Terms and Conditions

Version 2.1, dated July 2023

By subscribing, accessing or using the Services you agree to the terms of this Agreement. If you are accepting these terms on behalf of another person, corporation or other legal entity, you represent and warrant that you have full authority to bind that person, corporation, or legal entity to these terms.

Lansweeper and Customer agree to the following Agreement and any Confirmation.

1. DEFINITIONS

1.1 Except to the extent expressly provided otherwise, in this Agreement:

Account means an account enabling a User to access and use the Cloudockit Services;

Affiliate means an entity that owns or controls, is owned or controlled by or is under common control or ownership with another entity, where 'control' is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity through majority ownership of voting securities or otherwise.

Aggregate Data means any data that is the result of aggregation and/or de-identification of Customer Data or derivations thereof, and which does not or no longer relates to an identified or identifiable natural person. Aggregate Data does not constitute Confidential Information of Customer;

Agreement means this agreement including the Confirmation;

Cloudockit Services means an independent software that provides automatic generation of architecture diagrams and technical documentation of Customer's cloud environments, as is specified in the Cloudockit Services Specifications;

Cloudockit Services Defect means a defect, error or bug in the Platform having a material adverse effect on the operation, functionality or performance of the Cloudockit Services, but excluding any defect, error or bug caused by or arising as a result of:
  a. any act or omission of the Customer or any User using or accessing the Platform or the Cloudockit Services;
  b. any use of the Platform or the Cloudockit Services contrary to the Cloudockit Services Specifications, whether by the Customer or by any User;
  c. a failure of the Customer to perform or observe any of its obligations in this Agreement; or

d. an incompatibility between the Platform or Cloudockit Services and any other system, network, application, program, hardware or software not specified as compatible in the Cloudockit Services Specifications.

Cloudockit Services Specifications means the latest version of the Cloudockit Services specifications, which may be amended from time to time and described at https://www.cloudockit.com/cloudockit-release-notes/;

Business Day means any weekday other than a statutory holiday in Montreal, Canada;

Confirmation means a confirmation notice issued electronically by Lansweeper, or any other person on its behalf, to the Customer, confirming the subscription to the Cloudockit Services, the Term of the subscription, the number of Users allowed, the number of Consulting Clients allowed (if applicable), the payment details, access credentials and any other custom terms as per determined on a custom quote;

Consulting Clients means current or future clients of any Customer who may use Cloudockit Services to provide accessory consulting services as part of its consulting activities;

Customer means the company that subscribed to the Services as detailed in the Confirmation;

Customer Confidential Information means any information disclosed by or on behalf of the Customer to Lansweeper at any time before the termination of this Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked as "confidential" or should have been reasonably understood by Lansweeper to be confidential and the Customer Data;

Customer Data means all data, works and materials uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to Lansweeper for uploading to the Platform; transmission by or storage on the Platform or generated by the Platform as a result of the use of the Cloudockit Services by the Customer, whether for internal use or for their Consulting Clients, in order to issue a Report;

Effective Date means the date of the subscription to the Cloudockit Services.

Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

Intellectual Property Rights means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights and patents);

Lansweeper means Lansweeper Canada Inc., a corporation duly organized under the laws of Canada with its principal place of business at 4349, Saint-Denis Street, Montreal, Quebec, Canada, H2J 2K9, and with company number 1334690-1;

Maintenance Services means the general maintenance of the Platform and Cloudockit Services, and the application of Updates;

Personal Data has the meaning given to it in the Personal Information Protection and Electronic Documents Act (Canada) or any other similar law or regulation applicable to Customer;

Platform means the platform managed by Lansweeper and used by Lansweeper to provide the Cloudockit Services, including the application and database software for the Cloudockit Services and the system and server software used to provide the Cloudockit Services;

Purchase Price means the price, excluding applicable taxes, paid for a subscription for the Cloudockit Services for the Term, number of Users and any other additional terms, as specified in the Confirmation and any Confirmation issued form the automatic renewal of the Cloudockit Services;

