



## LANSWEEPER TERMS OF USE

These Terms (“Terms”) govern your use of the Software (as defined below) and form a legal contract between Lansweeper (“Lansweeper”, or “Licensor” or “Us” or “We”) and you (the “Licensee” or “You”). The Software is made available to You for download on Lansweeper’s website or by entering into an agreement with Lansweeper. If You have entered into another agreement with Us concerning specific Software, then the terms of that agreement control where it conflicts with these Terms. Lansweeper may modify these Terms from time to time as described in Section 14 (Amendments) below.

BY PURCHASING, INSTALLING, ACCESSING OR OTHERWISE USING ALL OF ANY PORTION OF THE SOFTWARE, YOU INDICATE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. THESE TERMS ARE ONLY APPLICABLE TO BUSINESS USERS. IF YOU ARE NOT A BUSINESS USER OR IF YOU ARE A PARTNER PLEASE CONTACT OUR CUSTOMER SERVICE.

## DEFINITIONS

Unless explicitly stated differently in these Terms the following terms shall have the following meaning:

- “Affiliate”; Means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity’s shares or voting rights.
- “[Beta Releases](#)”; Means certain features of the Software on a “beta” free of charge pre-release, owned by Lansweeper and licensed 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.
- “Documentation”; Means user manuals, policies, release notes, installation notes, product specifications, email support and instructions made available on our [Knowledge Base](#) and other written technical or functional documentation that Lansweeper provides to You or that are included in the Software media.
- “End-User”; Means users within the legal entity of the Licensee that are using the Software solely for internal, in-house purposes and not for redistribution or resale in any form.
- “Help Desk”; Means the Help Desk as part of the Software. The Help Desk is licensed on a per-Agent basis. An unlimited number of End-Users can open tickets, but a Help desk-Agent license is required per user that handles tickets.
- “Lansweeper”; Means Lansweeper NV, a limited liability company existing under Belgian Laws, with registered address at 9200 Dendermonde, Zeelsebaan 83/Z, registered under enterprise number 0538.668.417 or any Affiliate.
- “Lansweeper Instance”; Means a single Lansweeper database, a single Lansweeper web console and any number of Lansweeper Scanning services as allowed by your Paid Subscription Plan.
- “Software”; Means the software code, the software product, software license and all its modules and related services, developed and owned by Lansweeper as licensed to the Licensee under the terms and conditions of these Terms, including any updates, internet-based services, trial versions, freeware, supplements, modifications, enhancements, corrections, releases and versions of the Software that Lansweeper may supply to the Licensee.

## 1. LICENSE OF THE SOFTWARE - PLANS – BETA RELEASES

### 1.1. License

We license the use of the Software subject to You as Licensee upon your compliance with these Terms.

### 1.2. Plans

Our Software is made available in various plans including:

- Free trial plans: Free trials plans of the Software are offered to You with limited functionalities and for a limited period as designated by Us (“Free Trials”). You may use the Free Trials Software solely to determine whether to purchase a paid subscription plan of the Software.
- Freeware: Freeware of the Software are offered to You for download with limited functionalities at no charge (“Freeware”). We may terminate your right to use Freeware at any time and for any reason in our sole discretion, without liability to You.
- Paid subscriptions plans: Paid subscriptions plans are offered to You for purchase to use the Software within a defined period of time and for defined features, functionalities and number of End-Users (“Paid Subscriptions” or “Paid Subscription Plans”).



- Current Paid Subscription plans are described at our [Pricing Page](#).

Your permitted scope of use depends on the plan You selected. The specific terms of the plans will be identified to You when You order the Software (“Specific Terms”).

Depending on how You use the Software, the Specific Terms may be presented by Lansweeper (e.g. through our website), or Lansweeper certified partners or through the Software itself. Paid Subscriptions are for limited subscription terms and, if not renewed, the Software will revert to limited (or no) functionality once a subscription term expires. If You have a Trial Plan, You may use the Software solely to determine whether to purchase a Paid Subscription Plan.

### 1.3. 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. We do not guarantee that a Beta Release will be commercially released and made available under these Terms or otherwise.

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.

## **2. PURCHASE – DELIVERY – PAYMENT AND TAXES**

### 2.1. License Fee

Except for the Free Trials and the Freeware, every Software purchase is a subscription-based, fixed-term license.

You agree to pay the license fee as applicable per offered and selected Paid Subscription Plan of the Software (“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 Software or Paid Subscription Plan beyond the current License Period or any Software upgrades or feature enhancements.

### 2.2. License Fee rate changes

In the event We change License Fees, We will notify You of such change at least 30 days before the expiry date of the current License Period. Unless You cancel your auto-renewal, your continued use of the Software, after being notified of a rate change, indicates your agreement with the new License Fee.

