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LANSWEEPER RESELLING TERMS

These Lansweeper Reselling Terms ("**Agreement**"), govern the resale of the Lansweeper Product (as defined below) and form a legal contract between Lansweeper (as defined below) and the entity you represent ("**Partner**"). These Reselling Terms are filed and accessible via the Lansweeper Website (as defined below).

Lansweeper is an independent software vendor that provides an IT Asset discovery product, sold either directly by Lansweeper or through its authorized partners. Lansweeper wishes to authorize Partner to resell the Product under this Agreement. By requesting quotes from Lansweeper or placing orders for the resale of Subscription Plans (as defined below) to End-Customers (as defined below), Partner indicates that it has read, understood, and agrees to be legally bound by this Agreement.

This Agreement is only applicable to and can only be validly entered into by businesses. If you are agreeing to this Agreement for 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 that such legal entity will be bound by this Agreement. In such case, you further acknowledge and represent that you have the authority to validly bind that legal entity to this Agreement.

If Partner 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, 9820 Merelbeke, Fraterstraat 212, registered under enterprise number 0538.668.417 (Register of legal entities: Gent, division Gent) and VAT number BE0538.668.417.

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

1 DEFINITIONS

The following capitalized terms will have the following meaning:

a) "**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or 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.

b) "**Agreement**" means these Lansweeper Reselling Terms.

c) "**Asset**" has the meaning as defined in Lansweeper's Terms of Use.

d) "**Billing Contact**" means the entity or person indicated by the Partner to receive all billing-related information and the License Key.

e) "**Cloud Platform**" means a cloud-hosted platform managed by Lansweeper which allows the End-Customer to view its Content via an online account hosted by Lansweeper.

f) "**Controller**", "**Processor**", "**Personal Data**", "**Data Subject**", "**Process/Processed/Processing**" has the meaning as defined in Regulation (EU) 2016/679.

g) "**Confidential Information**" means all non-public information that Lansweeper designates as being confidential or can otherwise be reasonably considered to qualify as confidential information such as but without limitation Lansweeper's Documentation. Confidential Information does not include, however, information which (a) is or becomes generally available to the public other than as a result of a disclosure by Partner or its representatives, (b) was available to Partner on a non-confidential basis prior to its disclosure by Lansweeper or its representatives or (c) becomes available to Partner on a non-confidential basis from a person other than Lansweeper or its representatives who is not otherwise bound by a confidentiality agreement with Lansweeper or its representatives.

h) "**Data Protection Legislation**" means all applicable laws relating to the use, protection, and privacy of Personal Data applicable to each Party respectively from time to time.

i) "**Direct Billing**" has the meaning as defined in article 6.4 of this Agreement.

j) "**Documentation**" means user manuals, policies, release notes, installation notes, product specifications, email support and instructions made available by Lansweeper related to the Product, including without limitation the Lansweeper Knowledge Base and other written technical or functional documentation that Lansweeper provides or that are included in the Product, and may be updated by Lansweeper from time to time.

k) "**End-Customer**" means any legal entity (other than the Partner, its Affiliates, or its Sub-Resellers) that has acquired a license to use the Product for internal purposes.

l) "**End-Customer Content**" or "**Content**" means any data in electronic form input or collected through the Product by or from End-Customer, including without limitation by End-Customer'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.

m) "**End-Customer Subscription Plan**" means the Subscription Plan acquired by Partner for an End-Customer.

n) "**End-User**" means natural persons within the legal entity of the End-Customer that are using the Product solely for internal purposes.

o) "**Feedback**" means any comments, information, questions, data, ideas, description of processes, creative materials, suggestions, or other information

for improving or otherwise modifying any of Lansweeper's operations, products, or services, including without limitation the Product.

p) "**Free Trial**" means a free trial version of the Product that may be offered to Partner by Lansweeper for a specific Scope of Use with limited functionalities and for a limited Plan Duration as designated by Lansweeper for the benefit of an End-Customer to determine whether to purchase a Subscription Plan through Partner.

