

Latest version: January 4, 2022 Version 1.4

## 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 the Lansweeper entity noted below ("**Lansweeper**" or "**Licenser**") and you or the entity you represent (the "**Licensee**"). These Terms are filed and accessible via Lansweeper's website.

If Licensee is incorporated or has its primary place of business anywhere in the world except for the United States and any US territory, the Lansweeper entity from which you will be purchasing from is 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.

If Licensee is incorporated in or has its primary place of business in any location within in the United States or any US territory, including American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, or the U.S. Virgin Islands, you will be purchasing from Lansweeper, Inc., with offices at 11044 Research Blvd, Suite 500, Austin, TX 78759, and any Lansweeper Affiliate.

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 Licensee 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), Licensee indicates that Licensee has read, understood, and agree to be legally bound by these Terms.

Lansweeper NV and Lansweeper, Inc. are referred to in these Terms as "Lansweeper" except as set forth below.

These Terms are only applicable to and can only be validly entered into by businesses. If you are agreeing to these Terms for use of the Product by the legal entity which you are acting for (e.g. in the capacity as employee or independent contractor), you agree on behalf of that legal entity which will be bound by these Terms. In such case, you warrant and represent that you have the authority to validly bind that legal entity to these Terms, and that "Licensee" will be interpreted as being your employer or said legal entity who will be bound to these Terms.

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](mailto: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 Licensee's 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 Licensee's 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 Licensee.
- "**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 Licensee 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 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.
  
- **"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 Lansweeper, including without limitation on Lansweeper's [Knowledge Base](#) and other technical or functional documentation that Lansweeper provides to Licensee 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 Licensee's 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 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 Licensee's Subscription Plan, and (iii) a single Local Web Console; excluding any LsAgent installation.
  
- **"Legacy Subscription Plan"**; Means Paid Subscriptions that are no longer available on Lansweeper's 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 Licensee's 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 Licensee's 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 Licensee's 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

Lansweeper's 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, Licensee's permitted scope of use of the Product ("**Scope of Use**") depends on Licensee's 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 Licensee's 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 Licensee when Licensee orders the Product, specifically on Lansweeper's [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 Licensee under Licensee's (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 Licensee for a specific Scope of Use as designated by Licensor ("**Free Trial**"). Licensee may use the Free Trials plan solely to determine whether to purchase a Paid Subscription.

Upon expiry of Licensee's 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 Licensee 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 Licensee's 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, Lansweeper 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 Licensee's use of the Product is governed by a Legacy Subscription Plan, Licensee 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 Licensee 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. Lansweeper may change said Scope of Use at Lansweeper's sole discretion, by publishing the updated Scope of Use on Lansweeper's [Pricing Page](#). Licensee understands and agrees that Freeware does not include Support Services and fixes.

If Licensee 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 Licensee's 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 Licensee's internal business purposes on compatible devices and in accordance with the Documentation;
- b) deploy a single Lansweeper Installation on Licensee's 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 Licensee complies 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 Licensor 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, Licensee 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 Licensee has 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 unauthorized access thereto;
- e) to include Lansweeper's copyright notice on all entire and partial copies Licensee makes of the IT Asset Discovery Software on any medium;
- f) to comply with all applicable technology control or export laws and regulations as may be applicable for Licensee and with respect to Licensee's use of the Product;
- g) to only run a single Lansweeper Instance, unless for such purposes explicitly allowed herein;
- h) 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 Licensee via the articles in Lansweeper's 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 Lansweeper shall employ reasonable efforts to resolving Licensee's Valid Support Requests (as detailed below) related to the Lansweeper Product (subject to Licensee's compliance with the requirements, assumptions, and instructions as set forth in these Terms, which incorporate by reference Lansweeper's Documentation including the Knowledge Base), and shall entail reasonable advice and guidance concerning the use of the Product, and troubleshooting of the Product allowing Licensor to resolve the issue, either by providing Licensee with the possible steps to resolve the issue, or undertaking the necessary measures on Lansweeper's end and informing Licensee 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: Lansweeper provides 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. Lansweeper provides Support Services Monday through Friday, from 02:00 AM till 5:00 PM Central Standard Time (CST) (hereinafter: "**Business Hours**"); including during public holidays (worldwide), except for Christmas- and New Year's Day (hereinafter: ("**Service Time**"). Central Daylight Time (CDT) will be used during spring to summer months.

c) Requirements and exclusions: Lansweeper will only provide the Support Services when: (i) Licensee's Lansweeper Installation and, if applicable, Licensee's LsAgent installation is updated to the latest version; (ii) Licensee did not make any modifications to Licensee's Lansweeper Installation, where "modifications" mean: changes or additions that are not entailed in Lansweeper's Documentation or that are made outside of the Product's configuration settings; (iii) Licensee uses the Product in accordance with these Terms (including Documentation) (iv) Lansweeper 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 Lansweeper's Knowledge Base has been exhausted. Further, Lansweeper does not provide Support Services in relation to Licensee's "custom actions" and "automated software deployment" as defined and described in Lansweeper's 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 Support Request**".

