

## Exhibit B - END USER LICENSE AGREEMENT

This End User License Agreement (the “**EULA**”) is entered into as of the date of the last part to sign the first Order Form placed under this EULA (“**Effective Date**”) and is made between the entity described as Customer on such Order Form (“**Customer**”) and the entity described as Leapwork on such Order Form (“**Leapwork**”). The Agreement applies to the licensing of the Software and provision of the Support Services and Professional Services to Customer as set forth in the applicable Order Form including the Documentation and any Statement of Work, if applicable. If a Partner has executed the Order Form on behalf of Customer, then Partner shall take on certain obligations of Customer as provided in Section 17 of this EULA.

### 1. DEFINITIONS

For the purposes of this EULA, the following terms have the following meanings:

**Agreement:** any written agreement executed or accepted by and between Leapwork and Customer for the licensing of the Software and the provision of Support Services and Professional Services consisting of, as applicable, this EULA, an Order Form, a SOW, the Documentation, and any other Leapwork terms attached, linked to, or included in any of the afore mentioned documents by written reference.

**Affiliates:** any corporation, partnership, or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by, or under common control of a party to the Agreement; “control” here means ownership, voting or similar interest representing more than fifty percent (50%) of the voting shares or otherwise having the power to direct the management of the entity.

**Agent/Robot:** a programme executing automation cases on virtual machines or in the cloud.

**Beta(s):** an early version of the Software that is made available to Customer for testing and feedback before its official release.

**Confidential Information:** has the meaning given to it in Section 5.1 (Confidentiality).

**Controller or Server:** is a server storing all automation assets and which orchestrates running and gathering results.

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

**Documentation:** the documentation provided by Leapwork to assist Users in the use of the Leapwork platform, describing the operational functionality (elements) of the Software, including user and system administrator guides and manuals, and is found at: <https://www.leapwork.com/product/documentation>.

**Deliverable:** all documents, reports, including any code or other tangible development work provided by Leapwork or one of its Affiliates as part of the Professional Services purchased by Customer or Partner on Customer's behalf, in an Order Form.

**Effective Date:** the earlier of: (i) the date on which the last party executed the Agreement or (ii) the Start Date; or (iii) if there is no Start Date, the date of the installation of the Software by a User.

**Initial Subscription Period:** the initial period commencing on the Start Date and continuing until the End Date included in an Order Form, and not including any Renewal Period.

**End Date:** the date included in the Order Form when the Subscription Period ends, and in case of Professional Services the date identified in the Order Form when such Professional Services shall terminate.

**Fees:** the Subscription Fees, the Service Fee and any other fees or prices payable under the Agreement by Customer, or Partner on Customer's behalf if applicable, under an executed or confirmed Order Form including any SOW included therein.

**Intellectual Property Rights:** 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.

**Leapwork:** means the Leapwork Affiliate identified in the Order Form or the EULA Acceptance Form, as applicable.

**Order Form:** an ordering document provided by Leapwork and signed or accepted by Customer (or Partner, on behalf of Customer, if applicable), which details, without limitation, the licensed Software, the applicable Initial Subscription Period, Subscription Fee payable, any applicable Support, Training and/or Professional Services to be provided by Leapwork, and sets out the Permitted Usage and applicable usage limitations for the Software or for any applicable Support, Training and/or Professional Services or the Documentation. If Customer is purchasing Professional Services as part of the Agreement such Order Form shall contain a SOW.

**Partner:** a separate legal entity which Leapwork or any of its Affiliates has a valid partner contract in place for the promotion and sublicensing of the Software and related Support, Training and/or Professional Services or for placing and processing orders from Customers as identified in an Order Form, and where the Partner shall take on the payment obligations on behalf of Customer.

**Permitted Usage:** means, as identified in an applicable Order Form, the limited purpose of use of the Software granted to Customer or to Customer's Affiliates' for their internal business purposes only, and that will be specified in terms of use case either for test automation or RPA (the "Use Case") and with regards to the applicable third-party product(s) as identified in the Order Form.

**Personal Data:** any information relating to an identified or identifiable natural person that can directly or indirectly identify the natural person, as defined by Regulation (EU) 2016/679 (GDPR). A person's data will be deemed not to be identifiable only if the information is anonymous and no link can be established between the sets of anonymous information and the natural person concerned.

**Professional Services:** any consultancy services, teaching, or instructional content, including any related documentation and any Deliverables provided by Leapwork or its Affiliates as set forth in an applicable Order Form or Statement of Work, but for the avoidance of doubt, expressly excluding any Support and Training Services provided in connection with the Agreement.

