

LANSWEEPER TERMS OF USE

These Enterprise Terms of Use ("**Terms**") govern your use of the Product (as defined below) and form a legal contract between Lansweeper ("**Lansweeper**" or "**Licensors**" or "**Us**" or "**We**") and you (the "**Licensee**" or "**You**").

Lansweeper is an independent software vendor that provides an IT asset discovery Product (as defined below), which may consist of Cloud Services (as defined below), as well as Software (as defined below) hosted on Licensee's computers. The parties have agreed that Lansweeper will provide the Product to Licensee, in consideration of the commitments set forth below.

The Product is made available to You for download on Lansweeper's website and/or directly through our web interface. If You have entered into another specific agreement (e.g. 'Legacy Licenses' meaning Software license agreements entered into prior to October 1st, 2016) with Us concerning a Product, then the terms of that agreement control where it conflicts with these Terms. By purchasing, installing, accessing, signing up or otherwise using all or any portion of the Product (as defined below), You indicate that You have read, understood, and agree to be legally bound by these Terms.

These Terms are only applicable to businesses, if you are agreeing to these Terms, for use of the services by a legal entity, you are agreeing on behalf of that legal entity. You must have the authority to bind that legal entity to these Terms. These Terms are filed by Lansweeper and are accessible via our website.

Notwithstanding the foregoing, these Terms do not apply where you have purchased the Product (as defined below) from an authorised distributor of Lansweeper, in such case the applicable distributor terms shall apply, unless specified otherwise by distributor or distributor has not provided any terms, in which case these Terms shall apply with distributor acting as Licensor.

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 please contact the Lansweeper customer service.

DEFINITIONS

Unless explicitly stated differently in these Terms the following 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, whether through ownership of voting securities, by contract 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 device scanned by the Product on Your local networks, 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 express exclusions of monitors; (ii) any resource scanned by the Product in Your cloud environment, which may include without limitation a virtual machine, resource group, VPC; and (iii) any 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 for testing purposes.

- "**Billing Contact**"; Means the entity or person indicated by the Licensee to receive all billing-related information and the License Key (as defined below).

- "**Cloud Services**"; Means the to the services and technology provided to You by Lansweeper's cloud hosted environment.

- **"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 any legislation applicable to the Processing of Personal Data, including without limitation, 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.
 - **"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.
 - **"End-User"**; Means users 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, even in cases where such causes were foreseen at the time of conclusion of these Terms. 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, power failures, non-performance by suppliers or subcontractors.
 - **"Installation Metadata"**; Means data retrieved by Lansweeper when You install a Lansweeper Instance, such as license type, Lansweeper Software version, IP address, email address, Install-ID, Asset count, database server type and web server type.
 - **"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 Instance"**; Means a single instance of the Lansweeper Asset discovery Software hosted on one or more of Your computers, including: (i) a single Lansweeper database, (ii) a single Lansweeper web console, (iii) and any number of Lansweeper Scanning Servers (as defined below) as allowed by your Subscription Plan (as defined below); excluding any LsAgent installation.
 - **"Licensee Content"**; Means any data in electronic form input or collected through the Product by or from Licensee, including without limitation by Licensee's End-Users. Such data may include without limitation any databases, text, tickets, material, audio files, video files, electronic documents, images, Personal Data and Asset data, excluding Aggregate Data and Installation Metadata.
 - **"LsAgent"**; Means a Software application developed and provided by Lansweeper, that gathers the Licensee Content locally on Your computers and then sends it back to Your Lansweeper Instance, either by using a direct push or through Lansweeper's Cloud Services.
 - **"Product"**; Means the Lansweeper product which consists of one or more of following components: (i) Software installed and running on Your computers and/or (ii); the Cloud Services provided by Lansweeper, when You have explicitly signed up and are approved therefore, and such is included in your Subscription Plan (as defined below); and (iii) related services, if applicable, such as support.
- "Scanning Server"**; Means a component of the Software included in a Lansweeper Instance, that performs the agentless scanning of Assets in your network, and other services as described in the Documentation. Such Scanning Servers may be installed on different computers of Licensee, if allowed by your Subscription Plan (as defined below).
- **"Software"**; Means the software code, the software product, software license and all its modules and related services, developed and owned by Lansweeper, including LsAgent and any Lansweeper Instances, as licensed to the Licensee under the terms and conditions of these Terms, including any updates, trial versions, freeware, supplements, modifications, enhancements, corrections, releases and versions of the Software that Lansweeper may supply to the Licensee to run on its computers.

