

CLICKWRAP TERMS OF USE AGREEMENT

Last updated date: November 2025.

This Clickwrap Terms of Use Agreement ("Agreement") is entered into by and between the Leapwork entity named in the applicable Order Form and Customer (the legal entity identified in the applicable Order Form).

This Agreement becomes effective and binding for the Customer upon earlier of (i) the execution of an Order Form referencing the Agreement; (ii) by clicking "I accept" or "I agree" (or similar button or checkbox) to this Agreement when registering for Offerings or placing an order online; or (iii) using the Offerings.

By accepting the Agreement on behalf of an entity, the individual represents and warrants that they have the authority to bind such entity and its Affiliates (where applicable) to the terms of the Agreement. If the individual does not possess such authority, they are prohibited from accepting the Agreement or using the Offerings. In the event of a conflict, order of precedence shall be: (i) the Order Form and any documents directly referenced within its main body, (ii) this Agreement (and any terms referenced or otherwise incorporated herein) (iii) the Documentation, and (iv) any other terms, exhibits, conditions, or policies attached to the Order Form.

1. DEFINITIONS

For the purposes of the Agreement, the following terms have the following meanings:

Affiliates: any entity 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.

Authorised Marketplace: an electronic marketplace operated by a third party where Leapwork's Offerings are lawfully listed and made available to Customers and/or Resellers as set forth under a written agreement executed between Leapwork and such third party. All transactions therein are subject to the applicable terms, conditions, and policies of such third party, in addition to the terms of this Agreement.

Customer Portal: the Leapwork platform providing analytics, insights, resource utilisation and performance metrics for the Customer's testing activities.

Customer Data: any electronic data or information submitted, uploaded, or processed by the Customer using the Products, including data generated as a result of the Customer's use. Leapwork is not responsible for the content, legality, accuracy, or appropriateness of Customer Data, or for Customer's compliance with applicable laws or third-party rights.

Deliverables: documents, reports, code or other tangible development material provided by Leapwork or one of its Affiliates as part of the Professional Services, purchased under an Order Form.

Documentation: materials provided by Leapwork to assist the Customer in using the Products, describing the operational functionality (elements) and including user and system administrator guides, manuals, and other related resources available at <https://www.leapwork.com/product/documentation>.

Effective Date: the earlier of (i) the date the last party executes or accepts the Agreement; (ii) the Start Date specified in the Order Form, (iii) the date Customer first downloads, installs, accesses, or uses the Products, or (iv) the date Leapwork begins provisioning/setting up the Products or related services.

End Date: the date specified in the applicable Order Form as the end of the Subscription Period. For Professional Services, the End Date shall mean the earlier of (a) the completion date of the Professional Services, or (b) three (3) months from the Start Date stated in the Order Form.

Fees: all amounts payable by the Customer under an executed or confirmed Order Form, including Subscription Fees and Service Fees.

Initial Subscription Period: the initial fixed, non-cancellable term for the licensed Products (including any included Support Services), commencing on the Start Date and ending on the End Date stated in the applicable Order Form, and not including any Renewal Period. For the avoidance of doubt, The Initial Subscription Period is a binding commercial commitment for its full duration and remains payable in full.

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.

Offerings: means the Products, together with any related services provided by Leapwork (collectively referred to as Continuous Value Services ("CVS"), which encompasses Support and a enablement activities such as Training and Professional Services. Additional Training or Professional Services may be purchased separately as required by the Customer.

On-Premises Products: Leapwork software installed and operated on the Customer's own infrastructure, licensed for internal use under this Agreement and the applicable Order Form.

Order Form: an ordering document executed between Leapwork and the Customer specifying the licensed Products, the applicable Initial Subscription Period, Fees, and any Support, Training, or Professional Services, as well as usage limits or permitted use.

Products: means the Leapwork automation software platform, consisting of the functional components Studio, Agent, and Controller, as further described in the then current Leapwork's Product Description. Products may be deployed (a) as SaaS Products hosted by Leapwork, (b) as On-Premises Products installed and operated on the Customer's infrastructure, or (c) as any hybrid combination of the foregoing, in each case as specified in the applicable Order Form. Products exclude Third-Party Software and Professional Services.

Products Release: updates provided by Leapwork to all customers with an active subscription to the same edition of the Products, including error corrections, enhancements, changes to the user interface, functionality, compatibility, or performance, as well as updated Documentation. Excludes updates for other editions, separately marketed products, or new software. Products Releases are available for download at <https://www.leapwork.com/releases> or through the Customer Portal or as otherwise communicated by Leapwork.

Professional Services: any consultancy services including any related documentation and any Deliverables provided by Leapwork or its Affiliates (including via Service Delivery Partners) under an Order Form. Professional Services expressly excludes any Support and Training Services. It excludes any authorized professional services sold by a third party through any agreement to which Leapwork is not a party.

SaaS Products Leapwork software provided as a cloud-based subscription service, accessed via Leapwork's designated online platform from time to time, subject to this Agreement and/or the Order Form.

