

TERMS OF USE FING SERVICES

1. GENERAL

1.1. These Terms of Use Fing Services ("**Terms**"), together with the online order confirmation and the data processing agreement ("**DPA**") govern your use of the Fing Services (as defined below) and form a legal contract between 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 ("**Lansweeper**") and you or the entity you represent ("**you**"). These Terms are accessible via the Lansweeper website.

1.2. By purchasing, installing, or otherwise using all or any portion of the Fing Services (as defined below), you indicate that you have read, understood, and agreed to be legally bound by these Terms.

1.3. The Fing Services cannot be purchased, installed, or otherwise used by consumers.

1.4. If you are agreeing to these Terms for use of the Fing Services by the legal entity which you are acting for, you agree on behalf of that legal entity which will be bound by these Terms. In such case, you warrant and represent that you have the authority to validly bind that legal entity to these Terms.

1.5. You may not accept these Terms or use the Fing Services if you or anyone you represent is barred from using the Fing Services under the (export control) laws of the European Union, United States or any other country, and/or any applicable trade sanctions and embargoes.

2. DEFINITIONS AND INTERPRETATION

2.1. The terms and expressions written with a capital letter shall have the meaning given to them in this clause 2.1, unless the context in which they are used requires a different meaning.

"Agreement" means these Terms together with the online order confirmation and the DPA;

"Availability Service Level" has the meaning set out in clause 4.6. of these Terms;

"Business Day" means every day except Saturdays, Sundays and public holidays in the jurisdiction where Lansweeper is incorporated;

"Charges" means the amounts due to Lansweeper for the delivery of the Fing Service;

"Confidential Information" means all information which is disclosed by one Party to the other whether before or after Effective Date, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which

relates to a Party's business including its products, operations, processes, plans or intentions, developments, trade secrets, know how, design rights, market opportunities, personnel, suppliers and/or customers, all information derived from any of the above (including but not limited to these Terms) but excludes information which (i) at the Effective Date is, or becomes at any time after that date, within the public domain (other than as result of a breach of clause 9); (ii) is obtained, free from any restrictions as to its use or disclosure from a third party who was free to divulge it; and (iii) is developed by, or for, the receiving Party independently of any information received under these Terms and by persons who had no access to, or knowledge of, that Confidential Information;

"Contract Term" means each period as specified on the Lansweeper website and in the online order confirmation, beginning on the Effective Date and on each subsequent anniversary thereof during the Term;

"Distributable Code" means the sample code (i.e. the source code and the plugin code marked as "sample") and the object code contained in the FingKit SDK;

"Documentation" means the user guides and any other documents or information provided by Lansweeper in relation to the Fing Services as made available through the Lansweeper website and as may be updated from time to time;

"Effective Date" means the date of online acceptance of these Terms;

"End Users" means the ultimate end users of Partner Applications;

"Error" means any material, verifiable and reproducible failure of the Fing Services to conform in all material respects to features and functions as described in the Documentation (excluding any nonconformity resulting from a use that is not in compliance with these Terms and/or the Documentation);

"Feedback" means comments, information, questions, data, ideas, description of processes, or other information related to the Fing Services provided by you to Lansweeper. Feedback does not constitute Confidential Information of you;

"Fing Cloud API" means the set of restful API calls to query and interact with the underlying computer systems, discovery engine, mobile device firmware and software application platform to enable and deliver the Fing Services;

"Fing Data" means the data and other information created, stored, processed and used by or on behalf of Lansweeper, and which may be accessible through Fing Services;

"Fing Services" means the services aimed at (i) network scanning and monitoring; (ii) data enrichment services, including but not limited to identification of IP devices by type and/or brand and/or make and/or model and/or operating system (by name and/or version) connected to networks interacting with the Fing Cloud API and/or the FingKit SDK; and (iii) market data services for the provision of aggregated and statistical data provided through the Fing Cloud API and/or the FingKit SDK and including Fing Data. For the avoidance of doubt, Fing Services exclude any customization work provided by Lansweeper;

"FingKit SDK" means the Fing software development kit made available by Lansweeper to assist developers to integrate certain functionality of the Fing Services into Partner Applications, which includes the Distributable Code and any updates, supplements or support to or for the FingKit SDK generally made available by Lansweeper;