q) "**Indirect Billing**" has the meaning as defined in article 6.4 of this Agreement.

r) "**Knowledge Base**" means https://www.lansweeper.com/kb/ or any other URL provided by Lansweeper.

s) "**Lansweeper**"; Means Lansweeper NV, a limited liability company existing under Belgian law, with registered address at Belgium, 9820 Merelbeke, Fraterstraat 212 registered under enterprise number 0538.668.417 (Register of legal entities: Gent, division Gent) and VAT number BE0538.668.417; and any Lansweeper Affiliate.

t) "**Lansweeper Trademarks**" means any trademarks, trade names, service marks, symbols or logos of Lansweeper (excluding those of its Affiliates).

u) "**Licensed Software**" means Lansweeper's IT asset discovery software (including LsAgent), in object code format, to run on the End-Customer's systems, developed and owned by Lansweeper and licensed to the End-Customer under the provisions of Lansweeper's Terms of Use; the related Documentation; including any updates; supplements; modifications; enhancements; corrections; fixes and revisions thereof, as made available to the End-Customer at Lansweeper's discretion.

v) "**License Key**" means a unique code that allows the End-Customer to install and use the Product.

w) "**Order**" means an order for a certain Subscription Plan to the Product, placed by Partner for the benefit of an End-Customer.

x) "**Plan Duration**" means the duration of the End-Customer's right to use the Product, according to the Scope of Use as provided in the Order.

y) "**Product**" means the (i) Licensed Software to be installed and running on End-Customer's computers, and (ii) if included in the End-Customer's Subscription Plan, the Cloud Platform provided by Lansweeper to the End-Customer.

z) "**PO**" means an official purchase order issued by the Partner mentioning (i) the PO and quote reference number, (ii) Lansweeper's, Partner's and End-Customer's company details, (iii) the Billing Contact information for invoice delivery (including the Billing Contact email address), and (iv) the Asset and Help Desk-Agent quantity and total price.

aa) "**Scope of Use**" means the permitted scope of use of the Product which is always restricted to a certain amount of Assets and/or Help Desk-Agents (as defined in Lansweeper's Terms of Use) and may include additional limitations such as defined features and functionalities as further described in any applicable specific terms.

bb) "**Sub-Reseller**" means a legal entity that is granted by Partner the right to resell the Product according to the terms and conditions of this Agreement.

cc) "**Subscription Plan**" means the subscription plans provided by Lansweeper for the Product for a certain permitted Scope of Use of the Product as provided in the Order.

dd) "**Terms of Use**" means the agreement between Lansweeper or its Affiliates and an End-Customer that provides the usage rights to the Product and details the licensing conditions subject to which the Product is licensed to the End-Customer (accessible via https://www.lansweeper.com/terms-of-use/ or such other URL as specified by Lansweeper).

ee) "**Website**" means www.lansweeper.com, including any sub-domains.

Capitalized terms used in this Agreement but not defined above, are defined throughout this Agreement.

2 RESELLING TERMS

2.1 Authorization. Provided that Partner complies with the restrictions set forth below, Lansweeper hereby authorizes Partner on a non-exclusive basis to resell the Product, according to the ordered Subscription Plan. Partner's Affiliates are not authorized to perform under this Agreement. Further, Partner shall not sublicense its rights under this Agreement or distribute the Product to any Sub-Reseller or its Affiliates.

2.2 Restrictions. This Agreement grants Partner no title to or ownership of the Product, and Partner receives no rights to the Products other than those specifically granted in Section 2.1 (*Authorization*) above. Without limiting the generality of the foregoing, Partner shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Product's source code. Partner shall not use the Product acquired for resale under this Agreement for internal business purposes. Partner may not sub-license the Product, and Partner, Partner's Affiliates (if applicable), Sub-Resellers (if applicable) nor End-Customers will receive title to or ownership of any copy of the Product. Partner shall not, integrate the Product within its own software, products or services which are subsequently distributed or remove any Trademarks or other signs from the Product.

