

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the “**MSA**”) is entered into as of the date of the last party to sign the first Order Form placed under this MSA (“**Effective Date**”) and is between the entity described as Leapwork on such Order Form (“**Leapwork**”) and the entity described as Customer on such Order Form (“**Customer**”). The MSA applies to the provision of Services, Support Services, Training Services and Professional Services 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 MSA.

1. DEFINITIONS

For the purposes of this MSA the following terms have the following meanings:

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: a programme executing automation cases on virtual machines or in the cloud.

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

Base Application(s): means Leapwork's test automation software configured specifically for enterprise-level systems such as CRM or ERP platforms. The Base Application is the foundational element from which test flows are typically initiated. The test flow's starting point determines the specific Base Application, requiring a distinct license for each specific software system.

Beta(s): an early version of the Services 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: is a server storing all automation assets which orchestrates running and gathering results.

Customer Data: any electronic data or information submitted, collected, processed, or managed by, or for, Customer in conjunction with Customer's use of the Services and/or provision of Professional Services and that is not part of the Service or Professional Services themselves.

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.

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

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 first use of the Services by a Named User, or the date the parties initiate set-up of the Services, as applicable.

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.

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.

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: the Leapwork Affiliate identified in the Order Form or the MSA Acceptance Form, as applicable.

Named User: an individual who is assigned a unique, non-transferable login for exclusive use on the Leapwork platform. These credentials are confidential and designed to maintain system security and integrity. Named Users are authorized by the MSA to access Leapwork's software according to their specific roles and responsibilities.

Order Form: an ordering document provided by Leapwork and signed by Customer (or Partner, on behalf of Customer, if applicable), which details, without limitation, the licensed Services, 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 Services or for any applicable Professional Services or the Documentation. If Customer is purchasing Professional Services as part of the Agreement such Order Form shall contain a SOW.

Parallel Testing Capacity: the ability of the Base Application to conduct multiple automated tests concurrently. This capacity reduces overall testing time and increases efficiency. Customers may purchase additional Agents to expand their testing capabilities.

Partner: a separate legal entity which Leapwork or any of its Affiliates has a valid partner contract in place for the promotion and sublicensing/delivery of the Services 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. 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.

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.

Secondary Application: refers to the additional functional connections between a Base Application and other systems, designed to enable automated testing across multiple platforms by facilitating data exchanges and workflow simulations. Each Secondary Application enhances the operational scope of a Base Application within an end-to-end testing setup.

Service Delivery Partner: a specialized and trained third-party entity that Leapwork may engage to deliver Professional Services and/or Training Services on its behalf. This entity 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.

Services: the platform subscription services provided by Leapwork to the Customer under the Agreement on a Platform-as-a service (PaaS) basis, which combines on-premises and cloud functionalities. Access to the platform is provided via the interface notified to the Customer by Leapwork from time to time, as more particularly described in the Order Form and Documentation, and which expressly excludes any Third-Party Software. For the avoidance of doubt, the definition of Services excludes Professional Services.

Software Release: means any updates to the Services released by Leapwork to all customers which may contain, among other things, error corrections, enhancements, improvements, changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Services, including any updated Documentation, that Leapwork may provide to Customer from time to time during the Subscription Period.

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 Services 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: (i) for the Services – 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 Services that is used to create and maintain automation cases as well as review results.

Subscription Fee: the recurring Fee payable to Leapwork by Customer (or if applicable, the Partner on behalf of Customer) for the provision of the Services 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 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 Services.

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 Services, 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 Services for the purpose of evaluation, and that will be subject to the **Evaluation Agreement** found at <https://www.leapwork.com/legal/trial-agreement>.

2. LICENSE GRANT

2.1. License Grant. 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 access and use the Services listed in the applicable Order Form: (i) in accordance with the Documentation; (ii) for the Permitted Usage; and (iii) to be used by Named Users with a unique user log-in.

2.2. Affiliate Usage. Customer's Affiliates may execute separate Order Forms containing the details of the Services 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. Feedback License. Subject to the restrictions on Confidential Information, Customer grants to Leapwork a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, or other feedback provided by Customer or Customer's Named Users relating to the operation, use of the Services and the related Support, Training and applicable Professional Services.