"Force Majeure" means any event which is beyond the reasonable control of a Party and which impacts the execution of its obligations under these Terms, including, but not limited to, natural disasters, epidemics, pandemics, extreme weather conditions, fire, riots, war and military operations, national or local emergency situations, acts or negligence of the government, economic disputes of any nature whatsoever, strikes, unannounced labour actions, fire, flooding, lightning, explosions, collapses, disruptions in traffic, the reduced or non-functioning of networks, systems or equipment of third parties as well as any act of negligence of a person or entity which is outside of the reasonable control of a Party;

"Free Trial" means a free plan of the Fing Services offered to you for testing purposes at no charge for a limited period of time, with limited features and functionalities, and subject to the license metrics as determined in Lansweeper's sole discretion;

"Intellectual Property Rights" means (i) copyright (including software rights), patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"Invalid Support Request" means a support request from you which does not comply with the conditions for a Valid Support Request provided for in clause 5.2 of the Terms;

"IP Claim" has the meaning given to it in clause 12.1;

"Means of Access" has the meaning given to it in clause 6.2;

"Paid Subscription" means a plan of the Fing Services offered to you for purchase against payment of Charges and as further described on the Lansweeper website and in the online order confirmation (e.g., available features and functionalities, license metrics such as maximum number of queried devices, ...);

"Partner Applications" means applications (such as web or other applications) that are (i) made available for download by you (e.g., via website, via "app store"); (ii) made accessible through your web

interface or service; or (iii) deployed on your or your Partner Customers' devices, and in any case that are designed to provide access to the Fing Services;

"Partner Customer" means your customer to whom a Partner Application is made available by you and that is not an End User;

"Partner Data" means all data and information transmitted by the End Users, in the specific form that is completed by you in the framework of the use of the Fing Services, but in any event excluding any Fing Data;

"Party" and **"Parties"** mean Lansweeper and/or you, as applicable;

"Planned Outage" has the meaning set out in clause 4.7 of these Terms;

"Support Business Day" means every day except Saturdays, Sundays and public holidays in Italy;

"Support Hours" means the hours during which Support Services will be made available to you, being Monday through Friday, from 9 AM till 6 PM, Central European Time (CET) during Support Business Days. For hours noted in CET, Central European Summer Time (CEST) will be used during spring to summer months;

"Support Services" means email support services whereby Lansweeper undertakes reasonable efforts to provide reasonable advice and guidance concerning the use of the Fing Services, and perform troubleshooting activities, allowing Lansweeper to resolve issues, either by providing you with the possible steps to resolve the Error, or undertaking the necessary measures on Lansweeper's end and informing you thereupon, provided that Lansweeper has received a Valid Support Request;

"Term" has the meaning given to it in clause 14.2; and

"Valid Support Request" means a support request from you in accordance with the conditions set forth in clause 5.2 of these Terms.

3. USE OF THE FING SERVICES

3.1. Lansweeper is active in the field of network scanning and device identification technologies and has developed the Fing Services which are made available to you subject to the terms and conditions of this Agreement. The Fing Services and the limitations associated with the Fing Services are described in the Documentation.

3.2. The Fing Services allow you to launch a query using specific data points in order to assist you with the identification of IP devices. Based on the data points provided by you the Fing Data are queried and a response is generated by Lansweeper based on the available Fing Data. You acknowledge and agree that (i) Lansweeper's obligations are limited to undertaking commercially reasonable efforts to provide a response to the query on the basis of the queried Fing Data as they are available, without any warranty regarding the accuracy, fitness for purpose or completeness of the Fing Data, (ii) the Fing Services are only a part of the IP device identification and you cannot rely only on the Fing Services in order to identify an IP device, and (iii) only you

will be responsible for all decisions taken on the basis of the Fing Services and response provided following your query.

3.3. Subject to full compliance with the Terms (including timely payment of all applicable Charges), Lansweeper hereby grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive right during the Term to (i) access and use, the Fing Services solely as necessary to design, develop, test and distribute Partner Applications and (ii) to embed them in the Partner Applications and to permit Partner Customers and End Users to access and use the Fing Services through the Partner Applications in accordance with the instructions as issued by Lansweeper, including the Documentation. For the avoidance of doubt, you are not allowed to distribute or commercialize the Fing Services licensed under these Terms on a standalone basis.

3.4. Lansweeper has the right to take all steps required in order to monitor the use of the Fing Services and to verify whether the use is in compliance with the Terms.