2.3 Compliance with laws.

2.3.1 *General*. Partner shall comply with all laws and regulations applicable to it, related to its performance under this Agreement. Specifically, Partner shall strictly comply with all applicable laws and regulations in the countries in which Partner resells the Product Subscription Plans, including, but not limited to, all laws and regulations pertaining to the distribution, promotion, and marketing of the Product.

2.3.2 *Government approvals*. Partner shall obtain all necessary import licenses or permits and any other government approval necessary for the importation of the Product into such country. Partner acknowledges that the Product may contain components implementing cryptography. Further Partner shall comply laws or regulations that require that the Product or this Agreement be registered with or approved by a government entity, after prior

written notice to Lansweeper specifying the required registration or approval.

2.3.3 *Export laws*. Partner shall comply with European Union, U.S., international or other applicable regulation, treaty, resolution, executive order, law, statue, or order related to the export of the Product, as applicable.

3 ORDERING AND DELIVERY

3.1 Order process.

3.1.1 End-Customer Paid Subscription Plans for the Product can be ordered through the following procedures: (i) placing an Order directly through Lansweeper's Website; (ii) requesting an automatic quote through Lansweeper's Website; or (iii) requesting a customer quote from a Lansweeper representative. As determined by Lansweeper or mutually agreed upon between Parties, Orders may be handled through Lansweeper's e-commerce partner or facilitated directly through Lansweeper. In the latter case, Partner must send a PO to Lansweeper.

3.1.2 Lansweeper quotes are only valid when issued by a Lansweeper representative and are noncommittal and do not create any agreement between Partner and Lansweeper, until the quote and this Agreement (which is incorporated by reference into the quote) are acknowledged and accepted by Partner. 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. Orders (including POs) placed by Partner are not binding upon Lansweeper, unless duly acknowledged and accepted by Lansweeper and following Partner's acceptance of this Agreement. All purchase and other conditions of Partner, irrespective of their name or the way they are transmitted, are expressly excluded and shall be null and void. Lansweeper may refuse any Order (including any PO) which includes any Licensee's terms and conditions.

3.2 End-Customer identification. When requesting a quote, Partner shall identify each End-Customer to Lansweeper in writing, providing the full legal name, registered office/physical address, e-mail address, contact-person name and contact-person e-mail address. When placing an order directly through Lansweeper's Website, Partner must provide the required End-Customer's details in the 'licensee details' section on the Website. Partner must provide its own details after having checked the 'different billing address' checkbox.

3.3 Extended Scope of Use.

3.3.1 During the Plan Duration (as defined below), Partner may increase the Scope of Use of the End-Customer's Subscription Plan by adding Assets or Help Desk-Agents (as defined in Lansweeper's Terms of Use). In such case, Partner may request a quote from Lansweeper for such upsell. To obtain a unified Plan Duration for the End-Customer, Partner will have the following options:

a) make the Plan Duration for the existing Subscription Plan coterminous with the Plan Duration for the new Subscription Plan. Concretely, this implies the start of a new Plan Duration for the extended Subscription Plan. In such case, the unused portion of the existing Subscription Plan is credited from the amount due for the new Subscription Plan; or

b) make the Plan Duration for new Subscription Plan coterminous with the Plan Duration for the already existing Subscription Plan. In such case, the license fee for the extended part of the Subscription Plan is calculated on a pro-rata basis for the remaining duration of the existing Plan Duration.

3.3.2 Further, Partner may amend, i.e., increase or decrease, the End-Customer's Scope of Use at the start of the End-Customer's next renewal period. In such case, Partner may request a quote at least thirty (30) days before the expiry date of the End-Customer's Subscription Plan.

