

EULA (End User License Agreement) of FastViewer GmbH for Lease/Rental of the Contract Software, Software Maintenance and the Use of Communication Servers

1 Scope

- 1.1 The following provisions shall govern the time-limited right to use the contract software, and the rights concerning use of the communication servers by end customers when directly procured from FastViewer GmbH. In this instance, this License Agreement shall supplement the Lease Contract concluded between the end customer and FastViewer GmbH.
- 1.2 In addition, the following provisions shall govern the time-limited right to use the contract software granted by a third party (FastViewer Distributor or Reseller) to end customers and the rights concerning use of the communication servers in such case. In such case, this License Agreement shall apply 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 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 Lessor 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 Subject Matter of the Agreement

- 2.1 The object of this Contract includes, firstly, the establishment of usage rights between FastViewer GmbH and the Lessee 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 further include all updates, upgrades and enhancements which are provided free of charge to the Lessee during the term of this Lease Agreement. By installing, downloading, accessing, running or other use of the Software Product, the Lessee agrees to this Contract.

2.3 Nature and Scope of Software Support and Maintenance Services

FastViewer GmbH agrees to provide the following services to the customer with respect to the products covered by this Contract:

- Provision and delivery of updates and upgrades within the agreed product types during the term of this Contract
- Software versions shall be supplied immediately, as soon as they are available, as downloads from the personal customer portal at www.fastviewer.com
- Priority support and hotline service directly on weekdays.
Business hours are: Mo. - Fr. from 9:00 a.m. to 5:00 p.m. CET (except for German federal holidays)
- Provision of the worldwide FastViewer GmbH server infrastructure (does not apply if using the own server solution)
- Information Service (via e-mail or telephone inquiry)

Our support can be reached at support@fastviewer.com or by telephone at: +49 9181 509 56 28

- 2.4 FastViewer GmbH may amend these General Terms and Conditions, provided it specifically notifies Lessee of such amendments in writing. For every amendment of the Terms and Conditions, FastViewer GmbH agrees to expressly advise Lessee, in writing, as to each such amendment. Lessee shall have the right to object within 14 days. The objection must be declared in writing. Should the Lessee fail to object, the amendment shall take effect with respect to the Lessee at the end of one month. Should the Lessor fail to provide such notification, the amendment shall not take effect with respect to the Lessee.
- 2.5 The Lessee's rights under this agreement may only be transferred to a third party with FastViewer GmbH's written consent.

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

- 3.1 Lessee shall receive the time-limited right to save or install an unlimited number of copies of the Software Product at any sites and on different computers, storage media, network servers etc. and to use them for the agreed purpose.
- 3.2 The Lessee is entitled to transfer, at no cost, the 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 its web servers, sending via e-mail, etc.).

- 3.3 By leasing the Software Product, Lessee receives the right to use FastViewer's communication servers. The use of this server 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. Lessee shall be responsible for any misuse or other unlawful use of the communication servers which is not causally related to direct use of the Software Product.
- 3.4 If the Lessee deploys and operates its own communication servers, the Lessee shall be solely responsible for the availability and functionality of these servers. Since such system environments are operated by Lessee independently of the FastViewer communication servers, FastViewer assumes no liability for them.
- 3.5 Lessee shall have no right to release the FastViewer software source code. Lessee is granted no rights to the FastViewer product names or trademarks.
- 3.6 The Software Product is protected by copyright law and international copyright treaties as well as other treaties and laws. The Lessee is aware that the exclusive rights remain with FastViewer GmbH and that none of these rights (except for the usage rights as per Paragraphs 3.1, 3.2, and 3.3) are transferred to it through this Contract.
- 3.7 In the event a complaint is filed against Lessee in which it is alleged that the Software Product or parts thereof infringe the patent, trademark, copyrights or trade secrets of a third party, FastViewer GmbH shall hold Lessee harmless for claims or damages if,
- The Lessee informs FastViewer GmbH about the complaint immediately and in writing;
 - FastViewer GmbH has sole control of the defense against the complaint as well as the freedom to negotiate a settlement or other disposition, and
 - The Lessee undertakes no actions which negatively impact FastViewer GmbH's defense against the complaint.
- 3.8 FastViewer GmbH shall be entitled to terminate this Contract without notice in case of violation of these provisions and to revoke the Lessee's rights to use the communication servers.
- 3.9 The Lessee's usage rights pursuant to Paragraphs 3.1, 3.2 and 3.3 are also granted for (i) companies which are affiliated to Lessee pursuant to SS. 15 et seq. German Stock Corporation Act (hereinafter "Group Companies") and (ii) other companies to the extent they use the Software Product to provide services to Lessee and/or to Group Companies. The Lessee shall ensure that these third parties will also comply with all contractual obligations of Lessee towards FastViewer, and will conclude corresponding agreements with these third parties to the benefit of FastViewer.

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 to content and data transmitted to the Lessee, 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 you no rights to this data (except for the time-limited transfer of usage rights as per Paragraphs 3.1, 3.2 and 3.3).

5 Termination of the Lease Contract

- 5.1 For contracts with a definite term, the Contract shall end upon expiration, without a requirement that the Customer terminate the Contract.
- 5.2 For contracts with a minimum term of 12 months, the Lease Contract may only be terminated with three month's written notice prior to the end of the contract period. If no timely notice is given to terminate the Contract, the Contract shall be extended for successive periods of an additional 12 months each.

6 General Terms and Conditions

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.

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