2.4. Third-Party Software. The Services contain 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. Support and SLA. Leapwork will (a) make the Services available to Customer pursuant to the Agreement and the applicable Order Form, (b) provide the applicable support for the Services to Customer and/or the upgraded support package if purchased by Customer as agreed in the Order Form, and (c) comply with the Service Level Agreement attached as Appendix A.

2.6. Trials and Betas. Leapwork may offer optional Trials and/or Betas of the Services. 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 Services, Customer understands and acknowledges that Leapwork offers no warranty, indemnity, SLA, Support or Training Services for Trials or Betas.

2.7. Access Suspension. Leapwork may suspend Customer's access to the Services 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 Services risks material harm to the Services 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. Usage Limitations. 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 specified in the applicable Order Form, including but not limited to the number of Named Users, Secondary Applications, Parallel Testing Capacity, Controllers, Agents, or any other designated metric included in the Order Form or the Agreement. If it is discovered that Customer has exceeded its applicable usage limits or Permitted Usage for the Services, Customer shall pay additional Subscription Fees for the necessary licenses. The increase in Subscription Fees shall be based on the then-current Subscription Fees, 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 Services license usage and the updated Subscription Fees.

3.2. User Designation. Customer may give access to or designate non-employees as Named Users of the Services only if: (i) their access and use of the Services is for and on behalf of Customer; (ii) the use of the Services 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 Named Users may provide access to or allow to use the Services, Support Services, Training Services, Professional Services and 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 Services except as expressly permitted by the Agreement.

3.3. Compliance and Acceptable Use. 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 Services, 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 incorporated by reference 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. Unauthorized Use. Customer shall use reasonable efforts to prevent unauthorized access to or use of the Services, Documentation, or Deliverables, if applicable, and notify Leapwork immediately of any such unauthorized access or use. Any use of the Services, Documentation, or Deliverables in breach of the foregoing by Customer that in Leapwork's own opinion threatens the confidentiality, integrity, or availability of the Services, may result in Leapwork's immediate suspension of the Services license as set forth in Section 2.7 and the AUP.

4. FEES

4.1. Payments. 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 access to the Services. 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 MSA.

4.2. Invoicing (Professional Services). 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. Fee Escalation. 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. Fee Conditions. 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. Payment Terms. 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. Overdue Remedies. 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 Services license, the Customer's use of the Services, and if applicable stop provision of any ongoing Professional Services, until such amounts are paid in full.

4.7. Tax Responsibilities. 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 Services and Professional Services, if any, other than domestic taxes based on Leapwork's net income.

4.8. Trials and Betas. 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. Protection of Confidential Information. 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 Services' 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 Services. 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 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. Permitted Disclosures. 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. Return or Destruction. 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 Compliance with Data Protection Laws. With regard to any processing of Customer Data under an executed Agreement incorporating this MSA, or any incidental Personal Data under or in connection with the Agreement, 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 Agreement including, without limitation, the General Data Protection Regulation 2016/679 ("GDPR"), and all national legislation implementing or supplementing the foregoing, all as amended, re-enacted and/or replaced and in force from time-to-time. In this respect, both parties will take appropriate technical and organizational security measures, 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.

6.2. Data Processing Agreement. The parties acknowledge and agree that the provision and use of the Services and the provision of Professional Services, including, without limitation, any information transmitted to, or stored by Leapwork, is governed by the Data Processing Agreement found at <https://www.leapwork.com/hubfs/Legal/data-processing-addendum.pdf> (the "DPA"), incorporated as part of the Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. License, Not Sale. Customer acknowledges that the Services, 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 MSA, subject to all terms, conditions, and restrictions herein.

7.2. Ownership Retention. 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. Protection of API. Customer 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. Use of Deliverables. 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 MSA, 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 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 MSA, Customer does not acquire any rights, ownership, title, or interest in the Professional Services or Deliverables.

8. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

8.1. SOFTWARE WARRANTY. IF THE SERVICES' SUBSCRIPTION-BASED 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 SERVICES 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 VERSION OF THE SERVICES 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. WARRANTY DISCLAIMER. WITH REGARD TO THE SERVICES, DOCUMENTATION, THE PROFESSIONAL SERVICES OR ANY OTHER OFFERING PROVIDED BY LEAPWORK UNDER 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 SERVICES OR INFORMATION AVAILABLE FROM THE SERVICES; OR (III) THE INTEROPERABILITY WITH CUSTOMER'S OR THIRD-PARTY SOFTWARE. THE CUSTOMER UNDERSTANDS THAT THE SERVICES AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS ONLY AND LEAPWORK DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE SERVICES, DOCUMENTATION AND/OR PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE CUSTOMER BEARS THE ENTIRE RISK OF USING THE SERVICES 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 Services according to the terms of this MSA, 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 Services and Documentation in violation of the Agreement, or applicable law; (ii) continued use by Customer of the Services and Documentation after Leapwork has notified Customer in writing to cease the use of the Services and/or Documentation; (iii) any Third-Party Software or Customer Data; (iv) modifications to the Leapwork Services 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 Services 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 Services 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 Services; or (ii) modify the Services 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 Services), and refund to Customer Fees paid but unused for the Leapwork Services on a pro rata basis for the remainder of the Subscription Period.

10. LIMITATION OF LIABILITY

10.1. EXCLUSION OF DAMAGES. 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. LIABILITY CAP. SAVE FOR THE EXCLUDED CLAIMS TO WHICH THE LIMITATION IN THIS SECTION 10.2 SHALL NOT APPLY, IN NO EVENT WILL EITHER PARTY 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 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 MSA;
- (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. GENERAL APPLICABILITY. 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. Term. 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. Termination for Cause. Either party may terminate this MSA 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. Renewal. 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 Services.

11.4. Effect of Termination. Upon expiration or earlier termination of this MSA as set out herein, the license for the (Trial and/or Betas) Services granted herein shall also terminate, and: (i) Customer shall immediately cease using the (Trial and/or Betas) Services and/or Documentation; (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 if requested certify to the other party that such action was taken, at its own 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. Termination for Payment Defaults. 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, including this MSA, with immediate effect.

11.6. Termination for Insolvency. In addition to the foregoing, either party may immediately terminate any executed Agreement and this MSA 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. Survival. All Sections of this MSA, 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. Compliance with Export Controls. The Services and any applicable 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 Named User to access or use the Services in a country or region listed on any Export Controls and Sanctions List.

12.2. Anti-Corruption Compliance. 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. Anti-Terrorism Compliance. 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. Exemption from Liability. 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. Severability. 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. Assignment and Transfer. 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. Entire Agreement. This MSA, 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 Services, related 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 MSA and applicable addendums, and (4) the Documentation.

14.4. Use of Customer's Name. 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. Beneficiaries. 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. Amendments. 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 Services and the Agreement, or for any additional information, it shall contact 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.

14.8.1. Audit Authority. Leapwork or its designated independent third-party auditor, who is obliged to maintain confidentiality, reserves the right to conduct audits to verify compliance with the terms of this Agreement, including but not limited to the Acceptable Use Policy and Permitted Usage. These audits may be conducted at any time during the Subscription Period and for a period of one (1) year following the expiration or termination of the Subscription. Leapwork shall provide the Customer with at least seven (7) days' prior written notice before initiating any such audit.

14.8.2. Frequency and Notice. Audits shall not occur more frequently than once every 12 calendar months unless Leapwork has reasonable grounds to suspect non-compliance with this Agreement. In such cases of suspected non-compliance, Leapwork may conduct additional audits and shall provide at least two (2) business days' prior written notice.

14.8.3. Scope of Audit. The audit may involve the examination of any relevant documentation, system logs, and other data pertinent to the use of the software. It may include on-site inspections or remote assessments, depending on the specific concerns being addressed.

14.8.4. Customer Cooperation. Customer agrees to provide full cooperation during audits, which includes granting access to the relevant information and systems. Customer shall also ensure that its staff and representatives are available to assist Leapwork or its auditor during the audit process.

14.8.5. Audit Findings and Remediation. If an audit shows that the Customer's software use exceeded or still exceeds the licensed scope, the Customer must immediately purchase the necessary additional licenses and retroactively pay the applicable Fees for the over-used period. Additionally, if the fee underpayment exceeds 5% of the due license Fees, the Customer must cover the costs of the audit.

14.8.6. Confidentiality. All information obtained by Leapwork or its auditor during the audit will be treated as confidential and will be handled as such.

