



Contract Number

72-71

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Lansweeper NV
Contractor Representative	Tony Vargas
Telephone Number	(737) 295-8925
Contract Term	February 8, 2022 through February 7, 2023, with the option for up to four additional one-year renewals
Original Contract Amount	\$21,000
Amendment Amount	\$NA
Total Contract Amount	\$21,000
Cost Center	

Briefly describe the general nature of the contract: Enterprise Terms of Use Agreement with Lansweeper NV for endpoint technology management software in the amount of \$21,000 for the period February 8, 2022 through February 7, 2023 with the option for up to four additional one-year renewals.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Bonnie Uphold
Bonnie Uphold, Deputy County Counsel

Date 1-27-2022

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► William L. Gilbert
William L. Gilbert, Director

Date 1/27/22

Latest version: 08 March 2021, Version 1.3

LANSWEEPER TERMS OF USE

These Enterprise Terms of Use ("Terms"), including the incorporated documents (i.e. Specific Terms and DPA), govern your use of the Product (as defined below) and form a legal contract between Lansweeper NV, a company incorporated and existing under Belgian law, with its registered office at Zeelsebaan (GRE) 83/Z, B-9200 Dendermonde, Belgium and registered under number 0538.668.417 (hereinafter ("Lansweeper" or "Licensor" or "Us" or "We" or "Our") and **San Bernardino County**, a political subdivision organized and existing under the constitution and the laws of the State of California (hereinafter "You" or "Licensee"), on behalf of Arrowhead Regional Medical Center. The County is a political subdivision of the State of California operating a hospital or surgery center.

Hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

Lansweeper is an independent software vendor that provides an IT Asset Discovery Software (as defined below), sold either directly by Lansweeper or through its authorized partners. The IT Asset Discovery Software (as defined below) is made available to You for download on Lansweeper's website. By purchasing, installing, or otherwise using all or any portion of the IT Asset Discovery Software (as defined below), You indicate that You have read, understood, and agree to be legally bound by these Terms.

If You have purchased Our Product (as defined below) under a Legacy License (as defined below) that has not been superseded by these Terms by virtue of acceptance thereof by You, then the terms of that Legacy License will apply.

These Terms are only applicable to and can only be validly entered into by businesses.

If You are consumer (meaning a natural person who acts for purposes outside his trade, business, craft or profession) or if You are a distributor, partner, or reseller of Lansweeper, You cannot validly enter into these Terms and thus not make validly use of the Product. In such case, please contact the Lansweeper customer service via sales@lansweeper.com.

DEFINITIONS

The following capitalized terms shall have the following meaning:

- "Affiliate"; Means an entity that owns or controls, is owned or controlled by or is under common control or ownership with another entity, where 'control' is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity through majority ownership of voting securities or otherwise.
- "Aggregate Data"; Means any data, that is the result of consolidation of Licensee Content or derivations thereof, and which does not or no longer relates to a Data Subject.
- "Asset"; Means (i) any IT device scanned by the Product on Your local systems, which may include without limitation any, Linux, Unix, Mac or Windows computer, VMware server or any other network device (printer, switch, firewall, etc.), with the exclusion of monitors; (ii) any IT resource scanned by the Product in Your cloud environment, which may include without limitation a virtual machine, resource group, VPC; and (iii) any IT assets that are created/added manually to the Product by You.
- "Beta Releases"; Means certain features and/or services of the Product on a "beta" free of charge pre-release, owned by Lansweeper and licensed and made available to You solely for testing purposes.
- "Billing Contact"; Means the entity or person indicated by the Licensee to receive all billing-related information and the license key.
- "Cloud Relay Service"; Means a relay service hosted in the cloud that stores Licensee Content received from LsAgent installations. Scanning Engines pull Licensee Content collected by LsAgent from the cloud relay server at a scheduled interval. Its main use-case is to keep track of Assets that are not able to regularly connect to the Scanning Engine directly.
- "Controller", "Processor", "Personal Data", "Data Subject", "Personal Data Breach" "Process/Processed/Processing" shall have the meaning as defined in the Data Protection Legislation.
- "Data Protection Legislation"; Means, with respect to Lansweeper, the Regulation 2016/679 of the European Parliament

and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (repealing Directive 96/46/EC) (hereinafter also referred to as "GDPR"), together with standard clauses and other related or implementing legislation resulting from such legislation, as updated from time to time, and with respect to Licensee, California and United States laws applicable to local government entities.

- "Device Fingerprint"; Means a set of information elements obtained through network protocols used to recognize Assets.
- "Documentation"; Means user manuals, policies, release notes, installation notes, product specifications, email support and instructions regardless of format made available by Us, including without limitation on Our Knowledge Base and other technical or functional documentation that Lansweeper provides to You or that are included in or with the Product, and may be updated by Lansweeper from time to time.
- "End-User"; Means users (e.g. employees, independent contractors, ...) within the legal entity of the Licensee that are using the Product solely for internal, in-house purposes and not for redistribution or resale in any form.
- "Force Majeure"; Means a situation whereby the performance of obligations under these Terms, becomes wholly or partly, temporarily or permanently, impossible, by causes beyond the performing parties' control. Situations of Force Majeure shall include without limitation: acts of war, terrorism, hurricanes, earthquakes, other acts of god or of nature, strikes or other labour disputes, riots or other acts of civil disorder, embargoes, internet- or telecommunications failures or diminishment, power failures or diminishment, non-performance by suppliers or subcontractors.
- "Installation Metadata"; Means data retrieved by Lansweeper from Your Lansweeper Installation (as defined below), such as but without limitation the license type, Lansweeper Software version, IP address, email address, Install-ID, installation status, Asset count, database server type and web server type.
- "IT Asset Discovery Software"; Means (i) the machine-readable object code of Lansweeper's software (including database software) to run on Licensee's systems, developed and owned by Lansweeper and licensed to Licensee under the provisions of these Terms; (ii) the related Documentation; and (iii) any updates; supplements; modifications; enhancements; corrections; fixes and revisions thereof, as made available to Licensee at Lansweeper's discretion.
- "Lansweeper"; Means Lansweeper NV, a limited liability company existing under Belgian law, with registered address at Belgium, 9200 Dendermonde, Zeelsebaan 83/Z, registered under enterprise number 0538.668.417 (Register of legal entities: Gent, division Dendermonde) and VAT number BE0538.668.417; and any Lansweeper Affiliate.
- "Lansweeper Installation"; Means a single deployment of the IT Asset Discovery Software, consisting out of: (i) a single Local Scanning Database, (ii) any number of Scanning Engines unless restricted by Your Subscription Plan, and (iii) a single Local Web Console; excluding any LsAgent installation.
- "Legacy License"; Means license agreements which were entered into prior to October 1st, 2016.
- "Legacy Subscription Plan"; Means Paid Subscriptions that are no longer available on Our Pricing Page but may still be subscribed to, which include without limitation and in any case Paid Subscriptions (as defined below) for an unlimited number of Assets.
- "Licensee Content"; Means any data (in electronic form) collected through the Product or uploaded to the Product by Licensee (including Licensee's End-Users), excluding Aggregate Data and Installation Metadata. Such data may include without limitation any databases, text, tickets, material, audio files, video files, electronic documents, images, Personal Data and Asset data.
- "Local Scanning Database"; Means either a SQL local database or a full SQL server which serves as the on-premises repository where all Licensee Content is federated. Multiple Scanning Engines should connect to a single Local Scanning Database.
- "Local Web Console"; Means a website hosted on-premises with the Licensee which is used to interface with the local installation of the IT Asset Discovery Software and LsAgent.
- "LsAgent"; Means a single client application that allows for agent-based scanning of Assets in a one-to-one fashion and pushes it back to Your Scanning Engine for processing into the Local Scanning Database, either by using a direct push or a push through Lansweeper's Cloud Relay Service if a direct push is not possible. LsAgent includes: (i) the related Documentation; and (ii) any updates; supplements; modifications; enhancements; corrections; fixes and revisions thereof,

as made available to Licensee at Lansweeper's discretion.