### 2.3. Upgrades

For more information about upgrades or changes to your Paid Subscription plan, please contact [sales@lansweeper.com](mailto:sales@lansweeper.com).

### 2.4. License Key for “Paid Subscriptions”

After payment receipt of the applicable License Fee(s), We will deliver the applicable license key(s) which will give You, after downloading the Software, access to all functionalities as included in your Paid Subscription Plan (“License key”) by email (to the Billing Contact’s email address specified in your purchase order), unless otherwise agreed by Lansweeper in a separate purchase order.

All deliveries under these Terms will be electronic. For the avoidance of doubt, You are responsible for the installation of any Software, and You acknowledge that We have no further delivery obligation with respect to the Software after delivery of the License Key.

### 2.5. Payments

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 term of payment will apply. Payment terms are NET 30 days from date of invoice or purchase.

### 2.6. 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.

## **3. CONDUCT OF USE**

### 3.1. Under these Terms You may:

- 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 License Key to authorized End-Users;



- c) transfer the Software from one computer to another, as long as the Software is deleted from the original host within 30 days;
- d) transfer the Software to one of your Affiliates as long as the Software is deleted from the original host within 30 days, followed by a formal notification to us;
- e) make up to 2 copies of the Software for back-up or archival purposes only, provided You comply with the requirements described in section 3.1;
- f) upgrade your Software to the latest updated version made available by Us free of charge;
- g) install a second Lansweeper Instance (“Lansweeper Instance”) only for testing purposes and in order to evaluate new releases.

### 3.2. Your responsibilities

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

You are responsible for the use of the Software according to the requirements foreseen in the Documentation. In case the Software 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 Software, You should ensure to have these in place.

### 3.3. Restrictions of use and warranties

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

- a) that Your use of the Software will comply with all applicable local, state, federal and international laws and regulations, including those relating to privacy, data security, export control and electronic communications (“Laws”);
- b) not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- c) not to rent, lease, sub-license, distribute, modify or merge the Software;
- d) 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;
- e) 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;
- f) to supervise and exercise control over the use of the Software by any of your employees, End-Users, Billing Contact’s and representatives and ensure that this use is in accordance with these Terms;
- g) to include our copyright notice on all entire and partial copies You make of the Software on any medium;
- h) not to provide or otherwise make available the Software in whole or in part (including but not limited to 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 other than your employees or representatives, or the subsidiaries agreed upon between You and Us, without prior written consent from Us;
- i) 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;
- j) neither the Content nor its processing, use or disclosure will violate any Laws, third party rights (including intellectual property rights, rights of privacy or rights of publicity) or any applicable privacy policy;
- k) You will not use the Software in support of, or to further, any activities prohibited by any Laws (e.g., money laundering) or, even if not prohibited by law, for gambling, prostitution, alcohol, drug, pharmaceutical or healthcare businesses or services.

### 3.4 INDEMNIFICATION

You will indemnify Us and our subsidiaries, Affiliates, officers, agents, employees, partners, and licensors from any claim, demand, loss, or damage, including reasonable attorneys’ fees, arising out of or related to your use of the Software, or your violation of these Terms.

## **4. SUPPORT**

- a) First line support is made available to You via our [Knowledge Base](#).
- b) Second line support is available for You via email or telephone. For more information please visit our Support Page.
- c) Except for Free Trail and Freeware users, You are entitled to free of charge additional e-mail support provided via [support@lansweeper.com](mailto:support@lansweeper.com) (or any other communication medium chosen by Lansweeper) for any reasonable advice and guidance concerning the use of the Software and troubleshooting.
- 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](#).
- e) When You have purchased a Paid Subscription plan specific support services might apply as foreseen in the Specific Terms.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- a) You acknowledge that all intellectual property rights vested in the Software anywhere in the world belong to Us (and our licensors) and no intellectual rights whatsoever on the Software are transmitted to You. You acknowledge that rights in the Software are licensed (not sold) to You, and that You have no rights in, or to, the Software other than the rights granted to You under these Terms.
- b) You acknowledge that You have no right to have access to the Software in source code form.



## 6. DATA TRANSMISSION AND PRIVACY

- a) "Content" is defined as any text, tickets, material, including audio files, video files, electronic documents, or images, that you upload and import into the Software in connection with your use of the Software.
- b) You retain all rights and ownership of your Content.
- c) The only information transmitted from your use of the Software to Us is limited to the information as listed in our [Privacy Policy](#).
- d) For information about how We collect, use, share or otherwise process information about you, please see our [Privacy Policy](#).

## 7. LANSWEEPER LIMITED WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE IS PROVIDED "AS IS" 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 SOFTWARE 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 SOFTWARE AND DOCUMENTS 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 SOFTWARE WILL BE ERROR-FREE, THAT ACCESS WILL BE CONTINUOUS OR UNINTERRUPTED, THAT ANY INFORMATION PROVIDED OR USED WITH THE SOFTWARE 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 SOFTWARE 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.

