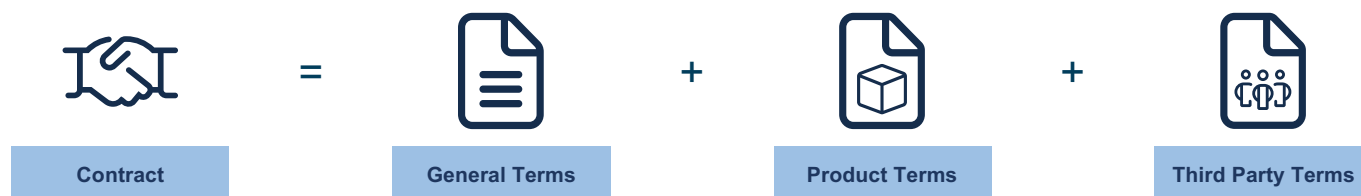


LEAP Enterprise Terms & Conditions

LEAP Enterprise Contract | Formalising Our Partnership

Our contract model comprises three key components: **General Terms + Product Terms + Third Party Terms**



Our Agreement

1. **General Terms:** This agreement spans our relationship with you and governs your use of the LEAP Enterprise Services.
2. **Product Terms:** These terms apply to your use of specific products and services offered by LEAP which are accessed from and based on the LEAP Enterprise Software, and apply in addition to the LEAP General Terms. Examples include LEAP Enterprise and LEAP Beta Programs. These won't always be relevant to You, so check the table of contents for your relevant services.
3. **Third Party Terms:** These terms are required by our Third Party Suppliers in respect of your use of Third Party Products which are accessible through the LEAP Enterprise Software, and apply in addition to the LEAP General Terms. Examples include terms required by ByLawyers, LawY, DivorceMate, Corto MatterAI, WealthCounsel, and WillSuite.

Global Flexibility | Contract with us in multiple countries with ease

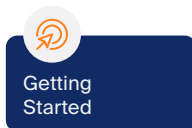
We've included **Country-Specific Terms** so you only need one agreement with us, no matter where you're doing business.

Currency

These LEAP Enterprise General Terms are current from 1 August 2026 for new Clients and from 1 September 2026 for existing Clients.



Our
Agreement



Getting
Started



Rights &
Obligations



Fees
& Payments



Risk
& Liability



Relationship
Governance



Protecting IP
& Information



Compliance
& General



Country-
Specific Terms

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General Terms - Our Agreement

1. AGREEMENT

- 1.1 This agreement contains the terms and conditions that govern your access to and use of the LEAP Enterprise Services and is made between LEAP (**LEAP, We, Us or Our**) and you or the entity you represent (**Client, You or Your**) comprising the following parts:
 - (a) these General Terms of this agreement;
 - (b) any special Product Terms applicable to the LEAP Enterprise Services accessed or used by You;
 - (c) any Third Party Terms applicable to the LEAP Enterprise Services accessed or used by You; and
 - (d) the terms of any Order Form entered into between the Parties,
 (together, this **Agreement**).
- 1.2 If there is any inconsistency between the documents listed above, the documents listed later will prevail to the extent of the inconsistency, except to the extent any of the provisions in this Agreement are declared to be an unfair contract term under applicable Consumer Law or are otherwise illegal, unenforceable or invalid.
- 1.3 This Agreement will commence on the earlier of:
 - (a) when You click an "I Accept" button or check box presented with this Agreement;
 - (b) when You first use any of the LEAP Enterprise Services; or
 - (c) when You sign an Order Form,
 (**Commencement Date**).
- 1.4 You represent that You are lawfully able and authorised to enter into this Agreement and bind the organisation or entity you represent (such as the company You work for), and it is duly organised under applicable Laws.
- 1.5 If You are a Permitted User, by accepting these terms or accessing or using the LEAP Enterprise Services, You agree to comply with this Agreement as they relate to access and use of the LEAP Enterprise Services. You agree that Your right to access the LEAP Enterprise Services arises from the Client's right to access and use the LEAP Enterprise Services and if the Agreement expires or is terminated, Your right to access and use the LEAP Enterprise Services will also end. If You do not accept the Agreement, then do not use or access the LEAP Enterprise Services.

2. COUNTRY-SPECIFIC TERMS

- 2.1 Country-specific terms are set out in Schedule 1 and will govern Your use of the LEAP Enterprise Services. The Parties to this Agreement are listed in the Order Form. The applicable Country-specific terms are determined by reference to the contracting LEAP entity as specified in the Order Form.

3. TERM

- 3.1 **Term of Agreement:** This Agreement will commence on the Commencement Date and continues until terminated or it otherwise expires (**Agreement Term**).
- 3.2 **Initial Term:** Unless otherwise specified in Your Order Form, Your Initial Term and Initial Payment Date will start on the earlier of:
 - (a) Your Installation Date; or
 - (b) 6 months after the Commencement Date (unless an installation delay is caused by LEAP).
- 3.3 **Renewal Term:** After the expiry of the Initial Term and unless specified otherwise in Your Order Form, this Agreement will automatically renew for subsequent Renewal Terms unless this Agreement has been terminated earlier.

4. THIRD PARTY PRODUCTS

- 4.1 The LEAP Enterprise Services may incorporate or allow You to access Third Party Products (in whole or in part) which are provided to LEAP by Third Party Suppliers, and are subject to Third Party Terms.
- 4.2 For each order for Third Party Products placed by You through the LEAP Enterprise Software:
 - (a) a separate contract is formed between You and the applicable Third Party Supplier comprising these General Terms (as applicable), Third Party Terms, and any applicable order (**Supplier Contract**);
 - (b) LEAP enters into the Supplier Contract with You as agent for You and the Third Party Supplier for the benefit of LEAP, You and the Third Party Supplier, and holds the benefit of the Supplier Contract as trustee for You and Third Party Supplier;
 - (c) Your legal rights and remedies for any Loss or Claims suffered by You in connection with the Third Party Products are against the Third Party Supplier and are not against LEAP, except to the extent such Loss or Claim cannot be excluded by Law or is directly caused by LEAP's breach of a Supplier Contract or LEAP's negligent, wilful, criminal or fraudulent act or omission.
- 4.3 You appoint LEAP as your agent to act on Your behalf for the purposes of:
 - (a) submitting Your orders for Third Party Products to the applicable Third Party Supplier;
 - (b) delivering the Third Party Products to You on behalf of the Third Party Supplier;
 - (c) entering into the Supplier Contract with the Third Party Supplier on Your behalf as specified in clause 4.2(b)4.2(b); and
 - (d) where applicable, taking payment for the Third Party Products from You on trust for the benefit of the Third Party Supplier and remitting payment to the Third Party Supplier on Your behalf.



- 4.4 You acknowledge and agree that:
- (a) where notified, LEAP may charge You a Service Fee for acting as your agent; and
 - (b) You authorise LEAP, as Your agent, to do everything reasonably necessary for it to carry out its obligations under clause 4.3.
- 4.5 **Companion Products:** Please see our Country-specific terms at Schedule 1 for terms about Companion Products.

Getting Started

5. ACCESS, LICENCE AND RESTRICTIONS

- 5.1 **Access:** In consideration for the Fees and subject to the terms of this Agreement, LEAP will make the following available to You during the Agreement Term:
- (a) Data Transition (where elected by the Client in an Order Form);
 - (b) access to online training and support resources;
 - (c) during the LEAP Term:
 - (i) access to the LEAP Enterprise Software (including the hosting of Client Data);
 - (ii) access to Content;
 - (iii) access to client support chat assistance during the hours specified in the Country-specific terms at Schedule 1;
 - (iv) access to Third Party Products as set out and agreed in this Agreement or an Order Form; and
 - (d) any other LEAP Products and services as agreed in an Order Form between the Parties, (collectively, the **LEAP Enterprise Services**).
- 5.2 **Grant of Licence:** Subject to the restrictions set out in clause 5.5, LEAP grants to You a non-exclusive, non-sublicensable, non-transferable, revocable licence for You (through Your Permitted Users) to:
- (a) access and use the LEAP Enterprise Services for the Permitted Purpose; and
 - (b) grant to Your End User clients a limited, exclusive, non-sublicensable, non-transferable personal licence (on a one-to-one basis) to use the LEAP Enterprise Services subsisting in Derivative Works in connection with the professional legal services You (or Your Permitted Users) were engaged to provide to that End User,
- during the Agreement Term and strictly in accordance with the terms of this Agreement and all Laws.
- 5.3 **Duration of Licence:** The licence granted by LEAP to You under clause 5.2 will immediately come to an end upon the earlier of the completion of the Permitted Purpose or termination or expiry of this Agreement (other than the licence under clause 5.2(b) to LEAP Enterprise Services subsisting in the Derivative Works created before termination or expiry of this Agreement, in which case the licence shall continue until completion of the Permitted Purpose).
- 5.4 **Users:** You warrant and agree that You:
- (a) will (and will ensure that Your Permitted Users) will only use and access the LEAP Enterprise Services for the Permitted Purpose(s), in compliance with the terms of this Agreement and in accordance with all applicable Laws;
 - (b) will restrict access to any LEAP Enterprise Services solely to Your Permitted Users; and
 - (c) You are responsible and remain fully liable for the acts and omissions of Your Permitted Users and Representatives in connection with this Agreement.
- 5.5 **Licence Restrictions:** Except as expressly permitted under this Agreement, You and Your Permitted Users must not (nor attempt to):
- (a) **Permitted Purpose:** use the LEAP Enterprise Services for any purposes other than the Permitted Purpose;
 - (b) **No Third Party Benefit:** use the LEAP Enterprise Services on behalf of or for the benefit of any third party other than Your End User clients or enable or allow any third-party integration without LEAP's prior written consent;
 - (c) **User Credentials:** share any User Credentials or otherwise enable unlawful access to the LEAP Enterprise Services or LEAP Materials by any other person (whether simultaneously or independent of You);
 - (d) **Concurrent sessions:** log in to multiple Devices concurrently, using the same User Credentials;
 - (e) **Disclaimers:** remove, alter or deface any registered or unregistered trademark, logo, copyright notices, disclaimers or other proprietary notice appearing on or in any LEAP Enterprise Services or LEAP Materials;
 - (f) **Trade Marks:** adversely affect or jeopardise the rights of LEAP (or its Representatives) to register any unregistered trade marks, whether or not an application for registration has been made;
 - (g) **Misuse and Damage:** interfere, damage, alter, misuse or gain unauthorised access to the LEAP Environment or LEAP Materials or otherwise interfere with the ability of any other user to use the LEAP Enterprise Services;
 - (h) **Scraping:** data mine, scrape, crawl, aggregate, copy, extract or attempt to harvest (whether by any automated process, 'brute force attack' or otherwise) the LEAP Environment or LEAP Materials for any purpose, including setting up or adding to a database;
 - (i) **Automated access:** gain access to and/or use the LEAP Enterprise Services via mechanical, programmatic, robotic, scripted or any other automated means.
 - (j) **Reverse Engineer:** decompile, disassemble, translate, replicate or otherwise reverse engineer any software programs or any part of the LEAP Environment or LEAP Materials;
 - (k) **No Transfer:** sublicense, sell, resell, commercialise, assign or transfer any right, title or interest (including any Intellectual Property Rights) in the LEAP Materials to any person;



- (l) **Copyright:** copy, reproduce, publish, disclose, distribute, display, alter, modify or adapt the LEAP Materials or create a derivative work by combining the LEAP Materials (in whole or in part) with other materials to create a new work (save where reasonably necessary to use or access the LEAP Materials for the Permitted Purpose as set out in an Order Form);
- (m) **Competition:** use the LEAP Enterprise Services in any way that competes with LEAP's business or the products offered by LEAP.
- (n) **Misuse:** use the LEAP Materials or LEAP Enterprise Services in any way that would or may:
 - (i) constitute a misuse of any person's Confidential Information or infringe upon any person's rights (including Intellectual Property Rights and Moral Rights);
 - (ii) breach any Laws or otherwise amount to a use or disclosure for unlawful purposes;
 - (iii) damage the reputation or goodwill of LEAP or otherwise be misleading, deceptive or defamatory;
 - (iv) store, or transmit illegal materials or malicious code; or
 - (v) be intended to avoid incurring Fees or minimise the applicable Fees payable,
 (each, a **Non-Permitted Purpose**).