3.4 License Keys.

3.4.1 Lansweeper will deliver the License Key by email to the Billing Contact email address provided by Partner after Lansweeper has received payment of the applicable license fees for the ordered End-Customer Subscription Plan. By way of exception to the foregoing, if Partner has placed a valid PO with Lansweeper, Partner will first receive a 30-day temporary License Key. Upon receipt of the license fees within payment due date, Partner will receive a full License Key covering the remainder of the End-Customer Subscription Plan Duration. If Partner would have received a full License Key without having settled all payments due for the concerned End-Customer Subscription Plan, Lansweeper reserves the right to disable the applicable License Key until receipt of full payment.

3.4.2 Partner is responsible for providing the License Key to the End-Customer.

3.4.3 In case of a renewed End-Customer Subscription Plan, Lansweeper will provide a new unique License Key subject to the conditions above. If Partner chooses not to renew the End-Customer Subscription Plan, the License Key will be disabled as of the expiry date of the current End-Customer Subscription Plan Duration. In case of late payment, the License Key for the renewal period will start retroactively on the date on which the End-Customer Subscription Plan is due for renewal.

4 SUBSCRIPTION TERMS

4.1 Duration. Unless otherwise agreed, the End-Customer Subscription Plan has a Plan Duration of one (1) year from the date indicated on the provided Order. .

4.2 Renewal and cancellation. The End-Customer Subscription Plan will automatically renew for successive periods of one (1) year (irrespective of the initial Plan Duration) unless Partner provides Lansweeper with a notice of its intent not to renew with a prior notice of thirty (30) calendar days before expiry of the End-Customer Subscription Plan Duration. Should the concerned End-Customer not wish to renew its Subscription Plan, it is Partner's responsibility to opt the End-Customer out of the automatic renewal system no later than before expiry of the End-Customer Subscription Plan. Notwithstanding the foregoing, Partner accepts and acknowledges that in case of Direct Billing, Partner shall place a PO with Lansweeper no later than before the Subscription Plan expiry date to secure the renewal.

4.3 Refund. If, as a consequence of Lansweeper's execution of its contractual obligations with an End-Customer, Lansweeper, in its sole discretion, deems that the End-

Customer would be eligible to receive a pro-rated refund from Lansweeper for a Subscription Plan purchased through Partner, and Lansweeper provides such refund to Partner, Partner will, upon receipt, immediately pay this pro-rated refund to the concerned End-Customer.

5 PRODUCT TERMS

5.1 Warranty. Lansweeper licenses the Product to End-Customers with the warranties as described in the Terms of Use ("**Warranties**"). All Products are provided to Partner "as is" and "as available" and Lansweeper and its licensors expressly disclaim any and all warranties and representations of any kind, including but without limitation any warranty of fitness for a particular purpose, functionality or merchantability, whether express, implied or statutory. Partner's instructions to End-Customers on the use of the Product shall be consistent with Lansweeper's Warranties and Documentation. Partner shall not make any representation, warranty or condition about the Product.

5.2 Product updates. Lansweeper shall provide the End-Customer with Product updates as described in the Lansweeper Terms of Use. Partner acknowledges and agrees that Lansweeper may change the features and functionalities of the Product or release a new version of the Product at any time and for any reason including, but not limited to, to respond to market changes, government regulation, orders, or law, to enhance innovation in the product offering, or to address the End-Customer's needs.

6 PRICING AND PAYMENT

6.1 Price and discount. Lansweeper calculates the license fees for its Product according to a unit price per Asset for a Subscription Plan. Lansweeper's unit price is available on Lansweeper's Website. Any discounts, if applicable, are provided at Lansweeper's discretion.

6.2 License fee rate changes. Lansweeper reserves the right to increase its unit price at any time. However, any price increase will only have effect upon renewal of the concerned End-Customer Subscription Plan and is subject to a thirty (30) calendar day written notice by Lansweeper to Partner.