## 8. Disclaimer and 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, DIRECT, INDIRECT, SPECIAL, PUNITIVE, PECUNIARY, LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER DAMAGES FROM LANSWEEPER.

IN ANY EVENT, FOR AMOUNTS EXCEEDING THE GREATER OF (A) THE AMOUNT PAID OR PAYABLE BY USERS TO US IN THE PRIOR SIX (6) MONTH PERIOD OR (B) ONE HUNDRED EURO (EUR100). THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 9. TERM AND TERMINATION

### 9.1. License Period

As of payment receipt of the License Fee, the license is granted for a defined period as applicable per Paid Subscription plan and described in the Specific Terms or any other term agreed between You and Us ("License Period").

### 9.2. Termination - Renewal

You will receive an automated email approximately 14 days prior to the expiry date of a License Period with renewal instructions. At that time you can choose to renew or cancel your license.

If You choose to renew your subscription and after payment receipt of the applicable License Fee We will provide You by email with a new unique License Key and expiry date.

If You choose not to renew the subscription your License Key will be disabled as from the expiry date of the current License Period.

If you do not reply to our automated email, your license and use of the Software shall be automatically renewed for successive renewal terms as applicable for your Paid Subscription Plan. After payment receipt of the applicable License Fee We will provide You by email a with new unique License Key. This email will also mention the new expiry date.

You agree that We may bill your credit card for auto-renewals and unpaid fees, as applicable.

### 9.3. Termination by You

You may terminate these Terms at any time by ceasing all use of the Software and deleting all Software.



## 9.4. Termination by Us

We may terminate the use of the Software immediately by written notice to You if You commit a material or persistent breach of these Terms which You fail to remedy (if remediable) as soon as reasonably possible and at the latest within 14 days after a service of written notice by Us in accordance with these Terms requiring You to do so and unless otherwise agreed between You and Us.

If We cease to offer the Software or any Paid Subscription plan, or if our right or ability to offer the Software is restricted, suspended or terminated (whether pursuant to Laws or other third parties), We may also immediately terminate or suspend these Terms. In such case, if you have a Paid Subscription Plan You will receive a pro-rated refund based on the unused portion of your License Period.

## 9.5. Consequences of termination

After termination otherwise agreed between You and Us, We reserve the right to disable your license keys;

- a) All rights granted to You under these Terms shall cease;
- b) You must immediately cease all activities authorized by these Terms;
- c) You must immediately pay to Us any sums due to Us under the Specific Conditions of the Software;

The following will survive termination: Section 3.3 (Restrictions), Section 5 (Intellectual Property rights), Section 6 (Data transmission and privacy), Section 7 and 8 (Disclaimers and limitation of liability) and section 10 through section 18.

## **10. COMMUNICATION**

d) 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](mailto:administration@lansweeper.com). Notices will be deemed received after our confirmation of receipt by email. For more information please visit our Contact Page.

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

## **11. CONFIDENTIALITY**

In connection with access to the Software, You may receive access to our confidential or proprietary information (“Confidential Information”). Confidential Information includes the Software, all non-public elements of the Software, Beta Releases and any performance information regarding the Software. 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 Software 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.

## **12. CHOICE OF GOVERNING LAW AND JURISDICTION**

These Terms are exclusively governed by the Belgian Laws.

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.

## **13. 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.

## **14. AMENDMENTS**

a) Specific terms regarding changes in pricing, Software and Paid Subscription Plans availability are foreseen in sections 2.2 and 9.4.

b) We may update or modify these Terms from time to time, including referenced policies and other documents. 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 Software itself).

c) You must notify Us within fifteen (15) 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: (a) permit You to continue under the prior version of these Terms until your next subscription expiration or renewal date (after which the modified Terms will apply) or (b) allow You to terminate these Terms and receive a pro-rated refund based on the unused portion of your subscription term.

d) Upon any changes to these Terms, You may be required to click to agree to the modified Terms in order to continue using the Software, and in any event continued use of the Software after the modifications take effect constitutes your acceptance of the modifications.



- e) Freeware users need to accept the updated Terms as well to continue using the Freeware product. For the avoidance of doubt, any purchase is subject to the version of the Terms in effect at the time of the purchase.
- f) If the provisions of these Terms were to give rise to any question of interpretation, You should contact us and We will then respond to You given that the terms and conditions of these Terms will have the meaning that We give to them.

## **15. 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](mailto:administration@lansweeper.com) at any time.

## **16. 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.

## **17. 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.

## **18. AUDIT**

We shall have the right upon 10 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 Software for a period of at least three years from the first use of the Software.