**Service Delivery Partner:** A specialized and trained third-party entity that Leapwork may engage to deliver Professional Services and/or Training Services. This partner is responsible for providing these services in alignment with Leapwork's standards and client expectations, leveraging their expertise to ensure effective and efficient service delivery.

**Service Fee:** the Fee payable by Customer (or Partner on behalf of Customer, if applicable) to Leapwork for Professional Services.

**Software:** the on premise software platform provided or branded by Leapwork provided through the internet and installed on Customer's hardware and that is licensed to Customer under this EULA in the edition detailed in an Order Form and that includes Software Releases, and expressly excludes any Third-Party Software.

**Software Release:** means any updates to the Software released by Leapwork to all customers licensing the same edition of the Software and which may contain, among other things, error corrections, enhancements, improvements, changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software and expressly excludes another software edition and its functionality or any future products or software marketed separately by Leapwork, including any updated Documentation, that Leapwork may provide to Customer from time to time during the Subscription Period by publishing it on <https://www.leapwork.com/releases>.

**Source Code:** 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.

**SOW or Statement of Work:** the part of the Agreement included in the Order Form that details the Professional Services purchased by Customer, or, as applicable, by Partner on Customer's behalf, including technical requirements, or any Deliverables applicable.

**Start Date:** means (i) for a Software license, the first day of the Subscription Period included in the Order Form; (ii) for the Professional Services the date identified in the Order Form when such services shall initiate.

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

**Subscription Fee:** means the recurring Fee payable to Leapwork by Customer (or if applicable, the Partner on behalf of Customer) for the licensing of the Software and the included Support Services covering a period of twelve (12) calendar months, unless otherwise agreed in an executed Order Form.

**Subscription Period:** the Term for which Leapwork offers the recurring/ongoing Software license and any included Support Services, as set forth in the relevant Order Form. A Subscription Period as defined under an applicable Order Form starts with the Initial Subscription Period and includes all subsequent renewal terms (where each such additional renewal term shall be referred to individually as “**Renewal Period**”) if applicable.

**Support Services:** the support and maintenance services as detailed in the applicable Order Form.

**Term:** the time period commencing with the Effective Date and including the Initial Subscription Period and any applicable subsequent Renewal Period and ending upon Agreement termination.

**Third-Party Software:** any third party applications or services provided by Customer or a third party and used by Customer for integration or use with the Leapwork Software.

**Third-Party Terms:** terms and conditions applicable between Customer and a third-party relating to Third-Party Software.

**Training Services:** any educational activities provided to enhance user competence with the Software, including instructor-led sessions (available online or in-person as separately arranged), access to digital training modules and tutorials, and distribution of related educational materials, applicable only for the duration as listed in the Order Form.

**Trial(s):** specified period during which the Customer is granted limited, free access to the Software for the purpose of evaluation, and that will be subject to the **Evaluation Agreement** found at <https://www.leapwork.com/legal/trial-agreement>.

**User:** means a named individual authorized to use the Software, and access the Studio on Customer’s behalf, who is either a Customer’s employee, an independent contractor, consultant, Partner, or similar person working for, on behalf, or under instruction of the Customer.

## 2. LICENSE GRANT

2.1. As of the Start Date and subject to Customer’s compliance with the Agreement, and in consideration of the payment of the applicable Subscription Fee, Leapwork hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, time-limited for the Term only, subscription-based license to install, access, execute, and use the Software listed in the applicable Order Form: (i) in object code; (ii) in accordance with the Documentation; (iii) for the Permitted Usage; and (iv) to be used by Users with a unique user log-in. Customer is entitled to make copies of the Software as may be necessary for ordinary backup and archival purposes.

2.2. Customer’s Affiliates may execute separate Order Forms containing the details of the Software and related Support, Training and/or Professional Services applicable to such Customer’s Affiliate. Each Order Form shall be deemed, upon its execution, to incorporate the terms and conditions of the Agreement and shall constitute a separate contract between Leapwork and such Customer’s Affiliate.

In such cases, references to the parties in the Agreement shall be construed as references to the parties under the applicable Order Form. For the avoidance of doubt, it is expressly agreed that Customer shall remain fully liable for its Affiliates' obligations under any applicable Order Form.