- "Plan Duration"; Means the duration of the right to use the Product under Your Subscription Plan as defined in these Terms.
- "Product"; Means IT Asset Discovery Software and LsAgent.
- "Reseller"; Means a party authorized by Lansweeper to resell Paid Subscriptions (as defined below) of the Product.
- "Scanning Engine"; Means an application that performs the agentless scanning of the Assets in Your network in a one-to-many fashion. Such Scanning Engines may be installed on different systems of Licensee, unless restricted by Licensee's Subscription Plan (as defined below).

1. SUBSCRIPTION PLANS

Our Product is made available through various plans ("Subscription Plans") and for a specified duration as further described in article 4.2 (*Subscription Plans*) of these Terms.

Lansweeper currently offers following Subscription Plans, as further defined in these Terms:

- Free trial plan
- Paid subscription plan
- Freeware plan

Notwithstanding the rights and obligations described in these Terms, Your permitted scope of use of the Product ("Scope of Use") depends on Your Subscription Plan. The Scope of Use will always be restricted to a certain amount of Assets and/or Help Desk-Agents (defined below) as defined in Your Subscription Plan, and may include the following additional limitations:

- restrictions on the amounts of Scanning Engines; and
- defined features and functionalities.

The Scope of Use of the Product will be identified to You when You order the Product, specifically on Our [Pricing Page](#), quotes, invoices, or through the Product itself ("Specific Terms"). Further, Lansweeper may at its discretion and subject to certain requirements defined by Lansweeper, make new features and functionalities available to You under Your (purchased) Subscription Plan. The Specific Terms form part of these Terms and are hereby incorporated.

1.1. [Free trial plan](#)

Free trials of the Product may be offered to You for a specific Scope of Use as designated by Us ("Free Trial"). You may use the Free Trials plan solely to determine whether to purchase a Paid Subscription.

Upon expiry of Your Free Trial, the Product will revert to limited (or no) functionality of the Freeware Subscription Plan (as defined below).

1.2 [Paid subscription](#)

Paid Subscription Plans are offered to You for purchase and allow to use the Product for a defined Scope of Use ("Paid Subscriptions"), subject to the order process as set out in article 5.3 (*Orders*) of these Terms.

If Your Paid Subscription is not renewed in accordance with the modalities as set out in article 4.2.2 (*Paid Subscriptions*) of these Terms, the Product will revert to limited (or no) functionality of the Freeware Subscription Plan (as defined below) once the Paid Subscription Plan Duration expires.

If Licensee has a Paid Subscription in place, Licensee may at its own choice make use of LsAgent, by downloading LsAgent from the Lansweeper Website and installing it on its Assets. Licensee is responsible to configure LsAgent for it to connect to its Lansweeper Installation. During said configuration, Licensee will have the option to choose whether the Licensee

Content is pushed directly to the Lansweeper Installation (which is the default mode) or through Lansweeper's Cloud Relay Service. In the latter case, We will only store LsAgent data in the Cloud Relay Service for a maximum period of fourteen (14) calendar days as of transfer, after which it will be permanently deleted.

If Your use of the Product is governed by a Legacy Subscription Plan, You may not have access to new features and functionalities of the Product.

Help Desk-Agent: the help desk is a feature of the Product that allows sharing knowledge by Licensee within its organisation through *inter alia* a ticketing system ("Help Desk"). The Help Desk allows for an unlimited number of End-Users to open tickets, but only an End-User with a Help Desk-agent subscription ("Help Desk-Agent") can handle tickets. Currently one (1) Help Desk-Agent is made available as part of the Product without any additional charges. Licensee can procure one or more additional Help Desk-Agents from Lansweeper subject to additional License Fees (as defined below). A Help Desk-Agent shall be considered a separate Paid Subscription and is granted for a limited Plan Duration and, if not renewed, the End User account linked to that Help Desk-Agent will revert back to a normal End-User once the Paid Subscription Plan Duration expires.

1.3 Freeware plans

A freeware version of the Product is offered to You for download at no charge and subject to the termination modalities as set forth in article 4 (*Term and termination*) of these Terms ("Freeware"). Freeware has the following Scope of Use: scanning of up to a hundred (100) Assets, one (1) Scanning Engine. We may change said Scope of Use at Our sole discretion, by publishing the updated Scope of Use on Our Pricing Page. Licensee understands and agrees that Freeware does not include Support Services and fixes.

If You would have used the Product under a Free Trial or Paid Subscription Plan, then the Product will automatically revert to the Freeware Subscription Plan upon the expiry date of Your Free Trial or Paid Subscription Plan, without the need to perform a download. In such case, the abovementioned limited Scope of Use for Freeware will automatically apply.

2 SOFTWARE LICENSE

2.1 License

Subject to Licensee's strict compliance with these Terms and Licensee's payment of all License Fees due to Lansweeper or Reseller (whichever is applicable), Lansweeper hereby grants Licensee, according to the relevant Subscription Plan, during the relevant Plan Duration, and subject to the below mentioned restrictions, a limited, non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right to:

- a) use the Product only for Your internal business purposes on compatible devices and in accordance with the Documentation;
- b) deploy a single Lansweeper Installation on Your systems, meaning the Local Database and Local Web Console can only be installed once by Licensee on its systems; and unless restricted by Licensee's Subscription Plan, the Scanning Engines can be installed multiple times on the systems of the Licensee and/or on the systems of Licensees Affiliates, upon the condition that all Scanning Servers are connected to the same and sole Local Database;
- c) deploy a second Lansweeper Installation only for testing purposes and to evaluate new releases;
- d) transfer the Lansweeper Installation from one computer to another, as long as each component of the Lansweeper Installation is deleted from the original host within thirty (30) calendar days;
- e) make up to 2 copies of the IT Asset Discovery Software for back-up or archival purposes only, provided You comply with the requirements described in article 2.2 (*Restrictions*);
- f) install LsAgent on an unlimited number of Assets;
- g) update the IT Asset Discovery Software and LsAgent to the latest updated version made available by Us free of additional charges.

Lansweeper reserves all usage rights not expressly granted in these Terms.