1. SUBSCRIPTION PLANS

Our Product is made available through various plans ("**Subscription Plans**"). Notwithstanding criteria in these Terms, Your permitted scope of use of the Product depends on Your Subscription Plan, which may include without limitation: restrictions on amounts of Assets, restrictions on the amounts of Scanning Servers and a limited duration of the Subscription Plan ("**Plan Duration**"). These specific terms of the Subscription Plans will be identified to You when You order the Product ("**Specific Terms**"), the Specific Terms may be presented by Lansweeper (e.g. through our website, quotes, invoices or by Lansweeper personnel via e-mail) or through the Product itself. The Specific Terms form part of these Terms and are hereby incorporated.

Current Subscription Plans are described on our [Pricing Page](#), these include:

- Paid Subscriptions plans: Paid subscriptions plans are offered to You for purchase to use the Product for defined features and functionalities ("**Paid Subscriptions**"). Paid Subscriptions are for a limited Plan Duration and, if not renewed after such term, the Product will revert to limited (or no) functionality of the Freeware Subscription Plan (as defined below) once the Paid Subscription Plan Duration expires for the duration of the Term (as defined below).
 - o Help Desk-Agent – Paid Subscription: 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 Product allows for an unlimited number of End-Users to open tickets, but only an End-User with a Help Desk-agent license ("**Help Desk-Agent**") can handle tickets. A Help Desk-Agent license shall be considered a 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 Plan Duration expires.
- Free Trial plans: Free trials plans of the Product are offered to You with limited functionalities and for a limited Plan Duration, as designated by Us ("**Free Trials**"). You may use the Free Trials plan solely to determine whether to purchase a Paid Subscription.
- Freeware plans: Freeware of the Product is offered to You for download with limited functionalities at no charge with a Plan Duration equal to the Term (as defined below) ("**Freeware**"). Notwithstanding article 5 (*Term and Termination*) of these Terms, Lansweeper may terminate your Freeware plan at any time and for any reason at our sole discretion, without liability to You.

2. SOFTWARE LICENSE

2.1 License

Lansweeper hereby grants Licensee, according to the relevant Subscription Plan, a limited, non-exclusive, revocable, worldwide, non-sublicensable and non-transferable license to use the Software, to:

- a) download, install and use the Software only for Your internal business purposes on compatible devices and in accordance with our Documentation;
- b) transfer the Software from one computer to another, as long as each component of the Lansweeper Instance is deleted from the original host within thirty (30) calendar days;
- c) transfer the Software to one of Your Affiliates as long as the Lansweeper Instance is deleted from the original host within thirty (30) calendar days, followed by a formal notification to Us;
- d) make up to 2 copies of the Software for back-up or archival purposes only, provided You comply with the requirements described in section 2.2;
- e) update your Software to the latest updated version made available by Us free of charge. In case of Legacy Licences or legacy subscription plans (that are no longer available on our pricing page), version updates may not entail access to new features;
- f) install a second Lansweeper Instance only for testing purposes and in order to evaluate new releases.