You may solely use the Fing Services as and in a way as expressly allowed under these Terms and in accordance with Lansweeper's instructions (including the Documentation). For example, but without limitation, you shall not (nor will allow or facilitate a third party to): (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party (except to Partner Customers or the End Users as permitted under clause 3.3) the Fing Services and Data or access to the Fing Services in any way; (ii) modify, alter, translate, tamper with or make derivative works based upon the Fing Services and Data; (iii) unless to the extent allowed under applicable law, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Fing Services and Data or access the Fing Services and Data in order to: (a) build a competitive product or service; (b) build a product using similar ideas, features, functions or graphics of the Fing Services; or (c) copy any ideas, features, functions or graphics of the Fing Services; (iv) access or use the Fing Services and Data in a way intended to avoid incurring Charges or exceeding usage limits; (v) access or use the Fing Data to build your own database outside of the license grant set forth in section 3.3 of these Terms, or (vi) remove any titles or trademarks, copyrights or restricted rights notices in the Fing Services.

3.5. If Lansweeper provides a "beta" release of Fing Services, you acknowledge and agree that the "beta" release is for evaluation purposes only and may contain Errors, fail, return inaccurate results, and/or be subject to other malfunctions. Lansweeper does not guarantee that a "beta" release will be commercially released and Lansweeper may change the "beta" release or terminate your use thereof at any time without prior notice. Use of the "beta" release is at your own risk and Lansweeper shall not be liable for any damages resulting from your use of the "beta" release.

4. SERVICE DELIVERY

4.1. All obligations of Lansweeper under these Terms are obligation of means. Lansweeper will use commercially reasonable efforts to provide the Fing Services in material conformity to what has been set out in the relevant Documentation.

4.2. Lansweeper does not guarantee that the Fing Services shall be without defects and shall function without interruption. Lansweeper has an obligation of means to repair Errors in the Fing Services within a reasonable time. Lansweeper is entitled to apply problem avoiding restrictions and/or workarounds. Lansweeper does not carry any responsibility for repairing defects in software or other items that are not developed by Lansweeper or not part of the Fing Services.

4.3. Taking into account the nature of the Fing Services as a Software-as-a-Service model, you acknowledge and agree that Lansweeper has the right to suspend access to the Fing Services for security and maintenance purposes (including to issue updates to the Fing Services).

4.4. In its own full discretion and according to its own timetable, Lansweeper may change the form and nature of the Fing Services, including through the issuing of updates to the Fing Services. Lansweeper reserves the right, when issuing an update to the Fing Services, to remove any existing feature or functionality from the Fing Services and you have no right to demand those features or functionalities to be supported. Where such removal would have a material impact on the Fing Services, Lansweeper will inform you thereof reasonably in advance but no later than ninety (90) days prior to implementing the update unless where such notice would be impossible or impractical due in particular but not exclusively to legal or security requirements or performance related issues. In case you have reported an Error, Lansweeper can postpone repair until an update is issued. All costs associated with the implementation of updates (including but not limited to making the Partner Applications compatible with the new versions) on your side, will be borne by you.

4.5. Lansweeper is not responsible for checking the accuracy and completeness of the (i) data points provided by you to Lansweeper as part of the Fing Services, (ii) response following the query using the Fing Services, (iii) the data generated using the Fing Services, and (iv) any decisions made by you on the basis of the use of the Fing Services.

4.6. Lansweeper undertakes commercially reasonable efforts to make the Fing Cloud API available at a monthly uptime percentage of 99.5% ("**Availability Service Level**"). The Availability percentage is calculated according to the following formulas and definitions:

- "**Availability**" means $100\% - \text{Unavailability} (\%)$
- "**Agreed Service Time**" means twenty-four (24) hours per day and seven (7) days a week during which the Fing Cloud API is to be available; and
- "**Unavailability**" means $(\sum \text{unplanned outages} \times 100\%) \div (\text{Agreed Service Time} - \text{Planned Outage})$

4.7. The Availability Service Level will exclude unavailability of the Fing Cloud API due to or resulting out of: (i) your use in a way that is not compliant with the Agreement (including the Documentation); (ii) your failure to follow the instructions resulting out of Lansweeper's Support Services (if applicable); (iii) Force Majeure events; (iv) Lansweeper's cloud hosting provider failure to comply with their own applicable service levels; and (v) routine scheduled maintenance or reasonably emergency maintenance to provide you with new features or fixes ("**Planned Outage**").