- d) Cooperation: Licensee shall cooperate with Licensor in the performance of the Support Services by providing reliable, accurate, and complete information regarding Licensee's Valid Support Request, and Licensee recognize that the delivery and the quality of the Support Services depend thereon. If Licensee do not provide us with such information as reasonably requested by Lansweeper, Lansweeper might not be able to assist Licensee with the resolution of Licensee's Valid Support Request. In such a case, Lansweeper reserves the right to close Licensee's 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 Licensee's 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, Licensee are allowed to give an indication of the severity level Licensee deems applicable to Licensee's Valid Support Request, which may be taken into account by Licensor when Lansweeper determines the severity level of Licensee's Valid Support Request. By way of example, please refer to Lansweeper's [Support Page](#) where Licensee 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 Licensor but Lansweeper does not warrant any response times.

Confirmation of receipt: the response time starts to run, during Service Time, as from the moment that Licensee receives an automated confirmation of receipt email from Lansweeper. Said automated email will entail: (i) first guidance on how to possibly resolve the issue; and (ii) an overview of the additional information Licensee may submit to Licensor to facilitate the resolution of Licensee's 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 Licensee 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: Licensee is entitled to request SQL queries that Licensee would like to import into Licensee's IT Asset Discovery Software installation, that cannot be found in Lansweeper's [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 in force on the Order date or the date of Licensee's acceptance as detailed in the heading of these Terms (whichever comes first), and are in effect as long as an existing Subscription Plan is in place, unless terminated in accordance with these Terms.

## 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 Licensee 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;
- the Paid Subscription will automatically renew for successive periods of one (1) year (irrespective of the initial Plan Duration) unless Licensee provides Lansweeper with a notice of its intent not to renew in accordance with the below modalities.

Unless otherwise agreed upon in the Specific Terms, the Paid Subscription shall automatically renew for successive periods of one (1) year ("**Renewal Period**") unless cancelled by Licensee with a prior notice of thirty (30) calendar days before expiry of Licensee's Paid Subscription Plan Duration. Said prior notice must be given by notifying Licensor through the following webform available via <https://www.lansweeper.com/renew/contact/> (or any other hyperlink or communication channel provided by Lansweeper).

### 4.2.3 Freeware

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

- Licensee may terminate Licensee's Freeware plan by providing Licensor a prior written notice of thirty (30) days. Such notice can be given by sending an email to [legalteam@lansweeper.com](mailto:legalteam@lansweeper.com) and will become effective upon Lansweeper's confirmation of receipt.
- Lansweeper may terminate Licensee's Freeware plan at any time and for any reason at Lansweeper's sole discretion, without liability to Licensee.

## 4.3 Termination for cause

Lansweeper has the right to terminate or suspend, at its sole option, these Terms and/or Licensee's Subscription Plan, effective immediately, at any time and without prior notice or termination compensation, by providing notice to Licensee in the event:

- 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 fact that Licensee has become 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 Licensee has not confirmed within thirty (30) calendar days following a request by Lansweeper to that effect, that it will continue these Terms and honour all of its obligations hereunder;
- d) there is a material change in the Licensee's management, business, assets or shareholdings where a competitor of Lansweeper has obtained control over Licensee, 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
- e) Lansweeper ceases to offer the Product or any Subscription Plan subject to a notice period of forty-five (45) calendar days to be respected by Lansweeper; 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 the latter case of point e), if Licensee entered into a Paid Subscription, Licensee is entitled to receive a pro-rated refund based on the unused portion of Licensee Plan Duration, unless such termination happened with a prior notice of forty-five (45) calendar days prior to the expiry date of Licensee's Paid Subscription Duration.

#### 4.4 Consequences of termination

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

- a) All rights granted to Licensee under these Terms or Subscription Plan shall cease. Lansweeper reserves the right to disable the applicable license keys;
- b) Licensee 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) Licensee must immediately pay to Licenser any outstanding License Fees due to Licenser under Licensee's 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

Licensee agrees to pay the license fee as applicable per the Specific Terms of Licensee's Paid Subscription ("**License Fee**"). All amounts are non-refundable, non-cancellable and non-creditable. In making payments, Licensee acknowledges that Licensee is 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

Lansweeper may change Lansweeper's unit price for the Paid Subscriptions of the Product ("**Unit Price**") at any time. Notwithstanding the foregoing, if Licensee has a current Paid Subscription, Lansweeper may only change Lansweeper's Unit Price and consequently Licensee License Fees upon renewal of Licensee's Paid Subscription Plan, subject to a prior notice of forty-five (45) calendar days to be respected by Lansweeper, in the following cases: (i) if Lansweeper adds 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 Licensee does not agree to the License Fee change, Licensee may cancel Licensee's Paid Subscription with a prior notice of thirty (30) calendar days before expiry of Licensee's Paid Subscription Plan Duration. Said prior notice must be given by notifying Licenser through the following webform available via <https://www.lansweeper.com/renew/contact/> (or any other hyperlink or communication channel provided by Lansweeper).