2.2 Restrictions

Except as expressly set out in these Terms and to the fullest extent permitted by applicable law, You undertake and declare:

- a) not to copy the Product except explicitly allowed under these Terms;
- b) not to rent, lease, sub-license, distribute, modify or merge the Product;
- c) not to modify, disassemble, decompile, convert to another programming language, reverse-engineer or create derivative works of the Product or database scheme nor attempt to do any such thing;
- d) in case You have made a copy of the IT Asset Discovery Software, to keep this copy secure and to maintain an accurate and up-to-date record of the location of the copy of the IT Asset Discovery Software and prevent any

- e) unauthorized access thereto;
- f) to include Our copyright notice on all entire and partial copies You make of the IT Asset Discovery Software on any medium;
- g) to comply with all applicable technology control or export laws and regulations as may be applicable for You and with respect to Your use of the Product;
- h) to only run a single Lansweeper Instance, unless for such purposes explicitly allowed herein;
- i) not use the Product in any way forbidden by Article 7 (*Licensee's responsibilities and Restrictions*) below.

3 SUPPORT

- a) Except as expressly stated otherwise herein, all Subscription Plans for the Product are eligible for software support according to following Support lines:
- First line support is made available to You via the articles in Our Knowledge Base (available via the following URL: <https://www.lansweeper.com/kb/>).
 - Except for Freeware users and subject to the below-mentioned requirements and exclusions, second line support is provided via support@lansweeper.com (or any other communication medium chosen by Lansweeper). "Second line support" means monitored email support services whereby We shall employ reasonable efforts to resolving Your Valid Support Requests (as detailed below) related to the Lansweeper Product (subject to Your compliance with the requirements, assumptions, and instructions as set forth in these Terms, which incorporate by reference Our Documentation including the Knowledge Base), and shall entail reasonable advice and guidance concerning the use of the Product, and troubleshooting of the Product allowing Us to resolve the issue, either by providing You with the possible steps to resolve the issue, or undertaking the necessary measures on Our end and informing you thereupon (hereafter: "Support Services"). More information can be found on Lansweeper's Support Page through the following hyperlink: <https://www.lansweeper.com/contact-support/> (or any other hyperlink provided by Lansweeper).
 - In exceptional cases and Lansweeper's discretion, third line support may be provided by Lansweeper via an online meeting.
- b) Support Services availability: We provide Support Services Monday through Friday, from 09:00 AM till 05:00 PM, Central European Time (CET) (hereinafter: "Business Hours"); including during public holidays (worldwide), except for Christmas- and New Year's Day (hereinafter: "Service Time"). Central European Summer Time (CEST) will be used during spring to summer months.
- c) Requirements and exclusions: We will only provide the Support Services when: (i) Your Lansweeper Installation and, if applicable, Your LsAgent installation is updated to the latest version; (ii) You did not make any modifications to Your Lansweeper Installation, where "modifications" mean: changes or additions that are not entailed in Our Documentation or that are made outside of the Product's configuration settings; (iii) You use the Product in accordance with these Terms (including Documentation) (iv) We received the support request in English from valid Licensee End-Users who have identified themselves by providing their order reference number; and (v) first line support made available through Our Knowledge Base has been exhausted. Further, we do not provide Support Services in relation to Your "custom actions" and "automated software deployment" as defined and described in Our Knowledge Base, as well as any Product API integrations that may be built. Support requests that meet the foregoing requirements and exclusions are hereafter defined as "Valid SupportRequest".
- d) Cooperation: You shall cooperate with Us in the performance of the Support Services by providing reliable, accurate, and complete information regarding Your Valid Support Request, and You recognize that the delivery and the quality of the Support Services depend thereon. If You do not provide us with such information as reasonably requested by Us, We might not be able to assist You with the resolution of Your Valid Support Request. In such a case, We reserve the right to close Your unresolved support case.
- e) Severity levels: Upon receipt of a Valid Support Request, Lansweeper shall determine in good faith the severity level of the request in accordance with the following criteria: (i) "High" means that the Product or a major part of the Product is not functioning; (ii) "Medium" means that there is a malfunction in the Product which degrades the Product's performance or functionality, affecting Your usage of the Product; (iii) "Low" means issues or questions with no or limited impact on the functioning of the Product, such as e.g. SQL query requests (subject to the provisions as set forth in these Terms) and change or improvement requests in relation to the Product. Without prejudice to the foregoing, You are allowed to give an indication of the severity level You deem applicable to Your Valid Support Request, which may be taken into account by Us when We determine the severity level of Your Valid Support Request. By way of example, please refer to Our Support Page where You can find non-exhaustive support request examples with the respective severity level assigned to them.

- f) Response time: Lansweeper shall employ reasonable efforts to meet the following initial response times to respond to Valid Support Requests, according to the severity levels as determined above:
- High: 4 Business Hours, during Service Time
 - Medium: 24 Business Hours, during Service Time
 - Low: 40 Business Hours, during Service Time

Response time exclusions: Valid Support Requests in relation to Beta Releases as well as Valid Support Requests coming from Free Trial users are excluded from the above response times. Said requests are handled by Us but We do not warrant any response times.

Confirmation of receipt: the response time starts to run, during Service Time, as from the moment that You receive an automated confirmation of receipt email from Us. Said automated email will entail: (i) first guidance on how to possibly resolve the issue; and (ii) an overview of the additional information You may submit to Us to facilitate the resolution of Your Valid Support Request.

Initial response: the initial response to the concerned Valid Support Request will entail, at Lansweeper's discretion: (i) possible solutions which should allow You to resolve the issue; and/or (ii) a request for more information, if no possible solutions can be provided based on the information available at that point. The above response times shall not apply to: (i) Feedback requests or suggestions; and (ii) Beta Releases.

- g) SQL query requests: You are entitled to request SQL queries that You would like to import into Your IT Asset Discovery Software installation, that cannot be found in Our report library, up to a maximum of 5 requests during the term of these Terms. Lansweeper shall only handle such requests if these can be executed with basic SQL techniques.

4 TERM AND TERMINATION

4.1 These Terms

These Terms shall be effective from February 8, 2022 through February 7, 2023 ("Initial Term"), unless terminated in accordance with these Terms. After the Initial Term, the parties may mutually agree to up to four (4) additional one-year renewals.

4.2 Subscription Plans

4.2.1 Free Trial

The Free Trial Plan Duration is defined in Lansweeper's sole discretion and will be communicated to You upon delivery of the license key. The Free Trial will automatically expire and not be renewed upon expiry of the Trial Plan Duration.

4.2.2 Paid Subscriptions

Unless otherwise agreed upon in the Specific Terms:

- the Paid Subscription Plan Duration is one (1) year as of provision of the license key as per article 5.5 (*Payments and taxes*) of these Terms;

4.2.3 Freeware

Freeware is offered to You for an undetermined Plan Duration and can be terminated according to the following modalities:

- You may terminate Your Freeware plan by providing us a prior written notice of thirty (30) days. Such notice can be given by sending an email to legalteam@lansweeper.com and will become effective upon Our confirmation of receipt.
- We may terminate Your Freeware plan at any time and for any reason at Our sole discretion, without liability to You.

