

LEAPWORK MASTER SUBSCRIPTION AGREEMENT

Last updated date: August 2025.

This Leapwork Master Subscription Agreement (“MSA”) is entered into by and between Leapwork (as identified in the Order Form) and Customer (the legal entity identified in the applicable Order Form).

The MSA becomes effective and binding for the Customer upon the execution of an Order Form referencing this MSA. By accepting this MSA on behalf of an entity, the individual represents and warrants that they have the authority to bind such entity and its Affiliates, if applicable, to the terms of the Agreement or, as applicable, this MSA. In such cases, the term “Customer” shall include the entity and its Affiliates, if applicable. If the individual does not possess such authority, they are prohibited from accepting this MSA or using the Software.

This MSA governs the following (as defined in the Section 1 below): (i) Leapwork On-Premises; (ii) Leapwork Cloud; and (iii) Professional Services and ancillary services (Support Services and Training Services).

In the event of a conflict, the following order of precedence shall apply: (i) the Order Form and any items or documents directly referenced within its main body, (ii) this MSA (and any terms referenced or otherwise incorporated herein), (iii) any Statement of Work (SOW) not included in the main body of the Order Form, (iv) the Documentation, (v) the applicable Leapwork Support Services, (vi) any other terms, exhibits, conditions, or policies attached to the Order Form.

Leapwork reserves the right to update or make changes to this MSA from time to time for any reason. Typically, these changes are made to conform to current practices, comply with changing regulatory requirements, or other similar purposes. If Leapwork modifies this MSA in a manner that materially changes the terms or scope of the Software made available to you, Leapwork will make reasonable efforts to notify you by either contacting you via email or posting reasonable notice in connection with the Software to alert you to such changes. Your continued use of the Software after reasonable notice of such changes to the MSA has been provided will constitute your consent to the revised MSA terms, which shall apply to any use of the Software following reasonable notice. If you deem any of the Software changes to have a material impact on you, you: (i) must so notify Leapwork at legal@leapwork.com within thirty days after receiving notice of such change.

1. DEFINITIONS

For the purposes of the Agreement, 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 or Volume: a programme or software component designed to execute automation cases on virtual machines or in cloud environments. It may operate independently or in conjunction with other third-party software programs to facilitate the execution and management of automation tasks.

Agreement: the entire written agreement governing Customer’s licensing of or subscription to the Software and Leapwork’s provision of Support Services, Training Services and/or Professional Services, where applicable, to the Customer. “Agreement” shall be read to always include, in order of precedence, and as applicable: (i) the Order Form and any items or documents directly referenced within its main body, (ii) the MSA and any terms referenced or otherwise incorporated herein, (iii) any Statement of Work (SOW) not included in the main body

of the Order Form, (iv) the Documentation, and (v) any other terms, exhibits, conditions, or policies attached to the Order Form.

Authorised Marketplace: refers to an electronic marketplace operated by a third party, through which Leapwork's Software is lawfully listed, offered, and made available to Customers and/or Resellers to purchase licenses as set forth under a written agreement executed between Leapwork and such third party. All transactions on the authorised marketplace are subject to the applicable terms, conditions, and policies of such third party, in addition to the terms of this Agreement.

Base Application(s): 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 Software that is made available to Customer for testing and feedback before its official release.

Customer Portal: a platform that provides detailed analytics and insights into Customer's testing activities, resource utilization, and performance metrics.

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

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

Customer: an individual or a legal entity purchasing Software, Support, Training and/or Professional Services by entering an Order Form with Leapwork.

Customer Data: any electronic data or information that the Customer uploads to, submits to, or processes using the Software, including data generated as a result of the Customer's use of the Software. For the avoidance of doubt, Leapwork is not responsible for the content, legality, accuracy, or appropriateness of Customer Data, nor for the Customer's compliance with applicable laws or intellectual property rights in connection with Customer Data.

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, 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 Software, including user and system administrator guides and manuals, and as found at: <https://www.leapwork.com/product/documentation>.

Effective Date: the earlier of: (i) the date on which the last party executes the Agreement or (ii) the Start Date as specified in the Order Form, or (iii) if no Start Date is specified or no Order Form has been entered, the date the Customer first downloads, installs, accesses, or uses the Software, or the date Leapwork begins provisioning or setting up the Software or related services, as applicable.