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 Software except explicitly allowed under these Terms;
- b) not to rent, lease, sub-license, distribute, modify or merge the Software;
- c) not to modify, disassemble, decompile, convert to another programming language, reverse-engineer or create derivative works based on the whole or any part of the source code of the Software or database scheme nor attempt to do any such thing;

- d) in case You have made a copy of the Software, to keep this copy secure and to maintain an accurate and up-to-date record of the location of the copy of the Software and prevent any unauthorized access thereto;
- e) to include our copyright notice on all entire and partial copies You make of the Software on any medium;
- f) 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 Software;
- g) to only run a single Lansweeper Instance, unless for such purposes explicitly allowed herein;
- h) not use the Software in any way forbidden by Article 8 (*Licensee's responsibilities & Restrictions*) below.

3. CLOUD SERVICES

3.1 Use of the Cloud Services

You can only make use of the Cloud Services when: (i) you have signed up by creating a Cloud Services account through Your Lansweeper Instance and accepting these Terms; (ii) your sign-up has been approved at the sole discretion of Lansweeper; and (iii) when Cloud Services are included in your Subscription Plan. After linking the Cloud Services to your Lansweeper Instance through the use of a unique key generated by Lansweeper, the Licensee Content will be uploaded and synced with the cloud, ("**Cloud Services Sign-up**"). As of Cloud Services Sign-up, You and your End-Users may, during the Term, access and use the Cloud Services, in accordance with these Terms.

3.2 Revisions

Lansweeper may revise the features and functions of the Cloud Services at any time.

3.3 Deployment and Cloud Services

The Cloud Services are deployed via a public cloud, meaning that the Cloud Services are provided to Licensees on a multi-tenant basis. The Cloud Services entail hosting one or more components of Your Lansweeper Instance in our public cloud.

4. SUPPORT

- a) First line support is made available to You via our [Knowledge Base](#).
 - b) Second line support may be available for You via email or telephone. For more information please visit our Support Page.
 - c) Except for Free Trial and Freeware users, You are entitled to free of charge additional e-mail support provided via support@lansweeper.com (or any other communication medium chosen by Lansweeper) for any reasonable advice and guidance concerning the use of the Product and troubleshooting, only when your Product is updated to the latest version, excluding any Beta Releases.
 - d) We do not guarantee an initial response time and reserve the right to refuse any unreasonable queries and change or cancel this accompanying support service at any moment in time. We will do our utmost best to respond to your email and telephone calls received during [business service hours](#).
- When You have purchased a Paid Subscription specific support services might apply as foreseen in the Specific Terms.

5. TERM AND TERMINATION

5.1 Term and Effective Date

These Terms shall enter into force on the date of Your acceptance as detailed in the heading of these Terms, and continue in effect for an indefinite duration, unless terminated in accordance with this article 5 (*Term and Termination*) ("**Term**").

5.2 Paid Subscriptions & renewal

As of payment receipt of the License Fee, the license to use the Product is granted for a defined period as applicable per Paid Subscription and described in the Specific Terms. The Paid Subscription Plan Duration is one (1) year, unless otherwise specified in the Specific Terms.

You will receive an automated email at least fourteen (14) calendar days prior to the expiry date of Your Paid Subscription Plan Duration Unless cancellation by Licensee upon a prior notice to Lansweeper, of fourteen (14) days prior to the expiry of the initial Paid Subscription Plan Duration or of the then current Plan Duration, the Paid Subscription shall be

automatically renewed for successive periods of the same Plan Duration of the Paid Subscription subject to the then current Specific Terms applicable to the Paid Subscription.

In case of renewal We will provide You by email with a new unique License Key (as defined below).

If You choose not to renew the Paid Subscription your License Key (as defined below) will be disabled as of the expiry date of the current Paid Subscription Plan Duration. You agree that We may bill your credit card for renewals and unpaid fees, as applicable.

5.3 Termination of these Terms for Convenience

These Terms may be terminated by You and Lansweeper for convenience at any time upon prior written notice to the other party of three (3) months, starting the first day of the month following the date of delivery of the termination, unless a Paid Subscription Plan Duration would supersede the Term, in which case these Terms shall remain in effect until the end of the Paid Subscription Plan Duration.