- 2.3. Subject to the restrictions on Confidential Information, 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 Customer or Customer's Users relating to the operation, use of the Software and the related Support, Training and/or Professional Services.
- 2.4. The Software contains features designed to interoperate with Third-Party Software. If Customer decides to use any of these features, Customer agrees that it is Customer's sole responsibility to source such Third-Party Software. Customer understands and agrees that Leapwork shall have no responsibility or liability with respect to the Third Party Software and Customer's use of Third-Party Software shall be subject to Third-Party Terms agreed between Customer and the Third-Party Software vendors. Any amounts payable to Third-Party Software vendors under Third-Party Terms are the sole responsibility of Customer and shall be paid directly by Customer to such Third-Party Software vendors.
- 2.5. **Trials and Betas.** Leapwork may offer optional Trials and/or Betas of the Software. The use of Trials and/or Betas is permitted only for Customer's internal evaluation during the period designated by Leapwork on the Order Form (or if not designated, during 30 days) and expressly excluding any production use. Either party may terminate the Trials and/or Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features never released. Notwithstanding anything else in the Agreement, if Customer chooses to use a Trial and/or Beta version of the Software, Customer understands and acknowledge that Leapwork offers no warranty, indemnity, SLA, Support or Training Services for Trials or Betas.
- 2.6. **Suspension.** Leapwork may suspend Customer's access to the Software due to one of the following events: (a) Customer's account is 30 days or more overdue as set forth in Section 4.6, (b) Customer is in breach of Section 3 (Use Restrictions) or (c) Customer's use of the Software risks material harm to the Software or others. Leapwork is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law.

### 3. USE RESTRICTIONS

- 3.1. Customer's use of the Software, the Support Services, the Professional Services, the Documentation and any Deliverables if applicable, is subject to the usage limitations in the applicable Order Form including but not limited to the number of Studio Users, Controllers, Agents/Robots, or any other designated metric included in the Order Form, the Software version, or the Agreement. If it is revealed that Customer has surpassed its applicable usage limits, or Permitted Usage for the Software, it shall,

pay additional Subscription Fees for the necessary license where the Subscription Fee increase shall be based on the then-current Subscription Fees payable by Customer pro-rated and co-termed to the applicable invoicing schedule in the Order Form. The parties shall work in good faith to execute an updated Order Form to reflect the actual Software license usage and updated Subscription Fees.

- 3.2. Customer may give access to or designate non-employees as Users of the Software only if: (i) their access and use of the Software is for and on behalf of Customer; (ii) the use of the Software is for the Permitted Usage and (iii) Customer shall at all times be responsible for any act or omission in breach of the Agreement. The foregoing shall be applicable to any other person to whom Customer or any of its Users may provide access to or allow to use the Software, Support Services, Training Services, Professional Services, and/or Documentation, whether such access or use is permitted by or in violation of the Agreement. For the avoidance of doubt, the Customer shall not allow any third party to access or use the Software except as expressly permitted by the Agreement.
- 3.3. Customer is responsible for the accuracy, quality, and legality of any Customer Data, the means by which Customer acquired any Customer Data and its use thereof in connection with the Software or the Support, Training, and/or Professional Services. Furthermore, Customer (a) will comply with Leapwork's **Acceptable Use Policy (AUP)** found at <https://www.leapwork.com/hubfs/Legal/acceptable-use-policy.pdf> and (b) represents and warrants that it has all rights necessary to use Customer Data with the Services and the Professional Services and grant Leapwork the necessary rights to Customer Data, without violating third-party intellectual property, privacy or other rights.
- 3.4. Customer shall use reasonable efforts to prevent unauthorized access to or use of the Software, Documentation, or Deliverables, if applicable, and notify Leapwork immediately of any such unauthorized access or use. Any use of the Software, Documentation, or Deliverables in breach of the foregoing by Customer that in Leapwork's own opinion threatens the confidentiality, integrity, or availability of the Software, may result in Leapwork's immediate suspension of the Software license as set forth in Section 2.6 and the AUP.

#### 4. FEES

- 4.1. Customer, or if applicable Partner on Customer's behalf, shall pay to Leapwork the applicable Subscription Fee and any applicable Service Fees as set forth in the applicable Order Form. For the avoidance of doubt, the parties agree that Subscription Fees are fully-earned upon the grant of the Software license key. All Subscription Fees cover an Initial Subscription Period of twelve (12) months unless otherwise agreed in writing. All Subscription Fees are, prepaid annually without any deduction, offset, setoff, counterclaim, or reduction, recoupment or other charge and are non-refundable, except as set out expressly in this EULA.
- 4.2. Provided that no other payment terms are agreed in an applicable Order Form or SOW, Leapwork shall invoice the Service Fees on the first day of every month for the Professional Services actually provided

to Customer in the previous month as per Customer approved time sheets. Travel expenses incurred by Leapwork or the Affiliate of Leapwork actually providing Professional Services to Customer at a requested location (on-prem. Professional Services) shall be paid by Customer.