4.8. The Availability Service Level does not apply to: (i) any non-public available features of the Fing Services, whether or not in a beta free-release, that may be made available to you in Lansweeper's sole discretion; and (iii) Free Trial subscriptions.

5. SUPPORT SERVICES

5.1. Except as expressly stated otherwise herein, all subscription plans are eligible for Support Services subject to the below mentioned requirements. Support Services are provided via API.support@fing.com or any other communication medium chosen by Lansweeper) and will be available during Support Hours.

5.2. Lansweeper will only provide the Support Services for support requests meeting all of the following conditions ("**Valid Support Request**"):

- (a) You use the Fing Services according to the Agreement (including the Documentation);
- (b) You have not modified the Fing Services contrary to the Agreement, the Documentation or the configuration settings;
- (c) Lansweeper received the support request in English and you have identified yourself by providing your license number;

5.3. Subject to prior notification to you, Lansweeper reserves the right to invoice you any fees for Support Services provided by Lansweeper to you which, after examination of the support request by Lansweeper within a reasonable period upon provision of the Support Services to you, proves to be an Invalid Support Request or .

6. YOUR OBLIGATIONS

6.1. You shall be solely responsible for (i) your actions and the actions of your Partner Customers and End Users while using the Fing Services ; (ii) any Partner Customer's or End User's breach of these Terms or any applicable laws; and (iii) any Partner Applications, as well as any data, content, or resources that you or any Partner Customers or End Users create transmit, or display including through Partner Applications.

You ensure that, to the extent applicable and necessary, all of your Partner Customers and End Users are provided with full information of and comply with the obligations under these Terms (including but not limited to clause 3.3). You agree, and, to the extent applicable, agree to have its Partner Customers and End

Users agree: (i) to abide by all laws applicable to the use of the Fing Services, including but not limited to all national and international export laws and regulations that apply to the Fing Services and the restrictions on destinations and end use set forth therein; (ii) not to upload (knowingly or by negligence) or distribute content that contains malware, viruses, malicious files or other harmful code or any other similar software or programs that may access or damage the operation of the Fing Services, the related systems and networks or any other computer or device, including a third party's computer or device. In case of a breach of this clause, you will fully assist Lansweeper, at your own cost and expense, in mitigating the effects and restoring incidental losses, without prejudice to Lansweeper's other rights and remedies in accordance with applicable law and/or these Terms; (iii) not to interfere with or disrupt the Fing Services; (iv) not to attempt to gain unauthorized access to the Fing Services and Data; (v) not to work around any technical limitations in the Fing Services; and (vi) not include Distributable Code in malicious, deceptive, unlawful or inappropriate Partner Applications or Partner Applications which are contrary to good industry practice.

6.2. Access to and use of the Fing Services requires the creation of an account, by entering the requested information and choosing a login and a password (referred to hereinafter as "**Means of Access**"). You are responsible for the safeguarding, confidentiality, security and appropriate use of the Means of Access and undertake to take all steps to prevent any unauthorized third party from gaining knowledge and making use thereof. You will notify Lansweeper immediately by email of the loss, theft, breach of confidentiality or any risk of misuse of the Means of Access. You undertake to comply strictly with and to ensure the compliance by your Partner Customers and End Users with the appropriate procedures regarding access to the Fing Services.

6.3. You, and not Lansweeper, are responsible for taking all appropriate steps to back-up or otherwise secure or protect the Partner Data and the Partner Applications. For the avoidance of doubt, you acknowledge and agree that Lansweeper does not endorse any Partner Application or any third party websites, resources, and/or content that are connected to any Partner Application, all of which is your responsibility.

6.4. You warrant that the Partner Data, and Lansweeper's access to and processing of the Partner Data in the framework of the Terms, do not violate any laws and/or any third party rights.

6.5. By using the Fing Services, you consent, on behalf of your Partner Customers, to the transmission of the End User's network and computer information to Lansweeper. Hence, you require (or will cause your Partner Customers to require) each of the End Users to agree to the transmission of their network and computer information to Lansweeper.

6.6. You, and not Lansweeper, are responsible for obtaining, maintaining and paying for all hardware, software and communications equipment necessary to access and use the Fing

Services and comply with the requirements as set out in the Documentation.