#### 5.3 Orders

Paid Subscriptions for the Product can be ordered through following procedures: (i) placing an order directly through Lansweeper's website; (ii) requesting an automatic quote through Lansweeper's 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 Licensee: 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 Licensee and Lansweeper, until the quote and these Terms (which are incorporated by reference into the quote) are acknowledged and accepted by Licensee. 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 Licensee are not binding upon Lansweeper, unless duly acknowledged and accepted by Lansweeper and following Licensee's 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 Licensee's order provides a separate Billing Contact, Licensee remains ultimately responsible for payment of the License Fees.

#### 5.4 Extended Scope of Use of Paid Subscription

During the Plan Duration of Licensee's Paid Subscription, Licensee may increase the amount of Assets or add Help Desk-Agents. In such case, Licensee can request a quote through the following webform available via [Lansweeper.com/price-quote](https://lansweeper.com/price-quote) (or any other hyperlink provided by Lansweeper). 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, Licensee may amend Licensee's Scope of Use at the start of Licensee's next Renewal Period. In such case, Licensee must request a quote through the following webform available via [Lansweeper.com/price-quote](https://lansweeper.com/price-quote) (or any other hyperlink provided by Lansweeper) at least fifteen (15) calendar days before the expiry date of Licensee's Paid Subscription Plan Duration.

#### 5.5 Payments and taxes

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

Payment method. Lansweeper offers the following payment methods, with the following corresponding payment terms:

- Credit card and online payment solutions as indicated on Lansweeper's Website: real time payment.
- Wire transfer and cheques: payment term is NET thirty (30) calendar days from date of invoice.

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

The automated email Licensee will receive from Licensor prior to expiry of Licensee's Paid Subscription, will contain a link which allows Licensee to amend the payment method for the next Renewal Period.

Late payment. From the due date, the invoice shall automatically and without notice accrue an interest of 1% for every month commenced of the due invoiced amount. Additionally, a flat-rate indemnity of 10% of the invoice amount is due, with a minimum of 250,- EUR, which shall be payable automatically and without notice, notwithstanding Lansweeper's right to claim for a higher indemnity, subject to reasonable proof provided by Lansweeper of higher incurred damages. Lansweeper is at all times entitled to recover the accrued recovery costs arising from late payment by Licensee. In the case of non-payment of an invoice on the due date, all unexpired claims on the Licensee resulting from any agreement between Lansweeper and Licensee become due, automatically and without notice. If instalments of payment are made or bills of exchange are signed, either subject to these Terms or in another agreement between Lansweeper and Licensee, then all amounts owed by become due, automatically and without notice. However, in the event the payments are charged via Lansweeper's e-commerce partner, their terms of payment apply.

Taxes. All License Fees indicated on Lansweeper's website or other offers, are exclusive of VAT and any other applicable taxes. Licensee 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). Lansweeper is not responsible for these fees. If Licensee is located in a different country than Licensor or Lansweeper's e-commerce partner, Licensee's 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 Lansweeper's e-commerce partner, their tax provisions apply.

## 5.6 Delivery of license key

Lansweeper will deliver the license key according to the below terms. For the avoidance of doubt, Licensee is responsible for the installation of any Product, and Licensee acknowledges that Lansweeper has no further obligation with respect to the installation of the Product after delivery of the license key.

### *Free Trial*

If Licensee is entitled to receive a Free Trial version, Lansweeper will deliver the license key by email to the email address that Licensee provides to Lansweeper.

### *Paid Subscription*

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

The license key will give Licensee, after installing the Product, access to the features and functionalities as included in Licensee's Subscription Plan. In case of renewal, Lansweeper will provide a new unique license key subject to the aforementioned conditions. If Licensee 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, Licensee's license key for the Renewal Period will start retroactively on the start date of Licensee's Renewal Period.

By way of exception to the above, the following provisions apply if Licensee has placed a valid purchase order with Licensor which is duly acknowledged and accepted by Licensor at its discretion:

Licensee will first receive a temporary 30-day license key. Upon receipt of payment of the License Fees within due time, Licensee 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 Licensee downloads the Freeware version from Lansweeper's Website, Lansweeper will deliver the license key by email to email address Licensee provided to Lansweeper.