- 4.3. Except as expressly provided in the applicable Order Form, Subscription Fees (and recurring Service Fee if applicable) for each Renewal Period will be equal to the corresponding Subscription Fee (and recurring Service Fee if applicable) in effect at the end of the Initial Subscription Period or immediately preceding Renewal Period, as applicable, escalated at a rate of eight percent (8%) per annum for the duration of the immediately succeeding Renewal Period.
- 4.4. 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.
- 4.5. Unless otherwise agreed in an executed Order Form, 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 higher, plus all expenses (including attorneys' fees) of collection and may result in immediate termination of the license granted to Customer hereunder.
- 4.6. If any Fees owed by Customer under the Agreement are 30 days or more overdue, Leapwork may, without limiting its other rights or remedies, accelerate Customer's Fee payment obligations under the Agreement and suspend the Software license, and if applicable stop provision of any ongoing Professional Services, until such amounts are paid in full.
- 4.7. All Fees and any other applicable sums payable under the Agreement are exclusive of VAT or any relevant local sales tax, value added tax, or withholding taxes. Customer is responsible for all taxes associated with the Software, Support Services and Professional Services, if any, other than domestic taxes based on Leapwork's net income.
- 4.8. Unless otherwise agreed by the parties in writing, notwithstanding anything to the contrary in this Section 4, and only for as long as Customer complies with the terms and conditions of the Agreement, Trials and Betas are provided without any applicable Subscription Fees.

## 5. CONFIDENTIALITY

- 5.1. Each party receiving confidential information (the "**Receiving Party**") of the other party (the "**Disclosing Party**") agrees that the latter has disclosed or may disclose non-public information relating to, without limitation, its business, technology, or finances (hereinafter referred to as "**Confidential Information**"). Confidential Information of Leapwork includes, without limitation, all non-public information regarding the Software's features, functionality, performance, product roadmap and especially its Source Code. Confidential Information of Customer includes non-public data provided by Customer to Leapwork to



enable the provision of the Software. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information as it would to protect its own Confidential Information but no less than a reasonable degree of care, and (ii) not to use (except in performance of the Support and/or Professional Services or as otherwise permitted herein) or divulge to any third party any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any Confidential Information that the Receiving Party can document that it: (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 or breach of confidentiality obligations by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party.

5.2. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

5.3. The Receiving Party will, at Disclosing Party's option, either return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of the Agreement, whichever comes first.

## 6. DATA PRIVACY

6.1. Customer may share some Personal Data with Leapwork strictly for the purpose of enabling Leapwork to provide the Software, the Support Services or the Professional Services (i.e., names, e-mail addresses and other contact information provided by Customer) (hereafter "**Account Information**"). Account Information is Personal Data and shall be handled in accordance with Leapwork's Privacy Policy as found on <https://www.leapwork.com/legal/privacy-policy>. Leapwork reserves the right to modify its Privacy Policy at its sole discretion from time to time.

6.2. Any Customer Data, which may include Personal Data, may be used with the Software, at Customer's sole discretion as a data controller. All Customer Data used with the Software, is solely running on servers managed by Customer as data controller and Leapwork has no access to any Personal Data used with the Software. Unless otherwise stated in an executed Agreement, Customer acknowledges that Leapwork does not process any Customer Data in conjunction with the Software and as such, Leapwork shall have no liability relating to Customer's processing of Personal Data in connection with the Software.



6.3. With regard to any processing of Account Information under an executed Agreement incorporating this EULA, each party shall comply at all times with its obligations under applicable data protection laws and regulations to any Personal Data processed under or in connection with the EULA 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, considering both the state-of-the-art 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.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. Customer acknowledges that the Software, the Documentation, or any Deliverables, if applicable (together the "**Leapwork IPR**"), are provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the Leapwork IPR under the Agreement, nor any other rights to the Leapwork IPR other than to use the Leapwork IPR in accordance with the license granted under this EULA, subject to all terms, conditions, and restrictions herein.
- 7.2. Leapwork reserves and shall retain their entire right, title, and interest in and to the Leapwork IPR and all intellectual property rights arising out of or relating to the Leapwork IPR, subject to the license expressly granted to Customer under the Agreement.
- 7.3. Licensee shall use commercially reasonable efforts to safeguard the Leapwork IPR licensed to it (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.
- 7.4. To the extent Customer purchases Professional Services, and subject to Customer's compliance with the terms of the Agreement and the SOW and full payment of any applicable Fees, Leapwork grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual license to copy, use and modify the Deliverables for Customer's internal business purposes only. Except as specifically authorized under the SOW or this EULA, Customer will not rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Deliverables or any portion thereof to any third party. As per the license granted herein, and save for Customer's ownership rights in any materials provided by Customer and incorporated by Leapwork into the Professional Services and the Deliverables, Customer acknowledges that the Professional Services and the related Deliverables include Leapwork's Intellectual Property Rights that are provided under license, and not sold to Customer. Save for the licenses expressly provided in this EULA, Customer does not acquire any ownership, title, or interest in the Professional Services or Deliverables, nor any other rights to the Professional Services or Deliverables.

