

Terms of Service

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Last updated in April 2018*

Please read these Terms of Service („TOS“) carefully, before using the Service.

1. Acceptance of Terms of Service

1.1 By subscribing to Our Services at www.leapsome.com (the „**Service**“), You accept these Terms of Service („**TOS**“) of the Leapsome GmbH.

1.2 The Service may be accessed either (i) as an individual or (ii) on behalf of an organization (such as a company). In case of signing up for the Service on behalf of an organization You warrant (i) that You are duly authorized to represent the organization and (ii) that You accept the TOS on behalf of the organization as you are duly authorized to do so.

1.3 We may revise or modify the TOS from time to time and all subscription renewals will be subject to the TOS in effect at the time of the renewal. You may review the most current version of the TOS at any time at: www.leapsome.com/terms.

2. Software Usage Rights, License and Restrictions

2.1 Subject to these TOS and the Term defined below, We grant You a limited, non-exclusive, non-transferable right to access and use Our proprietary and hosted software products and the related documentation (the “Software”) (jointly referred to as the “Service”) via a web browser. The Service may only be used for your internal business use.

2.2 The Service is a hosted service. Leapsome GmbH is hosting the Service and makes the Service available to You for usage via the internet with a web browser. Nothing contained in these TOS shall transfer You any rights in or to the Service other than those rights specifically enumerated herein. Further, nothing in these TOS obligates Us to make available or deliver any copies of computer programs or code (neither in object nor source code form) from the Software to You.

2.3 You shall not (i) copy, reproduce, alter, modify, or create derivative works from the Service; (ii) rent, lease, distribute, or resell the Service, or use the Service as the basis for developing a competitive solution (or contract with a third party to do so); or (iii) remove or alter any of the

logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Service. You will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations.

2.4 You shall not, nor authorize or encourage any third party to, (i) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Us; (ii) resell, duplicate, reproduce or exploit any part of the Service without Our express written permission; or (iii) use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service.

2.5 The paid license granted to You includes basic support at no additional charge. Basic support includes commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (which We aim to schedule outside of normal business hours), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks.

3. Data Protection; Indemnification

3.1 Keeping Your data safe a priority to Us. How we protect your data and how personal data shall be handled is set forth in the Privacy Policy.

3.2 We are obligated to observe and are working exclusively in accordance with German data protection law.

3.3 In the event We discover that the security of Your data has been breached, We will promptly notify You of the nature and scope of such breach and will immediately initiate remedial actions consistent with industry standards.

3.4 Apart from the Liability Clauses in these TOS, we shall be liable for the damage caused by processing only where we have not complied with obligations of the GDPR specifically directed to processors or where we have acted outside or contrary to lawful instructions of you.

4. Payment Terms and Commitment Periods

4.1 If Your company resides within Germany, the fee charged by us includes the local value added tax. If Your company does not reside within Germany, all fees are exclusive of duties or

taxes imposed by governing authorities. In this case, You are responsible for payment of all such taxes or duties.

4.2 Monthly Terms: Unless agreed otherwise, Your monthly Service subscription renews automatically each month until terminated pursuant to Sec 9.

4.3 Annual Terms: A yearly subscription pricing requires a one-year minimum commitment. You shall be invoiced in the first month of the annual commitment period at our discretion. If Your subscription is suspended for non-payment, before the end of the annual commitment period, You will no longer qualify for yearly subscription pricing for that annual commitment period and You will be charged the difference between the monthly and annual commitment pricing for the number of months Your subscription was active during that annual commitment period. Upon the anniversary of Your annual subscription, Your subscription will automatically be renewed for a subsequent one year period, unless terminated pursuant to Sec 9.

4.4 You will receive an invoice reminder via email. Full invoices can be downloaded in the admin section of your Leapsome account.

4.5 All payments are due within fourteen (14) days from the date of the invoice. They have to be paid by wire transfer using the bank information provided on the invoice, by credit card, or by PayPal.

4.6 If You fail to pay the invoice within fourteen (14) days of receipt of the email, Your access to the Service may be suspended and You will need to contact Us and pay any outstanding invoices in order to resume use.

4.7 As courtesy to Our customers, and as long as You continue to be Our customer, We will not increase Your price per user fee for a time-period of at least four (4) years after the initial order, unless agreed otherwise in your initial order confirmation. This price per user guarantee does not apply in the event You suspend Your subscription for more than two (2) consecutive months.

5. Intellectual Property Rights

5.1 You acknowledge that We own all rights, titles and interests in and to the Software, Service and any modifications and enhancements of either, including without any limitation all intellectual property rights, and such rights are protected by German, European, U.S. and international intellectual property laws.

5.2 You retain all rights, titles and interests to any and all information provided, input or uploaded to the Service by You, or by Us on Your behalf if and so far this information may be

related to You personally. We have no rights, titles or interests in any information related to your data that is personally identifiable.

5.3 Provided that such use does not reveal any Information that is personally identifiable, We retain all rights, titles and interests to transactional and performance data related to use of the Service that We may collect, use and disclose for Our business purposes (including software use optimization and product marketing).