End Date: the date specified in the applicable Order Form as the end of the Subscription Period for the Software, or, in the case of Professional Services, the date identified in the Order Form or the SOW 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 under an executed or confirmed Order Form including any SOW included therein.

Initial Subscription Period: the initial term for the licensed Leapwork Software (including Support Services), commencing on the Start Date and ending on the End Date specified in an Order Form, and not including any Renewal Period. For the avoidance of doubt, Training Services and Professional Services will last only for the duration specified in the Order Form.

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, a particular Leapwork entity identified in the Order Form, as applicable.

Named User: an individual who is assigned a unique, non-transferable login to a Leapwork Studio 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 the Software according to their specific roles and responsibilities.

Order Form: an ordering document provided by Leapwork and signed by Customer, which details, without limitation, the licensed Software, the applicable Initial Subscription Period, Subscription Fee payable, any applicable Support, Training and/or Professional Services to be provided by Leapwork and sets out the Permitted Usage and applicable usage limitations for the Software or for any applicable 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.

Permitted Usage: 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, as set forth in an applicable Order Form or Statement of Work, and provided by Leapwork or its Affiliates, including using a Service Delivery Partner. Professional Services expressly excludes any Support and Training Services. It also excludes any authorized professional services sold by a third party through any agreement to which Leapwork is not a party.

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 Leapwork's behalf. This entity is responsible for providing these services in alignment with Leapwork's standards and the Customer's expectations, leveraging their expertise to ensure effective and efficient service delivery.

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

Software: the Leapwork software platform licensed to the Customer under this Agreement, which includes i) **Leapwork On-Premises**, and/or ii) **Leapwork Cloud**, whichever is specified in the applicable Order Form. For Leapwork On-Premises, the Software is provided by Leapwork and installed and operated on Customer's hardware and infrastructure. For Leapwork Cloud, the Software is provided via cloud subscription services to the Customer on a platform-as-a-service basis via the website notified to the Customer by Leapwork from time to time and as more particularly specified in the Order Form. The Software enables Customers to design, test, and manage automation workflows, regardless of deployment model, and includes all associated Documentation, user interfaces, and configuration tools, as detailed in the Order Form. For the avoidance of doubt, "Software" expressly excludes Third-Party Software and Professional Services. The specific deployment model (On-Premises or Leapwork Cloud) and associated functionality shall be described in the applicable Order Form and Documentation.

Software Release: updates provided by Leapwork to all customers with an active subscription to the same edition of the Software, 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. Software Releases are available for download at <https://www.leapwork.com/releases>, through the Customer Portal or otherwise communicated by Leapwork.

Source Code: program source code, specifications, programmers' comments and notes, and all other materials (including assembly, linkage, and other utilities) and documents reasonably necessary or desirable to enable a reasonably skilled programmer to understand, maintain, amend, and enhance the Software without reference to any other person or documentation whether in eye-readable or machine-readable form.

SOW or Statement of Work: the part of the Agreement included in the Order Form that details the Professional Services purchased by Customer including technical requirements or any Deliverables applicable.

Start Date: (i) for the licensing of Software, 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 (Quality Assurance or Business User): refers to the visual designer application of the Software which is utilized for the creation, maintenance, and review of automation cases. When referenced as Quality Assurance in order forms, it is designated for activities involving the testing and validation of automation workflows within a non-production environment to ensure compliance with functional and performance requirements. When referenced as Business User, it is intended for non-technical activities, including process validation and business analysis, to confirm alignment with organizational objectives. The distinction is based on the scope of use, with Quality Assurance focusing on technical validation and Business User emphasizing non-technical business processes.

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

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

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

Term: the time period commencing on the Effective Date and including the Initial Subscription Period and any applicable subsequent Renewal Periods, ending upon the earlier of (i) the Agreement's termination in accordance with Section 11 or (ii) the Agreement's 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 Leapwork Software.

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

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

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

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 install, access, execute, and use the Software listed in the applicable Order Form: (i) in object code for any locally installed components; (ii) in accordance with the Documentation; (iii) for the Permitted Usage; and (iv) to be used by Named Users with a unique user log-in. Customer is entitled to make copies of any locally installed components of the Software as may be necessary for ordinary backup and archival purposes.