## **8. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS**

8.1. IF THE SOFTWARE LICENSE GRANTED HEREIN IS PROVIDED IN CONSIDERATION OF THE PAYMENT OF A SUBSCRIPTION FEE, THEN LEAPWORK WARRANTS TO CUSTOMER 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; AND (II) WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS HELD BY THIRD PARTIES. IN THE EVENT OF A BREACH OF THE FOREGOING WARRANTY, LEAPWORK SHALL, AT ITS OWN DISCRETION, EITHER: (X) MAKE AVAILABLE A NEW COPY OF THE SOFTWARE WITHOUT ANY SUCH NON-CONFORMANCE, OR (Y) REMEDY OR CORRECT ANY SUCH NON-CONFORMANCE FREE OF CHARGE, PROVIDED THAT CUSTOMER PROVIDES REASONABLE INFORMATION (E.G. ERROR-LOGS) FOR LEAPWORK TO ASSESS AND REMEDY THE BREACH. THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND LEAPWORK'S SOLE LIABILITY UNDER THE AGREEMENT AND THE LIMITED WARRANTY SET FORTH IN THIS SECTION 8.1.

8.2. WITH REGARD TO THE SOFTWARE, DOCUMENTATION, SUPPORT SERVICES AND PROFESSIONAL SERVICES OR ANY OTHER OFFERING PROVIDED BY LEAPWORK UNDER THIS EULA OR THE AGREEMENT, LEAPWORK PROVIDES NO ADDITIONAL WARRANTIES OTHER THAN THE ONES EXPRESSLY SET OUT IN THIS SECTION 8. FOR CLARITY, LEAPWORK DISCLAIMS ANY AND ALL ADDITIONAL WARRANTIES REGARDLESS OF WHETHER THEY ARE EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, SUCH AS BUT WITHOUT LIMITATION: (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 CUSTOMER'S 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 SOFTWARE, DOCUMENTATION OR PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE CUSTOMER BEARS THE ENTIRE RISK OF USING THE SOFTWARE AND THE DOCUMENTATION.

## 9. INDEMNIFICATION

9.1. Leapwork will indemnify, defend and hold Customer harmless against claims brought against it by a third party alleging that Customer's use of the Software according to the terms of this EULA, infringes the intellectual property rights, or constitutes a misappropriation of a trade secret of a third party ("**Third-Party Claim**"). Leapwork shall pay any costs, liabilities, losses, and expenses (including but not limited to, reasonable attorneys' fees) finally awarded against Customer as a result of a Third-Party Claim or for amounts paid by Customer under a settlement approved (in writing) by Leapwork provided that Customer: (i) promptly notifies Leapwork in writing of the Third-Party Claim; (ii) gives Leapwork all reasonable assistance with the Third-Party Claim at Leapwork's expense; and (iii) gives Leapwork sole control over the defense and settlement thereof except that Leapwork may not settle any Third-Party Claim unless it unconditionally releases Customer of all liability. Excluded from Leapwork's above

indemnification obligations are claims to the extent they are arising from or related to: (i) the use of the Software and Documentation in violation of the Agreement, or applicable law; (ii) continued use by Customer of the Software and Documentation after Leapwork has notified Customer in writing to cease the use of the Software and/or Documentation; (iii) any Third-Party Software or 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 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 Customer's custom requirements or specifications if and to the extent such compliance with Customer's custom requirements or specifications resulted in the infringement; (vii) where Customer has not given prompt notice of a Third-Party Claim. If Customer's use of the Leapwork Software becomes subject of a Third-Party Claim, Leapwork shall at its sole option, either: (i) procure, at no cost to 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 remedies in subsections (i) or (ii) above are commercially feasible, immediately terminate the Agreement (and Customer's rights to use the Software), and refund to Customer Fees paid but unused for the Leapwork Software and Support Services on a pro rata basis for the remainder of the Subscription Period.