6. PROVISION OF SERVICES

- 6.1 **Delivery:** LEAP will provide User Credentials to You and Your Permitted Users in order to access to the LEAP Enterprise Software and LEAP Enterprise Services.
- 6.2 **LEAP Obligations:** LEAP will use reasonable commercial endeavours to provide the LEAP Enterprise Services:
 - (a) in a professional, competent, timely and responsible manner;
 - (b) in compliance with the terms of this Agreement; and
 - (c) in compliance with all Laws that apply to the LEAP Enterprise Services supplied under this Agreement.
- 6.3 **Affiliates:** You acknowledge and agree that:
 - (a) the LEAP Enterprise Services may be provided by any LEAP Affiliate including Ledgectic Pty Ltd and Efimis Legal; and
 - (b) the Client Data may be disclosed to LEAP's Affiliates in connection with this Agreement,
 provided that LEAP remains solely liable and responsible for the acts or omissions of any such Affiliate performing services in connection with this Agreement. References to LEAP in this Agreement includes any relevant LEAP Affiliate.
- 6.4 **Installation & Training:** You acknowledge and agree that:
 - (a) installation of and training about the LEAP Enterprise Software may be performed by LEAP or by independent, external consultants authorised by LEAP;
 - (b) where Your installation and training is to be performed by external consultants, it is Your responsibility to organise installation and training with the external consultant directly (unless otherwise agreed by the Parties);
 - (c) the schedule of installation is subject to the availability of resources, and LEAP gives no undertaking or guarantee regarding the scheduling of installation;
 - (d) delays caused by Your failure to provide information as reasonably requested or comply with the LEAP System Requirements will result in You being responsible for any additional costs occasioned by the delay;
 - (e) LEAP does not rectify issues in Your systems and technology related to Your hardware, networks, operating systems or third party software (this is the responsibility of Your other information technology providers); and
 - (f) the LEAP Enterprise Software will be deemed as properly installed upon the earlier of (i) You providing a signature on a document to indicate approval of installation; or (ii) within 14 days of installation unless You notify LEAP otherwise in writing.
- 6.5 **Data Transition:** You acknowledge and agree that where You elect for Data Transition:
 - (a) Data Transitions may be performed by LEAP or by independent external consultants authorised by LEAP;
 - (b) we will use reasonable endeavours to assist You to ensure the accuracy of the opening balances entered, but ultimately it is Your responsibility to ensure the accuracy of the transitioned data;
 - (c) the Data Transition will be performed subject to the Transition Order Form and will be taken to have been properly conducted upon the earlier of (i) You indicating approval by providing Your signature on the Transition Approval Report; or (ii) within 14 days of installation unless You notify LEAP otherwise, in writing;
 - (d) You must ensure that You take and maintain a backup copy of the data You supply for transition and that it is securely stored and accessible for use if required.
- 6.6 **Additional Users:** During the LEAP Term, You may purchase additional Permitted Users at the then standard cost (**Additional Users**) whose User Credentials will be provided for the remainder of the then Initial Term or Renewal Term (as applicable) (**Co-Termed User**).
- 6.7 You acknowledge and agree:
 - (a) to diligently and use best endeavours to consider the number of Permitted Users required for Your needs; and
 - (b) that the number of Permitted Users may not be reduced during the then current Initial Term or Renewal Term.



Rights & Obligations

7. SERVICE VARIATIONS

- 7.1 **Service Variations:** Subject to clause 7.3, LEAP may, at any time:
- (a) modify the method of supply and delivery of, or access to, the LEAP Enterprise Services;
 - (b) change or discontinue any feature or functionality of the LEAP Enterprise Services or Software for any reason;
 - (c) amend or vary the terms of this Agreement from time to time. We will provide reasonable notice (at least 14 days) in writing to You if any of these changes materially and adversely affect Your rights under this Agreement;
 - (d) amend the Third Party Terms from time to time where directed or required by the Third Party Supplier or to otherwise comply with LEAP's agreement with a relevant Third Party Supplier. We will provide reasonable notice (at least 14 days') in writing to You if any of these changes materially and adversely affects Your rights under this Agreement;
 - (e) make temporarily unavailable or otherwise suspend access to the LEAP Enterprise Services where reasonably necessary for: scheduled or emergency maintenance; system updates; other upgrades; or any other changes to the LEAP Enterprise Services, and
- where possible, We will provide reasonable written notice to You.
- 7.2 **Reservation of Rights:** LEAP may, at any time during the Term:
- (a) store any and all data using cloud storage technology (such as Amazon Web Services and Microsoft Azure), at LEAP's discretion; and
 - (b) gather analytics in relation to any and all activity on the LEAP Enterprise Services, use of the LEAP Enterprise Services and Client Data for internal purposes (subject to clauses 24 and 25), including for purposes such as billing, gauging interest and identifying usage patterns.
- 7.3 **Termination:** If LEAP exercises its rights under clause 7.1 to Your material detriment, You may terminate this Agreement immediately by notice in writing to LEAP within 30 days of the change taking effect.

8. CLIENT DATA

- 8.1 **Client Data:** You will provide Client Data reasonably required to enable LEAP to provide the LEAP Enterprise Services.
- 8.2 **Licence to Use Client Data:** You grant LEAP a non-exclusive, non-sublicensable licence to use Client Data during the Agreement Term for the limited purpose of providing the LEAP Enterprise Services to You and in accordance with this Agreement. LEAP must not use Client Data for any other purposes without Your prior written consent, or, in the case of Personal Information, a relevant legal basis for processing Personal Information as required under applicable Privacy Laws.
- 8.3 **Sublicence:** You consent to and agree that LEAP may sub-license and disclose the Client Data to Third Party Suppliers and subcontractors during the Agreement Term for the limited purpose of providing the LEAP Enterprise Services to the Client.

9. USE OF AI IN THE LEAP ENTERPRISE SERVICES

- 9.1 **Application:** These terms apply where LEAP offers AI Services through the LEAP Enterprise Software.
- 9.2 **AI Services:** The AI Services utilise artificial intelligence (AI) algorithms and technologies, including generative AI and may include, but are not limited to, access to Your Matter Data, generated documents and answers to questions, prompts and reminders regarding potential deadlines, due dates, and other requirements relating to legal or business practice (together, the **AI Services**).
- 9.3 **Matter Data:** Both LEAP and You agree that:
- (a) documents, data, and materials uploaded, imported or stored against a matter file within Your LEAP account (**Matter Data**) may be processed by the AI Services. The processing activities and functionality align with our products' primary uses and is consistent with our Privacy Policy;
 - (b) LEAP will not use Your Matter Data for the purposes of improving or training the AI Services; and
 - (c) You are responsible for ensuring that You have all necessary rights and consents, including third party privacy consents (**Consents**), to provide the Matter Data to LEAP for the purpose of providing the AI Services.
- 9.4 **Warranty:** You warrant that You have all necessary rights and Consents relating to Matter Data so that LEAP's processing of the Matter Data will not infringe, misappropriate, or otherwise violate any third party rights or any applicable Law.
- 9.5 **Liability:** You indemnify LEAP against all Loss arising from Your failure to obtain and maintain required Consents. LEAP has not advised You on what consents are required in Your jurisdiction.
- 9.6 **Disclaimers:**
- (a) AI Services may not have been developed, or approved by legal practitioners and carry no legal or professional endorsement. The AI Services may not (i) reflect applicable Laws; (ii) suit your circumstances; or (iii) be current.
 - (b) the AI Services do not constitute legal advice and must not be relied on as legal advice. A qualified lawyer should review any AI Services output before it is relied upon; and
 - (c) AI Services may not be accurate or current. You are responsible for validating AI Services based on Your own professional skill, judgment and experience.

10. CLIENT ACKNOWLEDGEMENTS AND OBLIGATIONS

- 10.1 **Client Acknowledgement:** You acknowledge and agree that:



- (a) LEAP is entitled to rely on the accuracy and completeness of the Client Data as provided by the Client and, unless expressly required otherwise, LEAP has no obligation to verify the accuracy or completeness of the Client Data; and
- (b) it is Your responsibility to ensure that Your information technology and communications infrastructure (ITC) meets the LEAP System Requirements, and that LEAP may not operate properly (or at all) on infrastructure which is non-compliant with the System Requirements.

10.2 **Client Obligations:** You must (and must ensure Your Representatives and Permitted Users):

- (a) ensure Your ITC infrastructure meets the LEAP System Requirements;
 - (b) provide LEAP with any Client Data and sufficient written instructions as reasonably required to enable LEAP to provide the LEAP Enterprise Services;
 - (c) implement the latest version of the LEAP Enterprise Software when required;
 - (d) backup Your data, information and documents that are stored locally;
 - (e) comply with any Third Party Terms;
 - (f) implement the security measures specified under clause 26.2; and
 - (g) comply with the terms of this Agreement,
- (together, the **Client Obligations**).

10.3 **Exclusion of liability:** LEAP is not liable for any failure to provide the LEAP Enterprise Services to the extent that such failure is due to Your failure to fulfil any of Your Client Obligations.

Fees & Payment

11. FEES AND INVOICES

- 11.1 **Tax Invoice:** LEAP must issue to You a Tax Invoice that complies with the Tax Law for all Fees applicable to the LEAP Enterprise Services and, where applicable, Third Party Products ordered and supplied to You during the invoice period.
- 11.2 **Payment of Fees:** You must pay to LEAP all undisputed Fees in accordance with the terms of this Agreement.
- 11.3 **Payment Terms:** You will pay any Upfront Amounts within the time specified on Your Order Form. You will pay the Monthly Amounts on a monthly basis. Your first payment of the Monthly Amount will be on the Initial Payment Date, by electronic funds transfer, direct debit or such other method we nominate from time to time. Unless otherwise agreed by the parties in writing, subsequent Monthly Amount payments are payable by direct debit using a transaction agent nominated by Us. You agree to complete a direct debit mandate if required by LEAP.
- 11.4 **Credit Card:** LEAP may charge a reasonable transaction fee where it is agreed that You pay Fees by credit card, which will be displayed at point of sale or otherwise agreed in writing. LEAP, in its sole discretion, may elect to waive the transaction fee where you pay by direct debit.
- 11.5 **Fee Review:** LEAP may increase the Fees for or during a Renewal Term as reasonably determined by LEAP by providing You with reasonable advanced written notice of the proposed Fee adjustment.
- 11.6 **Termination:** If you object to any increase to Fees notified by LEAP under clause 11.5, you may elect to terminate this Agreement immediately by providing notice in writing from receipt of such notice and within 30 days of the change taking effect.
- 11.7 **Disputes:** Paying a Tax Invoice does not waive Your right to dispute it.
- 11.8 **Interest:** Any undisputed Fees not paid when due will be subject to interest equal to a rate that is 5% per annum above the applicable Cash Rate in the Territory and will be calculated on a daily basis.
- 11.9 **Payment Default:** You acknowledge and agree that:
 - (a) if any Fees are due and payable but not received by LEAP within fourteen (14) days from the date on which such amounts fall due, then, at LEAP's sole discretion, LEAP may without limiting Our other rights and remedies under this Agreement and provided that LEAP has provided to You a written demand for payment;
 - (i) suspend the LEAP Enterprise Services until outstanding amounts are received and/or terminate this Agreement and close your account immediately; and/or
 - (ii) pass-through any dishonour fees charged by Our bank on such amounts for each failed direct debit withdrawal We attempt to make against Your nominated bank account, up to a maximum of three (3) attempted direct debit withdrawals per LEAP Monthly Amount.
 - (b) if any Fees are due and payable but not received by LEAP within sixty (60) days from the date on which such amounts fall due, then, at LEAP's sole discretion, LEAP may without limiting Our other rights and remedies under this Agreement, transfer the right to receive, recover or pursue such amounts to a third party and You will be liable to LEAP and/or the third party for any associated costs until such time as such amounts are paid in full to such third party.
- 11.10 **Fee Discounts:** You acknowledge and agree that any discount or concession applied to the Fees as set out in an Order Form has been offered by LEAP and accepted by You in consideration for Your commitment to use the LEAP Enterprise Software for the Initial Term, and that but for that commitment the Fees would be payable at Our standard rates as set out in the Order Form.
- 11.11 LEAP will refund a prorated portion of any prepaid Fees, or the Client will not be liable to pay the relevant portion of the Fees, which relate to:
 - (a) the Client's termination of this Agreement under clause 11.6, on receiving notice of a Fee increase, in accordance with clause 11.5;
 - (b) the Client's termination of this Agreement as a result of a material breach by LEAP in accordance with clause 19.2.



12. TAXES

12.1 Please see our Country-specific terms for the applicable Territory at Schedule 1.

13. COMMISSIONS

13.1 In some circumstances We may receive commission payments, fees or other benefits for introductions or referrals in respect of transactions which We arrange for You in which You make a purchase. The amounts we receive may vary, however these are not additional amounts payable by You.