2.2. Affiliate Usage. Customer's Affiliates may enter into separate Order Forms for Software, Support, Training, or Professional Services under this MSA. Each Order Form must reference this MSA and will be governed by its terms unless explicitly amended in writing. Such Order Forms will create separate contracts between Leapwork and the Affiliate, with "Customer" referring to the Affiliate for rights and obligations under that specific Order Form. Customer remains jointly and severally liable for its Affiliates' obligations, including payments and compliance. In the event of a breach by an Affiliate, Leapwork may seek recourse against Customer or the Affiliate pursuant to this MSA and applicable laws. For the avoidance of doubt, Affiliates are bound by this MSA only if they execute an 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 Software any suggestion, enhancement request, recommendation, or other feedback provided by Customer or Customer's Named Users relating to the operation or use of the Software.

2.4. Third-Party Software. The Software contains features designed to interoperate with Third-Party Software. If Customer decides to use any of these features, Customer agrees that it is Customer's sole responsibility to source such Third-Party Software. Customer understands and agrees that Leapwork shall have no responsibility or liability with respect to the Third-Party Software and Customer's use of Third-Party Software shall be subject to Third-Party Terms agreed between Customer and the Third-Party Software vendors. Any amounts payable to Third-Party Software vendors under Third-Party Terms are the sole responsibility of Customer and shall be paid directly by Customer to such Third-Party Software vendors.

2.5. Support. Leapwork will (a) provide the Software to Customer pursuant to the Agreement and the applicable Order Form, and (b) provide the applicable Support Services to Customer and/or the upgraded support package if purchased by Customer as agreed in the Order Form.

2.6. Leapwork Cloud Accessibility. The provision of Customer's access to Leapwork Cloud shall be consistent with the Service Level Agreement ("**SLA**") attached as Appendix A.

2.7. Trials and Betas. Leapwork may offer optional Trials and/or Betas of the Software, which the Customer may use solely for internal evaluation purposes and expressly excluding any production, commercial, resale, or third-party use. Trials and Betas are permitted only during the period designated by Leapwork on the Order Form or, if no period is specified, for a maximum of 30 days from their commencement. Either party may terminate a Trial or Beta at any time for any reason. 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 or its Named Users during a Trial or Beta is subject to the Feedback License as described in Section 2.3.

2.8. Access Suspension. Leapwork may suspend Customer's access to the Software, including any related services, in whole or in part, under 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 (Usage Terms) or (c) Customer's use of the Software poses a risk of material harm to the Software, Leapwork's systems, Third-Party Software or other systems or individuals. Leapwork may suspend access immediately and without prior notice in exigent circumstances, including to prevent material harm or a violation of applicable law. For clarity, any suspension of access under this Clause 2.8 shall not be deemed a breach of the SLA (Appendix 1) applicable to Leapwork Cloud.

3. USAGE TERMS

3.1. Usage Limitations.

3.1.1. Licensing Restrictions. Customer's use of the Software is subject to the licensing restrictions 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 described in the Order Form or this MSA. If Leapwork discovers that Customer has exceeded its licensing restrictions, it will notify Customer in writing. Customer shall pay additional Subscription Fees for the necessary licenses, calculated based on Leapwork's then-current Subscription Fees, pro-rated and co-termed to the invoicing schedule in the Order Form. Such fees shall be due within 30 days of Leapwork's written notification and sending of an invoice, regardless of whether an updated Order Form has been executed. The parties shall work in good faith to execute an updated Order Form to reflect the actual license usage and associated fees. Failure to comply with licensing restrictions, including non-payment of additional Subscription Fees, may result in suspension of access to the over-utilized features or services in accordance with Section 2.8 (Access Suspension) and cancellation of a licence set out in the Section 2.1 (License Grant).

3.1.2. Acceptable Use Restrictions. Customer's use of the Software and any Professional Services provided by Leapwork must comply with Leapwork's Acceptable Use Policy ("AUP"), incorporated by reference and available at <https://www.leapwork.com/hubfs/Legal/acceptable-use-policy.pdf>. Customer further agrees to ensure that no live or production data is used in connection with the Software or Professional Services unless explicitly permitted in writing by Leapwork. Customer further agrees that Leapwork personnel shall not be requested or instructed, during the delivery of Professional Services, to test, process, or otherwise handle production data unless prior written authorization has been granted by Leapwork. Without limiting the foregoing, Customer shall not:

- (i) use the Software in any manner that infringes third-party intellectual property or privacy rights;
- (ii) use the Software for purposes that violate any applicable laws; or
- (iii) use the Software in ways that threaten the confidentiality, integrity, or availability of Leapwork's systems, the Software, Third-Party Software or other systems or individuals.