43 Termination

Either party may terminate these terms for an uncured breach by providing the non-breaching Party written notice describing the breach. The Party receiving the notice shall have thirty (30) days (the "Cure Period") in which to cure the breach. If the breach is not cured within the Cure Period, the non-breaching Party may immediately terminate these Terms upon written notice to the breaching Party stating the effective date of termination. A material breach may include, without limitation:

- a) Licensee materially or persistently breaches any of its obligations under these Terms and, notwithstanding a written request from Lansweeper to remedy and refrain from such a breach and to prevent such a breach from occurring in the future, fails to comply with such a request;
- b) Licensee fails to comply with its payment obligations under these Terms;
- c) the Party becomes insolvent or declared bankrupt, has been dissolved or entered into liquidation, or has filed a voluntary petition for proceedings in temporary relief (or composition) of creditors, provided, however, in the latter case, that the Party has not confirmed within thirty (30) calendar days following a request to confirm that it will continue these Terms and honour all of its obligations hereunder.
- d) there is a material change in the other Party's management, business, assets or shareholdings where a competitor of the terminating Party has obtained control over the other Party, where 'control' is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity through majority ownership of voting securities or otherwise; or

Lansweeper may terminate these Terms if we cease to offer the Product or any Subscription Plan subject to a notice period of forty-five (45) calendar days to be respected by Us; or if Lansweeper's right or ability to offer the Product or Subscription Plan is restricted, suspended or terminated (whether pursuant to applicable law or core dependencies on third parties). In if termination is pursuant to this paragraph, and, if You entered into a Paid Subscription, You are entitled to receive a pro-rated refund based on the unused portion of Your Plan Duration, unless such termination happened with a prior notice of forty-five (45) calendar days prior to the expiry date of Your Paid Subscription Duration.

44 Consequences of termination

Upon the termination or expiry of these Terms and/or Your Subscription Plan, in accordance with the above provisions, at the moment of effective termination or expiration:

- a) All rights granted to You under these Terms or Subscription Plan shall cease. We reserve the right to disable the applicable license keys;
- b) You must immediately cease all activities authorized by these Terms or Subscription Plan, Licensee shall cease all use of the Product and delete, destroy, or return all copies of the Documentation and Software in its possession or control; and
- c) You must immediately pay to Us any outstanding License Fees due to Us under Your Paid Subscription.

The following provisions will survive termination: article 2.2 (*Restrictions*), article 8.1 (*IP Ownership*), article 10 (*Privacy*), article 12 (*Lansweeper limited warranty*), article 13 (*Limitation of Liability*), article 14 (*confidentiality*), article 15 (*verification and audit*) and article 16 (*miscellaneous*).

5 FEES - ORDERS - PAYMENT AND TAXES – LICENSE KEY

5.1 License Fee

You agree to pay the license fee as applicable per the Specific Terms of Your Paid Subscription ("License Fee"). All amounts are non-refundable, non-cancellable and non-creditable. In making payments, You acknowledge that You are not relying on future availability of any Product or Paid Subscription or any Product updates or feature enhancements.

Free Trial and Freeware Subscription Plans are offered free of a License Fee.

5.2 License Fee rate changes

We may change Our unit price for the Paid Subscriptions of the Product ("Unit Price") at any time. Notwithstanding the foregoing, if You have a current Paid Subscription, We may only change Our Unit Price and consequently Your License Fees upon renewal of Your Paid Subscription Plan, subject to a prior notice of forty-five (45) calendar days to be respected by Us, in the following cases: (i) if We add new or improved features to the Product; (ii) to the extent the costs of providing the Product have increased accordingly; or (iii) in response to market changes. If You do not agree to the License Fee change, You may cancel Your Paid Subscription with a prior notice of thirty (30) calendar days before expiry of Your Paid Subscription Plan Duration. Said prior notice must be given by notifying Us through the following webform available via <https://www.lansweeper.com/renew/contact/> (or any other hyperlink or communication channel provided by Us).

5.3 Orders

Paid Subscriptions for the Product can be ordered through following procedures: (i) placing an order directly through Our website; (ii) requesting an automatic quote through Our website; or (iii) requesting a custom quote from a Lansweeper sales representative.

Unless explicitly otherwise agreed upon in the Specific Terms, Lansweeper shall apply the following currencies for its License Fees, based upon the country of the Billing Contact address provided by You: United Kingdom: GBP; United States, Canada and Latin America: USD; rest of the world: EUR.

Lansweeper quotes are only valid when issued by a Lansweeper sales representative and are noncommittal and do not create any agreement between You and Lansweeper, until the quote and these Terms (which are incorporated by reference into the quote) are acknowledged and accepted by You. Quotes are only valid for a limited duration as indicated on the quote. If no such term is provided on the quote, the quote shall only be valid for thirty (30) calendar days as of the date of the quote.

Purchase orders issued by You are not binding upon Lansweeper, unless duly acknowledged and accepted by Lansweeper and following Your acceptance of these Terms. All purchase and other conditions of the Licensee, irrespective of their name or the way they are transmitted, are expressly excluded and shall be null and void. Lansweeper may refuse any purchase order which includes any Licensee's terms and conditions.

In the event Your order provides a separate Billing Contact, You remain ultimately responsible for payment of the License Fees.

5.4 Extended Scope of Use of Paid Subscription

During the Plan Duration of Your Paid Subscription, You may increase the amount of Assets or add Help Desk-Agents. In such case, you can request a quote through the following webform available via Lansweeper.com/price-quote (or any other hyperlink provided by Us). To obtain a unified Plan Duration for the extended Scope of Use, Licensee will have the following options:

- make the Plan Duration for the existing Scope of Use coterminous with the Plan Duration for the added Assets and/or Help Desk-Agents. Concretely, this implies the starting a new Plan Duration for the extended Scope of Use. In such case, the unused portion of the existing Paid Subscription will be credited from the amount due for the added Assets and/or Help Desk-Agents; or
- make the Plan Duration for the added Assets and/or Help Desk-Agents coterminous with the existing Plan Duration for the already existing Scope of Use. In such case, the License Fee for the added Assets and/or Help Desk-Agents will be calculated on a pro rata basis for the remaining duration of the existing Plan Duration.

Further, You may amend Your Scope of Use at the start of Your next Renewal Period. In such case, You must request a quote through the following webform available via Lansweeper.com/price-quote (or any other hyperlink provided by Us) at least fifteen (15) calendar days before the expiry date of Your Paid Subscription Plan Duration.

5.5 Payments and taxes

Payment term. The payment term depends on Your payment method and is detailed here below. Licensee acknowledges and agrees that invoices may be sent through electronic means.

Payment method. We offer the following payment methods, with the following corresponding payment terms:

- Credit card and online payment solutions as indicated on Our Website: real time payment.
- Wire transfer and cheques: payment term is NET sixty (60) calendar days from date of invoice.

If You pay via credit card, You will receive an email to update Your credit card details when Your credit card will expiry before expiry date of Your Paid Subscription Plan Duration. In such case, You are obliged to update Your credit card details through the hyperlink that is provided to You.

The automated email You will receive from Us prior to expiry of Your Paid Subscription, will contain a link which allows You to amend the payment method for the next Renewal Period.