Service Delivery Partner: a trained third party engaged by Leapwork to deliver Professional Services, Training or other related on Leapwork's behalf, in alignment with Leapwork's standards.

Service Fee: the fee payable by Customer to Leapwork for Professional Services.

Subscription Fee: the total recurring Fee payable for the full Subscription Period (including the Initial Subscription Period and any Renewal Periods), as specified in the applicable Order Form, regardless of the agreed invoicing schedule. Unless otherwise stated in the Order Form, the Subscription Fee is based on a twelve (12) month billing period. Subscription Fees are fully earned upon commencement of the applicable Subscription Period and remain due and payable.

Subscription Period: the total duration during which Leapwork provides the licensed Products and any included Support Services, comprising the Initial Subscription Period and any Renewal Periods. Each Subscription Period is fixed and non-cancellable once commenced, and all applicable Fees remain payable for its full duration.

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

Term: the overall contractual duration commencing on the Effective Date and including the Initial Subscription Period and any applicable subsequent Renewal Periods, ending upon the earlier of (i) lawful termination in accordance with Section 11 or (ii) expiration on the End Date as specified in the applicable Order Form.

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 Products.

Third-Party Terms: the applicable terms between the Customer and third-party vendors relating to Third-Party Software.

Training/ Training Services: educational services provided to enhance user competence with the Products, including instructor-led or digital training, as stated in the applicable Order Form.

Trial(s): a limited, free access period granted to the Customer for evaluation purposes and governed by the Trial Evaluation Agreement. <https://www.leapwork.com/legal/trial-agreement>.

2. LICENSE GRANT

2.1. License Grant. Effective from the Start Date, and subject to Customer's compliance with this Agreement and payment of the applicable Subscription Fees, Leapwork grants the following rights for the Term as specified in the Order Form:

a) **On-Premises Products:**

A non-exclusive, non-transferable, non-sublicensable, limited license to install, access and use the On-Premises Products in object code form on Customer's hardware and infrastructure for Customer's internal business purposes only, subject to the terms of this Agreement and payment of applicable Fees. Customer may make copies of locally installed components solely for standard backup or archival purposes.

b) **For SaaS Products:**

A non-exclusive, non-transferable, non-sublicensable, limited right to access and use the SaaS Products on a subscription basis via the Leapwork-designated cloud platform for internal business purposes only, subject to this Agreement and payment of all applicable Fees. If applicable, this includes the right to install and use Leapwork-provided executables, such as Leapwork Agent, Controller or Studio, necessary to access or use the SaaS Products.

2.2. Affiliate Usage. Customer's Affiliates may enter into separate Order Forms under this Agreement. Each such Order Form must reference this Agreement and will be governed by its terms unless explicitly amended in writing. Such Order Forms will create separate contracts between Leapwork and the relevant Affiliate, with "Customer" referring to the Affiliate for rights and obligations under the applicable Order Form. Customer remains jointly and severally liable for its Affiliates' obligations, including payments and compliance when such Affiliates use the Software under this Agreement. In the event of a breach by an Affiliate, Leapwork may seek recourse against Customer or the Affiliate pursuant to this Agreement and applicable laws. For the avoidance of doubt, Affiliates may only access or use the Software pursuant to a valid Order Form executed with Leapwork.

2.3. Feedback License. Subject to the Confidentiality obligations, Customer grants to Leapwork a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Products any suggestion, enhancement request, recommendation, or other feedback provided by Customer in relation to the operation or use of the Products.

2.4. Third-Party Software. The Products may contain features designed to interoperate with Third-Party Software. If Customer decides to use any of these features, Customer is solely responsible for obtaining and maintaining such Third-Party Software and complying with the applicable Third-Party Term. Leapwork shall have no liability for any Third-Party Software and Customer's use thereof, and all related payments are the sole responsibility of the 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 Products solely for the purposes of internal evaluation and expressly excluding any production, commercial, resale, or third-party use. Unless otherwise stated in the Order Form, such access lasts up to 30 days and may be terminated by either party at any time. Trials and Betas may be inoperable, incomplete, or include features that are never released. The Customer acknowledges that Leapwork provides Trials and Betas "as is," with no warranty, indemnity, SLA, or Support or Training Services. Leapwork shall not be liable for any loss, damage, or claims arising from the use or inability to use a Trial or Beta.

Notwithstanding the foregoing, any feedback provided by the Customer during a Trial or Beta is subject to the Feedback License as described in Section 2.3.

- 2.6. Access Suspension.** Leapwork may suspend Customer's access to the Products or related services, in whole or in part if: (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 (Usage Terms) or (c) Customer's use of the Products poses a risk of material harm to the software, Leapwork's systems, Third-Party Software, other systems, or individuals. Leapwork may suspend access immediately in any such case if necessary to prevent harm or comply with law. Where reasonable, Leapwork will seek to resolve the matter with Customer before suspending access. Suspension under this Section shall not constitute a breach of any agreed SLA.