14. NOT USED

14.1 This clause is 'not used' purposefully left blank.

Risk & Liability

15. WARRANTIES, ACKNOWLEDGEMENTS AND EXCLUSIONS

15.1 **Mutual Warranties:** Each Party warrants on a continuing basis that:

- (a) it has full corporate power and authority to enter into and perform this Agreement;
- (b) executing and performing this Agreement does not breach any contractual, legal or other obligations that apply to it; and
- (c) it is lawfully able to grant any relevant licences to the other Party as provided for under this Agreement.

15.2 **LEAP Warranties:** LEAP warrants that:

- (a) it will not knowingly introduce any errors, faults or other imperfections to the LEAP Enterprise Services;
- (b) the supply of the LEAP Enterprise Services by LEAP for the Permitted Purpose:
 - (i) is not contrary to any applicable Laws as they relate to LEAP; and
 - (ii) will not infringe the copyright of any third party.

15.3 **Client Warranties:** You warrant that:

- (a) in respect of the Client Data provided or disclosed by or on behalf of You to LEAP in connection with this Agreement:
 - (i) LEAP's use of the Client Data in accordance with this Agreement will not infringe any applicable Laws;
 - (ii) LEAP's use of the Client Data in accordance with this Agreement will not infringe the copyright or other Intellectual Property Rights of any third party;
 - (iii) You have obtained or will obtain (prior to disclosure to LEAP) all required and necessary consents and authorisations for LEAP to collect, use, hold, process and disclose the Client Data in accordance with this Agreement; and
- (b) You shall use the LEAP Enterprise Services in compliance with this Agreement and applicable Laws.

15.4 **Client Acknowledgements:** Except to the extent the following warranties cannot be excluded by Law, You acknowledge and agree that, to the fullest extent permitted by Law:

- (a) the mutual warranties set out in clause 15.1 and the LEAP warranties set out in clause 15.2 are in lieu of any other warranties by LEAP, express or implied;
- (b) ***The LEAP Enterprise Services are provided on an "as-is" and "as available" basis and all terms, warranties, representations, and conditions are expressly excluded, and LEAP expressly disclaims all express or implied terms, warranties, representations, and conditions in respect of the LEAP Enterprise Services, including that the LEAP Enterprise Services: will be merchantable, will be non-infringing, will meet Your requirements; are fit or suitable for Your intended purpose or use; will be compatible with, or suitable for use with, Your own software or applications; will be error-free, correct, accurate, complete, reliable, secure, current, up-to-date or otherwise (including any Third Party Products sourced from Third Party Suppliers), or that the statistical methodology on which any of the LEAP Enterprise Services are derived use appropriate or accurate assumptions;***
- (c) LEAP does not provide any legal advice or legal services, accounting or other professional services advice by providing You access to the LEAP Enterprise Services;
- (d) access to the LEAP Enterprise Services is made available to You, and Your Permitted Users subject to the terms and conditions set out in this Agreement, as well as any applicable LEAP Product Terms and Third Party Terms as provided from time to time;
- (e) You are solely responsible for ensuring, and must satisfy Yourself, that the LEAP Enterprise Services licensed to You meet Your needs; and
- (f) the LEAP Enterprise Services may include links, integrations, or connections to third-party websites, applications, or other services. Such connections do not imply review or endorsement by us. You and (where applicable) Your End User client proceed at your own risk to a Third Party Supplier website, application, or service.

15.5 **Remedies:** In the event of breach by LEAP of: (i) clause 15.2; (ii) any warranties implied by Law; or (iii) any warranties that cannot be excluded by Law, then LEAP's liability will at LEAP's sole discretion be limited to LEAP:

- (a) using commercially reasonable efforts to modify, correct or provide access to the relevant LEAP Enterprise Services;
- (b) re-supplying the LEAP Enterprise Services to You;
- (c) reimbursing to You the relevant Fees paid by You (where applicable) for the provision of the LEAP Enterprise Services; and/or
- (d) waiving payment of any Fees for the re-supply of the LEAP Enterprise Services to You.



16. INDEMNITIES

- 16.1 **Indemnities:** The Party given the indemnity (**Indemnifying Party**) indemnifies the other Party (Indemnified Party) against any third party Claims (including any reasonable legal costs) reasonably incurred and arising directly from:
- (a) any infringement by the Indemnifying Party or its Representatives upon any person's Intellectual Property Rights, misuse of any person's Confidential Information in connection with this Agreement;
 - (b) any breach of clause 5 (Access, Licence & Restrictions) or clause 23 (Intellectual Property Rights) by the Indemnifying Party;
 - (c) any grossly negligent, wilful, criminal or fraudulent act or omission by the Indemnifying Party or its Representatives in connection with this Agreement; or
 - (d) any personal injury or death or tangible property damage caused by the negligent acts or omissions of the Indemnifying Party or its Representatives in connection with this Agreement.
- 16.2 **Third Party Claims:** Where clause 16.1 applies and the Claim is a Claim made by a third party against You:
- (a) LEAP reserves the right to defend the Claim (or any Losses claimed, as may be applicable); and
 - (b) where LEAP exercises this right, You must:
 - (i) give LEAP sole control of the defence and settlement (except that LEAP may not settle without unconditionally releasing You from all liability);
 - (ii) provide all reasonable assistance LEAP requests (and LEAP will cover Your reasonable third party costs of doing so); and
 - (iii) You must take all reasonable steps to mitigate Your Losses in respect of any such Claim.

17. LIMITATION OF LIABILITY

- 17.1 **Liability Cap:** Except as provided under clauses 17.2 and 17.3, and subject to clauses 17.4, 17.5, and 17.6, and to the extent permitted by Law, each Party's maximum aggregate liability arising under or in connection with this Agreement (whether directly or indirectly, in equity, contract, tort, negligence or otherwise) will not exceed the amount specified in Schedule 1 (**Liability Cap**). This cap applies both to each individual Claim and to the aggregate of all Claims and Losses arising in any rolling 12-month period during the Term.
- 17.2 **Super Cap:** Except as provided under clause 17.3, and subject to clause 17.4, 17.5 and 17.6, and to the maximum extent permitted by Law, each Party's maximum aggregate liability for Claims or Losses arising from:
- (a) a Party's indemnification obligations under clauses 16.1(a) and 16.1(b); or
 - (b) any breach by that Party of clauses 5 or 23,
- will not exceed the amount specified in Schedule 1 (**Super Cap**). This cap applies both to each individual Claim and to the aggregate of all Claims and Losses arising in any rolling 12-month period during the Term.
- 17.3 **Uncapped Liabilities:** Subject to clauses 17.2, 17.3 and 17.4, and to the maximum extent permitted by Law, nothing in this Agreement limits or excludes a Party's liability for any Claims or Losses:
- (a) arising under clauses 16.1(c) or 16.1(d);
 - (b) arising from grossly negligent, wilful, criminal or fraudulent acts or omissions of the other Party or its Representatives;
 - (c) Your breach of clause 5.5;
 - (d) arising from the obligation to pay Fees; or
 - (e) that may not be limited or excluded under Law.
- 17.4 **General Exclusions:** Notwithstanding any other term of this Agreement, LEAP will have no liability whatsoever to You or any of Your Affiliates for any Loss or Claim caused directly or indirectly by:
- (a) the failure by You to comply with any Laws governing the conduct of Your business;
 - (b) the inability of You, Your Representatives, Affiliates or any Permitted User to access or use the LEAP systems or LEAP Enterprise Services for any reason not within LEAP's reasonable control;
 - (c) a failure by You, Your Representatives, Affiliates or any Permitted User to comply with Your Client Obligations under this Agreement;
 - (d) a failure by You, Your Representatives, Affiliates or any permitted User to implement the System Requirements or implement required LEAP Enterprise Software updates;
 - (e) a failure by You to backup any information, data and documentation You store locally;
 - (f) the acts or omissions of any person not within LEAP's reasonable control;
 - (g) equipment, data, Client Data or services supplied to LEAP by You or any third party not within LEAP's reasonable control;
 - (h) the Third Party Products, Third Party Suppliers, Third Party Supplier websites, or any linked or integrated third party websites, content, services or applications; or
 - (i) a Force Majeure Event.
- 17.5 **Consequential Loss:** *To the maximum extent permitted by Law, neither Party will be liable to the other Party for any Consequential Loss arising out of or in connection with this Agreement (including under an indemnity). This clause does not apply to Losses or Claims arising under clause 17.3(c).*
- 17.6 **Contributory Acts:** To the extent permitted by Law, a Party's liability to the other Party in connection with this Agreement (including under an indemnity) will be reduced proportionately by the extent to which the acts or omissions of the other Party or any of any of its Affiliates caused or contributed to the relevant Loss or Claim.



17.7 **Mitigation:** Each Party must take all reasonable steps to mitigate its Losses in respect of any Claims made in connection with this Agreement (including under an indemnity).

17.8 **Survival of Clause:** This clause 17 is intended to survive the termination of this Agreement.

Relationship Governance

18. SUSPENSION OF ACCESS

18.1 **Suspension:** LEAP may immediately suspend, limit, or deactivate Your, Your Representatives' or any third party's access to the LEAP Enterprise Services or LEAP Environment or terminate this Agreement, in whole or in part where LEAP becomes aware of, or reasonably suspects that:

- (a) You are in breach of any Third Party Terms;
- (b) You are in breach of clause 26.2 (Client Security Measures);
- (c) You are in breach of clause 5.5 (License Restrictions);
- (d) Your use or access to the LEAP Enterprise Services or LEAP Environment may compromise the confidentiality or security of the LEAP Enterprise Services, LEAP Environment or information;
- (e) Your acts or omissions adversely impact or may adversely impact the rights, interests, or reputation of LEAP or its Affiliates and including its Representatives;
- (f) Your acts or omissions may expose LEAP, its end users or the public to legal or regulatory risk; or
- (g) as otherwise specified under this Agreement.

18.2 For any of the reasons listed above in clause 18.1, LEAP may withhold, restrict, or decline to provide any information relating to the LEAP Enterprise Services or LEAP Environment (including information requested by You or a third party).

18.3 **Notice and resumption:** When exercising its rights under this clause, LEAP will use reasonable commercial endeavours to:

- (a) provide as much notice as possible in the circumstances; and
- (b) restore provision of the suspended elements of this Agreement if and when LEAP is satisfied (acting reasonably) that the direction, issue or matter referenced out in clause 18.1 has been rescinded or resolved (as applicable).

19. TERMINATION

19.1 **Termination for Convenience:** Either Party will be entitled to terminate this Agreement with effect at the end of the Initial Term or Renewal Term (as relevant) by providing at least 30 days' written notice to the other Party.

19.2 **Termination for Material Breach:** Either Party may terminate or suspend (at its election) this Agreement at any time with immediate effect by giving written notice to the other Party where the other Party:

- (a) commits a material breach of this Agreement that cannot be remedied;
- (b) commits a material breach of this Agreement that is capable of remedy and the Party fails to remedy that breach within ten (10) Business Days following receipt of written notice from the other Party requiring it to do so;
- (c) commits multiple or recurring breaches of this Agreement which, in aggregate, amount to a material breach, regardless of whether or not such breaches are cured or remain uncured or are capable of being remedied; or
- (d) is the subject of or suffers an Insolvency Event.

19.3 **Termination for conduct:** LEAP aims to treat all clients with courtesy and respect. In turn, LEAP expects clients to adhere to the same standards when dealing with LEAP staff. LEAP may terminate this Agreement upon immediate written notice to You where, in the reasonable opinion of LEAP, behaviour by You or any of Your Representatives constitutes unacceptable conduct, including harassment or abuse of any kind (whether verbal, physical or written), towards a LEAP Representative.

20. CONSEQUENCES OF TERMINATION

20.1 **Obligations:** Subject to clauses 20.3 and 20.4, upon termination or expiry of this Agreement:

- (a) You must immediately cease using all relevant LEAP Enterprise Services and any other LEAP Materials in Your possession or control;
- (b) You must pay all outstanding Fees for LEAP Enterprise Services provided before the termination date;
- (c) LEAP must immediately cease using any Client Data and Your Intellectual Property Rights (but excluding any Third Party Product);
- (d) each Party must promptly, securely, and permanently delete or destroy the other Party's Materials and Confidential Information in its possession or control, except to the extent:
 - (i) required by Law, by any court, or under any legally binding order or rule of any Regulator or stock exchange;
 - (ii) required for accounting, corporate governance, or regulatory purposes;
 - (iii) the materials are stored in an archived backup of the respective Party's relevant software (or other server environment);
 - (iv) the materials are the subject of an unexpired licence granted under this Agreement,**(Retained Information).**

20.2 The Retained Information must be:

- (a) kept confidential in accordance with clause 24 of this Agreement;



- (b) not used for any purpose other than as permitted under clause 20.1(d) above; and
- (c) permanently deleted and destroyed in accordance with this Agreement once no longer required for the purpose specified under clause 20.1(d) above.