Report means a report generated by the use of the Cloudockit Services based on Customer Data;

Reseller means a party authorized by Lansweeper to resell Cloudockit Services;

Services means the Cloudockit services, the Support services and the Maintenance services;

Support Services means support in relation to the use of, and the identification and resolution of errors in, the Cloudockit Services, but shall not include the provision of training services;

Term means the length of time period specified in the Confirmation during which any User has the right to benefit from the Services;

Update means a hotfix, patch or minor version update to any Platform software; and

User means one, many, an unlimited number of users, an Azure subscription ID, or AWS account, as specified in the Confirmation and for which the Customer is granted authorization to access the Platform and the Cloudockit Services.

2. Cloudockit SERVICES

2.1 Lansweeper shall ensure that the Platform will, on the Effective Date, automatically generate an Account for the Customer and for the specific User.

2.2 Lansweeper hereby grants to the Customer a worldwide, non-exclusive, non-transferable access to use the Cloudockit Services for the internal business purposes of the Customer and, as applicable and informed on the Confirmation, for utilizing Cloudockit Services on the Customer's Consulting Clients during the Term.

2.3 The access granted by Lansweeper to the Customer under Clause 2.2 is subject to the following limitations:
   a. the Cloudockit Services may only be used by the officers and employees of the Customer that have been authorized by the Customer; and
   b. the Cloudockit Services must not be used at any point in time by more than the number of concurrent Users and/or number of Consulting Clients and/or any other specific terms specified in the Confirmation,

if any.

2.4 Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the access granted by Lansweeper to the Customer under Clause 2.2 is subject to the following prohibitions:

- the Customer must not assign its right to access and use the Cloudockit Services;
- each assigned User is granted to an individual, named person, and may not be shared between teams or multiple people in a virtual machine
- the Customer must not permit any unauthorized person or User to access or use the Cloudockit Services;
- the Customer must not use the Cloudockit Services to provide services to third parties in a manner that can compete with Lansweeper and Cloudockit as a software provider;
- the Cloudockit Services may be used by the Customer to provide accessory consulting services part of its consulting activities to its current or future Consulting Clients but in no way shall be used as a specific service or as its main business service to its clients;
- the Customer must not make any alteration to the Platform; and
- the Customer shall not copy, reverse engineer, disassemble, decompile, translate, or try to modify the Cloudockit Services or Platform.

2.5 The Customer will not receive, review, or otherwise use or have access to the source code for the Cloudockit Services or Platform.

2.6 At no time shall the Customer or any User engage in any illegal, deceptive or unfair trade or other practice that may adversely affect the image or reputation of the Cloudockit Services or Lansweeper or make any false, misleading or disparaging statement or representation regarding the Cloudockit Services or Lansweeper. The Customer shall use only sound business methods and ethical trade practices in promoting, marketing and distributing the Report resulting from the use of the Cloudockit Services.

2.7 The Customer shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorized User may gain access to the Cloudockit Services using an Account.

2.8 Lansweeper shall use reasonable endeavors to maintain the availability of the Cloudockit Services to the Customer at the gateway between the public internet and the network of the hosting services provider for the Cloudockit Services, but does not guarantee 100% availability.

2.9 In the event of any downtime, Lansweeper will use reasonable commercial efforts in order to solve the issue and keep the Customer informed of the expected repair period.

2.10 For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
   a. a Force Majeure Event;
   b. a fault or failure of the internet or any public telecommunications network;
   c. a fault or failure of the Customer's computer systems or networks;
   d. any breach by the Customer or any User of this Agreement; or
   e. scheduled maintenance carried out in accordance with this Agreement.

2.11 The Customer or any User must not use the Cloudockit Services in any way that causes, or may cause, damage to the Cloudockit Services or Platform or impairment of the availability or accessibility of the Cloudockit

Services.