5.4 Termination for cause

Lansweeper has the right to terminate or suspend, at its sole option, these Terms and/or a Subscription Plan, effective immediately, at any time and without prior notice or compensation in lieu thereof nor any goodwill indemnity 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 refrain from such a breach in the future and, if possible, to prevent such a breach or breaches from occurring in the future and to rectify the situation, fails to comply with such a request;
- b. Licensee fails to make any payment required under these Terms when the same becomes due and payable;
- 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; or
- e. We cease to offer the Product or any Subscription Plan, or if our right or ability to offer the Product or Subscription Plan is restricted, suspended or terminated (whether pursuant to applicable law or other third parties), We may also suspend these Terms or the Subscription Plan. In such case, if you have a Paid Subscription You will receive a pro-rated refund based on the unused portion of your Plan Duration.

5.5 Consequences of termination

Upon the termination or expiry of these Terms or Subscription Plan, for any reason whatsoever, in accordance with the provisions of these Terms, at the moment of effective termination or expiration:

- a. All rights granted to You under these Terms or Subscription Plan shall cease, We serve the right to disable the applicable License Keys (as defined below);
- 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;
- c. Lansweeper shall destroy any Licensee Content hosted in the Cloud Services, within sixty (60) days following termination;
- d. You must immediately pay to Us any sums due to Us under Your Paid Subscription;
- e. The following will survive termination: section 2.2 (*Restrictions*), section 9.1 (*Intellectual Property Rights*), article 10 (*Privacy*), article 12 (*Lansweeper limited warranty*) 13 (*Limitation of Liability*) and article 14 through article 25.

6. FEES - ORDERS - PAYMENT AND TAXES - DELIVERY

6.1 License Fee

You agree to pay the license fee as applicable per the Specific Terms of the offered and selected Paid Subscription of the Product ("**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 beyond the current Plan Duration or any Product updates or feature enhancements.

6.2 License Fee rate changes

We may change our License Fees at any time. Notwithstanding the foregoing, if You have a current Paid Subscription, we may change our License Fees, if we add new or improved features to the Product, or to the extent the costs of providing the Product have increased accordingly, or in response to market changes, in which case we will notify You at least fourteen (14) calendar days before the License Fee change. Licensee Fee changes effectuated during a current Paid Subscription Plan Duration, shall not apply to these current Paid Subscriptions Duration and will become effective as of renewal, upgrade or change of Subscription. If You do not agree to the License Fee change, You may cancel your Paid Subscription before the License Fee change takes effect.

6.3 Paid Subscription Upgrades

For more information about upgrades of/or changes to your Paid Subscription, please contact sales@lansweeper.com.

6.4 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.

Lansweeper quotes are only valid when issued by Lansweeper or a Lansweeper sales representative and are in any case noncommittal and do not create any agreement between You and Lansweeper, unless the quote and our Terms are acknowledged and accepted by You. Quotes are only valid for a limited duration indicated in the quote, if no such term is provided in the quote, such offer 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 acknowledges 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 manner in which they are transmitted, are expressly excluded. Licensee waives its right to invoke such conditions. Lansweeper may refuse any purchase order which includes any terms and conditions, in addition, in case Lansweeper were to execute a purchase, such terms and conditions shall be null and void.

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

6.5 Payments

Notwithstanding any contrary provisions on the invoice provided by Lansweeper, payments will be charged in the chosen available currency directly by Lansweeper or via our e-commerce partner. In the event the payments are charged via our e-commerce partner, their terms of payment will apply. Payment term is NET thirty (30) calendar days from date of invoice or purchase. Licensee acknowledges and agrees that invoices may be sent through electronic means by both Lansweeper or our e-commerce partner.

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.

6.6 Taxes & Fees

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, and foreign transaction fees). We are not responsible for these fees. Contact your financial institution with questions about fees. We may take steps to collect the fees You owe

Us. You are responsible for all related collection costs and expenses. If You are located in a different country from Us or our e-commerce partner that You are transacting with, 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.