20.3 **Availability of Data after Termination:** It is Your responsibility to extract Your Client Data from the LEAP Enterprise Software. Upon expiry or termination of this Agreement under clause 19.1, the Parties will automatically enter into an Historical Use Licence charged at Your then current single user Monthly Amount to provide You access to extract Client Data. The Historical Use Licence will continue until You provide Us written notice that You no longer require access to the LEAP Enterprise Software to extract the Client Data (**Completion Notice**).

20.4 **Historical Use Licence:** The Parties acknowledge and agree that where the Parties enter into a Historical Use Licence:

- (a) Subject to the provisions of this clause 20.4, the terms of this Agreement will apply to the Historical Use Licence and govern Your use of the LEAP Enterprise Services until Your access is fully removed by LEAP having acknowledged Your Completion Notice;
- (b) Your use of the LEAP Enterprise Software will be solely for Your purposes of extracting Client Data from the LEAP Enterprise Software (**Permitted Purpose**);
- (c) LEAP will provide commercially reasonable support to assist You to extract Client Data where You request;
- (d) Your access will be limited to one (1) Permitted User;
- (e) Third Party Products will not be activated in the LEAP Enterprise Software; and
- (f) the obligations in clause 20.1(a), 20.1(c) and 20.1(d) will only commence upon LEAP's acknowledgement of Your Completion Notice.

21. FORCE MAJEURE

21.1 **Force Majeure:** Neither Party is liable for any failure or delay in performing their obligations if the failure or delay results from an event of Force Majeure and such affected obligations will be suspended until the passing of that Force Majeure event.

22. DISPUTE RESOLUTION

22.1 Any dispute or difference arising from or in connection with this Agreement, must be dealt with in accordance with the provisions of this clause 22.

22.2 The dispute resolution process may be initiated at any time by either Party serving a notice in writing on the other party that a dispute has arisen. The notice must include reference to this clause 22 and contain reasonable information as to the nature of the dispute.

22.3 The Parties must use all reasonable endeavours to reach a negotiated resolution through the following procedures:

- (a) Within 14 days of service of the notice, an authorised representative of both You and LEAP shall meet, either in person or via conference, to discuss the dispute and attempt to resolve it.
- (b) If the dispute remains unresolved following the meeting, You and LEAP agree to enter into external mediation in good faith to attempt to settle such a dispute.

22.4 Until the Parties have completed the steps referred to in this clause 22 and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration. Should either party choose to proceed with formal legal proceedings despite this requirement, they acknowledge and agree that all costs associated with such legal proceeding or arbitration shall be borne solely by that party.

Protecting IP & Information

23. INTELLECTUAL PROPERTY RIGHTS

23.1 **LEAP IP:** You acknowledge and agree that:

- (a) all Rights, title and interests (including all Intellectual Property Rights) in or arising out of the LEAP Materials (including any Modifications made to the LEAP Materials) are owned by and will immediately and absolutely vest in, LEAP, its Affiliates or Third Party Suppliers on and from creation; and
- (b) the LEAP Enterprise Services are made available to You on a limited access basis, and except to the extent of any right expressly granted under this Agreement, You do not acquire any Right, title, interest or any Intellectual Property Rights to the LEAP Materials through this Agreement.

23.2 **Client Data:** LEAP acknowledges and agrees that You are and remain the sole and exclusive owner of all Rights, title and interests (including all Intellectual Property Rights) in Client Data.

23.3 **Derivative Works:** Where the Client is authorised in the Permitted Purpose to create new material or works using the LEAP Materials (**Derivative Work**), then, unless otherwise specified:

- (a) subject to LEAP's underlying ownership of the LEAP Materials, the Client owns the Derivative Work upon creation; and
- (b) for clarity, in respect of the LEAP Materials incorporated in such Derivative Works:
 - (i) LEAP's (or its Affiliates or Third Party Suppliers) owns and continues to own all Rights, title and interests (including all Intellectual Property Rights) to those LEAP Materials; and
 - (ii) the LEAP Materials subsisting in a Derivative Work are subject to the licence granted under clause 5.2 and this Agreement.



24. CONFIDENTIALITY

- 24.1 **Mutual obligations of confidence:** Subject to clause 24.2, where the Recipient receives Confidential Information from the Discloser under or in connection with this Agreement, the Recipient must:
- keep the Confidential Information strictly confidential;
 - not use, modify, reproduce or exploit the Confidential Information for any purpose other than as expressly permitted under this Agreement;
 - not transfer or disclose Confidential Information to any person other than as expressly permitted under this Agreement;
 - ensure that the Recipient's Representatives and Affiliates observe all of the Recipient's obligations as set out in this Agreement; and
 - establish and maintain effective security measures no less stringent than those it uses to protect its own Confidential Information to protect the Discloser's Confidential Information in the Recipient's possession or control (or in the possession or control of any of its Representatives or Affiliates) from loss, theft, or unauthorised access, use, copying, modification, destruction or disclosure.
- 24.2 **Permitted use and disclosure:** Notwithstanding clause 24.1 and subject to clause 24.3 the Recipient may disclose Confidential Information to:
- its Representatives, limited to the extent necessary to perform the Recipient's obligations or exercise its rights under this Agreement;
 - the extent required to comply with any Law, binding directive of a Regulator or a court order;
 - to the extent required under the listing rules of an applicable securities exchange or to facilitate an initial public offering or listing on that securities exchange;
 - to the extent required to do so in connection with legal proceedings relating to this Agreement;
 - to its professional advisors, to obtain legal or other professional advice in relation to matters arising under or in connection with this Agreement, or transactions affecting this Agreement; or
 - as otherwise agreed in writing by the Parties.
- 24.3 **Conditions of Disclosure:** Before using or disclosing the Confidential Information under clause 24.2, the Recipient must:
- to the extent legally permitted to do so, notify the Discloser promptly upon becoming aware that a disclosure may be required under clause 24.2(b), 24.2(c) or 24.2(d);
 - limit the disclosure of any Confidential information permitted under clause 24.2 solely to the extent necessary to satisfy the purpose of the disclosure;
 - without limiting any other obligations under this Agreement, take all reasonable and lawful steps to preserve its confidentiality and, to the extent possible, ensure that any Confidential Information disclosed under clause 24.2 is subject to obligations of confidentiality in accordance with the terms of this Agreement; and
 - before disclosing any Confidential Information under clause 24.2(e) or 24.2(f), procure that the third party first enters into a written agreement or undertaking with the Recipient, on terms no less protective than the terms of this Agreement, and complies with the confidentiality obligations under this Agreement as if it were the Recipient.
- 24.4 **Vicarious liability:** The Recipient acknowledges that it shall be liable for the actions or omissions of the persons outlined in 24.2(a) and 24.2(e) in relation to the Confidential Information as if they were the actions or omissions of the Recipient.
- 24.5 **Acknowledgements:** The Parties acknowledge and agree that the other Party's Confidential Information is commercially sensitive, proprietary and valuable to the other Party and, in respect of any breach or threatened breach by a Party or any of its Representatives or Affiliates of its obligations under this Agreement (including those contained in this clause 24):
- damages may not be available, or if they are, they may not be an adequate remedy for the other Party;
 - the other Party is entitled to seek injunctive relief as a remedy, in addition to any other remedies available at Law.
- 24.6 **Survival:** All obligations of confidence set out in this clause 24 are intended to continue in full force and effect even after the termination of this Agreement.

25. PRIVACY

- 25.1 **Privacy Policy:** In addition to these General Terms, our Privacy Policy sets out how we process Your Personal Information that You, Your Representatives or Your Permitted Users disclose to LEAP.
- 25.2 **Compliance with Privacy Laws:** Each Party and its Representatives must comply with all Privacy Laws in connection with any Personal Information collected, used, disclosed, stored or received in connection with this Agreement.
- 25.3 **Disclosure of Personal Information:** Each Party warrants that any Personal Information it or its Representatives disclose under this Agreement will be and has been collected, used and processed, held and disclosed in accordance with the applicable Privacy Laws.
- 25.4 **Receipt of Personal Information:** The Recipient of Personal Information must (and must ensure that its Representatives):
- not collect, use, disclose, store, transfer or handle the Personal Information except in accordance with applicable Privacy Laws, the Permitted Purpose and strictly for the purpose of performing its obligations and exercising its rights under this Agreement, or as otherwise required by Law;
 - take all reasonable steps to protect it from misuse, Loss, unauthorised access, modification or disclosure;
 - take all reasonable steps to destroy or permanently de-identify it upon the earlier of the expiry or termination of this Agreement or when it is no longer needed for a purpose connected with this Agreement;
 - only use or disclose the Personal Information for a purpose connected with this Agreement or as permitted or required by Law; and



- (e) notify the Discloser in writing, without delay and within no more than 72 hours after becoming aware:
 - (i) of any compliance notice or other request issued by a relevant Regulator; or
 - (ii) of any breach of this clause 25 or any applicable Privacy Law.

25.5 **Notification of Data Breach:** Where a Party has reasonable grounds to suspect a Notifiable Data Breach has occurred, that Party will:

- (a) notify the other Party in writing including all relevant details regarding the suspected Data Breach without undue delay and no later than 72 hours after becoming aware of such a breach;
- (b) co-operate with the other Party to investigate the suspected Data Breach;
- (c) take all reasonable steps to mitigate the impact of the Data Breach and prevent recurrence;
- (d) co-operate with the other Party in good faith to minimise reputational damage or loss of goodwill, including liaising on communications with the applicable Regulator, affected individuals and other third parties; and
- (e) co-operate in good faith with the other Party to prepare and submit notifications to the applicable Regulator and affected individuals and provide other assistance as reasonably required to support the other Party in its compliance with Privacy Laws.

25.6 **Survival of Clause:** This clause 25 survives the termination of this Agreement.

26. DATA PROTECTION & SECURITY

26.1 **LEAP Obligations & Safeguards:** LEAP must maintain security controls for the systems it operates in connection with this Agreement that:

- (a) meet or exceed SOC 2 Type 2 (or equivalent standard) and any successor standards;
- (b) are designed to ensure that the LEAP Enterprise Software and any other materials supplied by LEAP to You under this Agreement do not contain any publicly known Malware; and
- (c) are designed to protect Client Data that is stored, handled or processed by LEAP from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access.

26.2 **Client Security Measures:** You must maintain security controls for the systems You operate in connection with this Agreement that:

- (a) ensure that no Unauthorised Person can access or use the LEAP Enterprise Services or LEAP Environment for a Non-Permitted Purpose; and
- (b) are designed to ensure that the Client Data and any other materials provided by You or Your Representatives to LEAP do not contain any publicly known Malware.

26.3 **Client Warranties:** You must not:

- (a) circumvent or violate any security measures LEAP uses for the LEAP Enterprise Services and LEAP Environment; or
- (b) scan or test the vulnerability of the LEAP Environment or otherwise attempt to breach LEAP's data security systems or any applicable authentication procedures.

26.4 **User Credentials:** You acknowledge and agree that:

- (a) LEAP may update the User Credentials to protect the security of the LEAP Enterprise Services;
- (b) You must, and must ensure each Permitted User:
 - (i) protect the User Credentials from theft, loss, or unauthorised use and keep them confidential under clause 24; and
 - (ii) do not disclose or allow User Credentials to be used by any person other than an authorised Permitted User (**Unauthorised Person**); and
- (c) You are solely responsible for all use of the User Credentials, including by any Unauthorised Person. LEAP may rely on any order placed using Your User Credentials.

Testimonials & General Details

27. CLIENT TESTIMONIALS

27.1 Please see our Country-specific terms for the applicable Territory as set out at Schedule 1.

28. GENERAL

28.1 **Notices:** LEAP will provide notices to You by sending an email to the email address notified to Us as the primary account contact. You will provide notices under this Agreement to Us by sending an email to the Email Address set out in the Country-specific terms at Schedule 1. Notice will be treated as received when the email is sent. You are responsible for keeping Your notification email address current throughout the Term.

28.2 **Assignment:** You may not assign or transfer any obligation or benefit under this Agreement without Our prior written consent (which will not be unreasonably withheld). You acknowledge and agree that if You wish to assign this Agreement, You will provide Us with at least sixty (60) days' notice in writing, and You will provide any information and complete any documentation related to the assignment as reasonably requested by LEAP. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

28.3 **Costs:** Except as otherwise set out in this Agreement, each Party must pay its own costs in relation to preparing, negotiating and executing this Agreement and any document related to this Agreement.