3. USAGE TERMS

3.1. Usage Limitations

- 3.1.1. Licensing Restrictions.** Customer's use of the Products is limited to the metrics specified in the applicable Order Form, including (where relevant) Studio, Controllers, Agents, or other parameters described in the Order Form or this Agreement. If Leapwork determines that usage exceeds licensed limits, it will notify Customer in writing. Customer shall pay additional Subscription Fees for the excess usage, calculated at Leapwork's then-current rates, pro-rated and co-terminated with the existing invoicing schedule. Such amounts are due within 30 days of invoice, whether or not an updated Order Form has been executed. The parties shall work in good faith to align usage and Fees in an updated Order Form. Failure to pay additional Fees or comply with usage limits may result in Access Suspension (Section 2.6) or Termination (Section 11.5).

- 3.1.2. Acceptable Use.** Customer's use of the Products and Professional Services must comply with Leapwork's Acceptable Use Policy ("AUP"), available at <https://www.leapwork.com/legal/acceptable-use-policy>.

Customer acknowledges that the Products are not designed or intended for use in a live or production environment and agrees not to use, or permit the use of, live or production data in connection with the Products or Professional Services. Customer shall ensure that Leapwork personnel are not requested or required to test, process, or otherwise handle any production data during the delivery of Professional Services. Leapwork shall not be liable for any loss, damage, or claim arising from the Customer's use of the Products or Professional Services with production data or in a production environment.

Without limiting the foregoing, Customer shall not:

- i. use the Products in any manner that infringes, misappropriates, or otherwise violates any third-party intellectual property, proprietary, or privacy rights;
- ii. use the Products in violation of any applicable law or regulation; or
- iii. use the Products in any manner that compromises or threatens the confidentiality, integrity, or availability of Leapwork's systems, the Products, or any third-party systems or data.

- 3.2. User Designation.** Customer may assign access to non-employees (e.g., contractors or consultants) only where (i) such access is solely on behalf of Customer; (ii) such use complies with this Agreement; and (iii) Customer ensures full compliance and accepts responsibility for all acts or omissions of such users.

Customer shall not permit any third party to access or use the Products or Documentation except as expressly authorized under this Agreement. Access rights are granted on a Named User basis, meaning that each "Named User" is an individual authorized by Customer to access the Products through a unique, non-transferable login credential assigned exclusively to that individual. Credentials may not be shared or used concurrently by more than one individual. Customer shall ensure that all Named Users comply with this Agreement and remains responsible their use of the Products.

- 3.3. Customer Data.** Customer is solely responsible for ensuring that all Customer Data uploaded to, submitted, or processed using the Products complies with applicable laws and third-party rights, including intellectual-property and data-protection laws. If the Customer uses Third-Party Software or integrations in connection with the Products, the Customer is solely responsible for the legality, accuracy, and rights associated with any data processed through such tools or integrations. Leapwork provides no warranty and assumes no liability for Third-Party Software, integrations, or the content, legality, or accuracy of Customer Data. Leapwork makes no representations or warranties regarding the performance, compatibility, or compliance of any Third-Party Software or integrations and disclaims all liability arising from their use. Further, Leapwork disclaims all responsibility for the content, legality, accuracy, or appropriateness of Customer Data and for any actions or decisions taken by the Customer in connection with the processing or use of Customer Data.

- 3.4. Unauthorized Use.** Customer shall take reasonable measures to prevent unauthorized access to or use of the Products, Documentation, or Deliverables, if applicable, and Customer must promptly notify Leapwork upon becoming aware of any unauthorized access or use. If such unauthorized use, in

Leapwork's reasonable opinion, threatens the confidentiality, integrity, or availability of the Products or Leapwork's systems, Leapwork may immediately suspend the Customer's access in accordance with Section 2.8 (Access Suspension) and the Acceptable Use Policy.

4. FEES

4.1. Payments: Customer shall pay the Subscription Fees and any applicable Service Fees as set forth in the relevant Order Form. Subscription Fees are fully earned upon Leapwork granting access to the Software. For multi-year Subscription Periods, the total Subscription Fees for the full term constitute a binding, non-cancellable obligation from the Effective Date, regardless of any annual or periodic invoicing schedule, which is provided solely for convenience. All Subscription Fees are prepaid annually, non-refundable (except as expressly stated in this Agreement), and payable without deduction, setoff, or counterclaim.

4.2. Professional Services:

Unless otherwise specified in the applicable Order Form, Leapwork shall invoice the Service Fees on the first day of each month for Professional Services delivered to the Customer in the preceding month, based on Customer-approved time sheets. The Customer shall reimburse reasonable travel and related expenses incurred by Leapwork or its Affiliates in providing on-site Professional Services at the Customer's request. Such expenses shall be invoiced separately.

4.3. Fee Escalation. Except as otherwise specified in the applicable Order Form, Subscription Fees and any recurring Service Fees shall increase by five percent (5%) per annum for each Renewal Period, calculated based on the applicable fees in effect at the end of the preceding Subscription Period.