14.8.7. Resolution of Discrepancies. Leapwork will provide a detailed audit report to the Customer, and the Customer will have thirty (30) days from receipt of the report to address and remediate any discrepancies identified. Failure to resolve these discrepancies may lead to enforcement actions, including but not limited to the termination of the software license as per the Agreement's termination provisions.

14.9. Usage Insights Collection. Customer hereby acknowledges and agrees that the Services contains features that provide Leapwork with limited Services usage insights such as, but not limited to, types of tests run, performance logs, Services features used to allow for continuous improvements in the Leapwork products.

14.10. Use of the Client Portal. Customer may use the Client Portal to update settings, administer profiles, open/view support tickets, and more. Further, Customer may leverage various insights and analytics if Customer also enables data sharing from their Controller with Leapwork's cloud infrastructure. For the avoidance of doubt, the Client Portal does not form part of the Services and/or Professional Services under this Agreement and Leapwork offers no representations, warranties, indemnities, SLAs or Support Services, or other terms of any kind in respect of the Client Portal. The Client Portal is provided "as is" and all statutory warranties and conditions are excluded to the fullest extent possible.

14.11. Use of AI Features. Customer may use Leapwork's AI Features by enabling the relevant AI Features within the Client Portal. Any such use of AI Features will be governed by Leapwork's AI Features Addendum, which is incorporated by reference into this Agreement and available at <https://www.leapwork.com/hubfs/Legal/ai-features-addendum.pdf>. Leapwork reserves the right to update the AI Features Addendum from time to time, and Customer's continued use of the AI Features following any such updates constitutes acceptance of the updated terms.

14.12. Leapwork Affiliates and Service Delivery Partners. 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, when acting as the prime, 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 subcontracted Support, Training and/or Professional Services, treating those acts or omissions as if they were those of Leapwork.

14.13. Professional Services Sold by Partners. Where the Customer engages directly with a Partner for the purchase of third-party professional services related to Leapwork software, Leapwork bears no liability for the performance or delivery of such services. The Partner is solely responsible for all services sold and provided, and any claims or disputes must be resolved directly with the Partner. Leapwork's obligations are limited to the software as governed by this MSA, as well as any Professional Services delivered by Leapwork where Leapwork is the prime contractual party.

14.14. Use of Knowledge and Experience. 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.

14.15. Independent Contractor Status. 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. North America Jurisdiction. 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 in San Francisco, or if that court lacks subject matter jurisdiction, in any California State Court.

15.2. European and ROW Jurisdiction. 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, 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. UK Jurisdiction. If Customer has its registered office (as per the Order Form) in United Kingdom, the Agreement shall be governed by the laws of England and Wales; 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 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 endeavor 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 Services, provided under the Agreement 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."*

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 Agreement 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 CUSTOMER AND PARTNER WHERE PARTNER IS THE CONTRACTING PARTY

17.1. Fees and Notices. If a Partner enters into an Order Form on behalf of Customer, references to "Customer" in Section 4 (Fees) and Section 11 (Term and Termination) of the MSA will also apply to the Partner. Leapwork may provide required notices relating to the Agreement and software usage to either the Partner or the Customer. Likewise, Customer may send notices or communications to Leapwork through the Partner.

17.2. Partner's Responsibility for Third-Party Terms. For the avoidance of doubt, the Agreement governs Customer's use of the Services and applicable Support and Professional Services related to the Services and as 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. Disclaimer of Liability for Partner Actions and Third-Party Terms. Leapwork disclaims any responsibility for terms that contradict or exceed the MSA or any Agreement made directly with Leapwork, including third-party terms referencing Leapwork. Leapwork is not liable for any acts or omissions of the Partner, its Affiliates, or third-party products or services provided by the Partner.

17.4. License Restrictions for Partner's Internal Use. For any software licences provided to a Partner in relation to any partner agreement with Leapwork or any of its Affiliates, and where such license is granted for the fulfilment of Partner's obligations under the relevant 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".

APPENDIX A

SERVICE LEVEL AGREEMENT FOR LEAPWORK-AS-A-SERVICE

This Service Level Agreement (SLA) sets forth certain service levels, performance metrics and measurements applicable to Leapwork's delivery of the cloud infrastructure for the Services ("Service Levels"). Services will be provided at a level conforming to or exceeding the applicable Service Levels set forth in this Appendix.