6.3 Currencies. Please refer to the currency specified on the invoice.

6.4 Payment, term. Please refer to the payment information specified on the invoice. .
If applicable, Partner is obliged to update its credit card details from time to time through the hyperlink that is provided by Lansweeper, and no later than before expiry date of Partner's credit card. In case of none or late payment by Partner, Lansweeper may hold all pending Orders or suspend further distribution of License Keys until Lansweeper receive all payments due under this Agreement. This will not affect active End-Customer Subscription Plans for which Lansweeper has received due payment from Partner. In the event of payment via credit card or another online payment method, Partner agrees that Lansweeper may bill its credit card or other online payment method upon renewal of the End-Customer Subscription Plan.

6.5 Taxes. All license fees payable under this Agreement are exclusive of import duties, value added tax or any other applicable taxes. Partner shall pay any applicable taxes and third-party fees and shall comply with the applicable tax regulations. 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 Partner is required by law to withhold or deduct on the license fee payment to Lansweeper) is levied on the license fees, then Partner 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 Partner, after Partner has paid the license fees, where withholding taxes were withheld by Partner. Notwithstanding the foregoing, Lansweeper will employ reasonable efforts to cooperate to avoid any withholding tax if exemptions, or a reduced treaty withholding rate, are available. In such an event, Lansweeper will employ reasonable efforts to provide Partner with a tax residency certificate to allow the Partner to benefit from the exemption of the reduced treaty withholding rate. For the avoidance of doubt, in the event a reduced treaty withholding rate applies, Partner will still be held to gross up the payment for the license fees to cover the reduced withholding taxes withheld. Notwithstanding the foregoing, in case of indirect billing the tax provisions of Lansweeper's e-commerce partner shall apply.

6.6 Freedom to establish End-Customer pricing. Partner shall be free to determine its own pricing for the resale of End-Customer Subscription Plans. Partner shall bear all risk of non-payment by End-Customers and shall be solely responsible for all its costs and expenses. Partner may not terminate this Agreement, nor receive any refunds, due to non-payment by an End-Customer.

7 LANSWEEPER TERMS OF USE ACCEPTANCE

7.1 Lansweeper Terms of Use. Each End-Customer must accept Lansweeper's Terms of Use to be able to use the Product. Partner shall inform the End-Customer that the Terms of Use must be accepted by the End-Customer to validly use the Product through the acceptance procedure provided by Lansweeper. Partner will not resell the Product to any End-Customer that has not been informed thereof. Lansweeper may send direct communications to End-Customers related to the Terms of Use or the operation or delivery of the Product.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Ownership. Lansweeper is the owner of the Product and/or has valid licenses to any component of the Product, and that it has the full power and authority to grant the authorizations set out in this Agreement without further consent of any third party. Partner shall not describe the Product or its functionality in a way that implies or states that they are owned or have been developed by Partner.

8.2 Use of Trademarks. Partner may use the then-current Lansweeper Trademarks for the purpose of promotion and resale of the Product in accordance with the guidelines located at https://www.lansweeper.com/partners/lansweepertrademarks/, updated from time to time ("**Trademark Guidelines**"). Partner acknowledges and agrees that the Lansweeper Trademarks are provided "as is" and

Lansweeper expressly disclaims all warranties and representations thereto.

8.3 Use of promotional materials.

8.3.1 Lansweeper may provide Partner with promotional materials for the Product in English language ("**Promotional Materials**"). Partner shall have the right to distribute the Promotional Materials and/or to create and distribute additional promotional materials subject to Lansweeper's prior review and explicit approval. Such promotional materials may be used solely in connection with the Product. Lansweeper (or its licensor(s)) shall retain all intellectual property rights, including but not limited to copyrights, in the Promotional Materials.

8.3.2 Provided that Partner complies with the Trademark Guidelines, Partner has the right to create its own promotional materials for the Product, notwithstanding Lansweeper's right to object at any time to specific promotional materials. Partner shall in no way, implicitly or explicitly, imply ownership or exclusive rights to the Product in its promotional materials.