4.4. Fee Conditions. Customer agrees that payment of the Subscription Fees specified in the Order Form is not contingent on the delivery of any future functionality or features, nor is it dependent on any oral or written statements made by Leapwork regarding potential future functionality or features.

4.5. Payment Terms. Invoices are payable as specified in the applicable Order Form. Late payments accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is higher. In the event of non-payment, Leapwork may recover all reasonable costs of collection, including attorneys' fees, and may terminate the Customer's license and/or suspend access to the Products with immediate effect. For multi-year subscriptions, each invoice represents a portion of the fixed total Subscription Fee for the entire Subscription Period, and acceleration or collection of remaining instalments shall not be deemed a penalty but the enforcement of an agreed payment obligation.

4.6. 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 arising from its purchase or use of the Products, Support Services, and Professional Services, if any, other than domestic taxes based on Leapwork's net income.

5. CONFIDENTIALITY

5.1. Protection of Confidential Information. Each party (the "**Receiving Party**") may receive non-public information from the other (the "**Disclosing Party**") relating to, without limitation, its business, technology, or finances ("**Confidential Information**"). Confidential Information of Leapwork includes, all non-public information regarding the Product'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 Products. 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 Agreement 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. Upon written request of the Disclosing Party or termination of this Agreement (whichever is earlier), the Receiving Party shall promptly return or destroy all Confidential Information

and permanently delete electronic copies, except as required to be retained under applicable law. (subject to continued Confidentiality Obligations).

6. DATA PRIVACY

- 6.1. Compliance with Data Protection Laws.** Each party shall comply at all times with its obligations under applicable data protection and privacy laws, including the EU General Data Protection Regulation 2016/679 ("GDPR") and any implementing or supplemental national legislation, as amended or replaced from time to time. Both parties shall implement and maintain appropriate technical and organizational measures, consistent with industry standards and considering the state-of-the-art technologies, implementation costs, and the nature of processing, to protect Personal Data against unauthorized or unlawful processing, accidental loss, destruction, or damage.
- 6.2. Data Processing Agreement.** The parties acknowledge and agree that the provision and use of the Products and 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 herein by reference.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. License.** Customer acknowledges that the Offerings, Documentation, and any Deliverables, if applicable (collectively, "Leapwork IPR") are provided under a license and not sold to the Customer. No ownership, interest or other rights are transferred to Customer except the limited license right to use as expressly granted under this Agreement. Leapwork retains all rights, title, and interest in and to the Leapwork IPR and all related intellectual property rights arising out of or relating to the Leapwork IPR.
- 7.2. Protection of Leapwork IPR.** Customer shall take commercially reasonable measures to protect the Leapwork IPR licensed to the Customer from unauthorized access, use, disclosure, theft, misappropriation, infringement, or other misuse, including safeguarding all copies of locally installed components.
- 7.3. Use of Deliverables.** To the extent Customer purchases Professional Services and subject to full payment of applicable Fees and compliance with the Agreement, Leapwork grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, perpetual license to use, copy, and modify Deliverables solely for Customer's internal business purposes.
- Except as expressly permitted by Leapwork in this Agreement, Customer shall not rent, lease, lend, sell, distribute, assign, or otherwise transfer the Deliverables or any portion thereof to a third party. Customer acknowledges that all intellectual property embedded in the Deliverables remains the property of Leapwork, and that the Deliverables are provided under license, not sold. Customer retains ownership of its own pre-existing materials incorporated into the Deliverables.

8. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

- 8.1. PRODUCT SOFTWARE WARRANTY.** FOR SUBSCRIPTION-BASED LICENSES GRANTED FOR A FEE, LEAPWORK WARRANTS TO THE CUSTOMER THAT, DURING THE APPLICABLE SUBSCRIPTION PERIOD, THE PRODUCT ON A STAND-ALONE BASIS IN ITS UNALTERED STATE AND, NOT USED IN COMBINATION WITH ANY OTHER PRODUCTS, TECHNOLOGIES, SERVICES OR THIRD-PARTY SOFTWARE: (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 (A) MAKE AVAILABLE A CONFORMING VERSION OF THE PRODUCT, OR (B) REMEDY OR CORRECT ANY SUCH NON-CONFORMANCE FREE OF CHARGE, PROVIDED THAT CUSTOMER PROVIDES SUFFICIENT INFORMATION (E.G., ERROR-LOGS) FOR LEAPWORK TO ASSESS AND REMEDY ISSUE. WITHOUT PREJUDICE TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTION 10, THE REMEDIES SET FORTH IN THIS SECTION 8.1 FOR BREACH OF WARRANTY ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND LEAPWORK'S SOLE LIABILITY UNDER THE AGREEMENT.
- FOR CLARITY, LEAPWORK MAKES NO WARRANTY WHERE THE PRODUCTS ARE USED IN BREACH OF SECTION 3.1.2 OR WITH PRODUCTION DATA.
- 8.2. SERVICES WARRANTY.** LEAPWORK WARRANTS THAT SUPPORT SERVICES, TRAINING SERVICES AND PROFESSIONAL SERVICES WILL BE PERFORMED WITH REASONABLE SKILL AND CARE CONSISTENT WITH INDUSTRY STANDARDS. CUSTOMER'S SOLE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SERVICES OR A REFUND OF THE APPLICABLE FEES, AT LEAPWORK'S DISCRETION.
- 8.3. WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, LEAPWORK MAKES NO OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, SUCH AS BUT