2.12 The Customer must not use the Cloudockit Services:
- a. in any way that is unlawful, illegal, fraudulent or harmful; or
- b. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2.13 Customer may use the Cloudockit trademark, service marks, logos, or slogans on any Report. Any other use of the trademark shall be authorized in writing by Lansweeper. Customer shall not use the trademark in any unlawful manner or in any manner that tends directly or indirectly to lessen the value or goodwill thereof, is likely to confuse, mislead, or deceive the public, or to be adverse to the best interests of Lansweeper.

2.14 The performance of the Cloudockit Services may vary from computer to computer, and device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through, speed of your Internet connection and/or, where relevant,the allocated RAM and CPUs. The Customer is responsible for all Internet access charges, including download extra charges exceeding its internet package following the use of the Cloudockit Services. Please check with your Internet provider for information on possible Internet data usage charges. Lansweeper makes no representations or warranties about the quality and performance of the download speed and process time of the Cloudockit Services as it will vary based on a number of factors, including the Customer location, available bandwidth at the time and the configuration of the computer of the Customer or User.

3. MAINTENANCE SERVICES

3.1 Lansweeper shall provide the Maintenance Services to the Customer during the Term.

3.2 Lansweeper shall, where practicable, give to the Customer a prior written notice through the Cloudockit website of scheduled Maintenance Services that are likely to materially affect the availability of the Cloudockit Services or are likely to have a material negative impact upon the Cloudockit Services.

3.3 Lansweeper shall provide the Maintenance Services with reasonable skill and care.

4. SUPPORT SERVICES

4.1 Lansweeper shall provide the Support Services to the Customer during the Term.

4.2 Lansweeper shall provide the Support Services with reasonable skill and care.

4.3 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services. The Customer must not use the helpdesk for any other purpose.

4.4 Lansweeper shall respond within the delay of one Business Day to all requests for Support Services made by the Customer through the helpdesk.

5. TERM

5.1 This Agreement shall come into force upon the Effective Date.

5.2 This Agreement shall continue in force for the Term, subject to termination in accordance with this Agreement. The initial Term of this Agreement is specified in the Confirmation. This Agreement will automatically renew for successive terms of equal length as the initial Term unless Customer provides Lansweeper a notice of non-renewal at least fifteen (15) days prior to the end of the then current Term.

6. PURCHASE PRICE AND PAYMENT

6.1 Subscriptions to the Cloudockit Services can be ordered online through the Cloudockit website with the use of a credit card, a Lansweeper sales representative with the use of a Purchase Order, or a Cloudockit Reseller sales representative.

6.2 For direct sales through a Lansweeper sales representative, a Lansweeper quote will be issued prior to a Purchase Order. They are only valid when issued by a Lansweeper sales representative and are noncommittal and do not create any agreement between Customer and Lansweeper, until the quote and this Agreement (which are incorporated by reference into the quote) are acknowledged and accepted by Customer either via a Purchase Order or a signed agreement between Lansweeper and the Customer. Quotes are only valid for a limited duration as indicated on the quote. If no such term is provided on the quote, the quote shall only be valid for thirty (30) calendar days as of the date of the quote. Purchase orders issued by Customer are not binding upon Lansweeper, unless duly acknowledged and accepted by Lansweeper and following Customer's acceptance of this Agreement, which is confirmed by the Confirmation. All purchase and other conditions of Customer, irrespective of their name or the way they are transmitted, are expressly excluded and shall be null and void. Lansweeper may refuse any purchase order which includes any Customer's terms and conditions. In the event Customer's order provides a separate billing contact, Licensee remains ultimately responsible for payment of the Purchase Price.

6.3 For purchases through the Cloudockit website, the Customer shall pay the Purchase Price to Lansweeper at the time of the subscription, or any renewal. Lansweeper shall issue an invoice for the Purchase Price to the Customer on or shortly following the subscription to the Cloudockit Services

6.4 For purchases through a Lansweeper sales representative, The Purchase Price is payable within thirty (30) calendar days of the invoice date, unless otherwise specified on the order

6.5 The available payment methods and currencies are specified on the quote or the online order confirmation page, as applicable.