8.3.3 Partner shall not issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from Lansweeper.

8.4 Proprietary notices. Partner shall not undertake or permit the removal or alteration of any copyright, trademark, patent or other notices from the Product, Documentation or, if applicable, Lansweeper's promotional materials. Partner must reference Lansweeper on any Partner promotional materials for the Product.

8.5 Feedback. Lansweeper has not agreed to and does not agree to treat as confidential any Feedback that Partner provides to Lansweeper. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Lansweeper's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Partner or End-Customer. Lansweeper is not obliged to respond to any Feedback that is received unsolicited. By providing Feedback, Partner irrevocably transfers any rights and title in the Feedback to Lansweeper.

9 PRIVACY; END-CUSTOMER CONTENT

9.1 Contact Data. Lansweeper may process certain Personal Data (*i.e.* contact details) for the execution of the Agreement, such as information regarding sales personnel, subcontractors, and employees of Partner. In such cases Lansweeper will be considered a Controller under Data Protection Legislation and will process said Personal Data in accordance with its privacy policy (accessible at www.lansweeper.com/privacy-policy). Partner will inform these Data Subjects about the fact that their Personal Data will be transferred to Lansweeper and that Lansweeper will Process said Personal Data according to its privacy policy.

9.2 Data Sharing. The Parties may share Personal Data pertaining to contact details of (contact persons with) End-Customers, End-Users, prospects with each other by means of access, forwarding or transferring in any other way during this Agreement. In accordance with Data Protection Legislation, each Party is regarded as an independent Controller within the context of this Agreement. The Parties will process said Personal Data in accordance with the applicable Data Protection Legislation, and ensure it has adequate rights to transfer such Personal Data to the other Party in order for such Party to use the Personal Data as provided under this Agreement.

9.3 End-Customer Content. Partner will not have any rights (including without limitation access, use, disclosure) related to End-Customer Content. Lansweeper may process End-Customer Content and will in such case do so according to Lansweeper's Terms of Use, without any liability to Partner.

10 INDEMNIFICATION & LIABILITY

10.1 Lansweeper hereby disclaims any liability for (i) any obligations whatsoever arising from tort claims (including negligence, strict liability, and any other legal theory) relating to this Agreement, and (ii) any consequential, incidental, indirect or contingent damage whatsoever arising out of claims related to this Agreement. Lansweeper's aggregate liability and indemnity for direct damages shall in any case be limited to the value of the concerned End-Customer Subscription Plan purchased by Partner under this Agreement.

10.2 Partner will indemnify and hold Lansweeper, its Affiliates and their respective officers, employees and agents harmless from and against any and all losses, costs, damage and expenses (including reasonable lawyers' fees and other mutually agreed legal fees) which Lansweeper may bear or incur related to any claim arising out of or in connection with: (i) any End-Customer, as well as any such entity's employee, contractor, or other End-User, in so far such claim relates to Partner's obligations under this Agreement, (ii) negligence or violation of any applicable law, regulation or order; (iii) Partner's breach of the reselling license rights or authorizations granted under this Agreement, (iv) Partner's violation of the intellectual property rights vested in the Product (owned by Lansweeper and Lansweeper's licensors), (v) any intentional harm or willful act of Partner or any of its employees.

10.3 Lansweeper will indemnify and hold Partner harmless from and against any and all reasonable losses, costs, damage and expenses (including reasonable lawyers' fees and other mutually agreed legal fees) which Partner may bear or incur as a result of any claim relating to, arising out of or in connection with any claim as finally awarded by a court arising out of or in connection with (i) any End-Customer, in so far such claim directly relates to Lansweeper's obligations under Lansweeper's Terms of Use; and (ii) direct infringement of any third-party patent by the unmodified Licensed Software.

10.4 The above indemnification obligations are subject to the condition that each Party provides the other Party with: (a) prompt written notice of the third-party claim, (b) reasonable assistance in the defense and investigation of the claim, including providing a copy of the claim, all relevant evidence in its possession; and (c) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of the claim, subject to consultation with the other Party where relevant.