## 5.7 Sales through Reseller

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

- a) If Licensee's current Reseller is no longer authorized to resell Lansweeper's Product, Licensee has the obligation to continue purchasing via another Reseller or purchase directly from Lansweeper;
- b) Unless otherwise determined by Reseller, the Paid Subscription Plan Duration is one (1) year as of delivery of the license key, automatically renewed for successive periods of one (1) year;
- c) Lansweeper can suspend or terminate Licensee's Paid Subscription Plan if Licensee doesn't pay to Reseller within the payment term as determined by Reseller;

- d) The amount paid or payable by Licensee's Reseller to Licensor for Licensee's use of the Product under these Terms, will be deemed the License Fees paid or payable to Licensor for purposes of calculating the liability cap under these Terms as determined in article 13 (*Limitation of liability*) of these Terms.
- e) If Licensee are entitled to receive a refund under these Terms, then Lansweeper will pay the refund to Licensee's Reseller and Licensee's Reseller will be responsible for paying the refund to Licensee;
- f) The following must be established by Licensee's Reseller:
  - Prior notice terms for cancellation of Licensee's Paid Subscription Plan;
  - Delivery of license key; and
  - Provisions regarding order placement, payment and taxes.

For clarity purposes, Lansweeper's Resellers are not authorized to:

- a) Sub-license Lansweeper's Product;
- b) Modify these Terms which are applicable directly between Licensee and Licensor; and
- c) Make promises or commitments on behalf of Lansweeper.

## 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 ten (10) calendar days as of notification.

Lansweeper reserves the right to make use of subcontractors for the performance of its obligations under these Terms.

## 7 LICENSEE'S RESPONSIBILITIES AND RESTRICTIONS

### 7.1 Documentation and requirements

Licensee is responsible for the use of the Product according to the requirements and instructions foreseen in the Documentation. Lansweeper's Knowledge Base constitutes an important part of Lansweeper's 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 Licensee 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 Licensee's 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 Indemnification

Licensee will indemnify Lansweeper and Lansweeper's subsidiaries, Affiliates, officers, agents, employees, partners, distributors and licensors from any claim, demand, loss, or damage, including reasonable attorneys' fees, arising out of or related to use of the Product, or violation of these Terms.

### 7.6 Responsible disclosure

If Licensee would have discovered a vulnerability in the Product, Licensee accepts and agrees not to reveal the vulnerability to third parties or the general public. In such case, Licensee shall disclose the discovered vulnerability to Licensor by contacting [security@lansweeper.com](mailto:security@lansweeper.com) and include a proof of concept, the list of tools used (including versions), and the output of the tools. If Licensee complies with the foregoing, We will not take any legal action against Licensee in regard to the vulnerabilities Licensee disclosed to Lansweeper.

## 8 INTELLECTUAL PROPERTY RIGHTS

### 8.1 IP Ownership

- a) Licensee acknowledges that all intellectual property rights vested in the Product anywhere in the world belong to Licensor (and Lansweeper's licensors) and no intellectual property rights whatsoever vested in the Product are transmitted or in any way assigned to Licensee, including without limitation all graphics, user interfaces, logos, and trademarks. Licensee acknowledges that rights in the Software are licensed (not sold) to Licensee, and that Licensee has no rights in, or to, the Product, including Software other than the rights granted to Licensee under these Terms.
- b) Licensee acknowledge that Licensee has 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 Licensee's use of the Product, the license terms of the FOSS Components need to be respected by Licensee.

## 9 BETA RELEASES

### 9.1 Beta Releases

Lansweeper may offer Licensee the right to use certain [Beta Releases](#). If Licensee chooses to use Beta Releases, Licensee 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 Licensee warrant to have sufficient authority to provide Licensor with Licensee's Content for beta testing purposes. Lansweeper does 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 Licensee's use of the Beta Releases. Use of Beta Releases is at Licensee's own risk. Licensee's use of Beta Release is only permitted for the period designated by Lansweeper. Lansweeper may terminate Licensee's right to use Beta Releases at any time and for any reason in Lansweeper's sole discretion, without liability to Licensee.

Licensee acknowledges that by using the Beta Releases, hardware, applications, and services may be affected by Licensees use of the Beta Releases. Further, Licensee understands that data from such hardware, applications or services may be incapable of being restored or recovered. Lansweeper shall not be responsible for any costs, expenses or other liabilities Licensee may incur as a result of Licensee's 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 Licensor's use of such Beta Releases.

## 9.2 Feedback

Licensee may choose to submit comments, information, questions, data, ideas, description of processes, or other information related to the Beta Releases to Lansweeper, including sharing Licensee's 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 Licensee's 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, Lansweeper shall Process such Personal Data in accordance with the provisions of Lansweeper's 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, Lansweeper shall Process such Personal Data in accordance with Lansweeper's Privacy Policy which is located at <https://www.lansweeper.com/privacy-policy/> (or any other link Lansweeper may provide). Licensee shall be responsible for providing Lansweeper's Privacy Policy to Licensee's Data Subjects of whom their Personal Data is Processed by Licensee's 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 Licensee's 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 Licensee with Product features as per Licensee's Subscription Plan, such as metrics and notifications, and to verify Licensee's 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". Lansweeper and Lansweeper's 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, Licensee acknowledge that the Product is not personalized or customized to fit Licensee's particular needs, and that any conclusions and decisions taken on the basis of the information generated by Licensee's use of the Product is Licensee's full responsibility. To the fullest extent permitted by applicable law and except when expressly set out otherwise under these Terms, Licensee bears all risk arising out of the performance and use of the Product and Documentation and Lansweeper expressly disclaims 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, Lansweeper shall not be liable for any product failures or other problems inherent in use of the internet and electronic communications or other systems outside Lansweeper's reasonable control. Licensee 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, Licensee 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.