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. Licensee will provide Lansweeper evidence that it has paid the relevant authority for the sum withheld or deducted within thirty (30) days after the date of payment by the License Fee.

6.7 License Key for "Paid Subscriptions"

After payment receipt of the applicable License Fee(s), We will deliver the applicable license key(s) by email (to the Billing Contact's email address specified in your purchase order), which will give You, after downloading the Product, access to all functionalities as included in your Subscription Plan ("**License key**") unless otherwise agreed in writing by Lansweeper. All deliveries under these Terms will be electronic. For the avoidance of doubt, You are responsible for the installation of any Product, and You acknowledge that We have no further delivery obligation with respect to the Product after delivery of the License Key.

7. 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.

8. LICENSEE'S RESPONSIBILITIES & RESTRICTIONS

8.1 Documentation

The Documentation related to the Product can be found on our website's [Knowledge Base](#).

You are responsible for the use of the Product according to the requirements foreseen in the Documentation. In case the Product requires specific operating systems, including but not limited to a specific type of computer, memory space or operating system as described in the documents related to Product, You should ensure to have these in place.

8.2 Acceptable Use

Licensee shall not: (a) use the Product for service bureau, consulting or time-sharing purposes, including making the Product available in whole or in part (including but not limited to the Cloud Services, user accounts, Software, program listings, object and source program listings, object code and source code), 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 (including Affiliates); (b) provide Product passwords or other log-in information to any third party (including Affiliates); (c) share non-public Product features or content with any third party (including Affiliates); (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) 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 (f) 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.

You agree not to misuse the Product or help anyone else to do so, including without limitation doing or attempting the following in connection with the Product: (a) create false accounts or pretend to be another End-User or licensee; (b) communicate inaccurate information during the registration and use of the Product; (c) violate the personal privacy of third parties; (d) infringe the intellectual property rights of third parties; (e) use the Product in such a way that they can cause damage or nuisance to Lansweeper's computer systems or network, including those of third parties, due to, among other things, excessive data transmission, use of malware or the injection of malicious computer code.

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: (i) suspend Your access to the Product without advanced notice; (ii) remove or to disable access to the infringing User Content or any other information received by Lansweeper through the Product; and/or (iii) report such breach to the relevant authorities when such is required by applicable law. In addition to such other remedies as Lansweeper may have. Notwithstanding the foregoing Lansweeper shall in general not be required to monitor the data which is transmitted or stored, nor a general obligation actively to seek facts or circumstances indicating illegal activity.

8.3 Information security

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

8.4 Compliance with Laws

In its use of the Product, Licensee shall comply with all applicable laws, including without limitation the Data Protection Legislation.

8.5 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.

Licensee hereby acknowledges that as of Cloud Services Sign-up its End-Users shall have access to the Cloud Services if they have access to the Software.

Licensee shall take reasonable steps to prevent unauthorized access to the Product, including without limitation by protecting its passwords and other log-in information. Licensee shall notify Lansweeper immediately of any known or suspected unauthorized use of the Product or breach of its security and shall use best efforts to stop said breach.

8.6 Indemnification

You will indemnify Us and our 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.

9. INTELLECTUAL PROPERTY RIGHTS – BETA RELEASES

9.1 Intellectual Property Rights

a) You acknowledge that all intellectual property rights vested in the Product anywhere in the world belong to Us (and our licensors) and 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. Furthermore, you acknowledge that these Terms do not grant You any intellectual property license or rights in or to the Cloud Service or any of its components, You simply procure a right to use the Cloud Service, as of Cloud Service Sign-up and such is included in your subscription plan.

b) You acknowledge that You have no right to have access to the Product in source code form.

9.2 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 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.

From time to time, 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 ("**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

10.1 Lansweeper Privacy Policy

Lansweeper may Process certain Personal Data about You, End-Users, Billing Contacts and/or any other natural persons as a Controller, according to our Privacy Policy. You agree to Provide such Privacy Policy, in which we detail how we collect, use, share and otherwise Process Personal Data, to your End-Users and Billing Contact.