## **10. LIMITATION OF LIABILITY**

10.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, LOSS OF BUSINESS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.2. SAVE FOR THE EXCLUDED CLAIMS TO WHICH THE LIMITATION IN THIS SECTION 10.2 SHALL NOT APPLY, IN NO EVENT WILL EITHER PARTY'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' OR SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL FEES PAYABLE BY CUSTOMER (OR BY PARTNER ON BEHALF OF CUSTOMER AS APPLICABLE) TO LEAPWORK FOR THE SOFTWARE AND ANY APPLICABLE SUPPORT SERVICES AND PROFESSIONAL SERVICES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN THIS SECTION 10.2 "EXCLUDED CLAIMS" SHALL MEAN:

(A) CLAIMS FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT.

(B) CLAIMS RELATING TO MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR BREACH OF SECTIONS 2.1 AND 3 OF THIS EULA;

(C) CLAIMS BASED ON GROSS NEGLIGENCE OR WILFUL MISCONDUCT;

(D) CLAIMS RELATING TO FEES OWED UNDER THE AGREEMENT; OR

(E) ANY LIABILITY THAT CANNOT BE CAPPED UNDER APPLICABLE LAW.

10.3. THE LIMITATIONS SET FORTH IN THIS SECTION 10 SHALL APPLY EVEN IF THE REMEDIES OFFERED UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

## 11. TERM AND TERMINATION

11.1. Unless otherwise terminated as per this Section 11, the Agreement shall begin on the Effective Date and shall continue until the later of: (i) the expiry of the Term; (ii) immediately after the provision in full of the Professional Services.

11.2. Either party may terminate this EULA and the applicable Agreement for cause upon written notice if the other party is in material breach of the Agreement and the material breach remains uncured after thirty (30) days from the date of the notice. Where the Agreement is terminated by Customer in accordance with this Section 11.2, Leapwork will refund the pro-rated Subscription Fees paid by Customer for the period starting on the effective date of termination and ending at the end of the Subscription Period.

11.3. Unless otherwise agreed in an executed Order Form, after the expiry of the Initial Subscription Period, the subscription license shall automatically renew for additional terms of one (1) year each (each "**Renewal Period**"), 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 such license. For the avoidance of doubt, this Section is not applicable to a no-Fees-paid, Trial or Beta license of the Software.

11.4. Upon expiration or earlier termination of this EULA as set out herein, the license for the (Trial and/or Betas) Software granted herein shall also terminate, and: (i) Customer shall immediately cease using, uninstall and destroy all copies of the (Trial and/or Betas) Software and Documentation from Customer's systems (ii) all of Customer's rights hereunder will immediately terminate and Leapwork will have no further liability to Customer in connection herewith, and (iii) each party shall delete or destroy all Confidential Information and embodiments thereof and certify to Leapwork that such action was taken, at Customer's expense. No expiration or termination shall affect Customer's obligation to pay all accrued Fees that may have become due before such expiration or termination.

11.5. Notwithstanding anything to the contrary in Section 4.5 above, Customer's breach of any payment obligation hereunder constitutes a default on the date the payment is due and Leapwork shall have at its own discretion, the right to terminate any executed Agreement, and this EULA.

11.6. In addition to the foregoing, either party may immediately terminate any executed Agreement and this EULA by written notice to the other party if: (i) the other party ceases to do business or becomes insolvent; (ii) upon institution by the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debt; (iii) upon the institution of such proceedings against the other party, which are not dismissed or otherwise resolved in such party's favour within sixty (60) days thereafter; or (iv) upon the other party making a general assignment for the benefit of creditors. In any such case, no Fees paid hereunder, shall be subject to repayment or credit in whole or in part in connection with any such termination, nor relieve Customer of its obligations to make all payments due hereunder without deduction, offset, setoff, counterclaim or reduction, recoupment, or other charge.

11.7. All Sections of this EULA, 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, indemnification, limitation of liability, and miscellaneous provisions.

## **12. EXPORT REGULATION, ANTI-CORRUPTION AND ANTI-TERRORISM**

12.1. The Software and any applicable Support and/or Professional Services 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. 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.

12.2. Customer agrees that 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 the Agreement.

12.3. 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.

## **13. FORCE MAJEURE**

13.1. Neither party is liable for a breach or delay in performance that is 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. For the avoidance of doubt, this Section shall not affect Customer's or if applicable Partner's payment obligations under the Agreement.