6.6 All orders and payment obligations are non-cancellable and non-refundable.

6.7 The Purchase Price for any renewal Term will be the Purchase Price advertised on the Cloudockit website, referred at clause 6.8 hereinbelow, at the time of the renewal Term.

6.8 The Purchase Price available at https://www.cloudockit.com/pricing/ is exclusive of all taxes and Customer is responsible for payment of all such taxes.

6.9 In case of payment through credit card or other online payment methods the Customer allows Lansweeper to charge its credit card or online payment account with the Purchase Price and applicable taxes for the subscription renewal under the terms of this Agreement, and this shall constitute a sufficient and valid authorisation by the Customer to do so.

6.10 Where relevant, payment processing services for Lansweeper on Cloudockit Services are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the **Stripe Services Agreement**). By agreeing to these terms , you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Cloudockit Services enabling payment processing services through Stripe, you agree to provide Cloudockit Services accurate and complete information about you and your business, and you authorize Cloudockit Services to share it and transaction information related to your use of the payment processing services provided by Stripe.

7. CUSTOMER DATA

7.1 The Customer hereby grants to Lansweeper a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of Lansweeper's obligations and the exercise of Lansweeper's rights under this Agreement in providing the Cloudockit Services, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, to the extent reasonably required for the performance of Lansweeper's obligations and the exercise of Lansweeper's rights in providing the Cloudockit Services.

7.2 The Customer warrants to Lansweeper that the use of the Customer Data by Lansweeper in accordance with this Agreement will not breach the provisions of any law, statute or regulation, infringe the Intellectual Property Rights or other legal rights of any person; or give rise to any cause of action against Lansweeper, in each case in any jurisdiction and under any applicable law.

7.3 During and after the Term, Customer grants to Lansweeper a non-exclusive, worldwide, royalty-free, perpetual right and license to extract and use, adapt, display, process, perform and distribute any Aggregate Data at Lansweeper's sole discretion, for any purpose, including but not limited to (i) Lansweeper's provision of the Cloud Services and granting the Customer access thereto; (ii) verify Customer's compliance with the Agreement; (iii) provide Support Services, where applicable and (iv) improvement, modification and testing of the Cloud Services. Where Aggregate Data relates to a specific end-user and allows for identification of that end-user, such Aggregate Data shall only be used for internal Lansweeper purposes.

8. NO ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

8.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Lansweeper to the Customer, or from the Customer to Lansweeper.

9. CONFIDENTIALITY OBLIGATIONS

9.1 Unless otherwise provided in the Agreement, 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 the Agreement; (ii) protect the confidentiality of the Confidential Information of the disclosing Party by using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care; (iii) not disclose the disclosing Party's Confidential Information to any other person except as expressly set out in the Agreement 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 unauthorized 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 Product. The receiving Party has or agrees to put in place confidentiality terms no less onerous than those set out in the Agreement. 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 the Agreement.

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 the Agreement.

10. DATA PROTECTION

10.1 The Customer warrants to Lansweeper that it has the legal right to provide Personal Data to Lansweeper in connection with provision of the Services, and that the processing of that Personal Data by Lansweeper in connection with the provision of the Services will not breach any applicable data protection or data privacy laws.

11. WARRANTIES

11.1 Lansweeper warrants to the Customer that:
   a. the Platform and Cloudockit Services will conform in all material respects with the Cloudockit Services Specifications;
   b. the Cloudockit Services will be free from Cloudockit Services Defects;
   c. the application of Updates to the Platform by Lansweeper will not introduce any Cloudockit Services Defects into the Cloudockit Services; and
   d. the Platform will incorporate security features reflecting the requirements of good industry practice.

11.2 The Customer warrants to Lansweeper that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

11.3 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

12. ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS

12.1 The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, Lansweeper gives no warranty or representation that the Cloudockit Services will be wholly free from defects, errors and bugs.