10.2 Licensee Privacy Policy

Licensee recognizes that it is responsible for being transparent towards its End-Users and any other Data Subjects for whom it acts as a Controller and should provide relevant privacy policies and make such available to End-Users as may be required by Data Protection Legislation. Other than provided under section 10.1, Lansweeper shall not provide any privacy policies to End-Users regarding their use of the Product.

10.3 Data Processing Agreement

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 its data processing agreement ("**DPA**"). The DPA located at: <https://www.lansweeper.com/terms-of-use/>, or any other link Lansweeper may provide, and is hereby incorporated by reference and forms part of these Terms, without the need for further action.

11. LICENSEE CONTENT

11.1 Licensee Content Ownership

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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.

11.4 Data Deletion

Lansweeper may permanently erase Licensee Content from the Cloud Services if Licensees' Subscription Plan is delinquent, suspended, or terminated and not renewed, for thirty (30) calendar days or more.

Notwithstanding the foregoing, Lansweeper will only store LsAgent data in the Cloud Service relay for a maximum period of fourteen (14) calendar days as of transfer, after which it will be deleted.

11.5 Metrics, notifications & Aggregate Data

Customer acknowledges and agrees that Lansweeper may aggregate Licensee Content, from Your Lansweeper Instance, whether or not you make use of Cloud Services or LsAgent, into Aggregate Data and 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. Information Security.

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.

Licensee recognizes and agrees that hosting Licensee Content online in any case involves risks of unauthorized disclosure or exposure and that, in accessing and using the Product, Licensee assumes such risks. Lansweeper offers no representation, warranty, or guarantee that Licensee Content will not be exposed or disclosed through errors or the actions of third parties.

12. LANSWEEPER LIMITED WARRANTY

To the maximum extent permitted by law, the Product is provided "as is" and as available and We and our licensors expressly disclaim any and 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 the Product is not personalized or customized to fit Your particular needs. 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 license 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.

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.

In any event, Lansweeper's total aggregate liability shall be limited to the greater of (a) the License Fees paid by You to Us during the last twelve (12) months; or (b) one (1) hundred euros (EUR100).

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

14. COMMUNICATION

a) You may send notices to Us at following address: LANSWEEPER NV, at ZEELSEBAAN 83Z, 9200 DENDERMONDE, BELGIUM or by e-mail via administration@lansweeper.com. Notices will be deemed received after our confirmation of receipt by Lansweeper via email.

b) If We must contact You or give you notice in writing, We will do so by e-mail or postal mail to the Licensee or Billing Contact address provided by You to Us.

c) All communications and notices to be made or given pursuant to these Terms, shall be in the English language.

15. 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 You already lawfully knew or that becomes public through no fault by You. 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 its Confidential Information.

16. CHOICE OF GOVERNING LAW AND JURISDICTION

These Terms are exclusively governed by the Belgian law.

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 our registered seat in Belgium will be competent.

17. 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 party invoking Force Majeure will not be required to provide proof of the unforeseeability and unimputability of the Force Majeure event.

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.

18. ENTIRE AGREEMENT

These Terms, together with incorporated agreements (Specific Terms, DPA, ...), contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.

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

19. 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.

20. 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.

21. AMENDMENTS

- a) Except where explicitly provided otherwise herein, we may update or modify these Terms from time to time, including referenced agreements (Specific Terms, 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 its 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.

22. 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 administration@lansweeper.com at any time.

23. TRANSFER OF RIGHTS

- 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 or your obligations under these Terms to another person upon written agreement from Us.

24. WAIVER

If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce our rights against you, or if We delay in doing so, that will not mean that We have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any other later default by You.

25. AUDIT

We shall have the right upon ten (10) calendar days prior written notice to audit your compliance with these Terms during normal business hours. In connection with such audit We shall have access to all reasonably requested documents, equipment, information and personnel. You shall maintain complete and accurate records of your use of the Product for a period of at least three years from the first use of the Product.