7. ORDERING AND CHARGES

7.1. The Fing Services can be subscribed to, based on the following different subscription plans: (i) Free Trial, and (ii) Paid Subscription. Free Trial subscriptions are made available for download. Paid Subscriptions are offered for purchase and can be ordered through the Lansweeper website. Your selected Paid Subscription shall be identified on the online order confirmation. If a Paid Subscription plan is made available subject to certain eligibility criteria (as described on the Lansweeper website) you have the responsibility to verify if you meet such eligibility criteria before proceeding with your purchase. Further, it is your responsibility to continue to meet the eligibility criteria to secure valid use of the selected Paid Subscription plan. If you fail to meet the eligibility criteria, you shall reach out to a Lansweeper representative to upgrade to a different Paid Subscription plan.

7.2. The Charges for the Fing Services are published on the Lansweeper website and exclude VAT and other applicable taxes. Charges are payable immediately upon ordering. The available payment methods are specified on the Lansweeper website. Invoices may be sent through electronic means, via the invoice email address provided by you during the purchase process.

7.3. Lansweeper shall apply the currency for the Charges as provided on the Lansweeper website. Any costs or losses incurred by Lansweeper due to your payment in a different currency, shall be borne by you..

7.4. All payment obligations are non-cancellable and all Charges paid are non-refundable except as otherwise set forth in these Terms.

7.5. Lansweeper reserves the right to increase the Charges at the start of each Contract Term up to Lansweeper's then-current list price set out on the Lansweeper website. In such case Lansweeper will inform you thereof in writing at the latest forty-five (45) calendar days before the expiry of the then-current Contract Term. In the event you refuse to accept such Charges, you should terminate the Agreement in accordance with clause 14.2 of these Terms. In the event this was not done in a timely manner, the updated Charges shall apply and will be due as from the start of the next Contract Term.

7.1. You must pay any applicable taxes and banking fees. Lansweeper is not responsible for these fees. If you are located in a different country than Lansweeper, 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 you are required by law to withhold or deduct on the Charges payment to Lansweeper) is levied on the Charges, then you 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 you, after you have made the payment (*gross-up*) where withholding taxes were withheld by you. Notwithstanding the foregoing, the Parties 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 you with reasonable documentary proof.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Lansweeper (and its licensors, where applicable) owns all right, title and interest, including all Intellectual Property Rights in and to the Fing Services.

8.2. These Terms do not convey any rights of ownership in or related to the Fing Services or the Intellectual Property rights owned by Lansweeper (or its licensors, where applicable) other than the use rights explicitly provided in clause 3.3. Any trademarks used by Lansweeper or its licensors within or associated with the Fing Services, are trademarks of Lansweeper or third parties, and no right or license is granted to you to use them. You are not allowed to remove or change any Intellectual Property Rights, including logos and trademarks in the Fing Services and Documentation.

8.3. You (and your licensors, where applicable) own all right all right, title and interest, including all Intellectual Property Rights in and to the Partner Applications.

8.4. During and after the Term, you grant to Lansweeper a non-exclusive, worldwide, royalty-free, perpetual right and license to use, adapt, display, process, perform and distribute any anonymized, aggregated Partner Data.

8.5. You may choose to submit Feedback to Lansweeper which Lansweeper may, in connection with any of its products or services, freely use, copy, disclose, license, distribute and exploit in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. Nothing in this Agreement limits Lansweeper's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise

9. CONFIDENTIALITY

9.1. Without prejudice to clause 8.4, the receiving Party shall keep the Confidential Information of the disclosing Party confidential and shall in particular (i) use the disclosing Party's Confidential Information only for the purposes of fulfilling its obligations under these Terms; (ii) keep Confidential Information secure and at least use the same degree of care to protect the disclosing Party's Confidential Information than the receiving Party applies to its own like information (or information of its customer) of a similar nature; (iii) not disclose the disclosing Party's Confidential Information to any other person except as expressly set out in these Terms or without obtaining the disclosing Party's prior

written consent; and (iv) immediately notify the disclosing Party if it suspects or becomes aware of any unauthorised access, copying use or disclosure in any form or any of the disclosing Party's Confidential Information.

9.2. Notwithstanding clause 9.1, the receiving Party may disclose Confidential Information of the disclosing Party to its employees or third parties who are directly involved in and need to know such Confidential Information for the purpose of the provision or use of the Fing Services. The receiving Party has or agrees to put in place confidentiality terms no less onerous than those set out in these Terms. The disclosing Party assumes full responsibility for the acts or omissions of such person or entity.