## **14. MISCELLANEOUS**

- 14.1. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.
- 14.2. No party shall assign or transfer its rights or obligations under the Agreement in whole or in part, without the prior written approval of the other party, except that either party may assign or transfer its rights and obligations under the Agreement: (i) to the benefit of that party's selected Affiliate, provided that the assigning party shall be responsible for any failure of the Affiliate to perform its obligations under the Agreement, or (ii) in connection with a merger or sale of all or a substantial part of its business to which such rights and obligations pertain.
- 14.3. This EULA, and any executed Agreement between the parties, if applicable, including the associated Order Form, and all other documents that are incorporated by reference therein, is the entire agreement between Leapwork and Customer regarding Customer's use of the Software, related Support and Professional Services, Deliverables, and Documentation and supersedes all prior NDAs or agreements on the same subject matter as well as any proposals, or representations, communications, whether written or oral, concerning its subject matter. For the avoidance of doubt, the parties expressly exclude the applicability of any additional and subsequent terms and conditions included, for example and without limitation, in any of Customer's purchase order terms, security questionnaire, RFI, RFP documents, any e-mail communications sent to Leapwork from time to time, etc., unless otherwise stated in an executed Order Form. In the event of conflict or inconsistency among the following documents, the order of precedence shall be: (1) the main body of an executed Order Form; (2) any exhibit or attachment to the executed Order Form; (3) this EULA and applicable addendums; and (4) the Documentation.
- 14.4. Customer hereby grants Leapwork a revocable, non-exclusive, time limited for the Term only license to list Customer's name and display it in the "Our Customers" section of Leapwork's website and to use Customer's name and logo in Leapwork's customer list but at all times only to the extent that other customers of Leapwork are also named on such a customer list. Any additional use by Leapwork of Customer's name, logo, or trademark requires the prior written consent of Customer.
- 14.5. The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.
- 14.6. Any waiver, modification, or amendment of any provision of the Agreement, including any amendment of an Order Form, will be effective only if made in writing and signed by the parties thereto.
- 14.7. **NOTICES:** If Customer would like to notify Leapwork on any matter relating to the Software license and the Agreement, or for any additional information it shall contact [legal@leapwork.com](mailto:legal@leapwork.com). Leapwork may

notify Customer using the contact information provided in the Order Form or any contact information shared with Leapwork from time to time. It is Customer's responsibility to keep its contact information up to date to receive notifications from Leapwork.

14.8. **Audit.** Leapwork may, no more than once every 12 months, upon seven (7) days' prior written notice to Customer, appoint Leapwork personnel or an independent third-party auditor (who is obliged to maintain confidentiality) to inspect Customer records, systems, and if necessary only its facilities to verify that Customer's installation and use of Software is in conformity with the license(s) granted by Leapwork. If the audit discloses a shortfall in licenses for the Software, Customer will immediately acquire any necessary licenses, subscriptions, and pay applicable back support Fees. 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 audit.

14.9. Customer hereby acknowledges and agrees that the Software contains features that provide Leapwork with limited Software usage insights such as, but not limited to, types of tests run, performance logs, Software features used to allow for continuous improvements in the Leapwork products. For the avoidance of doubt, such insights do not include any Personal Data.

14.10. Leapwork may provide all or part of the Support Services, Training Services and/or Professional Services via any of its Affiliates or a Service Delivery Partner. Leapwork shall in all cases remain fully responsible for all its obligations under the Agreement, including for acts or omissions of any of its Affiliates or Service Delivery Partners providing the Support, Training and/or Professional Services, treating those acts or omissions as if they were those of Leapwork.

14.11. Subject to its obligations of confidentiality, Leapwork shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how and techniques within the scope of its business that are used or developed in the course of providing its Professional Services and Deliverables to Customer.

14.12. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Neither party is the representative of the other party for any purpose and neither has power or authority to act as agent or employee or to represent, act for, bind, or otherwise create or incur any obligation on behalf of the other party.

## 15. GOVERNING LAW; AND JURISDICTION

15.1. If Customer has its registered office (as per the Order Form) in Canada or the United States of America, the Agreement shall be governed by the laws of the state of California and any dispute regarding the interpretation, the conclusion, the performance or the termination of the Agreement not resolved amicably by the parties or through arbitration in accordance with Section 15.4 below, shall be subject to



the exclusive jurisdiction of the courts of San Francisco, or if that court lacks subject matter jurisdiction, in any California State Court.

15.2. If Customer has its registered office (as per the Order Form) in Europe or anywhere else that does not fall under Sections 15.1 and 15.3, then the Agreement shall be governed by the laws of Denmark and any dispute regarding the interpretation, the conclusion, the performance or the termination of the Agreement not resolved amicably by the parties or through arbitration in accordance with Section 15.4 below, shall be subject to the exclusive jurisdiction of the courts of Copenhagen, Denmark.