12.2 The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, Lansweeper gives no warranty or representation that the Cloudockit Services will be entirely secure.

12.3 The Customer acknowledges that the Cloudockit Services are designed to be compatible only with that software and those systems specified as compatible in the Cloudockit Services Specification; and Lansweeper does not warrant or represent that the Cloudockit Services will be compatible with any other software or systems.

12.4 The Customer acknowledges that Lansweeper will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Cloudockit Services; and, except to the extent expressly provided otherwise in this Agreement, Lansweeper does not warrant or represent that the Cloudockit Services or the use of the Cloudockit Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

12.5 The Customer acknowledges that the accuracy of the content of the Report is not guaranteed in all material respects and that it is based on the quality and accuracy of the Customer Data and the Microsoft Azure, AWS, GCP, VMWare and/or HyperV data;

13. LIMITATIONS AND EXCLUSIONS OF LIABILITY

13.1 Nothing in this Agreement will:
   a. limit or exclude any liability for fraud or fraudulent misrepresentation;
   b. limit any liabilities in any way that is not permitted under applicable law; or
   c. exclude any liabilities that may not be excluded under applicable law.

13.2 The limitations and exclusions of liability set out in this Clause 13 and elsewhere in this Agreement:
   a. are subject to Clause 13.1; and
   b. govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty,

except to the extent expressly provided otherwise in this Agreement.

13.3 Lansweeper shall not be liable to the Customer in respect of:

    a. any losses arising out of a Force Majeure Event;
    b. loss of profits or anticipated savings;
    c. any loss of revenue or income;
    d. any loss of use or production;
    e. any loss of business, contracts or opportunities;
    f. any loss or corruption of any data, database or software; and
    g. any special, indirect or consequential loss or damage.

13.4 The liability of Lansweeper to the Customer under this Agreement in respect of any event or series of related events shall not exceed the Purchase Price for the then current Term where a fault may have caused a damage to the Customer.

14. INDEMNIFICATION

14.1 Customer agrees to indemnify, defend, and hold Lansweeper harmless from all claims, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any: (i) Customer breach of this Agreement; (ii) Customer Data passing to or from Customer through the Cloudockit Services or the Platform; (iii) taxes arising from the Purchase Price whether now in effect or imposed in the future; (iv) failure by Customer to obtain all necessary consents related to Customer Data; (v) claims by third parties arising from Customer's use of the Cloudockit Services; and (vi) any reasonable costs and attorneys' fees required for Lansweeper to respond to a subpoena, court order or other official government inquiry regarding Customer Data or Customer's use of the Cloudockit Services.

14.2 Lansweeper shall defend and hold Customer harmless from any claim by a third party that the Cloudockit Services infringe any patent, copyright or trade secret of that third party. The foregoing obligation of Lansweeper does not apply with respect to Cloudockit Services: (i) not supplied by Lansweeper; (ii) used in a manner not expressly authorized by this Agreement (iii) made in accordance with Customer's specifications; (iv) modified by anyone other than Lansweeper, if the alleged infringement relates to such modification; (v) combined with other products, processes or materials where the alleged infringement would not exist but for such combination; or (vi) where Customer continues the allegedly infringing activity after being notified thereof and provided with modifications that would have avoided the alleged infringement.

14.3 The parties may request indemnification under this provision, provided they: (a) promptly give written notice of the claim to the indemnifying party; (b) give sole control of the defense and settlement to the indemnifying party (provided any settlement relieves the indemnified party of all liability in the matter); (c) provide all available information and reasonable assistance; and (d) have not previously compromised or settled such claim.

15. FORCE MAJEURE EVENT

15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

15.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:

    a. promptly notify the other; and
    b. inform the other of the period for which it is estimated that such failure or delay will continue.