11 CONFIDENTIALITY

11.1 Partner will keep the Confidential Information confidential and agrees that it will use at least the same degree of care in protecting such Confidential Information as it uses to protect its own confidential information and at least a reasonable degree of care. Any Confidential Information

will be disclosed solely to personnel or officers of the receiving Party on a need-to-know basis and who have been instructed that all such Confidential Information is to be handled in strict confidence. Partner will be responsible for performance of the obligations set forth in the present section by any person to whom Confidential Information is disclosed.

11.2 Any Confidential Information may only be used by Partner for the purposes of this Agreement and may not be reproduced without the written consent of the disclosing Party, except where necessary to implement this Agreement or as otherwise specifically agreed. No disclosure of Confidential Information to a third party can be made without the prior written consent of Lansweeper, which will always be subject to the third party in question having provided confidentiality undertakings in writing equivalent in all respects to those contained herein. However, Confidential Information may be disclosed as required by a judicial or other governmental orders, if Partner either: (a) gives reasonable notice of the order to allow Lansweeper a reasonable opportunity to seek a protective order or otherwise prevent or restricts its disclosure; or (b) obtains written assurance from the entity issuing the order that it will protect the Confidential Information to the maximum level allowed under applicable law or regulation.

11.3 Except to the extent expressly set forth herein, neither the execution of this Agreement nor the disclosure of any Confidential Information will be construed as granting to Partner, either expressly or by implication, any right or license under any intellectual property right now or hereafter held or controlled by Lansweeper except to the extent necessary for Partner to perform its obligations under this Agreement.

11.4 Lansweeper may require Partner to return or destroy all Confidential Information (and copies thereof) supplied hereunder, to the extent technically possible.

12 TERM – TERMINATION – EFFECTS OF TERMINATION

12.1 Term. This Agreement shall enter into force on the Order date and are in effect as long as the concerned End-Customer Subscription Plan is in place, unless terminated in accordance with the provisions below.

12.2 Termination for cause. A Party may terminate this Agreement for cause with immediate effect, without prior notice, if:

12.2.1 the other Party breaches any term of this Agreement with respect to the terminating Party, its business, or the Product. In such an event, the affected Party will give the breaching Party not less than thirty (30) calendar days written notice and the opportunity to cure the breach if the cause for termination is curable within the thirty (30) calendar day period. If the cause for termination is not curable, termination is effective immediately upon written notice from the terminating Party.

12.2.2 one of the following breaches occurs: an act of disloyalty or fraud, violation of Lansweeper's intellectual property, non-compliance with the reselling license rights granted under this Agreement, none or late payment, and disclosure of confidential information.

12.2.3 Partner has become insolvent or declared bankrupt, has been dissolved or entered into liquidation or other similar proceedings, or has filed a voluntary petition for proceedings in temporary relief (or composition) of creditors, provided, however, in the latter case, that Partner 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.

12.2.4 there is a material change in Partner's management or business where a competitor of Lansweeper has obtained control over Partner, respectively, 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.

12.2.5 Lansweeper ceases to offer the Product or any End-Customer Subscription Plan(s), or if its right or ability to offer the Product is restricted, suspended, or terminated (whether pursuant to laws or other third parties). In such case, Partner will receive a pro-rated refund based on the unused portion of the respective End-Customer Subscription Plan(s) and will, upon receipt, immediately pay this pro-rated refund to the concerned End-Customer.

12.3 Effects of termination.

12.3.1 Upon termination of this Agreement, Partner will immediately cease using all rights granted by this Agreement and pay any outstanding amounts due to Lansweeper under this Agreement. Lansweeper reserves the right to communicate with the End-Customers and provide them with the option to purchase the Product directly from Lansweeper or other Lansweeper authorized partners or resellers to maintain the Subscription Plan for the End-Customers.

12.3.2 Partner and Lansweeper will cooperate to determine the options available to Partner's End-Customers and communicate to such End-Customers the possible options. This will include, if available, the option to purchase the Product directly from Lansweeper or other Lansweeper's authorized partners or resellers.