In any event, Lansweeper's total aggregate liability shall be limited to the greater of (a) the prorated License Fees paid to Licensors during the 12-month period preceding the date upon which the first claim arose; or (b) one (1) hundred euros (EUR 100).

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, Licensee may receive access to Lansweeper's 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 by Licensee, (b) is generally made available to the public by Lansweeper, (c) is independently developed by Licensee 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 Licensee without limitation, or (e) any third party software and/or documentation provided to Licensee by Licensors and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation. Licensee 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. Licensee may also disclose Confidential Information to the extent required by law after reasonable notice to Licensors and cooperation to obtain confidential treatment. Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and Lansweeper may seek injunctive or equitable relief in a court of competent jurisdiction, without posting a bond, to protect Lansweeper's Confidential Information.

## 15 VERIFICATION AND AUDIT

Lansweeper has the right to verify Licensee's usage of the Product based upon the retrieved Installation Metadata. In addition thereto, Lansweeper has the right to audit Licensee's compliance with these Terms, provided that: (i) Lansweeper provides Licensee 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) Lansweeper uses Lansweeper's reasonable endeavours to minimize the impact on Licensee's business operations. In connection with such verification, Lansweeper shall have access to all requested documents, equipment, information and personnel which are reasonably required in order to verify Licensee's compliance with these Terms. In case Lansweeper would have access to confidential information during such audit, then Lansweeper 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. Licensee shall reasonably maintain the data which provides details on Licensee's installation of the Software and this for a period of at least one year following Licensee's cessation of the use of the Product.

If such verification or audit would reveal excessive use (outside Licensee's Scope of Use), Lansweeper has the right to invoice Licensee for the identified (prior) unlicensed use of the Product during Licensee Subscription Plan Duration. Concretely, in such case, Licensee will be invoiced for the amount of Assets scanned in excess of Licensee's Scope of Use at Lansweeper's then applicable Unit Price, which is due immediately upon receipt of invoice. Further, Licensee

acknowledges and agree that the latest identified amount of Assets will be considered for determining the License Fee due for the next Renewal Period of Licensee's Paid Subscription Plan (if applicable).

## 16 MISCELLANEOUS

### 16.1 Communication

- a) Unless provided otherwise in these Terms, Licensee may send notices to Licensor at following addresses: for United States based customers to Lansweeper, Inc. 11044 Research Blvd, Suite 500, Austin, TX 78759 or by e-mail via [legal@lansweeper.com](mailto:legal@lansweeper.com). For all other customers based anywhere in the world, notices should be sent to Lansweeper NV, 9200 Dendermonde, Zeelsebaan 83/Z, Belgium or by email to [legal@lansweeper.com](mailto:legal@lansweeper.com). Notices will be deemed received after Lansweeper's confirmation of receipt by Lansweeper via email.
- b) Unless provided otherwise in these Terms, If Lansweeper must contact Licensee or give Licensee notice in writing, Lansweeper will do so by email or postal mail to the Licensee or Billing Contact address provided by Licensee to Lansweeper.
- c) All communications and notices to be made or given pursuant to these Terms, shall be in the English language.

### 16.2 Choice of governing law and jurisdiction

If Licensee is contracting and purchasing from Lansweeper, Inc. these Terms are exclusively governed the laws of Texas, USA, without regard to its conflicts of laws rules or principles. If Licensee is contracting and purchasing from Lansweeper NV, then these Terms are exclusively governed by Belgian law, without regard to its conflicts of laws rules or principles. In the event of any controversy, Licensee agrees to first try to resolve the dispute informally with Lansweeper. In the event of failure to resolve a controversy, (i) If Licensee is contracting and purchasing from Lansweeper, Inc. jurisdiction is solely in the State of Texas, Williamson County(ii) if Licensee is contracting and purchasing from Lansweeper NV, then the courts of our registered seat in Belgium will be competent,. 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.

### 16.3 Force Majeure/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.

### 16.4 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 Licensee 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.

### 16.5 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 Licensee's 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.

### 16.6 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.

#### 16.7 Amendments

- a) Except where explicitly provided otherwise herein, Lansweeper 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 Licensee.
- b) If a revision meaningfully reduces Licensee's rights, Lansweeper will use reasonable efforts to notify Licensee (by, for example sending an email to the Licensee, posting on Lansweeper's blog or in the Product itself). Licensee must notify Licensor within fifteen (15) calendar days of Lansweeper's notice of the modifications that Licensee do not agree with such changes, and Lansweeper (at Lansweeper's option and as Licensee's exclusive remedy) may either: (i) permit Licensee to continue under the prior version of these Terms until Licensee's next Paid Subscription (after which the modified Terms will apply) or (ii) allow Licensee to terminate these Terms and receive a pro-rated refund based on the unused portion of Licensee's Plan Duration.
- c) Upon any changes to these Terms, Licensee 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 Licensee's 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.

