

EULA (End User License Agreement) of FastViewer GmbH for the Purchase of the Contract Software, 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 to use 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.
- 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, upgrades 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 Support and Maintenance Contract, the provisions herein shall automatically become part of the said Software Support and Maintenance Contract.
- 2.4 FastViewer GmbH may amend these General Terms and Conditions regarding the Buyer's rights to use the communication servers, 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.
- 2.5 The Buyer's rights to use the communication servers 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 With the purchase, the Buyer shall receive the 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 Buyer 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 the Buyer's web servers, sending via e-mail, etc.).
- 3.3 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.
- 3.4 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.
- 3.5 The end user shall have no right to release the FastViewer software source code.

- 3.6 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 and 3.3).
- 3.7 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,
- the Buyer 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 Buyer undertakes no actions which negatively impact FastViewer'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 Buyer's rights to use the communication servers.
- 3.9 The Buyer's usage rights pursuant to Paragraphs 3.1, 3.2 and 3.3 are also granted for (i) companies which are affiliated to Buyer 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 Buyer and/or to Group Companies. The Buyer shall ensure that these third parties will also comply with all contractual obligations of Buyer 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 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

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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