12.3.3 The following provisions will survive termination of this Agreement: (a) any obligation of Partner to pay the license fees incurred before termination; (b) sections 2.2 (*Restrictions*), 2.3 (*Compliance with laws*), 9 (*Privacy; End-Customer Content*), 10 (*Indemnification & Liability*), 11 (*Confidentiality*), and 13.2 (*Audit*); and (c) any other provision of this Agreement that must survive to fulfil its essential purpose.

13 MISCELLANEOUS

13.1 Authority. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

13.2 Audit. Lansweeper will, at its own cost, have the right to audit Partner's compliance with this Agreement during normal business hours, provided that (i) Lansweeper provides Partner with a ten (10) calendar 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 (unless a previous audit would have

revealed unauthorized use); and (iii) Lansweeper uses its reasonable endeavours to minimize the impact on Partner's business operations. Lansweeper will have access to all requested documents, equipment, information, and personnel which are reasonably required to verify Partner's compliance with this Agreement. If Lansweeper discovers non-compliance with this Agreement, then Partner will reimburse Lansweeper for the reasonable cost of the audit. In case Lansweeper would have access to Confidential Information during such audit, then Lansweeper will keep said Confidential Information confidential in accordance with the confidentiality provisions stipulated in this Agreement. Lansweeper's audit right under this section will survive for a period of one (1) year after the termination of this Agreement.

13.3 Force majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing Party's reasonable control.

13.4 Assignment. Parties may not assign this Agreement or any of its rights or obligations hereunder without express written consent of the other Party which will not be unreasonably withheld. As an exception to the foregoing, Lansweeper may, subject to a prompt written notice to Partner, transfer its rights and obligations under this Agreement in its entirety to (i) a successor resulting from a merger, acquisition, or sale of all or substantially all its business assets, or (ii) its Affiliates.

13.5 Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6 No waiver. Neither Party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of any breach of this Agreement will be a waiver of any other breach.

13.7 Applicable law / jurisdiction. . If Partner 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 Partner 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, Partner agrees to first try to resolve the dispute informally with Lansweeper. In the event of failure to resolve a controversy, (i) If Partner is contracting and purchasing from Lansweeper, Inc. jurisdiction is solely in the State of Texas, Williamson County (ii) if Partner 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.

13.8 Relationship. Partner and Lansweeper are independent contractors for all purposes regarding this Agreement. None of the provisions of this Agreement can be interpreted to mean that the Parties have agreed to form a company, an association, or a joint venture. Partner acts in its own name an on its own behalf and has no powers to commit or bind Lansweeper in any way or to incur any liability or obligations for or on behalf of Lansweeper, unless explicitly provided otherwise herein.

13.9 Notices. Notices pursuant to this Agreement will be given in writing by email to legal@lansweeper.com and partners@lansweeper.com for notices given by Partner and the Billing Contact email address provided by Partner for notices given by Lansweeper. Notices provided by Partner will be deemed received by Lansweeper after Lansweeper's confirmation of receipt via email. All notices to be made or given pursuant to this Agreement, shall be in the English language.

13.10 Entire agreement. This Agreement 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.

13.11 Amendments. Except where explicitly provided otherwise herein, Lansweeper may update or modify this Agreement from time to time for the 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 Partner. If a revision meaningfully reduces Partner's rights, Lansweeper will use reasonable efforts to notify Partner. Partner must notify Lansweeper within fifteen (15) calendar days of Lansweeper's notice if Partner does not agree with such changes, and Lansweeper (at Lansweeper's option and as Partner's exclusive remedy) may permit Partner to continue under the prior version of this Agreement until the expiry date of the concerned End-Customer Subscription Plan (after which the modified terms of the Agreement will apply).

13.12 Publicity rights. Lansweeper may make references on its Website and issue press releases where it refers to Partner as a reseller of the Product. Partner may identify itself as a Lansweeper authorized reseller.