

EULA End User License Agreement of the Company FastViewer GmbH & Co. KG for the contract for software rental, software maintenance and utilization of the communication server.

1 Scope

- 1.1 The following conditions govern the temporal release of the contract software and the rights on the use of the communication server by the end customer in case of the direct purchase from the Fastviewer GmbH & Co. KG. In this case this license agreement complements to the tenancy agreement between the FastViewer GmbH & Co. KG and the End customer.
- 1.2 In addition, the following conditions govern the temporal release of the contract software from a third party (FastViewer distributor or reseller) as well as the rights on the use of the communication server in case of the direct purchase from the FastViewer GmbH & Co. KG. In this case, this license agreement complements to the license agreement between the third party and the End customer.
- 1.3 In case of release of the software by a third party, the company FastViewer GmbH & Co. KG is no under obligation from the agreed contract of the third party. This excludes the rights and the conditions of the use of the communication server.
- 1.4 The conflicting terms of the renter are also not the part of this contract, unless this is specially agreed.

2 Object of the contract

- 2.1 This agreement exclusively refers to the definition of the usage rights between FastViewer GmbH & Co. KG and the tenant of the „FastViewer“ software and the use of the communication server as well as to any data, media, printed material and other related electronic documentation and data, hereinafter referred to as "**Software product**".
- 2.2 This software product also includes all the updates and enhancements provided to the purchaser by FastViewer GmbH & Co. KG. By installing, downloading, accessing, executing or other use of the software product of the tenant agrees to this contract.
- 2.3 The software maintenance of the software product demands a separate agreement. With the signing of a software maintenance and support contract, the above-mentioned conditions turn automatically to be the object of this software maintenance and support contract.
- 2.4 FastViewer GmbH & Co. KG can modify these terms and conditions by informing the purchaser in writing about the individual amendments. Should the amendments be to the disadvantage of the purchaser, he is entitled to terminate the contract in 14 days after receipt. The amendments take effect within one month after the purchaser has been informed of these amendments. Any termination must be in writing. Should the contract not be terminated, the amendment will become effective after one month. If the notice is omitted by the renter, the amendment of the tenant takes no effect.

3 Scope of granted licenses, third-party property rights

- 3.1 The purchaser is granted the time-limited right to record or to file copies of the **Software product**, unlimited in number and irrespective of the workplace, on various computers, storage media, network servers or the like.
- 3.2 The purchaser is allowed to use simultaneously only as many copies of the **Software product** as he has acquired access rights to the communication server for.
- 3.3 The purchaser shall be entitled to leave the client's module supplied by e-mail or on the data storage medium with this **Software product** as fwv_k.exe to his customers, interested parties or other communication partners generated by the use of the **Software product** free of charge or make it available free of charge (e.g. by storing it on his web server, sending it by e-mail or the like).
- 3.4 By acquiring the **Software product**, the purchaser gets time-measured access rights for the communication server of FastViewer GmbH & Co. KG. This server may exclusively be used through the **Software product** and not through any other clients or programs. Any other use or any misuse of the communication server is NOT permitted. The purchaser has responsibility for any misuse or other unlawful use of the communication server which has not been incurred by the direct use of the **Software product**.
- 3.5 Using the communication server, the tenant is responsible for the availability and the functionality. Since this system environment is operated autonomously by the tenant, the Fast Viewer GmbH & Co. KG is not liable for it.
- 3.6 The licensee has no rights of source code of the FastViewer software. The licensee gains no rights of the product or the brand name of FastViewer GmbH & Co. KG.
- 3.7 The **Software product** is protected by copyright and international copyright contracts as well as by other contracts and laws. The purchaser knows that the exclusive rights remain with FastViewer GmbH & Co. KG and that none of these rights (with the exception of the access rights to the communication server according to No. 3.1, 3.2, 3.3 and 3.4) will be transferred to him with this agreement.

- 3.8 If an action is brought against the purchaser, claiming that the **Software product** or any part thereof infringes any patent, trademark, copyright or trade secret rights of third parties, FastViewer GmbH & Co. KG will defend, indemnify and hold the purchaser harmless from any such third party claim, but only if
- 3.8.1 the purchaser notifies FastViewer GmbH & Co. KG promptly and in writing upon learning that the claim might be asserted;
 - 3.8.2 FastViewer GmbH & Co. KG has sole control over the defence of the claim and any negotiations for its settlement or compromise, and
 - 3.8.3 the purchaser takes no action that impairs FastViewer GmbH & Co. KG's defence of the claim.
- 3.9 FastViewer GmbH & Co. KG is entitled to terminate this agreement without notice in case of breach of these regulations and to deprive the purchaser of the access rights of the communication server.

4 Intellectual property rights

- 4.1 All intellectual property rights for the **Software product**, including all pictures, animations, texts, all printed documents and all copies of the **Software products** will remain the property of FastViewer GmbH & Co. KG.
- 4.2 All intellectual property rights for the data and contents transferred to the purchaser, interested parties, dealers or third parties through the use of the **Software product** (e.g. by picture or data transfer), shall remain the property of the individual owners of the contents. They shall not be deprived of any rights to these data with this agreement.

5 Termination of tenancy agreements

- 5.1 For the contracts with fixed contract duration, the contract ends with the expiration, with no need for the customer to cancel it.
- 5.2 The contracts with a minimum tenancy term can be terminated only in writing during the notice period of three months till the end of the contract Unless a proper and timely termination has been taken place, the contract will extended for the next year.

6 General conditions

In addition, the current general terms and conditions of FastViewer GmbH & Co. KG have their effect. They have subordinate validity over the provisions of this contract. The terms and conditions are available at our home page www.fastviewer.com for download.

7 Jurisdiction

- 7.1 Jurisdiction is the headquarters of the FastViewer GmbH & Co. KG, D-92318 Neumarkt in Oberpfalz, Germany. The FastViewer GmbH & Co. KG is also entitled to the User in its general jurisdiction.
- 7.2 It is solely the right of Germany to the exclusion of the CISC.

8 Severability clause

- 8.1 If any contract regulation turns to be wholly or partially ineffective or it will lately lose its effectiveness, this will not affect the validity of the remaining contract. Any ineffective or not enforceable regulation will be substituted by an effective and enforceable one, as far as it is legally possible – from the economical point of view matching the initial demands of the Parties.