WITHOUT LIMITATION: (I) FITNESS FOR A PARTICULAR PURPOSE; (II) THE ACCURACY OR TIMELINESS OF THE PRODUCTS OR INFORMATION AVAILABLE FROM THE PRODUCTS; (III) THE INTEROPERABILITY WITH CUSTOMER'S OR THIRD-PARTY SOFTWARE; OR (IV) THAT SUPPORT SERVICES, TRAINING SERVICES AND PROFESSIONAL SERVICES WILL ACHIEVE ANY PARTICULAR OUTCOME OR BE ERROR-FREE. THE CUSTOMER UNDERSTANDS THAT THE PRODUCTS AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS ONLY AND LEAPWORK DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE PRODUCTS AND DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR-FREE. THE CUSTOMER BEARS THE ENTIRE RISK OF USING THE PRODUCTS AND THE DOCUMENTATION.

9. INDEMNIFICATION

- 9.1. Leapwork Indemnity.** Leapwork shall defend, indemnify, and hold Customer harmless against claims brought against it by a third party alleging that Customer's authorised use of the Products infringes such third party's intellectual property rights, or constitutes a misappropriation of the third party's trade secrets ("**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) provides reasonable co-operation and assistance with the Third-Party Claim at Leapwork's expense; and (iii) grants Leapwork the sole control over the defense and settlement of the claim, except that Leapwork may not settle any Third-Party Claim unless it unconditionally releases Customer of all liability.
- 9.2. Exclusions.** Leapwork's obligations under Section 9.1 above indemnification obligations do not apply to claims arising from or relating to: (i) Customer's use of the Products and Documentation in violation of the Agreement or applicable law; (ii) continued use the Products and Documentation after Leapwork has notified Customer in writing to cease the use of the Products and/or Documentation; (iii) Customer Data or any Third Party Software; (iv) modifications to the Products 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 Products 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 the same resulted in the infringement; (vii) where Customer has not given prompt notice of a Third-Party Claim (viii) use of the Products in any live or production environment, or in any manner that causes degradation, interruption, or failure of Customer's or any third party's systems or critical business processes.
- 9.3.** If Customer's use of the Products 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 Product; or (ii) modify the Product 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 Products), and refund to Customer any prepaid unused Fees on a pro rata basis for the remainder of the Subscription Period. These remedies constitute Customer's sole and exclusive remedies, and Leapwork's entire liability, for any Third-Party Claim.

10. LIMITATION OF LIABILITY

- 10.1. Exclusion of Damages.** To the maximum extent permitted by law, in no event shall 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 any indirect, special, incidental, consequential, business interruption or punitive damages, whether in contract or in tort and regardless of the theory of liability, even if advised of the possibility of such damages or if a Party's or its Affiliates' remedy otherwise fails of its essential purpose.
- 10.2. Liability Cap.** Except for the Excluded Claims defined below, in no event shall the collective aggregate liability of either party's and its Affiliates', including any of its or their respective licensors' or service providers' 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 to Leapwork for the Products and any applicable Professional Services and related 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 this Agreement.
- b. Claims relating to misappropriation of the other party's intellectual property rights or breach of sections 2.1 (License Grant) and 3 (Usage Terms) of this Agreement;

- c. Claims based on gross negligence or wilful misconduct;
- d. Customer's obligation to pay Fees under the Agreement; and
- e. Any liability that cannot lawfully be limited or excluded under applicable law.

10.3. General applicability. The limitations in this Section 10 apply to the fullest extent permitted by law, regardless of the form or number of actions or claims, even if any remedy fails of its essential purpose.

11. TERMINATION

11.1. Term: This Agreement commences on the Effective Date and continues for the Term specified herein, unless terminated earlier in accordance with this Section 11. Professional Services set out in an Order Form must be completed within the Term unless otherwise agreed in writing.

11.2. Termination for Cause. Either party may terminate this Agreement for cause by written notice if the other party is in material breach of this Agreement and fails to cure such material breach within thirty (30) days after receiving written notice. If the Customer terminates the Agreement in accordance with this Section 11.2, Leapwork shall refund any prepaid, unused Fees on a pro-rata basis for the remaining Subscription Period, including unused Support, Training, or Professional Services Fees.

11.3. Renewal. Unless otherwise stated in the applicable Order Form, after the expiry of the Initial Subscription Period, the Subscription automatically renews for successive one (1)-year Renewal Periods (each "**Renewal Period**"), unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term that it has elected not to renew such license. This provision does not apply to no-Fees paid, Trial or Beta licenses.