#### 16.8 Publicity rights

Lansweeper may identify Licensee as Lansweeper user in Lansweeper's promotional materials. Licensee may request that Lansweeper stop doing so by submitting an email to [legal@lansweeper.com](mailto:legal@lansweeper.com) at any time.

#### 16.9 Transfer

- a) Lansweeper reserves the right to transfer Lansweeper's rights and obligations under these Terms to another organization, but this will not affect Licensee's rights or Lansweeper's obligations under these Terms.
- b) Licensee may only transfer Licensee's rights and obligations under these Terms to another person upon written agreement from Lansweeper. As an exception to the foregoing, Licensee may transfer Licensee's rights and obligations under these Terms in its entirety (including all Subscription Plans) to (i) Licensee's successor resulting from a merger, acquisition or sale of all or substantially all of Licensee's business assets, or (ii) Licensee's Affiliates (hereafter: "**Assignment**"), provided that: (a) Licensee's successor is not a competitor of Lansweeper (in which case the Assignment cannot take effect), (b) Licensee provide Licensor 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 Lansweeper.

#### 16.10 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.

## LANSWEEPER DATA PROCESSING ADDENDUM

This Data Processing Addendum hereinafter set forth, as amended from time to time, shall form a part of the Terms of Use between Licensee and Lansweeper and are hereby incorporated by reference into the Terms of Use, without the need for further action. In case of conflict between the Provisions of the Terms of Use and this DPA, the provisions of the DPA shall prevail.

### 1 Definitions and Interpretation

- 1.1 Capitalized terms used, but not defined, in this Data Processing Addendum are defined in the Agreement (as defined below), the other capitalized terms used in this Data Processing Addendum shall have the following meaning:
  - 1.1.1 **"Agreement"** means the Lansweeper [Terms of Use](#) and any other specific agreement between the Licensee and Lansweeper and/or its Affiliates relating to the Services.
  - 1.1.2 **"Applicable Data Protection Legislation"** means as applicable (i) laws applicable to the processing of personal data in the United States and each State of the United States including, without limitation, the CCPA; (ii) the GDPR, the Swiss Federal Act on Data Protection, and applicable data privacy laws of the United Kingdom, and each member state of the European Union and European Economic Area, and (iii) applicable data privacy laws of other jurisdictions that the parties have expressly identified in the Agreement as applicable to the processing activities of Lansweeper.
  - 1.1.3 **"CCPA"** means the California Consumer Privacy Act of 2018, as amended.
  - 1.1.4 **"DPA"** means this Lansweeper Data Processing Addendum together with its annexes, which shall be an integral part of the Agreement between the Parties.
  - 1.1.5 **"International Data Transfer"** means any transfer of Licensee Personal Data from the EEA, Switzerland or the United Kingdom to an international organization or to a country outside of the EEA, Switzerland and the United Kingdom.
  - 1.1.6 **"Personal Data"** means any information about a natural person that is identified or identifiable to the natural person, either alone or in combination with other information, that Lansweeper will process or have access to as part of providing the Services, including any such information that is created by means of the Services. Personal Data includes "personal data" as that term is defined in the GDPR and "personal information" as that term is defined in the CCPA;
  - 1.1.7 **"Services"** means the services related to provision of the Product by Lansweeper.
  - 1.1.8 **"Standard Contractual Clauses"** means the clauses annexed to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
  - 1.1.9 **"Sub-processor"** means any Processor (including any third party excluding a person working under the authority of Lansweeper) appointed by or on behalf of Lansweeper, or its Sub-processor, to Process Personal Data on behalf of Lansweeper in connection with the Agreement.

### 2 Object of this DPA

- 2.1 This DPA is added to the Agreement in order to comply with Applicable Data Protection Legislation, and the provisions of the Agreement shall apply to this DPA. The different Schedules to this DPA are applicable to the extent required by relevant Applicable Data Protection Legislation and address compliance therewith.
- 2.2 Parties shall comply with the Applicable Data Protection Legislation, for their own account and sole responsibility, unless otherwise set out herein.
- 2.3 For the purposes of this DPA End-Users, Billing Contacts and Help Desk-Agents as detailed in the Agreement shall be considered to form an integral part of the Licensee and Licensee shall be responsible for their compliance with this DPA.

### 3 Duration and Termination

- 3.1 The duration of the Processing is set out in the Agreement.

- 3.2 Upon termination or expiry of this DPA, or at any earlier moment if the Processing of Personal Data is no longer relevant for the delivery of the Services, Lansweeper shall delete the Personal Data unless a law or regulation requires storage of the Personal Data. Notwithstanding the foregoing, we will only store LsAgent data in the Cloud Service relay for a maximum period of one (1) month.
- 3.3 Notwithstanding the foregoing, articles 3 and 5 of this DPA shall survive the termination of this DPA.

