

General Business Terms and Conditions of Netviewer AG

Article 1 Scope

1. These General Business Terms and Conditions apply to all business relationships between Netviewer AG and a trade customer as defined in article 14 of the German Civil Code (BGB) (hereafter referred to as the **Customer**).
2. The business terms and conditions of the Customer are not applicable. This also applies in cases where Netviewer AG enters into a contract with the Customer without specifically rejecting the business terms and conditions of the Customer.
3. Amendments to contracts must be made in writing. This also applies to the above clause stipulating that amendments must be made in writing.
4. For commercial transactions, the General Business Terms and Conditions of Netviewer AG in the version valid at the time of the signing of the respective contract apply, even if Netviewer AG does not specifically refer to this fact when entering into subsequent agreements with the Customer.

Article 2 Content of contracts

1. All offers by Netviewer AG are not binding. Contracts entered into with Customers are only valid after written confirmation or actual performance by Netviewer AG.
2. Netviewer AG is entitled to accept an order by a Customer within one week after posting of the order.
3. Netviewer AG reserves the right to deviate from the delivery or performance as specified, provided that such a deviation is deemed immaterial and in accordance with normal trade practice, and provided that it does not affect guaranteed features of the product or performance.
4. Product and service descriptions (in particular also details published on the website of Netviewer AG) shall not be interpreted as guaranteed features in the legal sense. Only written specifications that are explicitly identified as being guaranteed by Netviewer AG shall be legally binding. Within the scope of existing technical and operational possibilities Netviewer shall transfer software to the customer that enables desktop sharing between two Windows computers connected via the Internet. Any abuse shall authorize Netviewer terminate the agreement without notice.
5. If performance of an agreed order is not possible, for whatever reasons, Netviewer AG reserves the right to withdraw from the contract, provided that the Customer is informed without delay of the unavailability of the product or service and that any counter-performance by the Customer is reimbursed.

Article 3 Payment

1. The price agreed with the Customer is binding. If there is no such agreement, the payment due shall be calculated from the pricelist of Netviewer AG as valid at the date of the contract. All prices are net, subject to VAT.
2. Not included in the price are costs for installation and training, and charges payable by the customer for Internet connection, data transmission and reception as required in connection with the supplied product or service. Any maintenance of the purchased software provided by Netviewer AG and the fee for such services are based on a maintenance contract, which is separate from the purchase contract.
3. All amounts invoiced by Netviewer AG shall be payable net within a period of 14 days from the date of performance or delivery, unless different terms have been agreed in writing. Insofar as the customer has

provided direct debit authorization, Netviewer AG shall collect the invoice amount from the customer's account on the date due by means of automatic debit transfer. In the event that the customer has not provided direct debit authorization, then the invoice amount must be credited to the account indicated on the invoice by the due date on the invoice.

4. The customer shall be obliged to provide direct debit authorization upon conclusion of renting agreements. The fees for use shall be payable in advance on a semiannual basis and deducted from the customer's account three days following receipt of the invoice.
5. The customer shall inform Netviewer AG in writing within seven days after receipt of the invoice in the event of objections to the invoice amounts. Failure to report objections on time shall be considered as acknowledgment. Legal claims to which the customer may be entitled in the case of justified objections after elapse of the deadline shall remain unaffected.
 - a. The customer shall be obliged in particular
To pay the agreed remuneration on time. For each unredeemed check or unredeemed debit the customer shall reimburse Netviewer to the extent of the costs incurred.
 - b. Immediately notify Netviewer AG in writing of a change in name, address, banking details or the recipient of the invoice.
6. In the event of default in payment, Netviewer AG shall be entitled to charge interest on arrears to a maximum rate of 8 percentage points above the base rate. Netviewer AG reserves the right to claim compensation for damages or a higher interest rate on arrears on other legal grounds.
7. The customer shall be entitled to set off claims against Netviewer AG, provided that these claims are undisputed and recognised by declaratory judgment. The Customer's right of retention is limited to claims against Netviewer AG arising from the same contract.