3.2. User Designation. Customer may designate non-employees, such as contractors or consultants, as Named Users of the Software only if (i) their access and use is solely for and on behalf of Customer; (ii) such use complies with the Permitted Usage and all terms of the Agreement; and (iii) the Customer ensures that such individuals comply with the Agreement and accepts full responsibility for any act or omission by such individuals that breaches the Agreement. The foregoing applies to any individual or entity to whom Customer or any of its Named

Users provide access to or allow to use the Software or Documentation, whether such access or use is permitted by or in violation of the Agreement. For the avoidance of doubt, the Customer shall not allow any third party to access or use the Software except as expressly authorized under the Agreement.

3.3. Customer Data Responsibility. Customer is solely responsible for ensuring that all Customer Data uploaded to, submitted to, or processed using the Software complies with applicable laws, regulations, and third-party rights, including intellectual property and privacy rights. If Customer uses Third-Party Software or integrations in connection with the Software, Customer is solely responsible for the legality, accuracy, and rights associated with any data processed through such tools or integrations. 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. 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 Software, 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 Software 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 to Leapwork the applicable Subscription Fees and any applicable Service Fees as specified in the applicable Order Form. For the avoidance of doubt, the parties agree that Subscription Fees are fully earned upon Leapwork granting access to the Software, and 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). Unless otherwise specified in the applicable Order Form or SOW, Leapwork shall invoice 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 also reimburse Leapwork for 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 for each Renewal Period will increase by five percent (5%) per annum, calculated based on the applicable fees in effect at the end of the Initial Subscription Period or the immediately preceding Renewal 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. Unless otherwise specified in an executed Order Form, full payment for issued invoices must be received by Leapwork no later than thirty (30) days from the invoice date. Unpaid amounts will accrue late interest at a rate of 1.5% per month on the outstanding balance or the maximum rate permitted by law, whichever is higher. Further, 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 access to the Software with immediate effect.

4.6. Overdue Remedies. If any Fees owed by Customer under the Agreement remain overdue for 30 days or more, Leapwork may, without limiting its other rights or remedies, (i) accelerate all Fee payment obligations

under the Agreement; (ii) suspend Customer's license and use of the Software; and (iii) if applicable, suspend the provision of any ongoing Professional Services until all overdue 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 arising from its purchase or use of the Software, Support Services, Training Services, and Professional Services, if any, other than domestic taxes based on Leapwork's net income.

4.8. Trials and Betas. Unless otherwise agreed in writing by the parties, and notwithstanding anything to the contrary in this Section 4, Trials and Betas are provided without any applicable Subscription Fees, provided that Customer complies with the terms and conditions of the Agreement throughout the Trial or Beta period.

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 Software's features, functionality, performance, product roadmap and especially its Source Code. Confidential Information of Customer includes non-public data provided by Customer to Leapwork to enable the provision of the Software. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information as it would to protect its own Confidential Information but no less than a reasonable degree of care, and (ii) not to use (except in performance of the 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. 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 Software 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 Software, the Documentation, or any Deliverables, if applicable (together the “**Leapwork IPR**”), are provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the Leapwork IPR under the Agreement, nor any other rights to the Leapwork IPR other than to use the Leapwork IPR in accordance with the license granted under this 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 IPR. Customer shall use commercially reasonable efforts to safeguard the Leapwork IPR licensed to it (including all copies thereof for locally installed components of the Software) 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 Software 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 SUBSCRIPTION-BASED LICENSE GRANTED FOR THE SOFTWARE IS PROVIDED IN CONSIDERATION OF THE PAYMENT OF A SUBSCRIPTION FEE, THEN LEAPWORK WARRANTS TO CUSTOMER THAT, DURING THE APPLICABLE SUBSCRIPTION PERIOD, THE SOFTWARE IS 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 (X) MAKE AVAILABLE A CONFORMING VERSION OF THE SOFTWARE, 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. 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.

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 REPERFORMANCE OF THE SERVICES OR A REFUND OF THE APPLICABLE FEES, AT LEAPWORK'S DISCRETION.