## 4 Measures

- 4.1 Lansweeper will, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to the Personal Data. A description of the Lansweeper requirements are further detailed on our [Security page](#) (or such other URL as specified by Lansweeper).. Such requirements and measures may be updated by Lansweeper, from time to time. Licensee shall be solely responsible for its own means of accessing the Services (e.g. through proxies) and providing adequate measures to ensure an appropriate level of security.

## 5 Privacy Statement

- 5.1 Without prejudice to Section 2.1, Lansweeper may Process certain Personal Data for its own purposes (e.g. execution of the Agreement), such Processing shall not be subject to this DPA. In such cases Lansweeper shall be considered a controller, for more information please refer to our privacy policy: <https://www.lansweeper.com/privacy-policy/>.

List of Schedules:

- Schedule 1: GDPR
- Schedule 2: CCPA

List of Annexes:

- *Annex I: Details of Processing*
- *Annex II: Sub-processors*

## Schedule 1: GDPR

### 1 Object of this Schedule 1

- 1.1 This Schedule applies to the extent that (i) GDPR, the Swiss Federal Act on Data Protection, and applicable data privacy laws of the United Kingdom, and each member state of the European Union and European Economic Area applies to the Processing, and (ii) Lansweeper Processes Personal Data, on behalf of the Licensee through providing the Product.
- 1.2 This Schedule sets out the subject-matter and duration of the Processing, the nature and purpose(s) of the Processing, the types of Personal Data and categories of Data Subjects and the obligations and rights of the Licensee and Lansweeper in relation to the Services as further detailed in **Annex I** (*Details of Processing*).

### 2 Data Protection

- 2.1 Where Personal Data is Processed by Lansweeper in relation to the performance of this Schedule, the Agreement and the Services, Lansweeper shall:
  - 2.1.1 **Instructions** - process the Personal Data only on documented instructions from Licensee as solely provided herein, unless required to do so by applicable laws and regulations to which Lansweeper is subject. In such a case, Lansweeper shall inform Licensee of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. Parties agree that this DPA makes up the entire instruction of Licensee to Lansweeper, any other instructions have to be agreed to in writing by Lansweeper, reserving its rights to charge additional costs for compliance with such instructions;
  - 2.1.2 **Need-to-know** - provide Personal Data only to authorised persons (which shall include employees, agents, resellers, distributors, partners, Sub-processors and subcontractors) on a need-to-know basis and ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - 2.1.3 **Sub-processors** - based on the general authorisation to use Sub-processors hereby provided by Licensee, inform Licensee of any addition or replacement of Sub-processors, thereby giving Licensee the opportunity to object to such changes on reasonable grounds during a period of thirty (30) calendar days, after which such Sub-processors shall be deemed to have been accepted. A description of the Lansweeper Sub-Processors is further detailed in **Annex II** (*Sub-processors*). Sub-processors engaged by Lansweeper prior to entering into this DPA are accepted by Licensee. In case Licensee objects to a new Sub-processor and such objection is based on reasonable grounds, Lansweeper shall employ reasonable efforts to resolve the issue.  
  
Where Lansweeper engages a Sub-processor for carrying out specific Processing activities on its behalf, reasonably equivalent data protection obligations as set out in this DPA shall be imposed on that Sub-processor. Where that Sub-processor fails to fulfil its obligations under the Applicable Data Protection Legislation, Lansweeper shall remain fully liable to Licensee in accordance with the terms set out in this DPA;
  - 2.1.4 **Assistance** - taking into account the nature of the processing, reasonably assist Licensee by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Licensee's obligation to respond to requests for exercising Data Subject's rights, without prejudice to Lansweeper's right to charge Licensee any reasonable costs for such assistance. Lansweeper shall promptly notify Licensee about any legally binding request by a Data Subject;
  - 2.1.5 **Cooperation** - reasonably assist Licensee in ensuring compliance with its obligations relating to the: security of the Processing, notification of Personal Data Breaches and data protection impact assessments and prior consultations taking into account the nature of Processing and the information available to Lansweeper and without prejudice to Lansweeper's right to charge Licensee any reasonable costs for such assistance;
  - 2.1.6 **Personal Data Breach** - Lansweeper shall notify the Licensee without undue delay after becoming aware of a Personal Data Breach. Such notification shall contain following information: (i) the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the data protection officer or other contact point where more

information can be obtained; (iii) the likely consequences of the Personal Data Breach; (iv) the measures taken or proposed to be taken by Lansweeper to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

