AUP, please report it to Leapwork immediately at legal@leapwork.com or through our website whistleblower channel. We take violations of this AUP seriously and will investigate and take appropriate action.

Consequences of Violation

Violations of this AUP can have serious consequences, which may include, but are not limited to, the following actions:

- **Warning:** In the event of a minor or first-time violation of this AUP, Leapwork may issue a warning to the offending party. The warning serves as a notification of the violation and a request for immediate compliance. The recipient will be informed about the specific nature of the violation and any corrective actions required to rectify it.
- **Suspension:** In cases of repeated or more severe violations, or where the violation poses a significant risk to the Services's security or integrity, Leapwork reserves the right to suspend access to the Services temporarily. During the suspension period, the offending party will lose the ability to access the Services. The suspension duration will be determined at the sole discretion of Leapwork and may vary based on the severity of the violation.

- **Termination:** For the most serious or repeated violations, Leapwork may choose to terminate access to the Services entirely. Termination is a last resort and will result in the permanent revocation of access to the Services. In such cases, the offending party will no longer be able to use any of the Services or features.
- **Legal Action:** In situations where a violation of this AUP results in legal consequences or financial damages to Leapwork or other parties, Leapwork may take legal action to seek redress. Legal action may include, but is not limited to, reporting violations to law enforcement, initiating civil lawsuits, or pursuing remedies as permitted by applicable laws.

The specific consequences for a violation of the AUP will be determined by Leapwork on a case-by-case basis, taking into account the nature, severity, and frequency of the violation, as well as any applicable laws and regulations. Additionally, Leapwork reserves the right to take immediate action to protect the Services and its users from potential harm.

Amendments & Representations

Leapwork reserves the right to amend this AUP at any time. Any changes will be communicated to you, and it is your responsibility to review the AUP periodically to ensure compliance.

By using Leapwork's Services, you acknowledge and agree to abide by this Acceptable Use Policy. Failure to comply may result in the suspension or termination of your access to the Services.

Please contact us at legal@leapwork.com if you have any questions or concerns regarding this policy.