28.4 **Entire Agreement:** This Agreement contains everything the Parties have agreed in relation to the matters it deals with. This Agreement supersedes all other prior or contemporaneous understandings or agreements between the Parties regarding the subject matter of this



Agreement. Neither Party can rely on an earlier agreement, or anything said or done by another Party, or by a director, officer, agent, partner or employee of that Party, before this Agreement was executed.

- 28.5 **Further acts:** Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests in writing to effect, perfect or complete this Agreement and all transactions incidental to it.
- 28.6 **No agency or partnership:** Except as specifically provided in this Agreement or by express written agreement between the Parties, the relationship between the Parties is that of principal and independent contractor and no Party is an agent, Representative, partner, employee/employer, fiduciary or joint venturer of any other Party by virtue of this Agreement.
- 28.7 **No authority to act:** Except as specifically provided in this Agreement or by express written agreement between the Parties, no Party has any power or authority to act for or to assume any obligation or responsibility on behalf of another Party, to bind another Party to any agreement, negotiate or enter into any binding relationship for or on behalf of another Party or pledge the credit of another Party.
- 28.8 **Severability:** If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.
- 28.9 **Variation:** No variation of this Agreement will be of any force or effect unless it is in writing and accepted by the Parties to this Agreement. In this regard, the following will constitute acceptance by You:
- (a) electronic acceptance such as by clicking "I agree" (or similar) upon notification of any variation to the terms of this Agreement; and
 - (b) continued use of the LEAP Enterprise Services following the written notification of any variation to the terms of this Agreement.
- 28.10 **Waiver:** The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing and signed by the Party. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 28.11 **Accrued Rights:** Termination or expiry of this Agreement will not act as a waiver of any breach or other accrued Rights arising in connection with this Agreement; and will not act as a release of either Party from any accrued obligations under this Agreement.
- 28.12 **Governing law and jurisdiction:** Please see our Country-specific terms for the applicable Territory as set out at Schedule 1.

29. DEFINITIONS AND INTERPRETATION

29.1 Definitions

The following definitions apply in this Agreement, unless context otherwise requires:

Additional User means any Co-Termed User or Flexi User (where available in Your country as set out in Schedule 1) added during the LEAP Term as described in clause 6.6.

Affiliate has the meaning given in the Country-specific terms at Schedule 1.

Agreement Term means the period commencing on the Commencement Date and ending upon termination of this Agreement, and for clarity includes any Renewal Terms.

AI Services has the meaning given under clause 9.2.

Business Day has the meaning given in the Country-specific terms set out at Schedule 1.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether arising in contract (including under an indemnity), tort (including negligence), statute, equity, at Law or otherwise.

Client Data means any data, information, text, content or other materials (including Matter Data, Personal Information and Confidential Information) which is supplied to LEAP or its Affiliates by You or Your Representatives in connection with this Agreement; but for clarity, does not include: any LEAP Materials supplied to You in connection with this Agreement; any materials already held by LEAP prior to any supply by You to LEAP; any material that independently comes into the possession of LEAP (other than through You or Your Representatives); and any metadata generated by LEAP in the operation of the LEAP Environment or provision of the LEAP Enterprise Services.

Client Obligations means the obligations set out in clause 10.2.

Commencement Date has the meaning given to that term under clause 1.3.

Companion Product means any other products and services provided by Us as set out in clause 4.5.

Confidential Information means any information (in any form) directly or indirectly disclosed by the Discloser to the Recipient (regardless of whether identified as such or not) and includes:

- (a) the existence and terms of this Agreement and the commercial arrangements between the Parties;
- (b) any information that the other Party knows, or ought to know, is confidential to the Discloser;
- (c) the Discloser's Intellectual Property Rights and Personal Information, and in the case of LEAP, any Intellectual Property Rights of third party suppliers or third party suppliers to LEAP (or their Affiliates);
- (d) trade secrets, know-how, specifications, inventions, processes or initiatives which are of a confidential nature;
- (e) in relation to LEAP, the LEAP Materials; and
- (f) in relation to You, any Client Data,

but does not include any information (other than Personal Information) to the extent which:

- (g) it is in, or becomes part of, the public domain other than through breach of this Agreement or an obligation of confidence owed to the Discloser;



- (h) the Recipient can prove by contemporaneous written documentation:
- (i) it was already known to it at the time of disclosure by the Discloser;
 - (ii) it was independently developed by the Recipient without reference to the Confidential Information of the Discloser; or
 - (iii) the Recipient acquired it from a source other than the Discloser or any of its Representatives, where such a source is entitled to disclose it on a non-confidential basis.

Consequential Loss means Losses that are special, indirect, incidental, punitive or consequential, including: loss of revenue, loss of profits or savings, loss of opportunity, loss or damage to or corruption of data, loss of goodwill, loss of reputation, whether arising in equity, for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise; and where such Losses may not reasonably be considered as arising naturally or directly from the event by which they are caused.

Consumer Law has the meaning given in the Country-specific terms at Schedule 1.

Content means data supplied by Us within the LEAP Enterprise Software, including but not limited to: pre-configured matter types, legal rates and charges, automated forms and online material provided in the LEAP user portal, as updated from time to time.

Corporations Act has the meaning given in the Country-specific terms at Schedule 1.

Co-Termed User has the meaning given in clause 6.6 of these General terms.

Data Breach means the accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to:

- (a) where You are the Recipient, the LEAP Materials transmitted, stored or otherwise processed by You in connection with this Agreement; or
- (b) where LEAP is the Recipient, Client Data transmitted, stored or otherwise processed by LEAP in connection with this Agreement.

Data Transition means assistance from LEAP or an external contractor approved by LEAP to move Your chosen Client Data to the LEAP Enterprise Software as agreed in an Order Form.

Derivative Work means a new original work or other works or materials created by You based wholly or partly upon (whether by using, incorporating, adapting, altering, modifying or other nature) the LEAP Materials.

Device means the hardware You use to access and operate the LEAP Enterprise Software including a personal computer, smartphone and/or tablet.

Discloser means the Party disclosing Confidential Information and/or Personal Information (as applicable) to the other Party (or its Representatives) in connection with this Agreement.

Documentation means the whole and any part of LEAP guides, manuals, user instructions and written specifications regarding the LEAP Enterprise Services and any marketing material regarding the LEAP Enterprise Services.

End User means Your clients by whom You have been engaged to provide professional legal or professional services on a one-to-one basis.

Fees means the fees charged by LEAP for the applicable LEAP Enterprise Services or Third Party Products (where applicable) including the Monthly Amount, Upfront Amount, Service Fees as set out on an Order Form or otherwise agreed by the Parties.

Flexi User has the meaning given in clause 6.6 of these General terms (where available in Your country).

Force Majeure means any circumstances, acts or omissions beyond a Party's control including strikes or industrial disputes, acts of God, epidemics and pandemics, acts of government, declared states of emergency, refusal of licence, failures or outages of any utilities (including telecommunications and data communication equipment or services), denial of service attacks, fire, explosion, floods, cyclone, tsunami or other extreme weather events, aircraft unserviceability or unavailability, war, terrorism or civil disturbance, or impossibility of obtaining material and/or data.

Historical Use Licence means a licence to the LEAP Enterprise Software for one Permitted User, for the purpose of allowing the Client to access Client Data where this Agreement has expired or has been terminated in accordance with clause 19.1.

Indemnity Cap has the meaning given in the Country-specific terms at Schedule 1.

Initial Payment Date means the date at which You will commence paying the Monthly Amounts in accordance with this Agreement.

Initial Term means the initial period or term specified in the Order Form (or if a term is not specified in the Order Form, 36 months) and commencing as specified in clause 3.2 of this Agreement.

Insolvency Event has the meaning given in the Country-specific terms at Schedule 1.

Installation Date means the date on which the LEAP Enterprise Software is made available to the Client and can be used in the course of business (as determined by LEAP).

Intellectual Property Rights means all industrial and intellectual property rights throughout the world protected or recognised at Law and includes all current and future registered and unregistered rights relating to:

- (a) trademarks, trade or business names, domain names, service marks, logos and other proprietary design;
- (b) rights associated with works of authorship, including copyright works, Moral Rights, publicity rights, personality rights;
- (c) patents, trade secrets, know-how, inventions and discoveries;
- (d) databases, software, algorithms, circuit layouts, designs;
- (e) all other intellectual and industrial property of every kind and nature, however designated, whether arising by operation of law, contract, licence or otherwise, including as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and
- (f) any current or future application or right to apply for the registration of any of the rights referred to in this paragraph (a) to (e) above, including current or future renewals, extensions, continuations, divisions, reissues or amendments.

Law means all applicable common law, principles of equity, legislation, statutes, and regulations (and consolidations, amendments, re-enactments or replacements of any of them) in the Territory or any other applicable jurisdiction.



LEAP means the LEAP entity with whom you entered into this Agreement (and that supplies You with access to the LEAP Enterprise Services) as set out in the Country-specific terms at Schedule 1.

LEAP API means any applicable programming interface made available to You by LEAP as a part of the LEAP Enterprise Services to enable You and Your Permitted Users to access and use LEAP Enterprise Software (or part thereof).

LEAP Enterprise Services has the meaning given in clause 5.1.

LEAP Enterprise Software means the LEAP Enterprise Software application, mobile application, web application and/or platform (including any updates) listed in an Order Form and which is provided by, owned and hosted by LEAP or its Affiliates and which are licensed to You by LEAP and may be accessed by Your Permitted Users for the Permitted Purpose.

LEAP Environment means any hardware, software, information, networks, systems, databases, LEAP APIs or other technology solutions owned or controlled by LEAP (in the ordinary course of operating its business), including the LEAP Enterprise Software.

LEAP Materials means all materials, data, information, works, Rights and Intellectual Property Rights held, owned or licenced by LEAP or its Affiliates (current or future) in the usual course of business including any Third Party Product, LEAP Confidential Information, LEAP Enterprise Software, Content, the LEAP Environment, Documentation, and any metadata or aggregated machine learning results generated by LEAP in the operation of the LEAP Environment or supply of the LEAP Enterprise Services and any other material accessed by You in the use of the LEAP Enterprise Services, and includes all Modifications to those materials.

LEAP Products means products and services which are based on or within the LEAP Enterprise Software where the contracting party is LEAP.

LEAP System Requirements means the LEAP System Requirements required for the installation and utilisation of the LEAP Enterprise Services and LEAP Enterprise Software, amended from time to time and published in the site referenced in the Country-specific terms at Schedule 1.

LEAP Term means the Initial Term and any Renewal Term(s).

LEAP Website has the meaning given in the Country-specific terms at Schedule 1.

Loss means all liabilities, losses, damages, outgoings, costs and expenses including reasonable legal costs (on a solicitor-client basis) and any penalties or fines imposed by a regulatory authority.

Malware means malicious software code, programming instruction, or including any thing or device that may damage, disrupt, overload, disable, adversely affect or modify the operation of any computer hardware, software or code including to shut down or deny users access to all or any part of a relevant system or environment; or otherwise impair the reliability of any information held on a relevant system or environment (whether by re-arranging, altering or erasing data in whole or in part or otherwise), and includes Trojan horses, viruses, bots, bugs, spyware, file corruption, worms, logic bombs, backdoors, disabling code, key-loggers, ransomware, hijackers, rootkit and other similar things.

Matter Data has the meaning given under clause 9.3(a).

Modifications means all enhancements, modifications, updates, improvements, configurations and derivative works relating to or in connection with the LEAP Materials.

Monthly Amount means the monthly amounts charged by LEAP for the number of Permitted Users specified in the Order Form and as varied from time to time by the Parties. For clarity, Monthly Amount includes Additional Users.

Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute or any applicable Law, that exist or that may come to exist, anywhere in the world.

Non-Permitted Purpose has the meaning set out at clause 5.5(a) and any other restriction on use specified in an Order Form or the Third Party Terms.

Notifiable Data Breach means a Data Breach or any other data breach that is notifiable to a Regulator under applicable Privacy Laws in respect of Personal Information which is disclosed to or received by a Party under or in connection with this Agreement.

Order Form means any Order Form entered into by the Parties pursuant to the terms of this Agreement that sets out the terms applicable to the access and use of identified LEAP Enterprise Services.

Party means a party to this Agreement and **Parties** means both of them.

Permitted Purpose means, subject always to any limitations set out in these General Terms:

- (i) Your internal business purposes in connection with the preparation of and provision of professional legal services to Your End User clients; and
- (ii) the meaning set out in any relevant Product Terms or Third Party Terms (as applicable) and which takes precedence in accordance with clause 1.2.

Permitted User means Your Representatives who have been allocated User Credentials to access the LEAP Enterprise Services in accordance with this Agreement, or persons or entities expressly identified as such in an Order Form, and includes Additional Users.