1. DEFINITIONS

The terms appearing in initial capitals not defined in this Appendix shall have the meanings ascribed to those terms in the MSA.

"Business Day(s)": any day on which financial institutions are open for business but excluding Saturday, Sunday, or a national holiday in the country where the Leapwork entity signing the applicable Order Form is incorporated.

"Business Hour(s)": 09:00 am to 5:00 pm on Business Days, with the applicable time zone being the time zone used by the Leapwork entity signing the applicable Order Form.

"Exclusions": the exclusions set forth in Section 3 of this Appendix.

"Maintenance Window": the scheduled period of time during which routine maintenance, updates, or system improvements are performed.

"Monthly Availability Commitment": the promised monthly service availability where the LaaS application is in production, minus any Excusable Downtime.

"Monthly Availability Percentage": the amount of time, in percentage, in a given month where the Services were operational and available, minus any Excusable Downtime.

2. AVAILABILITY

Leapwork makes the following "Monthly Availability Commitment" or "MAC", establishing the portion of time that the service is operational and accessible to users.

Monthly Availability Commitment	99.9%
---------------------------------	-------

Leapwork will not unreasonably withhold occasional ad-hoc report requests where Leapwork has existing standard reports which meet the Customer requirement.

3. EXCUSABLE DOWNTIME

Leapwork is not responsible for any unavailability of the Services, excused or outside of its control, including but not limited to downtime caused by the following examples, which would all therefore not be included in the calculation of the "Monthly Availability Percentage":

- a) maintenance services performed during the scheduled Maintenance Windows,
- b) maintenance services or corrective actions performed on an emergency basis to avoid harm to Leapwork, Customer, or the cloud services;
- c) any time spent by Leapwork in its performance of any additional services requested or agreed to by Customer;
- d) events (indirectly or directly) caused by acts, errors, or omissions by Customer or their employees, agents and contractor;
- e) outages or disruptions caused by:

- i. software, infrastructure, databases, operator error or hardware not provided or controlled by Leapwork,
- ii. inability of the Customer to access the internet and/or the Services, where inability to access is not the result of a failure by Leapwork or its Services, including but not limited to, failures attributable to third parties outside of Leapwork's control, including but not limited to, network service providers, internet service providers and telecom service providers and their respective hardware, software, networks and systems.
- iii. disruptions attributable to Force Majeure Events, or
- iv. configuration changes not made by Leapwork;
- f) Network connectivity issues; and
- g) The failure of Customer to provide timely feedback and information as required for problem identification or resolution.

4. SCHEDULED MAINTENANCE

Leapwork shall make reasonable commercial efforts to perform maintenance services on the cloud Services during the time frames provided in the table below ("Maintenance Window").

Leapwork Maintenance Window
Sundays 2:00 AM to 10:00 AM GMT*

*14 days' advance notice will be provided

5. RESPONSE TIME (INFRASTRUCTURE SUPPORT)

Leapwork shall be available to receive Customer reports and incidents at all times. Leapwork will make reasonable commercial efforts to meet the response times specified below. Response Time means when Leapwork will acknowledge and commence working on the problem.

Severity	Description	Response Time
Critical	Critical Severity is a critical issue resulting in a complete system outage or major application failure, preventing a critical business process that has immediate financial impact or impact to data integrity. There is no workaround available.	4 Business Hours
High	High Severity is a serious issue preventing execution of a critical business process, causing disruption of a major business function. Major functionality is severely impaired. Serious impact on daily functions or processing and there is no acceptable workaround.	1 Business Day
Medium	Medium Severity is an issue that does not prevent the execution of a critical business process and does not impact data integrity. The problem may be circumvented using an available workaround.	3 Business Days
Low	Low Severity is an inquiry and/or low system/business process impact issue. Examples include cosmetic defects on screens, errors in documentation, or questions/how-to type requests.	5 Business Days

6. RESPONSE TIME (TECHNICAL SUPPORT)

Leapwork shall provide technical support as detailed in:

- the [Leapwork support policy](#), as updated from time to time, and
- the Support Package – if included in the applicable Order Form.