9.3. Notwithstanding clause 9.1, the receiving Party may also disclose Confidential Information to individuals who are subject to professional or statutory obligations of confidentiality for the purpose of these Terms.

9.4. Neither Party shall be in breach of clause 9.1 where it is required to disclose the other Party's Confidential Information by law or by a court or regulatory authority of competent jurisdiction. Where a Party is so required to make such a disclosure, it shall, where practicable and/or permissible, consult with the disclosing Party as to the terms, content or timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure.

9.5. This clause 9 shall survive five (5) years after the termination or expiry of these Terms.

10. PERSONAL DATA

10.1. The Parties agree that to the extent the GDPR applies to personal data processed under these Terms they will comply with their obligations with respect to the processing of personal data as set out in the data processing agreement.

11. WARRANTIES

11.1. Other than as provided in these Terms, the Fing Services (including the Fing Data) are provided "as is" and Lansweeper makes no representations or warranties, express or implied, of any kind whatsoever (including, without limitation, satisfactory quality, fitness for a particular purpose, accuracy, correctness, custom or usage in trade). Lansweeper further makes no representations or warranties regarding, without limitation, the security, integrity, efficiency or capabilities of the Fing Services. Lansweeper may not be able to respond to or resolve all of your issues, and makes no promises, guarantees or assurances to that extent. Lansweeper's exclusive remedy for damage or loss arising from breach of the warranty as set out in this clause shall be, at Lansweeper' option, (i) the replacement of the Fing Services concerned at no cost to you; (ii) a workaround and/or update to address the Error in a manner that provides you with reasonably equivalent functionality as provided in the Documentation, at no cost to you or (iii) in the event Lansweeper is unable to replace or correct such failure by exercising commercially reasonable efforts within a reasonable

period of time, Lansweeper may terminate the Terms and your sole additional remedy shall be for Lansweeper to provide a *pro-rata* refund of any pre-paid Charges for periods after the effective date of termination.

12. INDEMNITIES

12.1. Lansweeper shall indemnify, defend and hold you harmless in accordance with the provisions of this clause 12.1 from and against any third-party claim asserted against you that the Fing Services (when used in accordance with the Terms and Documentation) directly infringe or misappropriate the Intellectual Property Rights of such claimant (an "IP Claim"). Lansweeper will pay those costs and damages finally awarded or settled (upon terms acceptable to Lansweeper) against you based on such IP Claim, within the limits set forth in clause **Error! Reference source not found.** and provided that: (i) you promptly notify Lansweeper in writing of such IP Claim; (ii) Lansweeper has sole control of the IP Claim you reasonably cooperate in all respects in the defence of each such IP Claim and all related settlement negotiations and you do not make any admission or disclosure or otherwise take any action prejudicial to Lansweeper; and (iii) such IP Claim does not relate to any act by you, including (without limitation) a change by you to the Fing Services, a non-compliance with the Terms or Lansweeper's instructions (including the Documentation), a combination of the Fing Services (with or the addition of the Fing Services to products or other software which has not been developed and supplied by Lansweeper (such as the Partner Applications), or failure to install an update where installation would have removed the cause of the infringement, or any breach of these Terms by you.

12.2. If a final judgment is entered against you on any such IP Claim, or if in Lansweeper's reasonable opinion you are likely to become subject to a successful IP Claim, then you shall permit Lansweeper, at Lansweeper's option and expense, either: (i) to procure the right to continue using the Fing Services; (ii) to replace or modify the same so that it becomes non-infringing, with functionality essentially being equal; or (iii) to terminate these Terms and provide a *pro-rata* refund of any pre-paid Charges for periods after the effective date of termination of these Terms.

12.3. The foregoing provisions of this clause 12 set forth the entire and exclusive liability of Lansweeper with respect to any IP Claim.

12.4. Without prejudice to Lansweeper's other rights and remedies under applicable law and these Terms, you will indemnify, defend and hold harmless Lansweeper from any claims, demands, actions and losses arising from or created by (i) any of your acts or omissions or any of its Partner Customer's and/or End Users' acts or omissions related to the access or use of the Fing Services; and/or (ii) an actual or alleged infringement or misappropriation of third party Intellectual Property Rights by your Partner Applications; and/or (iii) the distribution or use of the Partner's Applications or Partner Data.