Personal Information means any 'personal information' or 'personal data' as that term is defined in applicable Privacy Laws and which is disclosed by or on behalf of the Discloser to the Recipient or its Representatives under this Agreement.

Personnel means employees, agents, independent personal services contractors, or any other staff or personnel acting on behalf of or at the direction of the relevant Party.

Privacy Laws has the meaning given in the Country-specific terms set out at Schedule 1.

Privacy Policy means LEAP's Privacy Policy located on the applicable LEAP Website, as set out in the Country-specific terms at Schedule 1.

Product Terms means the product specific terms set out on the LEAP Website applicable to any LEAP Enterprise Services as identified in the relevant 'Product Terms'.

Recipient means the Party in possession or control of Confidential Information and/or Personal Information (as applicable) disclosed to it by the other Party (or its Representatives) in connection with this Agreement.



Regulator has the meaning given in the Country-specific terms set out at Schedule 1.

Renewal Term means the renewal term as set out in the relevant Order Form (or if not specified in the Order Form, 12 months).

Representative means a Party and any of its Personnel, officers, directors, contractors and subcontractors, associates, representatives and any other person who acts for or on behalf of that Party.

Right includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action.

Service Fees means any applicable Fees set out in an Order Form or otherwise notified in writing to the Client (as varied from time to time in accordance with this Agreement), where LEAP acts as Your agent for the purpose of Your election to use Third Party Products in accordance with clause 4.

Tax means the relevant goods and services tax, value added tax, sales tax, excise tax, tariffs or similar taxes, duties and charges as defined in the Tax Law.

Tax Invoice has the meaning given in the Country-specific terms set out at Schedule 1.

Tax Law has the meaning given in the Country-specific terms set out at Schedule 1.

Territory means the country where the contracting LEAP entity is located, as specified in Schedule 1.

Third Party Product means applications, software, data, information, templates, reports, images, documents or other materials of any nature which is supplied to, collected, licensed or acquired by LEAP and which LEAP uses, supplies, licenses, resells or otherwise exploits for commercial purposes, including by compiling or incorporating within the LEAP Enterprise Services (in whole or in part).

Third Party Supplier means any entity, agency or other organisation from which LEAP or any of its Affiliates licences or is supplied a Third Party Product.

Third Party Terms means conditions, restraints, disclaimers or limitations (as required by Third Party Suppliers) applicable to certain Third Party Product that are provided or licensed by Third Party Suppliers and made available to You by LEAP and are either:

- (a) presented to You for acceptance at the point of access or sale;
- (b) located on the LEAP Website (as specified in the Country-specific terms at Schedule 1) and as updated by LEAP from time to time and notified to You in writing in accordance with clause 7.1(d); or
- (c) agreed directly between You and the Third Party Supplier.

Transition Approval Report means the document which lists the Data Transition stage or phases to be completed, and which may be signed by the Client to indicate approval of the Data Transition.

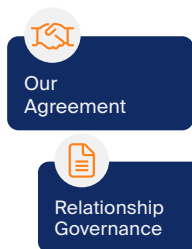
Upfront Amounts means any fees or amount payable upfront, as set out on an Order Form or as agreed in this Agreement which may include amounts for Data Transition, installation and training.

User Credentials means any usernames, passwords, tokens and other authentication credentials for use by a Permitted User for the purpose of accessing and using the LEAP Enterprise Services.

29.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (b) if the day on which any act, matter or thing is to be done under this Agreement is not a Business Day in the place where the act, matter or thing is to be done, the act, matter or thing must be done on the next Business Day in that place;
- (c) a reference to monetary amounts means the lawful currency of the Territory, as set out in the Country-specific terms at Schedule 1;
- (d) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (e) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (f) a reference to a clause, part, schedule, module, exhibit or attachment is a reference to a clause, part, schedule, module, exhibit or attachment of or to this Agreement;
- (g) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (h) a reference to any government department or agency includes any successor of that department or agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (k) references to the words 'include', 'includes' or 'including' are to be construed without limitation;
- (l) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (m) a reference to this Agreement includes the agreement recorded in this Agreement;
- (n) any schedules and attachments form part of this Agreement.



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Risk & Liability



Relationship Governance



Protecting IP & Information



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Country-Specific Terms

Schedule 1 Country-specific Terms

1. Australia

Details	
LEAP	LEAP Legal Software Pty Limited
ABN	68 085 029 885
Address	Level 38, Two International Towers, 200 Barangaroo Avenue, Sydney NSW 2000
Email Address	quality@leap.com.au
LEAP Websites	https://www.LEAP.com.au and https://www.leaplegalsoftware.com/au/ and https://www.leaplegalsoftware.com
General Terms	https://www.leaplegalsoftware.com/legal/EnterpriseGeneralTerms
Product Terms	https://www.leaplegalsoftware.com/legal/EnterpriseProductTerms
Third Party Terms	https://www.leaplegalsoftware.com/legal/EnterpriseThirdPartyTerms
Privacy Policy	https://www.LEAP.com.au/privacy/ and https://www.leaplegalsoftware.com/au/privacy/
LEAP System Requirements	As provided as an annexure to Your Order Form and updated from time to time by notice on the LEAP Website.
Client chat assistance hours (clause 5.1(e))	between 7:30am and 7:30pm AEST on Business Days. Note that support may be provided by LEAP's Affiliate, Ledgeit Pty Ltd (also referred to as Efimis Legal).
Territory	Australia
Currency	\$, AUD, Australian dollars

Australian-Specific Terms	
The following amendments to the General Terms apply if You access and use the LEAP Enterprise Services supplied by LEAP Legal Software Pty Limited or any of its subsidiaries in Australia.	
Companion Products (Clause 4.5)	4.5 Companion Products: You acknowledge and agree that the following Third Party Products are activated with Your access to the LEAP Enterprise Software. Should You use the following listed Third Party Products Your use is subject to the relevant Third Party Terms (including any fees). If you do not agree with the Third Party Terms for these products, You must not use these Third-Party Products: (a) LawY AI Assistant; (b) Matter AI powered by Corto; and (c) Online Payments powered by RapidPay (where available); (d) Online Payments powered by FeeWise Australia (where available); (e) where specified in an Order Form, Settify; (f) where specified in an Order Form, File Republic.
Additional Users (Clauses 6.6 and 6.7)	Clauses 6.6 and 6.7 are deleted and replaced as follows: 6.6 Additional Users: During the LEAP Term, You may purchase additional Permitted Users at the then standard cost (Additional Users). Additional Users may, at Your option be Flexi Users or Co-Termed Users as follows: (a) Flexi Users are Permitted Users who are provided User Credentials for an initial 30 day period (Initial Flexi Period). The Initial Flexi Period will then renew for further subsequent 30 day periods (Renewal Flexi Periods) during the LEAP Term, unless terminated by a Party during the LEAP Term by providing 14 days' written notice to the other Party. (b) Co-Termed Users are Permitted Users who are provided User Credentials for the remainder of the then Initial Term or Renewal Term (as the case may be). 6.7 You acknowledge and agree:



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	(c) to diligently consider the number of Permitted Users You require and use best endeavours to acquire the Permitted Users required for Your needs; and other than in the case of Flexi Users (as described above in clause 6.6), the number of Permitted Users may not be reduced during the LEAP Term.
Taxes (Clause 12)	12 Taxes 12.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 12.2 If the supply of a LEAP Product is subject to Tax, You must pay to LEAP an additional amount equal to the relevant Fee multiplied by the applicable Tax rate. Such additional amount is payable at the same time as the related Fee. LEAP will provide You with a Tax Invoice on a periodic basis and in any event in accordance with the Tax Law. 12.3 Survival of Clause: This clause 12 survives the termination of this Agreement.
Limitation of Liability (Clause 17)	Liability Cap under clause 17.1 means: the total amount of Fees actually paid to LEAP by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. Super Cap under clause 17.2 means AUD\$1,000,000
Client Testimonials (Clause 27)	27.1 From time to time You and/or Your Representatives may agree to provide to LEAP interviews, reviews, statements, and/or quotes in writing, verbally or by video (Client Testimonial). Where You or Your users provide such Client Testimonial, unless otherwise agreed in writing by the Parties, the Parties agree and acknowledge that: (a) You grant to LEAP a non-exclusive, royalty-free, worldwide, perpetual licence to use, reproduce, publish, distribute, edit, adapt and display the content (or part thereof) of the Client Testimonial for LEAP's marketing, promotional, advertising, public relations or educational purposes, including but not limited to use within LEAP's: (i) website, digital platforms and social media channels; (ii) printed and digital marketing materials, case studies and sales collateral; (iii) advertising, press releases, media publications; and (iv) presentations, conferences and trade events; (b) You consent to LEAP using Your trading name, logo, and name, image and likeness of any individual who provides the Client Testimonial on behalf of the Client, for the permitted uses set out in clause 27.1(a) above; (c) LEAP will use all reasonable endeavours to (a) ensure You are aware of the purpose of the Client Testimonial and (b) allow You to review the publication containing the Client Testimonial before it is made public; and (d) You acknowledge that no monetary compensation or other consideration will be payable by LEAP in exchange for the provision of the Client Testimonial or consents granted under this clause.
Governing law (Clause 28.12)	28.12 Governing law and jurisdiction: This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.
Definitions and Interpretation (Clause 29.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a " Related Body Corporate ", which has the meaning given in the Corporations Act.
Business Day	Business Day means a day other than a Saturday, Sunday or gazetted public holiday in Australia
Cash Rate	Cash Rate means the cash rate last published by the Reserve Bank of Australia.
Consumer Law	Consumer Law means Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth), any equivalent State or Territory legislation, and any equivalent applicable provisions of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth).
Corporations Act	Corporations Act means the <i>Corporations Act 2001</i> (Cth) and any regulations made under it.
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) it is insolvent within the meaning of the Corporations Act; (c) it must be presumed by a court to be insolvent by reason of an event set out in the Corporations Act; (d) it fails to comply with a statutory demand (as defined in the Corporations Act); (e) it has an administrator, receiver, controller or similar officer appointed to manage all or any of its property or any step preliminary to the appointment of such officer is taken (including statutory management);



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Risk & Liability



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Country-Specific Terms

	(f) it has proceedings commenced, a resolution passed, an order of a court made or other steps taken against or in respect of it for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or (g) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the <i>Privacy Act 1988</i> (Cth), the Australian Privacy Principles, the <i>Spam Act 2003</i> (Cth) and the <i>Do Not Call Register Act 2006</i> (Cth) and any State or Territory acts and regulations applicable in the relevant State or Territory; and all applicable binding privacy codes or policies.
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the Office of the Australian Privacy Commissioner.
Tax Law	Tax Law means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and all regulations and rulings made under it.
Tax Invoice	Tax Invoice has the meaning given under applicable Tax Law.

2. New Zealand

Details	
LEAP	LEAP Legal Software NZ Limited
Registration Number	NZBN: 9429049303988
Address	Level 10, 125 Queen Street, Auckland, 1010, New Zealand
Email Address	quality@leaplegalsoftware.co.nz
LEAP Websites	https://www.leaplegalsoftware.co.nz and https://www.leaplegalsoftware.com/nz/ and https://www.leaplegalsoftware.com
General Terms	https://www.leaplegalsoftware.com/legal/EnterpriseGeneralTerms
Product Terms	https://www.leaplegalsoftware.com/legal/EnterpriseProductTerms
Third Party Terms	https://www.leaplegalsoftware.com/legal/EnterpriseThirdPartyTerms
Privacy Policy	https://www.leaplegalsoftware.com/nz/privacy/
LEAP System Requirements	As provided as an annexure to Your Order Form and updated from time to time by notice on the LEAP Website.
Client Chat assistance hours (clause 5.1(e))	between 8:30am and 5:00pm NZST on Business Days and as updated from time to time.
Territory	New Zealand
Currency	\$, NZD, New Zealand dollars

New Zealand-Specific Terms

The following amendments to the General Terms apply if You access and use the LEAP Enterprise Services supplied by LEAP Limited (NZ).