8.3. WARRANTY DISCLAIMER. WITH REGARD TO THE SOFTWARE, DOCUMENTATION, SUPPORT SERVICES, TRAINING SERVICES AND PROFESSIONAL SERVICES (INCLUDING ANY DELIVERABLES) OR ANY OTHER OFFERING PROVIDED BY LEAPWORK UNDER THIS MSA OR THE AGREEMENT, LEAPWORK PROVIDES NO ADDITIONAL WARRANTIES OTHER THAN THE ONES EXPRESSLY SET OUT IN THIS SECTION 8. FOR CLARITY, LEAPWORK DISCLAIMS ANY AND ALL ADDITIONAL WARRANTIES REGARDLESS OF WHETHER THEY ARE EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, SUCH AS BUT WITHOUT LIMITATION: (I) FITNESS FOR A PARTICULAR PURPOSE; (II) THE ACCURACY OR TIMELINESS OF THE SOFTWARE OR INFORMATION AVAILABLE FROM THE SOFTWARE; (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 SOFTWARE AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS ONLY AND LEAPWORK DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE SOFTWARE AND DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR-FREE. THE CUSTOMER BEARS THE ENTIRE RISK OF USING THE SOFTWARE AND THE DOCUMENTATION.

9. INDEMNIFICATION

9.1. Leapwork will indemnify, defend and hold Customer harmless against claims brought against it by a third party alleging that Customer's use of the Software according to the terms of this 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 Software and Documentation in violation of the Agreement, or applicable law; (ii) continued use by Customer of the Software and Documentation after Leapwork has notified Customer in writing to cease the use of the Software and/or Documentation; (iii) any Third-Party Software or Customer Data; (iv) modifications to the Leapwork Software and Documentation made other than by Leapwork where the claim would not have arisen but for such modification; (v) the combination, operation, or use of the Leapwork Software with software or equipment which was not provided by Leapwork, to the extent that Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (vi) compliance by Leapwork with Customer's custom requirements or specifications if and to the extent such compliance with Customer's custom requirements or specifications resulted in the infringement; (vii) where Customer has not given prompt notice of a Third-Party Claim. If Customer's use of the Leapwork Software becomes subject of a Third-Party Claim, Leapwork shall at its sole option, either: (i) procure, at no cost to Customer, the right to continue using the Software; or (ii) modify the Software to render it non-infringing; or (iii) if, in Leapwork's reasonable opinion, neither remedies in subsections (i) or (ii) above are commercially feasible, immediately terminate the Agreement (and Customer's rights to use the Software), and refund to Customer any Fees that are paid but unused for the Leapwork Software and Support Services on a pro rata basis for the remainder of the Subscription Period.

10. LIMITATION OF LIABILITY

10.1. 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'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' OR SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL FEES PAYABLE BY CUSTOMER TO LEAPWORK FOR THE SOFTWARE AND ANY APPLICABLE SUPPORT SERVICES, TRAINING SERVICES AND PROFESSIONAL SERVICES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN THIS SECTION 10.2 "EXCLUDED CLAIMS" SHALL MEAN:

- A. CLAIMS FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT.
- B. CLAIMS RELATING TO MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR BREACH OF SECTIONS 2.1 AND 3 OF THIS 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 in accordance with this Section 11, the Agreement shall commence on the Effective Date and continue for the Term, as defined herein. Professional Services specified in an applicable Order Form or SOW must be completed during the Term, unless otherwise agreed in writing by the parties.

11.2. Termination for Cause. Either party may terminate the 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. 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 period starting from the effective date of termination to the end of the applicable term. This includes unused Subscription Fees, as well as unused fees for Support Services, Training Services, or Professional Services, if applicable.

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 Software.