11.4. Effect of Termination. Upon expiration or termination of this Agreement,

- i. all licenses granted to the Customer under this Agreement, including for Trial or Beta Products, shall immediately terminate and the access to the Products is disabled;
- ii. Customer shall immediately cease the use of, uninstall, and destroy (if applicable) all copies of the Products (including Trials and Betas) and Documentation from its systems;
- iii. Each party shall delete or destroy all Confidential Information of the other party and, if requested, unless it must retain such information in accordance with applicable law, and certify in writing that such deletion or destruction has been completed, at its own expense;
- iv. Expiration or termination shall not affect Customer's obligation to pay all accrued and non-refundable Fees due before such expiration or termination; and
- v. All of Customer's rights hereunder shall terminate, and Leapwork will have no further liability to Customer in connection with this Agreement except as provided in Section 11.7.

11.5. Termination for Payment Defaults. Customer's breach of any payment obligation under this Agreement constitutes a default, and Leapwork shall have, at its own discretion, the right to suspend or terminate this Agreement, including any active Order Forms, immediately upon notice.

11.6. Termination for Insolvency. In addition to the foregoing, either party may immediately terminate this Agreement 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 under the Agreement shall be subject to repayment or credit in whole or in part in connection with any such termination, nor shall it 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 Agreement which by their nature should survive termination or expiration shall survive, including, without limitation accrued rights to payment, confidentiality, intellectual property rights, warranties and disclaimers, indemnification, limitations of liability, and miscellaneous provisions.

12. EXPORT, ANTI-CORRUPTION, AND ANTI-TERRORISM COMPLIANCE

12.1. Export Controls. The Offerings may be subject to applicable 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 shall not permit any user to access or use the Products in a country or region listed on any Export Controls and Sanctions List.

12.2. Anti-Corruption Compliance. Each party represents that it has not offered, given, solicited, or accepted any improper payment, bribe, kickback, gift, or item of value in connection with this Agreement, and shall comply with all applicable anti-bribery and anti-corruption laws.

12.3. Anti-Terrorism Compliance. Neither party shall be in violation of any applicable anti-terrorism laws, including but not limited to U.S. Anti-Terrorism laws and EU regulations. Further, neither party shall engage in, conspire to engage in or facilitate any transaction that violates, evades, or attempts to evade any prohibitions under such laws.

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 (each, a “Force Majeure Event”). For the avoidance of doubt, this Section 13.1 shall not affect the Customer of its obligations to pay any Fees due under the Agreement.

14. MISCELLANEOUS

14.1. Severability. If any provision of this Agreement is held invalid or unenforceable, it shall be limited, modified or eliminated to the minimum extent necessary so that the remaining provisions remain valid and enforceable.

14.2. Assignment and Transfer. Neither party may assign or transfer its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other, except that either party may assign or transfer its rights and obligations hereunder (i) to an 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 Agreement including any executed Order Forms, and all other documents incorporated by reference therein constitutes the entire agreement between the parties regarding the Offerings and supersedes all prior NDAs, agreements, proposals, representations, or communications, whether written or oral, related to the same subject matter. For the avoidance of doubt, the parties expressly exclude the applicability of any additional or subsequent terms and conditions included, for example and without limitation, in any of Customer’s purchase order terms, security questionnaires, RFIs, RFPs, or e-mail communications, unless expressly agreed in an executed Order Form.

14.4. Use of Customer’s Name. Customer agrees to reasonably participate in mutually agreed press releases, case studies, trade shows, or other marketing and promotional activities as may be requested by Leapwork from time to time. Leapwork is permitted to use Customer’s name and logo on its website, in customer lists, and in marketing materials, in a manner that is professional and consistent with industry practice.

14.5. Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14.6. Notices. If Customer wishes to notify Leapwork regarding any matter related to the Products or the Agreement, or for any additional information, it shall contact Leapwork at 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.

14.7. Audit Rights. Leapwork, or an independent third-party auditor bound by confidentiality and not a Customer competitor, may audit Customer’s compliance with this Agreement, including the Acceptable Use Policy. Audits may be conducted during the Subscription Period and for one (1) year thereafter, with at least seven (7) days’ prior written notice.

- i. Frequency and Notice. Audits shall not occur more than once every twelve (12) months unless Leapwork has reasonable grounds to suspect non-compliance with this Agreement. In such cases of suspected non-compliance, in which case additional audits may be conducted with at least two (2) business days’ written notice.
- ii. Scope of Audit. Audits may include the examination of relevant documentation, system logs, and other data pertinent to the use of the Products through on-site or remote assessment as applicable.
- iii. Customer Cooperation. Customer shall fully cooperate with the audit, including providing access to relevant information and personnel.
- iv. Audit Findings and Remediation. If an audit reveals usage beyond licensed scope, the Customer shall immediately purchase the necessary additional licenses and retroactively pay the applicable Fees for the over-used period. Additionally, if the underpayment exceeds 5% of the due license Fees, Customer shall also reimburse Leapwork for the audit costs.

- v. Resolution of Discrepancies. Leapwork shall share a detailed audit report with the Customer, and the Customer shall 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 license under this Agreement.