Taxes. All License Fees indicated on Our website or other offers, are exclusive of VAT and any other applicable taxes. You must pay any applicable taxes and third-party fees (including, for example, telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, foreign exchange fees, foreign transaction fees, and bank charges). We are not responsible for these fees. If You are located in a different country than Us or Our e-commerce partner, Your payments will be made to a foreign entity. In the event any withholding tax (meaning any income, sales, use, gross receipts, business, occupation and other taxes and similar charges imposed by any government or other authority on Lansweeper in which Licensee is required by law to withhold or deduct on the License Fee payment to Lansweeper) is levied on the License Fees, then Licensee shall increase the sums paid to Lansweeper so the amount received by Lansweeper after the withholding tax is deducted is the full amount Lansweeper would have received if no withholding or deduction had been made. Lansweeper may apply and charge these withholding taxes back to Licensee, after Licensee has made the payment

for a Paid Subscription (gross-up) where withholding taxes were withheld by Licensee. Notwithstanding the foregoing, Licensee and Lansweeper will cooperate to avoid any withholding tax if exemptions, or a reduced treaty withholding rate, are available. If Lansweeper qualifies for a tax exemption, or a reduced treaty withholding rate, Lansweeper will provide Licensee with reasonable documentary proof. However, in the event the License Fees are charged via Our e-commerce partner, their tax provisions apply.

5.6 Delivery of license key

We will deliver the license key according to the below terms. For the avoidance of doubt, You are responsible for the installation of any Product, and You acknowledge that We have no further obligation with respect to the installation of the Product after delivery of the license key.

Free Trial

If You are entitled to receive a Free Trial version, We will deliver the license key by email to the email address that You provide to Us.

Paid Subscription

We will deliver the license key(s) by email to the Billing Contact's email address provided to Us upon placement of the initial order, after We have received the payment of the applicable License Fees for Your Paid Subscription.

The license key will give You, after installing the Product, access to the features and functionalities as included in Your Subscription Plan. In case of renewal, We will provide a new unique license key subject to the aforementioned conditions. If You choose not to renew the Paid Subscription, the license key will be disabled as of the expiry date of the current Paid Subscription Plan Duration. In case of late payment, Your license key for the Renewal Period will start retroactively on the start date of Your Renewal Period.

By way of exception to the above, the following provisions apply if You have placed a valid purchase order with Us which is duly acknowledged and accepted by Us at Our discretion:

You will first receive a temporary 30-day license key. Upon receipt of payment of the License Fees within due time, You will receive a full license key covering the remainder of the Paid Subscription Plan Duration. The foregoing applies to the delivery of the license key for both the initial term as well as the successive Renewal Periods (if any).

Freeware

If You download the Freeware version from Our Website, We will deliver the license key by email to email address You provided to Us.

5.7 Sales through Reseller

In case You purchase a Paid Subscription for the Product from a Reseller, this section applies and takes priority over any contrary provisions in these Terms.

- a) Unless otherwise determined by Reseller, the Paid Subscription Plan Duration is one (1) year as of delivery of the license key;
- b) Lansweeper can suspend or terminate Your Paid Subscription Plan if You don't pay to Reseller within the payment term as determined by Reseller;
- c) The amount paid or payable by Your Reseller to Us for Your use of the Product under these Terms, will be deemed the License Fees paid or payable to Us for purposes of calculating the liability cap under these Terms as determined in article 13 (*Limitation of liability*) of these Terms.
- d) If You are entitled to receive a refund under these Terms, then We will pay the refund to Your Reseller and Your Reseller will be responsible for paying the refund to You;
- e) The following must be established by Your Reseller:
 - Prior notice terms for cancellation of Your Paid Subscription Plan;
 - Delivery of license key; and
 - Provisions regarding order placement, payment and taxes.

For clarity purposes, Our Resellers are not authorized to:

- a) Sub-license Our Product;

- b) Modify these Terms which are applicable directly between You and Us; and
- c) Make promises or commitments on behalf of Us.

6 LANSWEEPER'S RESPONSIBILITIES

All obligations of Lansweeper under these Terms shall be considered obligations of means, meaning that Lansweeper will use reasonable efforts to obtain the results of its obligations, unless explicitly stated otherwise in these Terms or if it follows from the nature of the obligations that such obligation is an obligation of result.

Notwithstanding any other remedies provided in these Terms, Lansweeper shall have the right to suspend its obligations under these Terms, effective immediately, in case Licensee breaches any of its obligations for any reason whatsoever under these Terms, provided that Lansweeper notifies Licensee about such breach, and Licensee does not remedy such breach within thirty (30) calendar days as of notification.

Lansweeper reserves the right to make use of subcontractors for the performance of its obligations under these Terms, such as cloud providers as provided in the Data Processing Agreement attached to this Agreement.

7 LICENSEE'S RESPONSIBILITIES AND RESTRICTIONS

7.1 Documentation and requirements

You are responsible for the use of the Product according to the requirements and instructions foreseen in the Documentation. Our Knowledge Base constitutes an important part of Our Documentation and contains articles which provide advice and guidance on how to use the Product as well as requirements which need to be fulfilled by You in order for the Product to function properly.

7.2 Acceptable Use

Licensee (including its End-Users) and its Affiliates shall not, either directly or indirectly, misuse the Product. Without limiting the foregoing, Licensee (including its End-Users) and its Affiliates shall not, either directly or indirectly: (a) use the Product to provide any type of services to third parties, including, but without limitation, making the Product available in whole or in part, in any form such as through resale or commercial distribution to any person or in any other way allow third parties to exploit the Product, or incorporate the Product into another product or service; (b) provide Product credentials or other log-in information to any third party; (c) share with any third party non-public Product features or content, inaccurate information about the Product, or vulnerabilities found in the Product; (d) access the Product in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Product, or to copy any ideas, features, functions or graphics of the Product; (e) use the Product for performing competitive analyses; (f) publicly disseminate information regarding the performance of the Product; (g) interfere with Lansweeper's license key mechanism or otherwise circumvent Lansweeper's mechanisms intended to limit the license use to the applicable Scope of Use; (h) engage in web scraping or data scraping on or related to the Product, including without limitation collection of information through any software that simulates human activity or any bot or web crawler; or (i) use the Product in support of, or to further, any activities prohibited by any applicable laws (e.g., money laundering) or, even if not prohibited by law, for gambling, prostitution, alcohol, drug, pharmaceutical or healthcare businesses or services; (j) infringe the intellectual property rights, privacy or data protection rights of third parties; or (k) violate any applicable laws.

In the event that Lansweeper suspects any breach of the requirements of this section by Licensee, including without limitation by its End-Users, Lansweeper may suspend Your access to the Product with immediate effect and without advanced notice.

7.3 Compliance with Laws

In the execution of the rights and obligations as provided in this Agreement, both Parties shall comply with all applicable laws, including without limitation the Data Protection Legislation, applicable to them.

7.4 End-Users & Product access

Licensee is responsible and liable for: (a) End-Users', employees', Billings Contact's and representatives' use of the Product in accordance with these Terms, including without limitation unauthorized conduct; and (b) any use of the Product through Licensee's account, whether authorized or unauthorized.