11.4. Effect of Termination. Upon expiration or earlier termination of this Agreement, all licenses granted to the Customer under this Agreement, including for Trial or Beta Software, shall immediately terminate and the access to the Software is denied, and (i) Customer shall immediately cease using, uninstall, and destroy (if applicable) all copies of the Software (including Trials and Betas) and Documentation from its systems; (ii) 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; (iii) no expiration or termination shall affect Customer's obligation to pay all accrued and non-refundable Fees due before such expiration or termination; and (iv) all of Customer's rights hereunder will 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. Notwithstanding anything to the contrary in Section 4.5 above, Customer's breach of any payment obligation under this Agreement 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 including 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 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 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 Software and any applicable Support Services, Training Services and/or Professional Services may be subject to export laws and regulations including U.S. economic sanctions, European Commission regulations, United Nations Security Council resolutions, and other similar local regulation or regulation in other jurisdictions' "Export Controls and Sanctions List". Each party represents that it is not named on any Export Controls and Sanctions List. Customer will not permit any Named User to access or use the Software 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 shall be in violation of any applicable anti-terrorism laws, including but not limited to U.S. Anti-Terrorism laws. 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 the Agreement is found to be unenforceable or invalid, that provision shall 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. The Agreement, which includes this MSA, any executed Order Form, and all other documents incorporated by reference therein, constitutes the entire agreement between Leapwork and Customer regarding Customer's use of the Software, Support Services, Training Services, Professional Services, Deliverables, and Documentation. This MSA forms an integral part of the overall Agreement which includes the applicable Order Form(s), any Statement of Work ("SOW"), the Documentation, and any other Leapwork terms or policies expressly referenced or incorporated. This MSA 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 hereby grants Leapwork a revocable, non-exclusive, time-limited license for the Term only 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. 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 the Agreement.

14.6. Notices. If Customer wishes to notify Leapwork regarding any matter related to the Software 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.

14.7.1. Audit Authority. Leapwork or its designated independent third-party auditor, who is obliged to maintain confidentiality and cannot be a competitor to Customer, reserves the right to conduct audits to verify compliance with the terms of the 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 Period. Leapwork shall provide the Customer with at least seven (7) days' prior written notice before initiating any such audit.

14.7.2. 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.

14.7.3. 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.

14.7.4. 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.

14.7.5. 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.

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

14.7.7. 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.

14.8. Usage Insights Collection. The Customer acknowledges and agrees that the Software includes features designed to collect limited, non-personal usage insights. The nature and scope of these insights are defined 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, but are not limited to, the types of tests executed, performance logs, and Software features utilized, all with the objective of driving continuous improvements in Leapwork's products. For the avoidance of doubt, such insights do not include any Personal Data.

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

14.10. Use of AI Features. Customer may use Leapwork's AI Features by enabling the relevant AI Features within the Customer 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.

14.11. 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.

14.12. Professional Services Sold by Third Parties. Where the Customer engages directly with a third party 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 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 obligations are strictly 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.

14.13. 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.

14.14. 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. Any dispute regarding the interpretation, conclusion, performance or termination of the Agreement not resolved amicably by the parties or through arbitration in accordance with Section 15.4 below shall be subject to the exclusive jurisdiction of the courts in San Francisco, California, or, if that court lacks subject matter jurisdiction, 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. Any dispute regarding the interpretation, conclusion, performance or termination of the Agreement not resolved amicably by the Parties or through arbitration in accordance with Section 15.4 below shall be subject to the exclusive jurisdiction of the courts of 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. Any dispute regarding the interpretation, conclusion, performance or termination of the Agreement not resolved amicably by the Parties or through arbitration in accordance with Section 15.4 below shall be subject to the exclusive jurisdiction of the courts of London, England.

15.4. Dispute Resolution.

15.4.1. Negotiation. In the event of any dispute, claim, or controversy arising out of or relating to the Agreement or its breach, termination, enforcement, interpretation, or validity ("**Dispute**"), the parties shall first attempt 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. Such election shall be binding on the other party.

15.4.2.1. North America Arbitration. If Section 15.1 applies, arbitration shall be conducted under the JAMS Comprehensive Arbitration Rules and Procedures, incorporated by reference into this clause. The number of arbitrators shall be one, chosen jointly by the parties. If the parties cannot agree on an arbitrator within 14 days, JAMS shall appoint the arbitrator. The seat of arbitration shall be the City and County of San Francisco, California, and the language to be used in the arbitral proceedings shall be English.

15.4.2.2. European and ROW Arbitration. If Section 15.2 applies, arbitration shall be conducted under the Danish Institute of Arbitration, incorporated by reference into this clause. The number of arbitrators shall be one, chosen jointly by the parties. If the parties cannot agree on an arbitrator within 14 days, the Danish Institute of Arbitration shall appoint the arbitrator. The seat of arbitration shall be Copenhagen, Denmark, and the language to be used in the arbitral proceedings shall be English.

