

AI Features Addendum

This AI Features Addendum ("**AI Terms**") is added to and forms part of the applicable End User License Agreement, Master Subscription Agreement, or other agreement in place between Customer and Leapwork governing access to and use of the Leapwork products ("**Agreement**"), as additional terms. These AI Terms apply specifically to the use of Leapwork's "AI Blocks" and other AI components (collectively, "**AI Features**") integrated into the Leapwork software. Any capitalized terms used but not defined below have the meanings in the Agreement. Any capitalized terms also used in the Agreement will for the purposes of these AI Terms supersede the definition in the Agreement.

1 **Definitions.** The following additional definitions apply:

"AI Features": Refers to any artificial intelligence or machine learning functionality integrated into Leapwork software that can generate, suggest, or assist in generating content, recommendations, code, or other outputs based on user input.

"AI Input": Any data, content, or information provided by Customer or its Authorized Users when using the AI Features, including but not limited to inputs, prompts, and queries.

"AI Output": Any data, content, or information generated by the AI Features in response to AI Input, such as a test automation script.

"Authorized Users": Individuals who are authorized by Customer to use the Leapwork products, including the AI Features, in accordance with the Agreement.

2 **Use of AI Features**

2.1 **Prohibited Uses.** Customer and its Authorized Users shall not use the AI Features:

2.1.1 In any manner that violates applicable laws or regulations, including but not limited to laws related to privacy, data protection, and intellectual property.

2.1.2 To process or generate sensitive personal data, including but not limited to data related to health, race, ethnicity, political opinions, religious beliefs, sexual orientation, or biometric data, unless expressly supported in a written agreement between you and Leapwork.

2.1.3 For any malicious, harmful, or unethical purposes, including generating misleading information, spreading disinformation, or infringing on others' rights.

2.2 **Permitted Uses.** Customers and Authorized Users may use the AI Features to automate workflows, enhance testing processes, generate recommendations, and assist with content creation or coding within the bounds of the Agreement. Permitted uses include:

2.2.1 Automating routine tasks such as generating test automation scripts.

2.2.2 Using AI-generated insights to improve operational efficiency.

2.2.3 Leveraging AI-generated content for internal purposes, provided it complies with all applicable laws and regulations.

- 2.3 **Best Practices.** When using the AI Features, Customers and Authorized Users should:
- 2.3.1 Ensure that all inputs provided to the AI Features are lawful, non-sensitive, and free of personally identifiable information unless otherwise agreed upon.
 - 2.3.2 Regularly review and verify AI Outputs for accuracy and compliance with internal policies and legal requirements.
 - 2.3.3 Use the AI Features as a supplement to human judgment, rather than relying solely on AI for critical decisions.

3 Use and Ownership of Input and Output

- 3.1 **Ownership of AI Input:** Customer retains ownership of, and is responsible for, all AI Input processed when using the AI Features. This includes ensuring Customer grants Leapwork a worldwide, non-exclusive, royalty-free license to use, reproduce, and process the Customer Data solely for the purpose of providing and improving the AI Features.
- 3.2 **Ownership of AI Output:** Subject to Leapwork's ownership of the AI Features and underlying models, Customer shall have a license to use, modify, and distribute the AI Output, provided that such use complies with these AI Terms and the Agreement. Customer acknowledges that AI Output may not be unique and that similar output may be generated for other customers.
- 3.3 **Responsibility for Use:** Customer is solely responsible for the use of the AI Output and any decisions or actions taken based on such output. Leapwork disclaims any responsibility or liability for the consequences of Customer's use of the AI Output.

4 Warranties and Disclaimers

- 4.1 **No Warranty:** The AI Features are provided "as-is" without any warranties, express or implied, including but not limited to warranties of accuracy, reliability, non-infringement, fitness for a particular purpose, or that the AI Features will meet Customer's specific requirements.
- 4.2 **Limitations:** Leapwork does not guarantee that the AI Output will be accurate, complete, or error-free. Customer acknowledges that AI-generated content may contain errors or inaccuracies and should not be relied upon without independent verification.
- 4.3 **Indemnification:** Customer agrees to indemnify and hold Leapwork harmless from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's use of the AI Features or AI Output in violation of these AI Terms or the Agreement.

5 Additional Terms

- 5.1 **Order of Precedence:** If these AI Terms conflict with the Agreement, the AI Terms will take priority for any AI-related issues.
- 5.2 **Government Customers:** If Customer is a government entity, the AI Features are provided as a commercial item, and all AI Output shall be treated as "Commercial Computer Software" or "Commercial Computer Software Documentation" as those terms are defined in applicable government procurement regulations. The rights of the government to use, modify, reproduce, release, perform, display, or disclose the AI Features or AI Output are limited by these AI Terms.

- 5.3 **Modifications:** Leapwork reserves the right to modify these AI Terms at any time. Such modifications will be effective upon notice to Customer, and continued use of the AI Features after such notice constitutes acceptance of the modified AI Terms.
- 5.4 **Termination:** Leapwork may suspend or terminate access to the AI Features if Customer or its Authorized Users violate these AI Terms or the Agreement. Upon termination, Customer must immediately cease all use of the AI Features and delete any AI Output that violates these AI Terms.