Companion Products (Clause 4.5)	Companion Products: You acknowledge and agree that the following Third Party Products are activated with Your access to the LEAP Enterprise Software. Should You use the following listed Third Party Products Your use is subject to the relevant Third Party Terms. If you do not agree with the Third Party Terms for these products, You must not use these Third-Party Products: (a) By Lawyers: By Lawyers matter plans, legal practice guides, reference manuals and legally drafted precedents;
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	(b) LawY AI Assistant; (c) Matter AI powered by Corto; (d) Online Payments powered by RapidPay.
Additional Users (Clauses 6.6 and 6.7)	Clauses 6.6 and 6.7 are deleted and replaced as follows: 6.6 Additional Users: During the LEAP Term, You may purchase additional Permitted Users at the then standard cost (Additional Users). Additional Users may, at Your option be Flexi Users or Co-Termed Users as follows: (a) Flexi Users are Permitted Users who are provided User Credentials for an initial 30 day period (Initial Flexi Period). The Initial Flexi Period will then renew for further subsequent 30 day periods (Renewal Flexi Periods) during the LEAP Term, unless terminated by a Party during the LEAP Term by providing 30 days' written notice to the other Party. (b) Co-Termed Users are Permitted Users who are provided User Credentials for the remainder of the then Initial Term or Renewal Term (as the case may be). 6.7 You acknowledge and agree: (c) to diligently consider the number of Permitted Users You require and use best endeavours to acquire the Permitted Users required for Your needs; and other than in the case of Flexi Users (as described above in clause 6.6), the number of Permitted Users may not be reduced during the LEAP Term.
Taxes (Clause 12)	12 Taxes 12.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 12.2 If the supply of a LEAP Enterprise Services is subject to Tax, You must pay to LEAP an additional amount equal to the relevant Fee multiplied by the applicable Tax rate. Such additional amount is payable at the same time as the related Fee. LEAP will provide You with a Tax Invoice on a periodic basis and in any event in accordance with the Tax Law. 12.3 Survival of Clause: This clause 12 survives the termination of this Agreement.
Consumer Guarantees (Clause 15)	New clause 15.6 is inserted as follows: 15.6 Consumer Guarantees Act and Fair Trading Act: <i>The Parties agree and acknowledge that, for the purposes of the Consumer Guarantees Act 1993 (NZ) and section 5D of the Fair Trading Act 1986 (NZ):</i> (a) <i>the products and services being supplied to You under this Agreement are being supplied and acquired in trade and are not of a kind ordinarily acquired for personal, domestic or households use or consumption;</i> (b) <i>both Parties are in trade;</i> (c) <i>to the maximum extent permitted by law, and as applicable, the Parties are contracting out of the provisions of the Consumer Guarantees Act 1993 (NZ), the Contract and Commercial Law Act 2017 (NZ) and all terms implied by common law or custom and sections 9, 12A and 13 of the Fair Trading Act 1986 (NZ); and</i> (d) <i>it is fair and reasonable to be bound by this clause.</i>
Limitation of Liability (Clause 17)	Liability Cap under clause 17.1 means: the total amount of Fees actually paid to LEAP by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. Super Cap under clause 17.2. means NZD\$1,000,000
Governing law (Clause 28.12)	28.11 Governing law and jurisdiction: This Agreement is governed by the law of New Zealand. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.
Definitions (clause 29.1)	The definition of Renewal Term is deleted and replaced as follows: Renewal Term means the renewal term as set out in the relevant LEAP Order Form, or if a term is not specified in the Order Form, 36 months.
Definitions and Interpretation (Clause 29.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a "Related Company" as that term is defined in the <i>Companies Act 1993</i> (NZ).
Business Day	Business Day means a day other than a Saturday, Sunday or gazetted public holiday in New Zealand.
Cash Rate	Cash Rate means the official cash rate last published by the Reserve Bank of New Zealand.
Consumer Law	Consumer Law means the <i>Fair Trading Act 1986</i> (NZ).
Corporations Act	Corporations Act means <i>Companies Act 1993</i> (NZ).
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party:

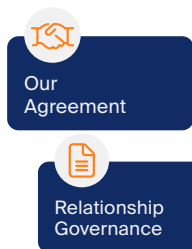


	(a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) it is insolvent within the meaning of the Corporations Act; (c) it must be presumed by a court to be insolvent by reason of an event set out in the Corporations Act; (d) it fails to comply with a statutory demand (as defined in the Corporations Act); (e) it has an administrator, receiver, controller or similar officer appointed to manage all or any of its property or any step preliminary to the appointment of such officer is taken (including statutory management); (f) it has proceedings commenced, a resolution passed, an order of a court made or other steps taken against or in respect of it for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or (g) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the <i>Privacy Act 2020</i> (NZ) and the New Zealand Information Privacy Principles which form part of the Act, and the <i>Unsolicited Electronic Messages Act 2007</i> ; and all applicable binding privacy codes, policies or compliance notices.
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws and includes the New Zealand Office of the Privacy Commissioner.
Tax Law	Tax Law means the <i>Goods and Services Tax Act 1985</i> (NZ) and all regulations and rulings made under it.
Tax Invoice	Tax Invoice has the meaning given to it under applicable Tax Law.

3. United Kingdom

Details	
LEAP	LEAP Legal Software Limited
Company Number	08802975
Address	10 John Street, London, WC1N 2EB, United Kingdom
Email Address	As set out on Your Order Form
LEAP Websites	https://www.leap.co.uk and https://www.leap.uk and https://www.leapestates.co.uk https://www.leaplegalsoftware.com/uk/ and https://www.leaplegalsoftware.com
General Terms	https://www.leaplegalsoftware.com/legal/EnterpriseGeneralTerms
Product Terms	https://www.leaplegalsoftware.com/legal/EnterpriseProductTerms
Third Party Terms	https://www.leaplegalsoftware.com/legal/EnterpriseThirdPartyTerms
Privacy Policy	https://www.leaplegalsoftware.com/uk/privacy/
System Requirements	As provided as an annexure to Your Order Form and updated from time to time by notice on the LEAP Website
Client support chat assistance hours (clause 5.1(e))	Between 9.00 am - 5.00 pm GMT on Business Days. Note that support may be provided by LEAP's Affiliate, Efimis Legal.
Territory	United Kingdom
Currency	£, GBP, Great British Pound

United Kingdom-Specific Terms	
The following amendments to the General Terms apply if You access and use the LEAP Enterprise Services supplied by LEAP Legal Software Limited (UK).	
Initial Term	Clause 3.2 is deleted and replaced as follows:



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Fees & Payments



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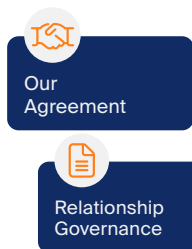


Compliance & General



Country-Specific Terms

(Clause 3.2)	Initial Term: Unless otherwise specified in Your Order Form, Your Initial Term and Initial Payment Date will start on the earlier of: (h) Your Installation Date; or (i) 60 days after the Commencement Date (unless an installation delay is caused by LEAP).
Companion Products (Clause 4.5)	Companion Products: You acknowledge and agree that the following Third Party Products are activated with Your access to the LEAP Enterprise Software. Should You use the following listed Third Party Products Your use is subject to the relevant Third Party Terms. If you do not agree with the Third Party Terms for these products, You must not use these Third-Party Products: (a) LawY AI Assistant; (b) Matter AI powered by Corto; (a) Online Payments powered by FeeWise Payments Europe Limited.
Taxes (Clause 12)	12 Taxes 12.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 12.2 All Fees are exclusive of VAT. Where VAT is chargeable, You shall pay to LEAP an amount equal to the VAT chargeable in addition to the Fees, subject to receipt of a valid VAT invoice. 12.4 Survival of Clause: This clause 12 survives the termination of this Agreement.
Limitation of Liability (Clause 17)	Liability Cap under clause 17.1 means: the total amount of Fees actually paid to LEAP by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. Super Cap under clause 17.2. means £1,000,000.
Privacy (Clause 25)	Clause 25 is deleted and replaced with the terms set out at https://www.leaplegalsoftware.com/legal/dpa
Governing law (Clause 28.11)	28.12 Governing law and jurisdiction: <i>This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably accepts that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.</i>
Definitions and Interpretation (Clause 29.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under common control with, that Party within the meaning of section 1124 of the Corporation Tax Act 2010 (or section 1159 Companies Act 2006 for subsidiaries).
Business Day	Business Day in a place means a day other than a Saturday, Sunday or public holiday in that place (and if no place is specified, in England).
Cash Rate	Cash Rate means the Bank of England's Base Rate from time to time.
Consumer Guarantees	The definition of "Consumer Guarantees" is deleted and will not apply.
Consumer Law	The definition of "Consumer Law" is deleted and will not apply.
Corporations Act	Corporations Act means the <i>Companies Act 2006</i> (UK).
Input Tax Credit	The definition of "Input Tax Credit" is deleted and will not apply.
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: (a) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986; (b) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party]; (c) the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;



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	(e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership); (f) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; (g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other Party; (h) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days; (i) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (j) the other Party reasonably determines in good faith that the Party's financial position deteriorates so far that its ability to give effect to the terms of this Agreement is in jeopardy; or (k) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (j) above inclusive); or (l) is the subject of an intervention by a Regulator
Insolvent	The definition of "Insolvent" is deleted and will not apply.
Intellectual Property Rights	Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Moral Rights	The definition of "Moral Rights" is deleted and will not apply.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes: (i) Data Protection Act 2018 and any successor UK legislation, (ii) retained EU law version of the General Data Protection Regulation ((EU) 2016/679), and (iii) Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
Tax	Tax means " Value Added Tax " as defined under the Tax Laws.
Tax Invoice	The definition of "Tax Invoice" is deleted and will not apply.
Tax Law	Tax Law means the Value Added Tax Act 1994 (UK)
Taxable Supply	The definition of "Taxable Supply" is deleted and will not apply.

4. Ireland

Details	
LEAP	LEAP Legal Software (Ireland) Limited
Company Number	644019
Address	SK House, Sinnottstown Business Park, Drinagh Wexford Y35 AKX5, IRELAND
Email Address	As set out in Your Order Form.
LEAP Websites	https://www.leapsoftware.ie and https://www.leaplegalsoftware.com/ie/ and https://www.leaplegalsoftware.com
General Terms	https://www.leaplegalsoftware.com/legal/EnterpriseGeneralTerms
Product Terms	https://www.leaplegalsoftware.com/legal/EnterpriseProductTerms
Third Party Terms	https://www.leaplegalsoftware.com/legal/EnterpriseThirdPartyTerms



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Privacy Policy	https://www.leaplegalsoftware.com/ie/privacy/
System Requirements	As provided as an annexure to Your Order Form and updated from time to time by notice on the LEAP Website
Client support chat assistance hours (Clause 5.1(e))	Between 9.00 am - 5.00 pm UK time on Business Days
Territory	Ireland
Currency	€, Euro

Ireland-Specific Terms	
The following amendments to the General Terms apply if You access and use the LEAP Enterprise Services supplied by LEAP Legal Software (Ireland) Limited.	
Companion Products (Clause 4.5)	Companion Products: You acknowledge and agree that the following Third Party Products are activated with Your access to the LEAP Enterprise Software. Should You use the following listed Third Party Products Your use is subject to the relevant Third Party Terms. If you do not agree with the Third Party Terms for these products, You must not use these Third-Party Products: (a) LawY AI Assistant; (b) Matter AI (powered by Corto); and (c) Online Payments powered by FeeWise Payments Europe Limited.
Taxes (Clause 12)	12 Taxes 12.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 12.2 All Fees are exclusive of VAT. Where VAT is chargeable, You shall pay to LEAP an amount equal to the VAT chargeable in addition to the Fees, subject to receipt of a valid VAT invoice. 12.3 Survival of Clause: This clause 12 survives the termination of this Agreement.
Limitation of Liability (Clause 17)	Liability Cap under clause 17.1 means: the total amount of Fees actually paid to LEAP by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. Super Cap under clause 17.2. means €1,000,000
Privacy (Clause 25)	Clause 25 is deleted and replaced with the terms set out at https://www.leaplegalsoftware.com/legal/dpa
Governing law (Clause 28.12)	28.12 Governing law and jurisdiction: This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Ireland. Each Party irrevocably accepts that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
Definitions and Interpretation (Clause 29.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under common control with, that Party within the meaning of section 1124 of the Corporation Tax Act 2010 (or section 1159 Companies Act 2006 for subsidiaries).
Business Day	Business Day in a place means a day other than a Saturday, Sunday or public holiday in that place (and if no place is specified, in Ireland).
Cash Rate	Cash Rate means the Bank of Ireland's Base Rate from time to time.
Consumer Guarantees	The definition of "Consumer Guarantees" is deleted and will not apply.
Consumer Law	The definition of "Consumer Law" is deleted and will not apply.
Corporations Act	Corporations Act means the <i>Companies Act 2014</i> .
Input Tax Credit	The definition of "Input Tax Credit" is deleted and will not apply.
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: (a) the Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; (b) the Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;



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	(c) an application is made to court, or an order is made, for the appointment of a liquidator, examiner or receiver over the Party or any of its assets; (d) a resolution is passed or an order is made for the winding up or liquidation of the Party (other than for the purpose of a solvent reconstruction or amalgamation); (e) a receiver, examiner or similar officer is appointed over all or any of the Party's assets; (f) a creditor attaches or takes possession of, or an execution, sequestration or other process is levied or enforced on or sued against, the whole or any part of the Party's assets and such process is not discharged within 14 days; (g) the Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (h) any event occurs, or proceeding is taken, with respect to the Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or (i) the Party is the subject of an intervention by a Regulator.
Insolvent	The definition of "Insolvent" is deleted and will not apply.
Intellectual Property Rights	Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Moral Rights	The definition of "Moral Rights" is deleted and will not apply.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes: (i) Data Protection Act 2018 and any successor EU legislation, (ii) retained EU law version of the General Data Protection Regulation ((EU) 2016/679), and (iii) Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
Tax	Tax means " Value Added Tax " as defined under the Tax Laws.
Tax Invoice	The definition of "Tax Invoice" is deleted and will not apply.
Tax Law	Tax Law means the Value-Added Tax Consolidation Act 2010 (Ireland)
Taxable Supply	The definition of "Taxable Supply" is deleted and will not apply.