Article 4 Performance

1. Netviewer AG supplies its software by the following means:
 - a. handing over of a data medium on which the software is stored;
 - b. provision of the software for download, with notification of the Customer;
 - c. data transfer by means of e-mail.Netviewer AG reserves the right to choose the method of delivery of the software.
2. In the event of supply of the software on a data medium, the risk passes to the Customer the moment the data medium leaves the premises of Netviewer AG for shipment to the customer.
3. Information by Netviewer AG regarding time of delivery or performance shall not be binding, unless specific dates and times have been agreed in writing.
4. If Netviewer AG is unable to provide the goods or services within the agreed period of time, due to industrial disputes, instructions, orders and rules by the authorities, failure of supplier to delivery goods, illness of employees, force majeure or other unforeseen events that are outside the control of Netviewer AG, the agreed periods for delivery and service are extended by the period of the hindrance and a reasonable period required for resumption of the operations. This also applies accordingly, if Netviewer AG is unable to perform as it is waiting for information from or co-operation by the Customer.

Article 5 License

1. All rights on the software made available to the Customer for its use are held by Netviewer AG.
2. Netviewer AG grants to the Customer the non-exclusive right to use the software for his own purposes, subject to the limitations of use laid down in the separate license agreement or agreement on the transfer of use for leased transfer.

3. The right to use the software as laid down in above clause 2 shall begin upon full payment of the amount due in exchange for the program. Netviewer AG undertakes not to make any complaint for injunctive relief against the use of the program under the terms of this contract for a period of four weeks from the date of supply of the program, irrespective of whether payment has been made.

Article 6 Provision of servers

1. In cases where the handing over of the software provided for use under this contract requires the Customer to connect to servers on which the software is stored (hereafter referred to as the **Netviewer Servers**), Netviewer AG shall provide Netviewer Servers according to the specifications contained in the separate License Agreement.
2. If the Customer is in default of payment, Netviewer AG shall be entitled to prevent access to the Netviewer Servers, after a written warning to the Customer that this step shall be taken, unless payment is made within one week from the date of the dispatch of the warning. Netviewer AG shall not be entitled to prevent access to the Netviewer Servers for a period of four weeks from the day of delivery of the software. Other rights of Netviewer AG in connection with default of payment on the part of the Customer remain unaffected.
3. The customer shall remain obliged to pay any outstanding amounts in any case, even after the server has been switched off. This shall apply in particular to fees for use up to the end of the respective term in the case of renting agreements.

Article 7 Termination of Rental Agreements

Standard termination of the contractual relationship shall only be permitted at the end of the term of the rent. Notice of cancellation must be sent to Netviewer AG in writing at least three months prior to expiration of the contractual relationship at the latest. The contractual relationship shall be extended by an additional respective year if notice has not been given within the prescribed period.

Article 8 Customer Cooperation and Responsibilities

1. The Customer is responsible for the provision of a working environment, at his own cost, in which the software can be used. This includes the provision of hardware with a suitable operating system and Internet connection according to the specifications by Netviewer AG.
2. The Customer shall take all necessary measures to prevent damage in the event of failure of the software, or failure of the connection to the Netviewer Servers (e.g. data backup).
3. Prior to using the software, the Customer shall ensure that his partner, with whom he wishes to communicate through the software, also has access to a working environment that meets the specifications of Netviewer AG as laid down in the product and service descriptions.
4. The Customer shall not use the software for any illegal purposes or to infringe on the rights of third parties. He shall indemnify Netviewer AG from all claims by third parties against Netviewer AG that are based on alleged improper use of the software. In the event of breach of above clause 1 by the Customer, Netviewer AG shall be entitled to immediately terminate the connection to the Netviewer Servers. All other rights of Netviewer AG remain unaffected.

Article 9 Duty of inspection

The Customer is obliged to inspect software acquired through normal trade and subject to article 377 of the German Commercial Code (HGB) upon receipt, and to inform Netviewer AG in writing without delay of any

visible defects. Hidden defects must be reported in writing immediately after detection. The Customer is thereby obliged to describe the defects in as much detail as can be reasonably demanded.