5.4 We retain all rights, titles and interests in and to the Software or Service and all modifications and/or enhancements thereof, regardless of whether You have provided inspiration or input regarding such modifications and/or enhancements.

6. Responsibility for supervision of Employees

6.1 You accept and acknowledge that We do not exercise any control over Your specific human resource practices or decisions related to employment, promotion, advancement, termination or compensation of Your employees when using Our Software or Service. You assume full responsibility for any and all decisions with respect to Your use of the Service and agree to use the Service at Your own risk.

6.2 You further acknowledge that it is Your sole responsibility to monitor Your and Your employees' compliance with all applicable laws when using the Service.

7. Illicit Use of the Service; Indemnification

7.1 Content and information uploaded must be consistent with the applicable law. Uploading any content or information capable of doing harm to our interests or our public image shall not be permitted. Accordingly, the following shall especially not be permitted:

- uploading content in contravention to (i) applicable data protection, criminal, and copyright law and (ii) any provisions protecting personality and commercial protection rights;
- uploading insulting, defamatory, harassing, abusive, fraudulent, obscene, virus-containing, libelous, unconstitutional, racist, sexist, or pornographic content.

7.2 Should a User violate the obligations it has under this Agreement or applicable law, We shall, after having issued a prior warning, have the right to bar the User from any further use of the Service until such time as the User terminates the violation and remedies the consequences of the violation.

7.3 You will be held responsible for the Actions of Your employees using our Service. You shall indemnify us from any and all claims asserted by other Users, other Customers or other third parties on account of illicit use of the Service by You or any of your employees.

7.4 In the event of any preclusion, termination rights and claims for damages shall not be affected.

8. Liability Limitation

8.1 We shall be liable for damages caused by Us, our legal representatives, our managing employees, or our auxiliary agents if

- caused by malicious intent, gross negligence, or malicious deception,
- caused by the injury to life, body, or health or
- caused by breach of fundamental contract obligations. Fundamental contract obligations are the basic duties, which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and determine the performance on which the Publisher may rely.

8.2 We shall also be liable for damages caused by a guarantee assumed by Us being violated or by some organizational culpability.

8.3 Any liability not expressly provided for in Paras. 1 and 2 shall be disclaimed. In case of breach of fundamental contract obligations (Para. 1) through simple negligence the ensuing liability for damages shall be limited to the foreseeable amount.

8.4 Liability under the Product Liability law remains unaffected.

9. Term and Termination

9.1 The term of these TOS become effective with subscription to the Service (“Effective Date”) and continues until all subscriptions granted in accordance with these TOS have expired or been terminated (the “Term”). If You elect to use the Service for a free trial period and do not purchase a subscription before the end of the trial period, the TOS will terminate at the end of that period.

9.2 User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified on that Form.

9.3 You may terminate Your subscription by emailing support@leapsome.com. In case of a

monthly term, You may terminate the subscription with fourteen (14) days prior notice before expiry of the term. In case of the annual term You may terminate Your subscription with two (2) months prior notice to the expiry of the respective term (Section 4). There are no refunds or credits for termination of monthly or annual subscriptions.

9.4 We may terminate or suspend Your access to the Service without liability if such termination or suspension is based on Our good faith belief that You have violated any of the TOS and You did not remedy the violation in question within thirty (30) days of Us giving notice of this violation.

9.5 The right to termination for cause and without notice remains unaffected.

9.6 Any termination-notice must be in text form (e.g. e-mail) to be effective.

9.7 Upon Your request made within thirty (30) days after the effective date of termination, We will make a file of Your data in comma separated value (.csv) format available to You. After such thirty (30) day period, We will have no obligation to maintain or provide any of Your data and may thereafter, unless legally prohibited, delete all of Your data in Our systems or otherwise in Our possession or under Our control.

10. Publicity

If You subscribe to the Service, You agree that We may disclose the fact that You are Our customer. While these TOS are in effect, You grant Us the right to reference Your company name, along with Your logo, in marketing materials and on Our public website until such time as Your use of the Service is discontinued.

11. Miscellaneous

11.1 Governing Law. These TOS are governed and construed under the laws of Germany without reference to its conflicts of laws principles. In no event shall these TOS be subject to the United Nations Convention on Contracts for the International Sale of Goods.

11.2 Place of Jurisdiction. Any disputes that cannot be amicably resolved by the parties shall be settled by the jurisdiction of the courts of Berlin (Germany).

11.3 Assignment. Neither of Us will assign its rights or obligations under these TOS without the other's prior written consent. Any such assignment shall render this Agreement null and void.

11.4 Severability. If any provision of this TOS shall be entirely or partly invalid or unenforceable,

this shall not affect the validity and enforceability of all other provisions of this Agreement. The invalid or unenforceable provision shall be regarded as replaced by such valid and enforceable provision that as closely as possible reflects the economic purpose that the parties hereto had pursued with the invalid or unenforceable provision.

11.5 Entire Agreement. These TOS as amended from time to time including any schedules and exhibits attached hereto and any executed Order Forms comprise the entire agreement between Us with respect to the Service and supersede all prior representations, agreements and understandings, written or oral.