5. United States

Details	
LEAP	LEAP Legal Software Inc.
Corporation Number	5038683
Address	3 Second Street, Jersey City, NJ 07302
Email Address	legal@leaplegalsoftware.com
LEAP Websites	https://www.leap.us and https://www.leaplegalsoftware.com/us/ and https://www.leaplegalsoftware.com
General Terms	https://www.leaplegalsoftware.com/legal/EnterpriseGeneralTerms and as set out specifically on the LEAP US Website
Product Terms	https://www.leaplegalsoftware.com/legal/EnterpriseProductTerms and as set out specifically on the LEAP US Website
Third Party Terms	https://www.leaplegalsoftware.com/legal/EnterpriseThirdPartyTerms and as set out specifically on the LEAP US Website
Privacy Policy	https://www.leaplegalsoftware.com/us/privacy/
LEAP System Requirements	As published at: https://community.leap.us/s/



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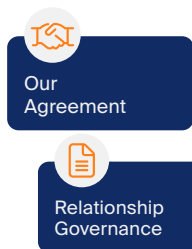
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Client chat assistance hours (clause 5.1(e))	As published at: https://community.leap.com.us/s/
Territory	United States
Currency	\$, USD, United States dollars

United States-Specific Terms	
The following amendments to the General Terms apply if You access and use the LEAP Enterprise Software supplied by LEAP Legal Software, Inc. or any of its subsidiaries in the U.S.	
Companion Products (clause 4.5)	Companion Products: You acknowledge and agree that the following Third Party Products are activated with Your access to the LEAP Enterprise Software. Should You use the following listed Third Party Products Your use is subject to the relevant Third Party Terms. If you do not agree with the Third Party Terms for these products, You must not use these Third-Party Products: (a) Online Payments processing powered by FeeWise US Corporation; (b) LawY AI Assistant; (c) Matter AI (powered by Corto); and (d) where set out in Your Order Form, WealthCounsel.
Licence Restrictions (Clause 5.5)	5.5 (c) is deleted and replaced as follows: (c) Concurrent sessions: log in to multiple Devices concurrently, using the same User Credentials.
Installation and Training (Clause 6.4)	New clause 6.4(g) is added as follows: (g) You may cancel a scheduled training by providing written notice to implementations@leap.us at least fourteen (14) days in advance of the Installation Date. The parties acknowledge and agree that where You cancel by providing less than fourteen days' notice, LEAP may charge You for any expenses incurred due to the cancellation (such as non-refundable travel and hotel expenses).
Fees and Invoices (Clause 11)	Clause 11.8 is deleted and replaced as follows: 11.8 Interest and Failed Payments: LEAP may charge a fee of \$25 for each failed payment. All overdue amounts may, at LEAP's discretion, attract an interest at the rate of eighteen (18) percent per annum accrued monthly, but in no event greater than the highest rate of interest allowed by Law.
Taxes (Clause 12)	12 Taxes 12.1 Subject to prior receipt of a valid Tax invoice, LEAP shall pay any Tax payable on the Fees under this Agreement.
Limitation of Liability (Clause 17)	Liability Cap under clause 17.1 means: the total amount of Fees actually paid to LEAP by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. Super Cap under clause 17.2. means USD\$1,000,000
Client Testimonials (Clause 27)	27.1 From time to time You and/or Your Representatives may agree to provide to LEAP interviews, reviews, statements, and/or quotes in writing, verbally or by video (Client Testimonial). Where You or Your users provide such Client Testimonial, unless otherwise agreed in writing by the Parties, the Parties agree and acknowledge that: (a) You grant to LEAP a non-exclusive, royalty-free, worldwide, perpetual licence to use, reproduce, publish, distribute, edit, adapt and display the content (or part thereof) of the Client Testimonial for LEAP's marketing, promotional, advertising, public relations or educational purposes, including but not limited to use within LEAP's: (i) website, digital platforms and social media channels; (ii) printed and digital marketing materials, case studies and sales collateral; (iii) advertising, press releases, media publications; and (iv) presentations, conferences and trade events; (b) You consent to LEAP using Your trading name, logo, and name, image and likeness of any individual who provides the Client Testimonial on behalf of the Client, for the permitted uses set out in clause 27.1(a) above; (c) LEAP will use all reasonable endeavours to (a) ensure You are aware of the purpose of the Client Testimonial and (b) allow You to review the publication containing the Client Testimonial before it is made public; and You acknowledge that no monetary compensation or other consideration will be payable by LEAP in exchange for the provision of the Client Testimonial or consents granted under this clause.
Governing law (Clause 28.12)	28.11 Governing law and jurisdiction: The local courts of Hudson County in the State of New Jersey will have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with



	<i>this Agreement (including noncontractual disputes or claims). This Agreement and any dispute or claim arising out of or in connection with the subject matter or formation of it will be governed by the laws of the State of New Jersey.</i>
Definitions and Interpretation (Clause 29.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party.
Business Day	Business Day in a place means a day other than a Saturday, Sunday or federal holiday in that place (and if no place is specified, in California).
Consumer Guarantees	Consumer Guarantees means the guarantees as they are defined under the Consumer Law, where applicable.
Consumer Law	Consumer Law means the <i>Federal Trade Commission Act</i> , the <i>California Consumer Privacy Act</i> , <i>California Unfair Competition Law</i> , and any other relevant state or federal consumer protection laws.
Corporations Act	The definition of "Corporations Act" is deleted and will not apply.
Input Tax Credit	The definition of "Input Tax Credit" is deleted and will not apply.
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts or otherwise becomes Insolvent; (b) it has bankruptcy proceedings commenced, a resolution passed or proposed in a Notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, Notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them, or take any comparable action under the United States Bankruptcy Code.
Insolvent	Insolvent means, with respect to an entity, that such entity is or states that it is insolvent, is unable to pay its debts as they come due, is in liquidation, is under administration (including statutory management) or has a controller appointed to its property, ceases conducting business in the normal course, is subject to any arrangement to protect itself from creditors or dissolves.
Intellectual Property Rights	Intellectual Property Rights means all industrial and intellectual property rights throughout the world protected or recognized at Law and includes all current and future registered and unregistered rights relating to: (a) trademarks, business names, domain names, copyright works, databases, software, circuit layouts, designs, patents, trade secrets, know-how, inventions and discoveries, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967, the <i>Patent Act (Title 35 of the United States Code)</i>, the <i>Copyright Act (Title 17 of the United States Code)</i>, the <i>Lanham Act (Title 15 of the United States Code)</i>, and the <i>Trade Secrets Act</i>; and (b) any application or right to apply for the registration of any of the rights referred to in paragraph (a) above.
Moral Rights	Moral Rights means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute (including the <i>U.S. Copyright Act of 1976</i> , as amended, any other Law), that exist or that may come to exist, anywhere in the world.
Personal Information	Personal Information means 'personal information' as that term is defined in the relevant and applicable Privacy Laws, and which is disclosed by the Discloser to the Recipient or otherwise collected by the Recipient from the Discloser in connection with this Agreement.
Privacy Laws	Privacy Laws means all relevant or applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party and includes (only to the extent the relevant Parties are subject to it or required to comply with it under this Agreement) the <i>California Consumer Privacy Act</i> , and any other applicable state or federal acts and regulations.
Regulator	Regulator means any third party state or federal body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
Tax	Tax means the applicable state and local sales tax.
Tax Invoice	The definition of "Tax Invoice" is deleted and will not apply.
Tax Law	The definition of "Tax Law" is deleted and will not apply.
Taxable Supply	The definition of "Taxable Supply" is deleted and will not apply.



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6. Canada

Details	
LEAP	LEAP Legal Software (Canada) Ltd
Registration Number	Business Number: 17120338
Address	20 Bay Street, Suite 1530, Toronto, Ontario M5J2N8, Canada
Email Address	As set out in Your Order Form.
LEAP Websites	https://www.leaplegalsoftware.ca and https://www.leaplegalsoftware.com/ca/ and https://www.leaplegalsoftware.com
General Terms	https://www.leaplegalsoftware.com/legal/EnterpriseGeneralTerms
Product Terms	https://www.leaplegalsoftware.com/legal/EnterpriseProductTerms
Third Party Terms	https://www.leaplegalsoftware.com/legal/EnterpriseThirdPartyTerms
Privacy Policy	https://www.leaplegalsoftware.com/ca/privacy/
System Requirements	https://help.leaplegalsoftware.ca/s/
Client chat assistance hours (Clause 5.1(e))	Between 9am – 5pm Business Days and as updated from time to time
Territory	Ontario, Canada
Currency	\$, CAD, Canadian dollars

Canadian-Specific Terms	
The following amendments to the General Terms apply if You access and use the LEAP Enterprise Services supplied by LEAP Enterprise Services Limited (Canada).	
Agreement (Clause 1)	Clause 1.2 is deleted and replaced as follows: <i>1.2 If there is any inconsistency between the documents listed above, the documents listed later will prevail to the extent of the inconsistency.</i>
Companion Products (Clause 4.5)	Companion Products: You acknowledge and agree that the following Third Party Products are activated with Your access to the LEAP Enterprise Software. Should You use the following listed Third Party Products Your use is subject to the relevant Third Party Terms. If you do not agree with the Third Party Terms for these products, You must not use these Third-Party Products: (a) Online Payments powered by FeeWise Canada Limited (b) LawY AI Assistant; and (c) Matter AI (powered by Corto).
Fees and Invoices (Clause 11)	- References to "<i>Tax Invoice</i>" shall be read as "<i>invoice</i>". - Clause 11.1 (Tax Invoice) does not apply. - Clause 11.7 (Disputes) does not apply.
Taxes (Clause 12)	12 Taxes 12.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 12.2 If LEAP is required to charge You Taxes, LEAP will include such amounts on the invoice and such amounts are payable at the same time as the related Fee. 12.3 Survival of Clause: This clause 12 survives the termination of this Agreement.
Limitation of Liability (Clause 17)	Liability Cap under clause 17.1 means: the total amount of Fees actually paid to LEAP by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. Super Cap under clause 17.2. means CAD\$1,000,000
Governing law (Clause 28.12)	28.11 Governing law and jurisdiction: This Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada without regard to conflict of laws provisions. The Parties consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis. The Parties irrevocably and unconditionally waive with respect to this Agreement terms, to the fullest extent permitted by law, all of the rights, benefits, conditions, warranties and protections, express, implied or statutory, given by the Sale of Goods Act (Ontario),



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	the United Nations Convention on Contracts for the International Sale of Goods or, in each case, equivalent legislation, if any.
Definitions and Interpretation (Clause 29.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including an "affiliated body corporate" , and has the meaning ascribed to it in the <i>Ontario Business Corporations Act, RSO 1990, c B16</i> .
Business Day	Business Day means a day other than a Saturday, Sunday or gazetted public holiday in Ontario and British Columbia, Canada.
Cash Rate	Cash Rate means the bank rate last published by the Bank of Canada.
Consumer Law	The definition of "Consumer Law" is deleted and will not apply.
Corporations Act	The definition of "Corporations Act" is deleted and will not apply.
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) it is an insolvent person (within the meaning of the Bankruptcy and Insolvency Act, RSC 1985, c B-3); (c) it files a petition for bankruptcy, or commences or has commenced against it, proceedings under the Bankruptcy and Insolvency Act, RSC 1985, c B-3, the Companies' Creditors Arrangement Act, RSC, 1985, c C-36, or other law relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (d) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 and any other applicable provincial or territorial privacy legislation.
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the Office of the Privacy Commissioner of Canada and any applicable provincial information and privacy commissioners.
Tax Law	Tax Law means all Laws establishing harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST) excise tax, value-added tax (VAT), sales tax, use tax, import/export tariffs, or similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by You hereunder.
Tax Invoice	The definition of "Tax Invoice" is deleted and will not apply.