13. RISK ALLOCATION

13.1. Except in case of Lansweeper's fraud or wilful default, and without prejudice to clause 11 and clause 12, Lansweeper is only liable for a breach of its obligations under these Terms if you notify Lansweeper in writing through a notice of default with observance of a reasonable period for remedy of at least ten (10) Business Days calculated as from the breach and Lansweeper fails to remedy the breach within a reasonable period. The notice must contain a complete and detailed description of the breach in order to allow Lansweeper to act adequately.

13.2. Without prejudice to clause 13.1, Lansweeper's liability for a failure to comply with an obligation under these Terms which is imputable to Lansweeper, is limited to compensation of proven losses in accordance with the following principles, which apply cumulatively: (i) the cumulative total aggregate liability of Lansweeper per Contract Term is limited to Charges paid by you in such Contract Term; and (ii) without prejudice to clause 13.1, Lansweeper is never liable for any indirect damage and/or consequential damage, such as but not limited to loss of profit, loss of income, loss of revenue, loss of anticipated savings, loss of opportunity, loss of customers, claims of third parties, damage as a result of loss and/or corruption of data, loss of goodwill and reputational damage.

13.3. Without prejudice to clause 13.1, Lansweeper shall have no liability or responsibility for problems in the Fing Services caused by misuse, misuse of Means of Access, the alteration or modification of the Fing Services by you, for problems arising out of the malfunction of your (internal or external) hardware, firewalls, network services, Errors caused by third party software or hardware or other infrastructure, or the configuration of such items, or for any (management) decisions that you, the Partner Customers or the End Users take on the basis of the Fing Services or for the consequences of such decisions.

13.4. Lansweeper shall not be liable due to delay or failure to comply with its obligations under these Terms, if this delay or failure was the result of Force Majeure. In such a case, Lansweeper may suspend or terminate your access to the Fing Services by giving you a prior written reasonable notice to the extent possible. In such latter case, Charges for Fing Services delivered until the termination date will be due on a pro rata basis.

14. TERM, SUSPENSION AND TERMINATION OF THE SERVICE

14.1. Free Trial subscriptions are entered into for a period defined in Lansweeper's sole discretion. The Free Trial will automatically expire and not be renewed upon expiry of that period.

14.2. Paid Subscriptions are subscribed to for an initial duration of a Contract Term, which shall be automatically extended for successive additional Contract Terms of the same duration as the initial duration ("**Term**") unless a Party has notified the other Party by e-mail at least thirty (30) days before the end of the then-current Contract Term that it does not wish to extend the subscription to the Fing Services.

14.3. Without prejudice to Lansweeper's other rights and remedies under applicable law and under these Terms, in the event of a breach by you of these Terms which would be susceptible to cure and provided that Lansweeper is in compliance with its own obligations under these Terms, Lansweeper shall have the right to (i) immediately suspend without prior notice a part or all of the Fing Services and access thereto; and/or (ii) terminate these Terms without court intervention upon ten (10) Business Days prior written notice specifying the breach, provided that such breach has not been cured within said ten (10) Business Days' period. Without excluding any other events being considered a material breach of these Terms, the Parties agree that the following examples of events shall be considered as a material breach by you: (i) any form of misuse of the Fing Services; (ii) any non-compliance with limitations on the use of the Fing Services as stated in these Terms, the Documentation or under applicable laws; (iii) any infringements on Lansweeper's Intellectual Property Rights; (iv) you have become insolvent or declared bankrupt, have been dissolved or entered into liquidation, or have filed a voluntary petition for proceedings in temporary relief (or composition) of creditors, provided, however, in the latter case, that you have not confirmed within thirty (30) days following a request by Lansweeper to that effect, that you will continue the Agreement and honor all of its obligations hereunder; or (v) your subscription is restricted, suspended or terminated (whether pursuant to applicable law or core dependencies on third parties) and/or and (vi) any non-compliance with payment obligations.

14.4. Subject to a notice period of forty-five (45) days Lansweeper has the right to terminate or suspend, at its sole option, the Agreement without termination compensation in the event Lansweeper ceases or is unable to offer the Fing Services or the your subscription thereto. In such case, you are entitled to receive a pro-rated refund based on the unused portion of your Paid Subscription, unless such termination happened with a prior notice of forty-five (45) days prior to the expiry date of your Paid Subscription Term.