7.5. Responsibility. You are responsible to save and hold harmless Lansweeper from all claims and liabilities (including

reasonable attorneys' fees), related to any third-party claim and as finally awarded by a competent court arising out of or related to (a) Licensee's breach of article 2 (Software License) and article 7.2 (Acceptable Use) of this Agreement; (b) Licensee's violation of the intellectual property rights vested in the Product (owned by Lansweeper and Lansweeper's licensors); (c) Licensee's violation of the laws applicable to Licensee; (d) Licensee data or business content that gave rise to the claim. Nothing herein shall be construed to waive or limit Your sovereign immunity or any other immunity from suit provided by law.

7.6 Responsible disclosure

If You discover a vulnerability in the Product, You agree not to reveal the vulnerability to third parties or the general public, except as may be required by law or contract. In such case, You shall disclose the discovered vulnerability to Us by contacting security@lansweeper.com and include information about the vulnerability that is reasonably within Your possession.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 IP Ownership

- a) You acknowledge that Lansweeper asserts that all intellectual property rights vested in the Product anywhere in the world belong to Us (and Our licensors) and You acknowledges that no intellectual property rights whatsoever vested in the Product are transmitted or in any way assigned to You, including without limitation all graphics, user interfaces, logos, and trademarks. You acknowledge that rights in the Software are licensed (not sold) to You, and that You have no rights in, or to, the Product, including Software other than the rights granted to You under these Terms.
- b) You acknowledge that You have no right to have access to the Product in source code form.

8.2 Third-party software and hardware

- a) Licensee is responsible for (i) obtaining the third-party hardware, software licenses and any other systems required to run the Product; and (ii) complying with the applicable license terms. Lansweeper has no responsibility for issues caused by third-party hardware or software not provided by Lansweeper.
- b) The Product includes free and open source software developed by third parties ("FOSS Components"), of which a list can be found in the Product itself. Notwithstanding these Terms which govern Your use of the Product, the license terms of the FOSS Components need to be respected by You.

9 BETA RELEASES

9.1 Beta Releases

We may offer You the right to use certain Beta Releases. If You choose to use Beta Releases, You acknowledge that the Beta Releases are still under development, may be inoperable or incomplete and are likely to contain bugs, errors, omissions and other problems. Beta Releases may be changed at any time without prior notice. Beta Releases are not subject to the DPA (as defined below) and You warrant to have sufficient authority to provide Us with Your Licensee Content for beta testing purposes. We do not guarantee that a Beta Release will be commercially released and made available under these Terms or otherwise. Lansweeper shall not be liable for any damages resulting from Your use of the Beta Releases. Use of Beta Releases is at Your own risk. Your use of Beta Release is only permitted for the period designated by Us. We may terminate Your right to use Beta Releases at any time and for any reason in Our sole discretion, without liability to You.

You acknowledge that by using the Beta Releases, hardware, applications, and services may be affected by Your use of the Beta Releases. Further, You understand that data from such hardware, applications or services may be incapable of being restored or recovered. We shall not be responsible for any costs, expenses or other liabilities You may incur as a result of Your testing or use of the beta services, including but not limited to any damage to any equipment, software or data, any loss of data or information arising from Your use of such Beta Releases.

9.2 Feedback

You may choose to submit comments, information, questions, data, ideas, description of processes, or other information related to the Beta Releases to Lansweeper, including sharing Your modifications or in the course of receiving Support

Services ("Feedback"). Lansweeper may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Your Confidential Information, and nothing in these Terms limits Lansweeper's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

10 PRIVACY

To the extent that Lansweeper Processes Personal Data, on behalf of the Licensee through providing the Product, and the Data Protection Legislation applies to such Processing, We shall Process such Personal Data in accordance with the provisions of Our data processing agreement ("DPA") which is located at: <https://www.lansweeper.com/terms-of-use/> (or any other hyperlink Lansweeper may provide). The DPA is hereby incorporated by reference and forms part of these Terms, without the need for further action.

Further, in such case, We shall Process such Personal Data in accordance with Our Privacy Policy which is located at <https://www.lansweeper.com/privacy-policy/> (or any other link Lansweeper may provide). You shall be responsible for providing Our Privacy Policy to Your Data Subjects of whom their Personal Data is Processed by Your use of the Product.

Notwithstanding the foregoing, Licensee recognizes that it is responsible for being transparent towards its End-Users and any other Data Subjects from whom it Processes Personal Data in the capacity of Controller, and that it should provide relevant privacy policies and make such available to End-Users as may be required by Data Protection Legislation. Further, Licensee shall be responsible for relying upon a lawful ground for the Processing of such Personal Data.

11 LICENSEE CONTENT

11.1 Licensee Content Ownership

The Licensee (or its licensors in the event applicable) shall be the sole and exclusive owner of all (rights related to the) Licensee Content including any modification of such Licensee Content, including Aggregate Data.

11.2 Data Accuracy

Lansweeper will have no responsibility or liability for the accuracy of data uploaded to the Product by Licensee, including without limitation Licensee Content and any other data uploaded by End-Users.

11.3 Aggregate Data and Installation Metadata

Licensee acknowledges and agrees that Lansweeper may (i) aggregate Licensee Content, from Your Lansweeper Installation into Aggregate Data, and (ii) extract Installation Metadata.

Licensee hereby grants Lansweeper a non-exclusive, royalty-free, perpetual, worldwide, sublicensable, transferable, license to use, reproduce, sell, publicize, or otherwise exploit: (i) Aggregate Data and; and (ii) Installation Metadata, in any way, at Lansweeper's sole discretion, including without limitation to provide You with Product features as per Your Subscription Plan, such as metrics and notifications, and to verify Your license compliance. Notwithstanding the foregoing, where Aggregate Data relates to a specific Licensee and allows for identification of that Licensee, such Aggregate Data shall only be used for internal Lansweeper purposes.

Specifically, regarding the Aggregate Data, Licensee has the option to configure its Lansweeper Installation as to disallow Lansweeper to retrieve Aggregate Data from Licensee's Lansweeper Installation. In such case, Lansweeper shall not collect Aggregate Data. For the sake of clarity, Licensee hereby accepts and agrees that it is Licensee's responsibility to disable the collection of Aggregate Data through the configuration settings.

11.4 Device Fingerprint

By using certain Product features and functionalities as per Licensee's Scope of Use, Licensee acknowledges and agrees to the following:

- Device Fingerprints are transmitted to Lansweeper, provided that Licensee, at its own responsibility, has the option to configure its Lansweeper Installation as to disallow such transmission of Device Fingerprints (in which case Licensee shall not be able to use and benefit from those features and functionalities).
- Licensee grants to Lansweeper a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license

to (i) use Licensee's Device Fingerprints to provide and improve certain Product features and functionalities (including without limitation, to provide credential-free device recognition functionality), and (ii) aggregate

Device Fingerprints into Aggregate Data for which Lansweeper obtains the license rights as provided in article 11.3, paragraph 2 above.

12 LANSWEEPER LIMITED WARRANTY

12.1 Antivirus warranty

Lansweeper will use commercially reasonable efforts, using the then-current versions of commercially available antivirus software, to ensure that the IT Asset Discovery Software and LsAgent contains no harmful code. In case Lansweeper would breach the foregoing warranty, Lansweeper will repair the impacted part of the IT Asset Discovery Software and/or LsAgent, as Licensee's sole and exclusive remedy.