14.8. Usage Insights Collection. Customer acknowledges that the Products include features that collect limited, non-personal usage insights as described in the Customer Non-Personal Data & Usage Insights Policy, available at <https://www.leapwork.com/legal/non-personal-data-usage-insights-policy>. These insights may include types of tests executed, performance logs, and feature usage to improve Leapwork's products. For clarity, no Personal Data is collected.

14.9. Use of the Customer Portal. Customer may use the Customer Portal to manage settings, profiles, open/view support tickets, and related functions. Insights and analytics may be available if data sharing from the Customer's controller to Leapwork's cloud infrastructure (Leapwork SaaS) is enabled. The Customer Portal does not form a part of the Products and is provided "as is," without warranties, representations, indemnities, SLAs, or Support Services of any kind. All statutory warranties are disclaimed to the fullest extent permitted by law.

14.10. Use of AI Features. Customer may enable and use Leapwork's AI Features through the Customer Portal. Any such use is governed by the AI Features Addendum available at <https://www.leapwork.com/legal/ai-features-addendum> and which forms part of this Agreement. Leapwork may update the Addendum from time to time, and continued use of the AI Features constitutes acceptance of the updated terms.

14.11. Leapwork Affiliates and Service Delivery Partners. Leapwork may deliver all or part of the Support, Training, or Professional Services through its Affiliates or Service Delivery Partners. When acting as the prime contractor, Leapwork remains fully responsible for all obligations under this Agreement and for the acts or omissions of such Affiliates or Service Delivery Partners as if they were its own.

14.12. Professional Services Sold by Third Parties. Where Customer engages a directly with a third party for purchasing professional services related to Leapwork Products, Leapwork has no liability for the performance or delivery of such services. The third party is solely responsible for all services sold and provided, and any claims or disputes must be resolved directly between the Customer and the third party. Leapwork's responsibilities are limited to its Products and any Professional Services it provides directly.

14.13. Use of Knowledge and Experience. Subject to Confidentiality obligations, Leapwork shall be free to use its general knowledge, skills, experience, ideas, concepts, know-how and techniques developed or applied while delivering the Products, Professional Services and Deliverables to Customer.

14.14. Independent Contractor Status. The parties are independent contractors. This 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 or has the power or authority to act as agent, employee or represent, act for, bind, or otherwise create or incur any obligation on behalf of the other party.

14.15. Modifications.

14.15.1. Changes to Terms. Leapwork may update or make changes to the Agreement from time to time. If Leapwork modifies these Terms in a manner that materially changes the terms or scope of the Products made available to the Customer, Leapwork will make reasonable efforts to notify the Customer by either contacting via email or posting reasonable notice in connection with the Products. Customer is responsible for reviewing and becoming familiar with any such modifications. If a change to the Products materially impacts Customer, Customer must notify Leapwork at legal@leapwork.com within thirty days after receiving notice of such change.

14.15.2. Changes to Offerings. Leapwork Offerings are continually evolving. Leapwork may update, enhance, or modify the Offerings during the Term to reflect changes in laws, technology, industry practices, business operations, or other relevant factors. Such changes will not materially reduce the performance, security, or core functionality of the Offerings during the applicable Term. If Leapwork discontinues any Product, such discontinuation shall follow Leapwork's product lifecycle policies. If a paid Offering is discontinued, Leapwork will continue to provide the Customer with the purchased service or a substantially equivalent alternative for the remainder of the paid Term.

15. GOVERNING LAW; AND JURISDICTION

15.1. North America Jurisdiction. If Customer has its registered office (as stated in the Order Form) in Canada or the United States of America, this Agreement shall be governed by the laws of the State of California. Any dispute not resolved amicably or through arbitration in accordance with Section 15.4

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

15.2. Europe and ROW Jurisdiction. If Customer has its registered office (as stated in the Order Form) in Europe or any other region not covered by Sections 15.1 or 15.3, the Agreement shall be governed by the laws of Denmark. Any dispute not resolved amicably 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. United Kingdom. If Customer has its registered office (as stated in the Order Form) in the United Kingdom, the Agreement shall be governed by the laws of England and Wales. Any dispute regarding not resolved amicably 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 ("Dispute"), the parties shall first attempt to resolve it through good faith negotiations. Either party may initiate negotiations by providing a written notice to the other party describing the Dispute and the relief sought. The parties shall meet promptly and seek to resolve the matter within three (3) weeks of such notice.

15.4.2. Arbitration. If the parties are unable to resolve the Dispute within the aforementioned three (3) week period, either party may elect to submit the Dispute to binding arbitration which shall be final and conclusive.

15.4.2.1. North America Arbitration. If Section 15.1 applies, arbitration shall be conducted under the JAMS Comprehensive Arbitration Rules and Procedures. A single arbitrator shall be appointed jointly by the parties or, failing agreement within 14 days, by JAMS. The seat of arbitration shall be San Francisco, California, and proceedings shall be conducted in English.