- 2.1.6.1 The obligation to report or respond to a Personal Data Breach is not and will not be construed as an acknowledgement by Lansweeper of any fault or liability with respect to the Personal Data Breach;
- 2.1.6.2 The Licensee shall promptly notify Lansweeper with information regarding any non-compliance discovered during the course of an audit or review of provided information. The Licensee agrees to provide Lansweeper with a draft of the audit report for review. Lansweeper is entitled to propose any amendments and add management comments to this draft before Licensee establishes the final version.
- 2.1.7 **Infringement** - reasonably inform Licensee if, in its opinion, an instruction infringes Applicable Data Protection Legislation.
- 2.1.8 **Information & Audit** - make available to Licensee all information reasonably necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections subject to following conditions. Licensee must request an audit in writing and with prior notice of thirty (30) calendar days and may instruct acknowledged audit professionals at its own expense to execute such audit in following cases:
  - once every twelve (12) months provided that such additional audit inquiries shall not unreasonably impact in an adverse manner Lansweeper's regular operations and do not prove to be incompatible with applicable legislation or with the instructions of a competent authority;
  - Where an audit is reasonably considered necessary because of genuine concerns as to Lansweeper's compliance with this DPA;
  - Where a competent data protection authority requires this under Applicable Data Protection Legislation;
  - Following a Personal Data Breach.

### 3 International Data Transfer

- 3.1 Personal Data Processed in the context of this Schedule may be subject to an International Data Transfer without the prior written consent of Licensee, where Lansweeper ensures that appropriate safeguards are in place for such transfer or an adequate level of protection is guaranteed.
- 3.2 Licensee and Lansweeper, on behalf of itself and relevant affiliates outside of the EEA, UK or Switzerland, shall conclude, either one or both of relevant modules Module Two: Controller to Processor of the Standard Contractual Clauses ("**Module Two**") and Module Three: Processor to Processor of the Standard Contractual Clauses ("**Module Three**"), which shall apply to such International Data Transfer.
- 3.3 As specified in the Standard Contractual Clauses, for both Module Two and Module Three, the following optional provisions are selected:
  - 3.3.1 Clause 7: Docking Clause
  - 3.3.2 Clause 9(a) Use of Sub-processors: Option 2 - General Written Authorization, with a notice period of 30 days has been selected.
  - 3.3.3 Clause 11 Redress: The optional clause is not included.
  - 3.3.4 Clause 17 Governing Law: Option 1, the governing law of Belgium.
  - 3.3.5 Clause 18(b) Choice of Forum and Jurisdiction, the courts of Belgium.
- 3.4 If Lansweeper's compliance with Applicable Data Protection Law to International Data Transfers is affected by circumstances outside of Lansweeper's control, including if a legal instrument for International Data Transfer invalidated, amended, or replaced, then Parties will work together in good faith to reasonably resolve such non-compliance.

## Annex I: Details of Processing

1. The duration of the Processing

The duration of the Processing is set out in this DPA.

2. The subject-matter of the Processing

The subject-matter of the Processing is set out in this DPA and relates to the Services.

3. The types of Personal Data to be Processed

All data collected by the Product, which may include without limitation: electronic identification data (such as IP-addresses), Asset data, ...

4. The categories of Data Subjects to whom the Personal Data relates

The Personal Data may relate to Licensee, End-Users and/or any other Data Subject to whom the collected data may relate.

5. The nature and purpose of the Processing

Lansweeper may Process Personal Data on behalf of Licensee through *i.a.* recording, storage, adaption, transmission & dissemination, in provision of the Services.

## Annex II: Sub-processors

Sub-processor	Service Description	Incorporation Location	Storage / Transfer Location	Transfer Justification
Microsoft, Inc. (Azure)	Cloud storage for LsAgent Cloud Relay Service	United States	United States	SCC's
Amazon Web Services EMEA SARL (AWS)	- Cloud storage for Lansweeper Cloud Platform - Cloud storage for Device Fingerprints	Luxembourg	Storage: Ireland & Germany Transfer: possibly to outside the EEA	SCC's
MongoDB Limited (MongoDB)	Cloud storage services for Lansweeper Cloud Platform	United States	Outside the EEA	SCC's

## Schedule 2: CCPA

### 1 Object of this Schedule 2

- 1.1 This Schedule 2 applies to the extent that (i) CCPA applies to the Processing, and (ii) Lansweeper receives, as a 'service provider' under CCPA, Personal Data, on behalf of the Licensee as a 'business' under CCPA, through providing the Product.

### 2 Service Provider obligations

- 2.1 Lansweeper will comply with the requirements stated in this Schedule 2, and any additional or more stringent requirements or restrictions applicable to service providers under CCPA.
- 2.2 Lansweeper will not "sell", as defined under CCPA, the Personal Data which is received pursuant to this Agreement.
- 2.3 Lansweeper will retain, use or disclose such Personal Data only for the specific purpose of performing the Services and within the direct business relationship with the Licensee.
- 2.4 Lansweeper shall provide reasonable assistance to Licensee in facilitating compliance with consumer rights requests, without prejudice to Lansweeper' right to charge Licensee any reasonable costs for such assistance.

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