

FastViewer GmbH End User License Agreement (EULA) for the Contract Software Relating to the Purchase, Software Maintenance and the Use of Communication Servers

1 Scope

1.1 The following provisions shall govern the purchase of the Contract Software as well as the rights concerning use of the communication servers by the end customer when directly procured from FastViewer GmbH. In this instance, this License Agreement shall supplement the Purchase Contract concluded between the end customer and FastViewer GmbH.

1.2 In addition, the following provisions shall govern the purchase of the Contract Software by the end customer from a third party (FastViewer Distributor or Reseller) and the rights concerning use of the communication servers when directly procured from FastViewer GmbH. In this case, this License Agreement shall be in addition to the Contract concluded between such third party and the end customer.

1.3 In the case of a transfer of the Contract Software by a third party, no obligations arising from the purchase contract concluded with said third party shall inhere to FastViewer GmbH with respect to the end customer. The rights and conditions arising from the use of the communication servers are excluded therefrom.

1.4 Conflicting general terms and conditions of the Buyer shall not become part of the Contract even without express objection and even in the case of performance, provided this is not otherwise expressly provided for in a specific case.

2. Object of the Contract

2.1 The object of this Contract includes, firstly, the establishment of usage rights between FastViewer GmbH and the end customer to the "FastViewer" software and the use of the communication servers, including all of the related data, media, printed materials and other electronic documentation and data, referred to in the rest of this document simply as the "**Software Product**".

2.2 This **Software Product** shall furthermore include all updates and enhancements which shall be provided to the Buyer by FastViewer GmbH. By installing, downloading, accessing, running or other use of the **Software Product**, the buyer agrees to this contract.

2.3 The software maintenance of the **Software Product** shall be the subject of a separate agreement. Upon conclusion of a Software Maintenance and Support Agreement, the provisions recited herein shall automatically become part of the said Software Maintenance and Support Agreement.

2.4 FastViewer GmbH may amend these General Terms and Conditions, provided it specifically notifies the Buyer of such amendments in writing. For every amendment of the Terms and Conditions, FastViewer GmbH agrees to expressly advise the Buyer, in writing, as to each such amendment. The Buyer shall have the right to object within 14 days. The objection must be made in writing. Should the Buyer fail to object, the amendment shall become effective with respect to the Buyer at the end of one month. Should the Seller fail to provide the notification, the amendment shall not become effective with respect to the Buyer.

3 Scope of Rights Granted, Intellectual Property Rights of Third Parties

3.1 With the purchase, the Buyer shall receive the right to save or install copies of the **Software Product, independent of job-site and without limitation** on different computers, storage media, network servers or the like.

3.2 In any case, the Buyer may only use as many copies of the **Software Product simultaneously** as the number of licenses purchased.

3.3 The Buyer is entitled to transfer, at no cost, the fwv_k.exe **customer module**, delivered with this Software Product electronically or on disk, to its customers, sales prospects and other communication partners developed through use of the **Software Product** (e.g., by saving on the Buyer's web servers, sending via e-mail, etc.).

3.4 By purchasing the **Software Product**, the Buyer receives the right to use FastViewer's communication servers. The use of these servers must take place exclusively through the **Software Product** and not through any other clients or programs. Any other use, and any misuse of the communication servers is NOT permitted. The Buyer shall be liable for any misuse or other unlawful use of the communication servers which is not causally related to direct use of the **Software Product**.

3.5 End customers are themselves responsible for the availability and functionality of communication servers which they themselves deploy and operate. Since such system environments are operated independently of the FastViewer communication servers, FastViewer assumes no liability for them.

3.6 The end user shall have no right to release the FastViewer software source code.

3.7 The Buyer is granted no rights to the FastViewer product names or trademarks. The **Software Product** is protected by copyright law and international copyright treaties as well as other laws and treaties. The Buyer is aware that the exclusive rights remain with FastViewer GmbH and that none of these rights are granted to the Buyer through this Contract (with the exception of the usage rights according to Paragraphs 3.1, 3.2, 3.3 and 3.4).

3.8 In the event a complaint is filed against the Buyer in which it is alleged that the **Software Product**, or parts thereof, infringe the patent, trademark, copyright or trade secrets of a third party, FastViewer GmbH shall hold Buyer harmless for claims or damages if,

3.8.1 The Buyer informs FastViewer GmbH about the complaint immediately and in writing;

3.8.2 FastViewer GmbH has sole control of the defense against the complaint, as well as the freedom to negotiate a settlement or other disposition, and

3.8.3 The Buyer undertakes no actions which negatively impact FastViewer's defense against the complaint.

3.9 FastViewer GmbH shall be entitled to terminate this Contract without notice in case of violation of these provisions and to revoke the Buyer's rights to use the communication servers.

4. Intellectual Property Rights

4.1 All intellectual property rights in and to the **Software Product**, including all images, animations, the text of all printed documentation, and all copies of the **Software Product** are the property of FastViewer GmbH.

4.2 All intellectual property rights in content and data transmitted to the Buyer, sales prospects, dealers or third parties through use of the **Software Product** (for example by image or file transfer) shall remain the property of each respective owner of such content. This Contract grants them no rights to such data.

5. General Terms and Conditions

5.7 In addition, the FastViewer GmbH General Terms and Conditions shall apply in the respective current version. These shall be subordinate to the provisions of this Contract. The General Terms and Conditions are available for download from our homepage at www.fastviewer.com.

6. Jurisdiction

6.1 Jurisdiction shall be in the domicile of FastViewer GmbH at D-92318 Neumarkt in der Oberpfalz, Federal Republic of Germany. FastViewer GmbH is also entitled to bring an action against the user in his or her place of general jurisdiction.

6.2 The law of the Federal Republic of Germany shall exclusively apply, excluding the UN Convention on the Sale of Goods.

7. Severability Clause

7.1 Should individual provisions of these General Terms and Conditions be or subsequently become legally ineffective, in whole or in part, or subsequently lose their legal effectiveness, then the validity of the remaining provisions shall not be affected thereby.

7.2 In place of the ineffective provision, a reasonable agreement shall apply which, as far as is legally possible, comes commercially closest to the contracting parties' original intent.

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