15.4.2.2. Europe and ROW Arbitration. If Section 15.2 applies, arbitration shall be conducted under the Rules of the Danish Institute of Arbitration. A single arbitrator shall be appointed jointly by the parties or, failing agreement within 14 days, by the Institute. The seat of arbitration shall be Copenhagen, Denmark, and proceedings shall be in English.

15.4.2.3. United Kingdom Arbitration. If Section 15.3 applies, arbitration shall be conducted under the LCIA Rules. A single arbitrator shall be appointed jointly by the parties or, failing agreement within 14 days, by the LCIA. The seat of arbitration shall be London, UK, and proceedings shall be in English.

15.4.3. Litigation. Litigation may proceed only if arbitration is waived by mutual agreement or if the arbitrator declares the decision non-binding due to jurisdictional or procedural issues. Any litigation must be brought exclusively in the courts specified in 15.1, 15.2, or 15.3 (as applicable), and the parties' consent to their jurisdiction. Arbitration and litigation shall not run concurrently.

16. COUNTRY SPECIFIC TERMS

16.1. United States. The following apply if the Customer is registered in the United States:

16.1.1. Section 2.1 (License Grant) is supplemented with: *"If Customer is a U.S. Government entity, or if an executed Agreement becomes subject to the Federal Acquisition Regulations (FAR), then, the Products, hereunder are "Commercial Item(s)," as defined in 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 under the Agreement. Unpublished rights are reserved under the laws of the United States. Manufacturer is Leapwork ApS, having its registered office at Indiakaj 1, 2100 København Ø, Denmark."*

16.1.2. Section 6.1 is amended to expressly include the California Consumer Privacy Act ("CCPA") as applicable data protection law.

16.1.3. The following Section 6.3 is added: *"6.3 The CCPA available at <https://oag.ca.gov/privacy/ccpa> provides certain privacy rights and protections to California consumers. 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 this Agreement."

16.2. The following apply if the Customer is registered in the European Union:

16.2.1. Switching Rights (EU Data Act). If the Customer is registered in the European Union and the Services qualify as "data processing services" under Regulation (EU) 2023/2854 (the "Data Act"), the Customer may switch to another provider or to its own infrastructure by giving Leapwork at least two (2) months' written notice. Leapwork will make available all *Exportable Data* in a structured, commonly used, machine-readable format for up to thirty (30) days after termination to enable secure transfer. *Exportable Data* means Customer's flows, audit logs, test results, and run lists and schedules, excluding Leapwork's intellectual property, proprietary elements, or information protected by trade-secret or security obligations. Leapwork shall not impose any "switching charges" (as defined in the Data Act) after 12 January 2027, and before that date any such charge shall not exceed Leapwork's direct, documented costs. Termination under this Section does not affect the Customer's obligation to pay all Subscription Fees due for the full Subscription Period under Section 4.

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 a Customer, all references to "Customer" in Section 4 (Fees) and Section 11 (Term and Termination) of this Agreement shall also apply to the Partner. Leapwork may provide required notices relating to the Agreement or Products to the Partner, the Customer, or both, at its discretion. The Customer may likewise send communications to Leapwork through the Partner.

17.2. Partner's Own Terms. This Agreement governs the Customer's use of the Products, Support Services, Professional Services, Training or related services as provided by Leapwork or its Affiliates only. Leapwork or its Affiliates are not responsible for any separate terms, conditions, license grants, warranties, pricing commitments or obligations agreed between the Customer and the Partner or any third party where Leapwork is not a party to such agreement.

17.3. Disclaimer of Liability for Partner Actions. Leapwork is not responsible for and disclaims all liability for any commitments, representations, or obligations made by a Partner that differ from or exceed this Agreement. Leapwork is not liable for any acts or omissions of the Partner, its Affiliates, or any third-party products or services provided by the Partner.

17.4. License Restrictions for Partner's Internal Use. For licenses provided to a Partner under a partner agreement executed with Leapwork or its Affiliates, the licenses are provided solely for the fulfillment of Partner's obligations under the relevant partner agreement. The Partner shall not provide direct access to the Products, Documentation, Support Services, Professional Services, Training or any other related Services to its customers or any third party unless expressly authorized in writing by Leapwork.

17.5. Clickwrap Terms of Use. Where the Customer procures the Products through a Partner, the Partner shall notify the Customer that use of the Products is subject to Leapwork's Clickwrap Terms of Use ("Clickwrap Terms of Use") presented to the Customer at the time of installation or first use of the Products. The Partner shall not modify, waive, or make any amendments to the Clickwrap Terms of Use, nor make any representations inconsistent with its terms.

17.6. Applicability of Fees and Payment Terms. Where the Customer procures the Products through a Partner, the Customer's payment obligations under Section 4 (Fees) of this Agreement shall not apply to the Customer, as all payments for the Products and related services are made directly to the Partner. In such cases, Section 4 shall apply only to the Partner and Leapwork. All other terms of this Agreement, including those incorporated into the Clickwrap Terms of Use, shall continue to govern the Customer's use of the Products and related services.