14.5. In the event of expiry or termination of these Terms, the right of use granted in respect of the Fing Services hereunder shall immediately cease and you shall, upon the effective date of such expiry or termination: (i) cease using the Fing Services; (ii) immediately destroy all copies of the Documentation, Fing Data, FingKit SDK and Confidential Information in your possession, custody or control, and provide a written certificate certifying your compliance with this obligation upon Lansweeper's request; and (iii) immediately pay any Charges outstanding at the time of termination.

15. AUDIT

15.1. Lansweeper and/or its appointed third party auditor has the right to audit your compliance with the Agreement. In connection with such verification, Lansweeper shall have access to all requested documents, equipment, information and personnel which are reasonably required in order to verify your compliance.

15.2. You shall reasonably maintain the data which provides details on your use of the Fing Services and this for a period of at least one (1) year following your cessation of the use of the Fing Services.

15.3. Without prejudice to Lansweeper's other rights and remedies in accordance with applicable law and/or these Terms, if such verification or audit would reveal a non-compliance, Lansweeper has the right to invoice you for the costs of the audit as well as the (prior) unlicensed use of the Fing Services during the Term of your subscription.

16. MISCELLANEOUS

16.1. Lansweeper reserves the right to subcontract the execution of any part of these Terms to third parties, without prior notice or information.

16.2. You are not allowed to transfer all or any of its rights and obligations under these Terms to a third party without the prior written consent of Lansweeper. Lansweeper is entitled to transfer its rights and obligations under these Terms to third parties subject to informing you.

16.3. A waiver of any default hereunder or of any of the terms and conditions of these Terms will not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition but will apply solely to the instance to which such waiver is directed.

16.4. Any notices under this Agreement shall be sent by registered mail or by e-mail. Notices are to be sent by registered mail to 9200 Dendermonde, Zeelsebaan 83/Z, Belgium or by e-mail to legal@lansweeper.com. Notices by e-mail will be deemed received after Lansweeper's confirmation of receipt by Lansweeper via email. All communications and notices to be made or given pursuant to these Terms shall be in the English language

16.5. The provision of the Fing Services by Lansweeper shall be governed exclusively by the Terms and the data processing agreement. For the avoidance of doubt, the application of your own terms and conditions is expressly rejected.

16.6. Termination or expiry of these Terms, howsoever caused, shall not affect any provision of these Terms which is expressly or by implication intended to come into or remain in effect on or after termination or expiry including the following clauses: clause 8.4, 8.5, 9, 12.3, 13, 14.5, 15, **Error! Reference source not found.**, REF_Ref99009601 \r \h * MERGEFORMAT **Error! Reference source not found.** and 16.8.

16.7. These Terms are exclusively governed by Belgian law, without regard to its conflicts of laws rules or principles.

16.8. In the event of any controversy, you agree to first try to resolve the dispute informally with Lansweeper. In the event of failure to resolve a controversy, the courts of Lansweeper's registered seat are competent. The Parties agree that the UN Convention on Contracts for the International Sale of Goods

(Vienna, 1980) shall not apply to these Terms or to any dispute or transaction arising out of these Terms.

16.9. Except where explicitly provided otherwise herein, Lansweeper may update or modify the Agreement from time to time, for specific reasons, including but not limited to (i) applicable law; (ii) changes to the Fing Services; (iii) technical reasons; (iv) operational requirements; or (v) changes that are advantageous to you. If a revision meaningfully reduces your rights, Lansweeper will use reasonable efforts to notify you (by, for example sending an email to you, posting on Lansweeper's blog or in the Fing Services itself). You must notify Lansweeper within fifteen (15) days of Lansweeper's notice of the modifications that you do not agree with such changes, and Lansweeper (at Lansweeper's option and as your exclusive remedy) may either: (i) permit you to continue under the prior version of the Agreement until your next Paid Subscription (after which the modified Agreement will apply) or (ii) allow you to terminate the Agreement and receive a pro-rated refund based on the unused portion of the Term of your subscription.

16.10. Lansweeper may identify you as Fing Services user in Lansweeper's promotional materials. You may at any time request via legal@lansweeper.com that Lansweeper stops doing so.

16.11. If any provision of these Terms is or becomes illegal, invalid or unenforceable, in any respect it shall not affect or impair the legality, validity or enforceability of any other provision of these Terms; and if such provision would be legal, valid or enforceable to the extent some part of it were deleted, such provision shall apply with the minimum modifications necessary to make it legal, valid or enforceable