15.4.2.3. If Section 15.3 applies, arbitration shall be conducted under the LCIA Rules, incorporated by reference into this clause. The number of arbitrators shall be one, chosen jointly by the parties. If the parties cannot agree on an arbitrator within 14 days, the LCIA shall appoint the arbitrator. 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. Litigation may only proceed if arbitration is waived by mutual agreement or if the arbitrator declares the decision non-binding due to jurisdictional or procedural issues. If litigation is initiated, it must be brought in the courts specified in Sections 15.1, 15.2, or 15.3 (as applicable), and the parties hereby consent to the exclusive jurisdiction and venue of those courts. Litigation may not run concurrently with arbitration.

16. COUNTRY SPECIFIC TERMS

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

16.1.1. Section 2.1 (License Grant) is amended to include the following language at the bottom of the Section: *"If Customer is a U.S. Government entity, or if an executed Agreement becomes subject to the Federal Acquisition Regulations (FAR), then, the Software, provided under the MSA 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 MSA. 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 MSA 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 this MSA will also apply to the Partner. Leapwork may provide required notices relating to the Agreement and usage of the Software to either the Partner, the Customer, or both, at its discretion. Likewise, Customer may send notices or communications to Leapwork through the Partner.

17.2. Partner's Responsibility for Own Terms and Conditions. For the avoidance of doubt, the Agreement governs Customer's use of the Software, Support Services, Training Services and Professional Services as provided by Leapwork or its Affiliates only. **Customer acknowledges that Leapwork or its Affiliates are not responsible for any terms, conditions, license grants, warranties, pricing commitments or obligations offered to Customer by the Partner or any third party in any contract, order form, or otherwise if Leapwork is not a party to such agreement.**

17.3. Disclaimer of Liability for Partner Actions. Leapwork disclaims any responsibility for terms or commitments made by the Partner that contradict or exceed this MSA or any Agreement made directly with 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 under a partner agreement with Leapwork or any of its Affiliates, and where such license is granted solely for the fulfilment of Partner's obligations under the relevant partner agreement, the license grant in Section 2.1 of this MSA is (i) amended to remove any mention of applicable Subscription Fees; and (ii) 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". The Partner shall not provide direct access to the Software, Documentation, Support Services, Training Services, or Professional Services to its customers or any third party unless expressly authorized in writing by Leapwork.

APPENDIX A

SERVICE LEVEL AGREEMENT – EXCLUSIVELY APPLICABLE TO LEAPWORK CLOUD

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

1. DEFINITIONS

The terms appearing in initial capitals not explicitly defined in this SLA 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.

"Excusable Downtime": the exclusions set forth in Section 3 of this SLA.

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

"Monthly Availability Commitment": the minimum percentage of time during a given month that Leapwork Cloud is operational and accessible, minus any excusable downtime. Availability is calculated as the percentage of total minutes in the month during which Leapwork Cloud were operational and accessible, excluding excusable downtime as defined in Section 3 of this SLA.

2. AVAILABILITY

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

Monthly Availability Commitment	99.9%
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3. EXCUSABLE DOWNTIME

Leapwork is not responsible for any unavailability of Leapwork Cloud caused by reason outside of its control, including but not limited to downtime caused by the following events, which would all therefore not be included in the calculation of the Monthly Availability Commitment:

- 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 LaaS application, where inability to access is not the result of a failure by Leapwork, 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 not caused by Leapwork; and
- g) The failure of Customer to provide timely feedback and information as required for problem identification or resolution.

4. SCHEDULED MAINTENANCE

The scheduled maintenance of the Leapwork Cloud is governed by Leapwork Cloud – Scheduled Maintenance Policy available at www.leapwork.com/legal/leapwork-cloud-scheduled-maintenance-policy, as updated from time to time and incorporated herein by reference. Customers acknowledge and agree that all maintenance activities will be conducted in accordance with the schedule, scope, and procedures outlined in the said Policy.

5. RESPONSE TIME (INFRASTRUCTURE SUPPORT)

Leapwork shall be available to receive Customer reports and incidents at all times. Leapwork will use reasonable commercial efforts to meet the response times specified below. Response Time means the time by which Leapwork will acknowledge the incident and commence corrective action, including providing the Customer with an initial status update.

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

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

6. RESPONSE TIME (TECHNICAL SUPPORT)

Leapwork shall provide technical support as detailed in:

- The applicable Leapwork Support Services package, consisting of the general support policy as well as [Leapwork support policy](#), as updated from time to time, and
- the Support Package (if included in the applicable Order Form).