12.2 Disclaimer

Except as set forth above (*antivirus warranty*) and to the maximum extent permitted by law, the Product is provided "as is". We and Our licensors expressly disclaim all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory. Without prejudice to the foregoing, You acknowledge that the Product is not personalized or customized to fit Your particular needs, and that any conclusions and decisions taken on the basis of the information generated by Your use of the Product is Your full responsibility. To the fullest extent permitted by applicable law and except when expressly set out otherwise under these Terms, You bear all risk arising out of the performance and use of the Product and Documentation and We expressly disclaim any representation, condition and warranty, whether express, implied, or statutory, including without limitation, and any warranties of title, non-infringement, non-interference and quiet enjoyment, system integration, merchantability, fitness for a particular purpose and data accuracy.

To the maximum extent permitted by applicable law there is no warranty that the Product will be error-free, that access will be continuous or uninterrupted, that any information provided or used with the Product will be secure, accurate, complete or timely, or that any content will be preserved or maintained without loss. To the maximum extent permitted by applicable law, We shall not be liable for any product failures or other problems inherent in use of the internet and electronic communications or other systems outside Our reasonable control. You may have other statutory rights; however, the duration of statutorily required warranties, if any, will be limited to the maximum extent permitted by law. To the maximum extent permitted by applicable law there is no warranty that the Product is secure from hacking or other unauthorized intrusion or that licensee content will remain private or secure. Without limiting the generality of the foregoing, Lansweeper has no obligation to indemnify or defend Licensee against claims related to infringement of intellectual property rights.

12.3 Information security

Licensee expressly acknowledges that the Product itself is no firewall, antivirus, VPN, 'password manager', a SCAP compliant tool, or other product that may be used to enhance its information security. Licensee is solely responsible for maintaining its information security systems, to prevent unauthorized access to its network, computers, and applications.

13 LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law and except where expressly set out under these Terms, You or any third party cannot recover any consequential, incidental, indirect, special, punitive, pecuniary, loss of profit, business interruption, loss of business information or other damages from Lansweeper.

Except for liability arising under Lansweeper's indemnification obligations, or from Lansweeper's willful misconduct, or violation of the laws applicable to Lansweeper, Lansweeper's total aggregate liability shall be limited to the prorated total License Fees paid to Us during the 12-month period preceding the date upon which the claim first arose.

This article will survive and apply even if any limited remedy in these Terms is found to have failed of its essential purpose.

14 CONFIDENTIALITY

In connection with access to the Product, You may receive access to Our confidential or proprietary information ("Confidential Information"). Confidential Information includes the Product, all non-public elements of the Product, Beta

Releases, and any performance information regarding the Product. Confidential Information excludes information that a) is generally and legitimately available to the public through no fault or breach of Yours, (b) is generally made available to the public by Us, (c) is independently developed by You without the use of any Confidential Information, (d) was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or (e) any third party software and/or documentation provided to You by Us and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation. You will (a) use a reasonable degree of care to protect all Confidential Information, (b) not use Confidential Information except in support of its authorized use of the Product and (c) not disclose Confidential Information except to employees and agents with a legitimate need to know and who have agreed in writing to keep it confidential. You may also disclose Confidential Information to the extent required by law after reasonable notice to Us and cooperation to obtain confidential treatment. Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and We may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect Our Confidential Information.

15 VERIFICATION AND AUDIT

We have the right to verify Your usage of the Product based upon the retrieved Installation Metadata. In addition thereto, We have the right to audit Your compliance with these Terms, provided that: (i) We Provide You with a ten (10) day prior written notice; (ii) such audit is conducted during normal business hours and occurs no more than once in a twelve (12) month period; and (iii) We use Our reasonable endeavours to minimize the impact on Your business operations. In connection with such verification, We shall have access to all requested documents, equipment, information and personnel which are reasonably required in order to verify Your compliance with these Terms. In case We would have access to confidential information during such audit, then We will not use or disclose, in whole or in part, said information, except to agents or employees who require access and who are bound by appropriate confidentiality obligations. You shall reasonably maintain the data which provides details on Your installation of the Software and this for a period of at least one year following Your cessation of the use of the Product.

If such verification or audit would reveal excessive use (outside Your Scope of Use), We have the right to invoice You for the identified (prior) unlicensed use of the Product during Your Subscription Plan Duration. Concretely, in such case, You will be invoiced for the amount of Assets scanned in excess of Your Scope of Use at Our then applicable Unit Price, which is due immediately upon receipt of invoice. Further, You acknowledge and agree that the latest identified amount of Assets will be considered for determining the License Fee due for the next Renewal Period of Your Paid Subscription Plan (if applicable).

16 INDEMNIFICATION AND INSURANCE

16.1 Indemnification

IP infringement Indemnity. If any Product or Product component is alleged to infringe upon any copyright, patent, trademark, trade secret, or other intellectual property right of a third party, Lansweeper will, at its option, either (i) modify such Product or Product component so as to avoid the infringement or alleged infringement, (ii) obtain a license permitting Licensee's use of such Product or Product component to continue unimpeded, or (iii) reimburse Licensee for the reasonable expense incurred by it to modify or replace such Product or Product component to avoid the infringement or alleged infringement. If the foregoing actions are insufficient to avoid the commencement of a legal action against Licensee, Lansweeper shall indemnify and hold harmless Licensee from and against any claims and liabilities (including reasonable attorneys' fees) related to any third-party claim and as finally awarded by a competent court arising out of or related to Lansweeper's violation of a third party's intellectual property rights, provided that Licensee gives Lansweeper prompt written notice of such claim, authority to defend or settle the claim and reasonable assistance in defending the claim. This indemnification obligation shall not apply if the Infringement claim results from (i) unauthorized use of the Software by Licensee or its End-Users according to the Documentation and this Agreement, (ii) modifications to the Software made by Licensee without Licensor's approval, (iii) failure to incorporate the latest updates of the Software; or (iv) the combination of the Software in conjunction with hardware or software not provided and/or not authorized by Lansweeper.

Lansweeper's above indemnification obligation is subject to the conditions that Licensee provides Lansweeper with: (a) prompt written notice of the Claim, but, Licensee's delay in providing such notice will relieve Lansweeper of its obligations only if and to the extent that such delay or failure prejudices Lansweeper's ability to defend such lawsuit or claim. (b) reasonable assistance in the defense and investigation of the Claim, including providing Lansweeper a copy of the Claim, all relevant evidence in Licensee's possession; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the Claim, provided that Lansweeper may not settle the claim or suit absent the written consent of Licensee unless such settlement (a) includes a release of all claims pending against Licensee, (b) contains no admission of liability or wrongdoing by Licensee, and (c) imposes no obligations upon Licensee other than an obligation to stop using the Software.

16.2 Insurance

Lansweeper agrees to provide insurance set forth in accordance with the requirements herein. Without in anyway affecting any indemnity obligations provided and in addition thereto, Lansweeper shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

- Worker's compensation and employer's liability insurance (whichever is applicable) in full compliance with the applicable laws of the states and/or countries in which any portion of the services is performed. The limits of liability of workers' compensation shall not be less than the limits required by applicable laws.
- Commercial/General Liability Insurance – Lansweeper shall carry General Liability Insurance covering all operations performed by or on behalf of Lansweeper providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence.
- Professional liability, product liability and cyber liability: 2,500,000 million EUR per occurrence and in the aggregate per Lansweeper's policy period.

