

Terms and Conditions of Service for Netviewer Standard Software Software as a Service model

Netviewer AG maintains the standard software as part of the Software as a Service model as set forth in the Netviewer quotation and the provisions of these Terms and Conditions of Service.

1. Technical support (hotline)

- 1.1. Netviewer AG supports the Customer in the event of any problem in connection with the contractual use of the Standard Software, including operator problems (hotline support). The Customer's technical contact person (see section 8, paragraph 1) can reach the hotline at any time of the day or night, any day of the week either by telephone, by e-mail or via the Netviewer AG website at www.netviewer.com.
- 1.2. Within the scope of its operational and personnel capacities, Netviewer AG shall respond to hotline queries at short notice. Depending on the encountered problem, Netviewer AG shall to the extent possible handle the Customer's hotline queries online by means of remote access.

2. Remedy of errors/troubleshooting

- 2.1. Netviewer shall handle program errors in the Standard Software, of which it has been notified by the Customer according to section 2, paragraph 2, as follows:
 - 2.1.1. In the event of program errors that according to the assessment by Netviewer AG prevent or seriously restrict the use of the program and that cannot be reasonably bypassed by taking suitable organisational measures (errors preventing operation), Netviewer AG shall eliminate such errors provided that this is reasonably possible. The relevant measures shall be initiated at the latest within the next working day following the error report.
 - 2.1.2. In the event of other serious program errors that according to the assessment by Netviewer AG cannot be reasonably bypassed by taking suitable organisational measures (errors impeding operation), Netviewer AG shall also eliminate such errors within the scope of its reasonable capacity. The relevant measures shall be initiated at the latest within the third working day following the error report.

- 2.1.3. With regard to program errors which neither prevent nor impede operation, Netviewer AG shall to the extent possible give instructions on how the Customer can with reasonable effort eliminate or bypass the error. Furthermore, Netviewer AG shall at its own discretion eliminate such errors in one of the subsequent updates.
 - 2.2. The Customer is obliged to report any malfunctions through its technical contact person (see section 8, paragraph 1), either by telephone, e-mail or fax. The report must include a detailed description of the circumstances under which the error occurs, and state the effect of the error on the run of the Standard Software and the operational processes of the Customer. In the case of errors preventing operation (section 1, paragraph 1), the errors must be reported by telephone to enable Netviewer AG to comply with the response time.
 - 2.3. If the Customer fails to comply with its cooperation obligations as set forth in section 8, paragraph 2, the obligations of Netviewer AG as specified in paragraph 1 will not apply.

3. Updates

- 3.1. Netviewer AG develops the Standard Software in consideration of changed market and customer requirements and notified errors, and provides the Customer with any updated program versions resulting therefrom.
- 3.2. Scope and time of the update is determined by Netviewer AG at its own discretion, with due regard to legitimate customer interests.

4. Use of the Netviewer Server Infrastructure

- 4.1. The Netviewer Server Infrastructure is operated in several high-tech computer centres. The administration and monitoring is performed by Netviewer AG.
- 4.2. The Netviewer Standard Software in the software-as-a-service operation is available on 24 hours, 7 days a week.

5. Additional services provided by Netviewer AG

- 5.1. In addition to the services covered by these Terms and Conditions of Service, Netviewer AG can render the following additional services based on separate agreement and against additional remuneration according to the hourly rates set forth in the applicable price list as amended from time to time:
 - onsite support at the Customer's premises;
 - training / technical workshops;
 - installation;
 - customised software development (e.g. adjustment of Netviewer Software or other programs to individual requirements of the Customer; development of customised software);

- other individual adjustments such as configuration and parameterisation, interface setting, etc.

- 5.2. If Netviewer AG voluntarily provides a service in any of the above mentioned areas without a specific separate contract, this shall not constitute any future legal claim of the Customer for such service.

6. Non-performance

- 6.1. If Netviewer AG fails to perform any service covered by these Terms and Conditions of Service, or if performance does not comply with the requirements set forth herein, then the Customer may request Netviewer AG in writing to properly perform such service within a reasonable period of time. If Netviewer AG does not perform the service within such reasonable period of time, or the attempt to perform the service fails, the Customer shall be entitled to reduce the contractual service fee by an appropriate amount. Provided that the additional period set in writing included a warning of termination, and provided that the non-performance of Netviewer AG was a serious breach of duty, the Customer shall also be entitled to early termination of the contract by written notice.
- 6.2. The Customer can claim damages only subject to the statutory requirements and only insofar as a liability according to section 7 applies.

7. Liability

- 7.1. Netviewer AG shall be liable for damages in connection with the rendering of services on an extra-contractual and contractual basis only to the following extent:
 - 7.1.1. in the case of intent or lack of a guaranteed quality or durability: to the full amount of damage;
 - 7.1.2. in the case of gross negligence: to the amount of the foreseeable and typical damage;
 - 7.1.3. in all other cases: only upon breach of a duty essential for the achievement of the contractual purpose (cardinal duty) and also limited to the compensation of the foreseeable and typical damage.
- 7.2. The liability of Netviewer AG for any personal injury and under the Product Liability Act shall remain unaffected.
- 7.3. The Customer shall indemnify Netviewer AG against any claims by third parties based on non-contractual use of the software by the Customer.

8. Co-operation obligations

- 8.1. The Customer shall name to Netviewer AG a competent technical contact person and a substitute. All hotline queries and error reports to Netviewer AG must exclusively be made by the named persons.
- 8.2. The Customer shall provide the working environment required for the contractual use of the provided software. In particular, the Customer shall at its own expense provide the hardware with a suitable operating system and internet connection as specified by Netviewer AG. Prior to using the software, the Customer shall always ensure that the environment in which the software is to be used by its communication partner also meets the requirements of Netviewer AG as set forth in the product and service specifications.
- 8.3. The Customer shall take all reasonable precautionary measures (e.g. data backup) for the event of software failure.

9. Involvement of Third Parties

Netviewer AG shall be entitled to instruct third parties (vicarious agents) with the performance of its contractual obligations towards the Customer. Netviewer AG is liable for any breach of duty by vicarious agents according to Section 278 German Civil Code within the scope of the restrictions and exclusions set forth in section 7.

As at March 2010
Netviewer AG, Karlsruhe