15.3. If Customer has its registered office (as per the Order Form) in the United Kingdom, then the Agreement shall be governed by the laws of England and Wales and any dispute regarding the interpretation, the conclusion, the performance, or termination of the Agreement not resolved amicably by the parties or through arbitration in accordance with Section 15.4 below, shall be subject to the exclusive jurisdiction of the courts of London, England.

**15.4. Dispute Resolution:**

15.4.1. **Negotiation:** In the event of any dispute, claim, or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation, or validity thereof ("**Dispute**"), the parties shall first endeavour to resolve the Dispute through good faith negotiations. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the Dispute and the relief requested. The parties shall promptly meet and attempt to resolve the Dispute in an amicable manner within three (3) weeks of receiving such notice.

15.4.2. **Arbitration:** If the parties are unable to resolve the Dispute through negotiation within the aforementioned three (3) weeks, either party may elect to submit the Dispute to binding arbitration.

15.4.2.1. If Section 15.1 is applicable, then the arbitration shall be conducted under the JAMS Comprehensive Arbitration Rules and Procedures, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, chosen jointly by the parties. The seat, or legal place, of arbitration, shall be the City and County of San Francisco, California. The language to be used in the arbitral proceedings shall be English.

15.4.2.2. If Section 15.2 is applicable, then the arbitration shall be conducted under the Danish Institute of Arbitration, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one, chosen jointly by the parties. The seat, or legal place, of arbitration, shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English.

15.4.2.3. If Section 15.3 is applicable, then the arbitration shall be conducted under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of

arbitrators shall be one, chosen jointly by the parties. The seat, or legal place, of arbitration, shall be London, UK. The language to be used in the arbitral proceedings shall be English.

15.4.3. **Litigation:** If arbitration is not elected or does not result in a final, binding decision, the parties may then pursue litigation in a court of competent jurisdiction in accordance with the above Sections 15.1 to 15.3 (as applicable) that also set out the applicable law and venue for bringing a claim in the defined territory, and the parties hereby consent to the exclusive jurisdiction and venue of such courts for the resolution of any Dispute not resolved by arbitration.

## 16. COUNTRY SPECIFIC TERMS

16.1. The below amendments shall apply if Customer is a US Company:

16.1.1. Section 2.1 (License Grant) is amended to include the following language at the bottom of the Section: *"If Customer is a U.S. Government entity, or if an executed Agreement becomes subject to the Federal Acquisition Regulations (FAR), then, the Software, provided under the EULA 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 EULA. 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."*

16.1.2. In Section 6.1 above, the applicable data protection laws shall be deemed to include specifically the California Consumer Privacy Act ("**CCPA**").

16.1.3. Section 6.3. is hereby added to the EULA as follows: *"6.3 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 of the Agreement, 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 an executed 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 into the Agreement."*

## 17. SPECIAL TERMS APPLICABLE TO PARTNER

- 17.1. If a Partner is entering into an Order Form on behalf of Customer, then references to “Customer” in Section 4 (Fees), and Section 11 (Term and Termination) of the EULA, shall be deemed to also refer to Partner. Any obligation to provide certain notices relating to the Agreement and the use of the Software may be provided by Leapwork to Partner, and Customer may provide notices and communications to Leapwork through Partner.
- 17.2. For the avoidance of doubt, the Agreement governs Customer’s use of the Software and applicable Support and Professional Services related to the Software and provided by Leapwork or Leapwork’s Affiliates only. Customer acknowledges that Leapwork or its Affiliates will not be responsible for any terms, conditions, license grant, warranties, pricing commitments or any additional obligations offered to Customer by the Partner or its Affiliates or any third party in any contract or otherwise if Leapwork is not a party to that Agreement.
- 17.3. All Any terms that contradict or exceed the terms of this EULA, or an Agreement made directly with Leapwork, are not Leapwork’s responsibility and Leapwork disclaims any liability with regard to such third-party terms, even if those terms reference Leapwork. Leapwork shall not be liable for any acts or omissions of the Partner or its Affiliates, or for any third-party products or services provided to Customer by such Partner, or its Affiliates or any other third party.
- 17.4. For any software licences provided to a Partner in relation to the partner agreement with Leapwork or any of its Affiliates (the “Partner Agreement”), and where such license is granted for the fulfilment of Partner’s obligations under the Partner Agreement, the license grant in Section 2.1 above is amended to remove any mention of applicable Subscription Fees and the “Permitted Usage” is amended to mean “for Partner’s internal business purposes only for the fulfilment of Partner’s obligations under the Partner Agreement”.

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