16.3 Policies Primary and Non-Contributory.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Licensee.

16.4 Proof of Coverage.

Lansweeper shall furnish Certificates of Insurance to Licensee Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder. Lansweeper shall maintain such insurance from the time Lansweeper commences performance of services hereunder until the completion of such services.

16.5 Acceptability of Insurance Carrier.

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

17 MISCELLANEOUS

17.1 Communication

- Unless provided otherwise in these Terms, You may send notices to Us at following address: Lansweeper NV, at Zeelsebaan 83Z, 9200 Dendermonde, Belgium or by e-mail via legalteam@lansweeper.com. Notices will be deemed received after Our confirmation of receipt by Lansweeper via email.
- Unless provided otherwise in these Terms, If We must contact You or give You notice in writing, We will do so by facsimile or postal mail to the Licensee or Billing Contact address provided by You to Us.
- All communications and notices to be made or given pursuant to these Terms, shall be in the English language.

17.2 Choice of governing law and jurisdiction

These Terms are exclusively governed by the laws of the State of New York without regard to its conflicts of laws rules or principles. In the event of any controversy, You agree to first try to resolve the dispute informally with us. In the event of failure, only the competent courts of State of New York. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to these Terms or to any dispute or transaction arising out of these Terms. In the event of any claim, dispute, or controversy, including all tort claims (a "Dispute") relating to or in connection with this Agreement, the Parties will first discuss the Dispute with senior management of each company in good faith in an attempt to resolve the Dispute before bringing the Dispute before a court. Only if the Dispute has not been resolved by the Parties within ninety (90) days of one Party giving written notice to the other Party of the Dispute, such Dispute shall be finally settled according to the laws and the competent court of New York which shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.

17.3 Unforeseeable circumstances

No delay, failure, or default, other than a failure to pay License Fees when due, will constitute a breach of these Terms in case of Force Majeure. The duty to perform obligations affected by Force Majeure, are suspended for the duration of the Force Majeure. The parties will take reasonable measures to limit the effects of the Force Majeure event. In case the

duration of the Force Majeure exceeds two (2) months, the other party shall have the right to terminate these Terms and/or Subscription Plan.

17.4 Entire Agreement

These Terms, together with its incorporated agreements (i.e. Specific Terms and DPA), constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede and replace all prior agreements or understandings, whether written or oral, with respect to the same subject matter.

In case of a conflict between this Agreement and its incorporated agreements, the terms of the incorporated agreements shall rule, unless explicitly indicated otherwise.

No legal terms submitted by You to us, either stand-alone or incorporated into other documentation such as e.g. a purchase order, will supersede or supplement these Terms and will therefore have no legal effect.

17.5 Languages & Translations

These Terms are in English language only, which language shall be controlling in all respects. Other language versions, if provided, shall be for Your convenience only and shall not be binding, if there is a discrepancy between any translation of these Terms and these Terms, these Terms shall prevail.

17.6 Severability

Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect and the provision declared to be unlawful or unenforceable will be considered as automatically replaced by a similar provision that is lawful and enforceable.

17.7 Amendments

- a) Except where explicitly provided otherwise herein, We may update or modify these Terms from time to time, including incorporated agreements (i.e. Specific Terms and DPA), for following reasons (i) applicable law, including, but not limited to, a change of such law advice or order based on applicable law; (ii) changes to the Product; (iii) technical reasons; (iv) operational requirements; or (v) changes that are advantageous to You.
- b) If a revision meaningfully reduces Your rights, We will use reasonable efforts to notify You (by, for example sending an email to the Licensee, posting on Our blog or in the Product itself). You must notify Us within fifteen (15) calendar days of Our notice of the modifications that You do not agree with such changes, and We (at Our option and as Your exclusive remedy) may either: (i) permit You to continue under the prior version of these Terms until Your next Paid Subscription (after which the modified Terms will apply) or (ii) allow You to terminate these Terms and receive a pro-rated refund based on the unused portion of Your Plan Duration.
- c) Upon any changes to these Terms, You may be required to click to agree to the modified Terms in order to continue using the Product, and in any event continued use of the Product after the modifications take effect constitutes Your acceptance of the modifications.
- d) Freeware and Free Trial users need to accept the updated Terms as well to continue using the Freeware or Free Trial Product. For the avoidance of doubt, any purchase is subject to the version of the Terms in effect at the time of the purchase.

17.8 Publicity rights

We may identify You as Lansweeper user in Our promotional materials. You may request that We stop doing so by submitting an email to legalteam@lansweeper.com at any time.

17.9 Transfer

- a) We reserve the right to transfer Our rights and obligations under these Terms to another organization, but this will not affect Your rights or our obligations under these Terms.
- b) You may only transfer Your rights and obligations under these Terms to another person upon written agreement from Us. As an exception to the foregoing, You may transfer Your rights and obligations under these Terms in its entirety (including all Subscription Plans) to (i) Your successor resulting from a merger, acquisition or sale of all or substantially all of Your business assets, or (ii) Your Affiliates (hereafter: "Assignment"), provided that: (a) Your successor is not a competitor of Lansweeper (in which case the Assignment cannot take effect), (b) You provide us with prompt written notice prior to such Assignment, (c) the successor agrees in writing to assume all of the

obligations under these Terms, and (d) the Lansweeper Instance is deleted from the original host immediately upon effective date of the Assignment and confirmed by a formal notification to Us.

17.10 Waiver

If a Party fails to insist that the other Party performs any of its obligations under these Terms, or if a Party does not enforce its rights against the other Party, or if a Party delays in doing so, that will not mean that this Party has waived its rights against the other Party and will not mean that this Party does not have to comply with those obligations. If a Party does waive a default by the other Party, this Party will only do so in writing, and that will not mean that this Party will automatically waive any other later default by the other Party.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County and Lansweeper have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

FEB 08 2022

Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

By



Deputy

LANSWEEPER NV

By

► *David Frignoca*

(Authorized signature - sign in blue ink)

Name David Frignoca

Title Chief Sales Officer

Dated: Jan 26, 2022
Zeelsebaan (GRE) 83/Z

Address B-9200 Dendermonde, Belgium

Arrowhead County Agreement with Lansweeper

Final Audit Report

2022-01-26

Created:	2022-01-26
By:	Kelly O'Shieles (kelly.oshieles@Lansweeper.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfX9Dt5ikVPKParulkO_6aerRMKr4KKCc

"Arrowhead County Agreement with Lansweeper" History

-  Document created by Kelly O'Shieles (kelly.oshieles@Lansweeper.com)
2022-01-26 - 1:04:52 AM GMT
-  Document emailed to David Frignoca (david.frignoca@lansweeper.com) for signature
2022-01-26 - 1:06:33 AM GMT
-  Email viewed by David Frignoca (david.frignoca@lansweeper.com)
2022-01-26 - 6:58:04 PM GMT
-  Document e-signed by David Frignoca (david.frignoca@lansweeper.com)
Signature Date: 2022-01-26 - 6:58:15 PM GMT - Time Source: server
-  Agreement completed.
2022-01-26 - 6:58:15 PM GMT