15.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

16. TERMINATION

16.1 Lansweeper may terminate this Agreement for cause immediately and without notice to Customer if: (a) Customer commits a breach of this Agreement; (b) Customer becomes insolvent; or (c) Customer makes an unauthorized assignment of this Agreement. Further, 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 Cloudockit Services or the Customer's subscription thereto, in which case Customer is entitled to receive a pro-rated refund based on the unused portion of Customer's subscription to the Cloudockit Services.

16.2 Lansweeper reserves the right to suspend or terminate Customer's subscription if Customer fails to pay within the payment term as determined by Lansweeper. In case Customer purchases the License via a Reseller, Lansweeper holds the right to suspend or terminate Customer's subscription in the event Customer fails to fulfill the payment obligation to the Reseller within the payment terms set by the Reseller.

16.3 Upon termination of this Agreement, Customer agrees that its Account and all Customer Data or Customer Confidential Information will not be accessible anymore and Lansweeper shall not have any obligation to retain such Customer Data or Customer Confidential information, which may be irretrievably deleted.

17. EFFECTS OF TERMINATION

17.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save for the provisions that shall survive by their nature.

17.2 The termination of this Agreement shall not affect the accrued rights of either party.

17.3 Upon termination, any Purchase Price paid by Customer for the Services may not be refund and the Customer agrees that such amount is a reasonable estimate of Lansweeper's damages and represent a counterparty for the Service and not a penalty. Notwithstanding the terms of article 2125 of Québec Civil Code, the Customer acknowledges and accepts that the Agreement may not be terminated before the Term or any renewal Term unless Lansweeper is paid for the entirety of such Term.

18. SALES THROUGH RESELLERS

18.1 In case Customer purchases the Cloudockit Services from a Reseller, this section applies and takes priority over any contrary provisions in the Agreement.

18.2 If Customer's current Reseller is no longer authorized to resell the Cloudockit Services, Customer has the obligation to continue purchasing via another Reseller or purchase directly from Lansweeper.

18.3 Lansweeper can suspend or terminate Customer's subscription if Customer fails to pay Reseller within the payment term as determined by Reseller.

18.4 The amount paid or payable by Customer's Reseller to Lansweeper for Customer's use of the Product, will be deemed the Purchase Price paid or payable to Lansweeper for purposes of interpreting the limits set forth in clause 13 of this Agreement.

18.5 The following must be established by Customer's Reseller: (i) prior notice terms for cancellation of Customer's Cloudockit Services; (ii) delivery of license key; and (iii) provisions regarding order placement, payment and taxes.

19. NOTICES

19.1 Any notice from one party to the other party under this Agreement may be given, for the Customer by email to Lansweeper at the following email address: legal@lansweeper.com and by Lansweeper to Customer at its email address specified in the Confirmation.

20. GENERAL

20.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

20.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

20.3 Lansweeper reserves the right to modify the terms and conditions of this Agreement at any time, effective upon the posting of an updated version at https://www.cloudockit.com/terms/. Customer is responsible for regularly reviewing this Agreement. Continued use of the Services after any such change shall constitute Customer's consent to the changes.

20.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement. Notwithstanding the foregoing, upon prior written notice, Lansweeper may assign this Agreement: (a) to its Affiliate; and (b) in

connection with any merger, amalgamation, acquisition, consolidation, or reorganization involving Lansweeper (regardless of whether Lansweeper is the surviving or disappearing entity), or a sale of all or substantially all of Lansweeper's business or assets relating to this agreement to an unaffiliated third party or an Affiliate.

20.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

20.6 Subject to Clause 20.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

21. APPLICABLE LAW & JURISDICTION

21.1 This Agreement is exclusively governed by the laws of the Province of Québec (Canada), without regard to its conflicts of laws rules or principles.

21.2 In the event of any controversy, Customer agrees to first try to resolve the dispute informally with Lansweeper. In the event of failure to resolve a controversy: jurisdiction shall be instigated at the proper court in the judicial district of Montréal, to the exclusion of any other.

21.3 The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.