Article 10 Material defects and defects of title

1. Netviewer AG guarantees that the software is free of material defects, and that it can be used according to the terms of the respective contract without infringement of any rights of third parties. Material defects that only marginally limit the use of the software, shall not be accepted as grounds for a claim of liability.
2. With respect to claims under warranty, Netviewer AG shall, at its own discretion, repair the defect or exchange the product against a new one.
3. Netviewer AG reserves the right to eliminate defects by instructing the Customer on how to use the software in order to avoid any negative impact of the defect on the functionality of the product. The Customer is obliged to accept new program versions and data provided in response to a complaint, provided that the Customer can be reasonably be expected to carry out the associated adjustments and conversions.
4. If the defect cannot be eliminated, the Customer is entitled to demand a price reduction or to withdraw from the contract. Compensation for damages due to defects are excluded, unless such claims are permitted by law and are based on liability according to article 11.
5. If the software provided by Netviewer AG has been modified by the Customer, Netviewer AG shall only be liable for defects that are not affected by these modifications.
6. In relation to material defects, the Customer is only entitled to legal remedy under the German trade law, if he has given notice of the defect in writing and within the specified time (see also article 9).

Article 11 Liability

1. The contractual and non-contractual liability of Netviewer AG towards its Customers is limited as follows:
 - a. In the event of intent, gross negligence or absence of a guaranteed feature or function: to the full amount of the damage;
 - b. In all other cases, Netviewer AG shall only be held liable, if it failed to comply with a material contractual duty essential for the fulfilment of the contract, whereby the amount of compensation is limited to the foreseeable and typical damage.
2. The liability of Netviewer AG in connection with personal injury and claims made under the Product Liability Act remains unaffected.
3. The Customer shall indemnify Netviewer AG from any claims by third parties arising from non-conformity with the contract in the use of the software by the Customer.

Article 12 Limitation of action for claims by the Customer

1. Claims made by the Customer under article 10, or article 11, clause 1, c) are limited to a period of one year, subject to the clauses below.
2. The period of limitation for claims in relation to material defects or defects of title begins on the day of delivery of the software. For claims for compensation of damages or expenditure, the period of limitation begins on the day on which the Customer has become aware of the issue on which the claim is based, or should have reasonably become aware of this issue.
3. Claims for refund based on withdrawal from the contract and/or repayment of renting fees or reduction are subject to a period of limitation of three months from the date of the valid written declaration of withdrawal or reduction.

4. All claims are subject to the statutory maximum periods of limitation laid down in article 199 BGB.
5. For claims based on breach of warranty, or on malice, intent or gross negligence on the part of Netviewer AG, and for personal injury claims and claims made under the Product Liability Act, the statutory periods of limitation apply.

Article 13 Data protection

1. Netviewer AG and the Customer undertake to comply fully with all applicable data protection regulations. The parties shall require all personnel in charge of the processing of personal data to sign a confidentiality agreement in accordance with article 5, clause 2 of the German Data Protection Act (BDSG) to protect the secrecy of the data. When collecting, processing or using personal data, the parties are obliged to take all technical and organisational measures necessary to ensure the protection of the personal data as required under the Data Protection Act.
2. If Netviewer AG, as part of its contract with the Customer, processes or uses personal data, this is done only at the request of the Customer in accordance with article 11 BDSG. Netviewer AG shall thus process or use personal data only if this is required for the fulfilment of the contract, and only on the instruction of the Customer. If Netviewer AG is of the view that an instruction by the Customer is in breach of the data protection regulations, it shall notify the Customer of its opinion.

Article 14 Involvement of third parties

In order to meet its contractual obligations, Netviewer AG shall be entitled to avail of the assistance of third parties (subcontractors). In this case, Netviewer AG shall be liable for the actions of the subcontractor according to 278 BGB, subject to the limitations and restrictions laid down in article 11.

Article 15 Final clauses

1. Any disputes arising in connection with a contract between Netviewer AG and the Customer shall be settled before a competent court in Karlsruhe, Germany, 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. All agreements and contracts are governed by German Law. The UN Sales Convention is not applicable.

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Netviewer AG, Karlsruhe