

## Licence Agreement

### - Netviewer Software and Provision of Server Access -

#### Article 1 Scope of licence

1. This licence agreement is between Netviewer AG and the user (hereafter referred to as "End User") of one of the software programs (hereafter: "the Software"), including documentation, provided by Netviewer AG on a continuous basis and on servers provided by Netviewer AG (hereafter: "Netviewer Servers"); this licence agreement is applicable regardless of whether the End User acquired the Software:

- a) directly from Netviewer AG, or
- b) from a third party (e.g. a Netviewer Sales Partner, Netviewer Reseller or Netviewer Market Developer).

Where the Software has been purchased directly from Netviewer AG (clause 1, a), the Licence Agreement complements the purchase agreement entered into by the End User and Netviewer AG. Where the Software has been purchased from a third party (clause 1, b), the Licence Agreement complements the agreement entered into by the End User and the third party.

2. This Licence Agreement defines the rights granted to the End User for the use of the Software (see article 2, article 3, clause 3) and the provision of access to the Netviewer Servers by Netviewer AG (see article 3, clauses 1 and 2).
3. Netviewer AG and the End User agree that, in the event of purchase of the Software from a third party (article 1, clause 1, b)), Netviewer AG shall not be held liable for warranty, defects or damages in relation to the Software, with the exception of granting of user rights (see article 2, article 3, clause 3) and the provision of access to Netviewer Servers. In such a case, the rights of the End User in relation to the supply of the Software are defined in the purchase contract entered into with the third party.

#### Article 2 Software End User rights

1. The Software made available to the End User consists of program components that are used on the hardware of the End User (known as consultant, master or moderator programs) and program components designed for use by the communication partner of the End User (known as host or participant program). Detailed specifications of these components are laid down in the product and service description of Netviewer AG. Both client/host/participant and consultant/ master/ moderator programs are supplied to the End User and are hereafter collectively referred to as the **Netviewer Software**. The user rights granted to the End User in this Licence Agreement include the right of the communication partner of the End User to install and use the participant program. The communication partner of the End User can thus use the client or participant program made available by the End User without having to acquire separate user rights, provided that the communication for which the program is used is initiated by the End User.
2. All rights of Netviewer Software made available to the End User and their communication partner for their use are held by Netviewer AG. The End User is entitled to use Netviewer Software in accordance with the following clauses and any existing separate agreements. Any other use is prohibited.
3. Netviewer AG grants the End User the non-exclusive right to use Netviewer Software for his own purposes in accordance with clauses 5 to 10. This right is not limited in time or restricted to a particular location.
4. The purchase of Workstation Licences entitles the End User to run the Netviewer Software on the agreed number of computers at the End User's premises.
5. The purchase of Concurrent User Licences entitles the end user to use the Netviewer Software on the agreed number of computers at the end user's company, however, the Netviewer software may be used simultaneously by no more than the number of users that corresponds to the number of purchased licences.

6. The End User is entitled to produce as many copies of the Netviewer Software for backup purposes as is deemed reasonable according to the latest state of technology. The End User is obliged, as far as this is reasonably possible, to label the backup copies of the Netviewer Software with the note that identifies Netviewer AG as the owner of the copyright. This copyright information must correspond the copyright information included in the supplied programs.
7. The End User is not entitled to grant sublicences for the use of the Netviewer Software. This does however not apply to the use of the program by the communication partner of the End User as described in above clause 1, section 4.
8. The End User is not entitled to make the Netviewer Software available to a third party without the explicit written consent of Netviewer AG. Such a consent by Netviewer AG shall only be granted, provided that the End User agrees to give up his rights in connection with the Netviewer Software and provided that Netviewer AG is in possession of a written declaration by the third party in question, in which the third party agrees to comply with the terms and conditions in this Licence Agreement. The End User must also submit a written declaration, confirming that he does not have in his possession or control any copies of the Netviewer Software.
9. The End User is not entitled to edit, change or otherwise modify the Netviewer Software. The End User shall not decompile the Netviewer Software, unless he is legally entitled to do so (according to article 69 e of the German Copyright Act (UrhG), and provided that Netviewer AG has been requested by the End User to provide information in connection with interoperability but failed to do so within a reasonable period of time. The right of the End User to integrate the Netviewer Software with other computer programs remains unaffected.
10. The End User is not entitled to access to the source code of the Netviewer Software.

### **Article 3 Provision of access to the Netviewer Servers and use of the Server Software**

1. Netviewer AG shall make the Netviewer Servers available to the End User, free of charge, and according to the detailed specifications in the product and service descriptions issued by Netviewer AG. The software stored on the Netviewer servers and made available to the End User is known as the Server Software. The Netviewer Servers and the Server Software are required for the establishment of connections between the End User and his communication partners when using the Netviewer Software.
2. The obligation on the part of Netviewer AG as laid down in above clause 1, section 1 is limited to the provision of Netviewer Servers equipped with Server Software that are accessible through the Internet, and availability of the Netviewer Servers as specified in the product and service description of Netviewer AG. The End User is obliged to provide, at his own cost, the necessary working environment, including the hardware with a suitable operating system and Internet connection according to the specifications by Netviewer AG.
3. All rights on the Server Software stored on the Netviewer Servers are held by Netviewer AG. Netviewer AG makes the Server Software available for use on the Netviewer Servers only. The End User is not entitled to a copy of the program or the source code of the Server Software. The End User is entitled to use the Server Software insofar as this is necessary for the proper use of the Netviewer Software.
4. At the request of the End user, Netviewer AG shall provide the Customer with a copy of the Server Software for installation and use on the Customer's own servers. In this case, the use of the Server Software is subject to a separate purchase and licence agreement between the parties. The terms of the Server Software Licence Agreement have precedence over those of this agreement covering the use of the Netviewer Software and the provision of Netviewer Servers.

#### **Article 4 General business terms and conditions**

In addition to the Licence Agreement, the General Business Terms and Conditions of Netviewer AG as valid at the date on which this Licence Agreement was entered into apply. The General Business Terms and Conditions of Netviewer AG can be viewed at [www.netviewer.net](http://www.netviewer.net). The business terms and conditions of the End User are not applicable.

#### **Article 5 Final clauses**

1. Any disputes arising from this Licence Agreement shall be settled before a competent court in Karlsruhe, provided that the Customer is a registered trader, a legal entity under public law, or a special asset governed by public law, or if the Customer is not located in Germany.
2. The Licence Agreement is governed by German Law. The UN Sales Convention is not applicable.

**January 2008**

**Netviewer AG, Karlsruhe**