Licensing Terms of the pcvisit Software AG

End User Licensing Agreement (EULA)

By using this software product (this includes installing and copying it), you declare your agreement to these terms. This applies whether you are a natural person or a legal entity. Unless you agree to the terms of this EULA, you may not use this software.

§ 1 Applicability of the Terms of Use

1. This agreement (EULA - End User Licence Agreement) is concluded between you - hereinafter referred to as the Customer - and pcvisit Software AG - hereinafter referred to as pcvisit. Unless stipulated otherwise, these licensing terms shall apply for the licensing/the purchase of software as well as for the legal relationship prior to the conclusion of a contract. The General Terms and Conditions of the pcvisit Software AG are made express reference to. These terms shall be included in this contract and they shall be integral parts hereto. The customer confirms that he has taken note of the General Terms and Conditions of the pcvisit Software AG. The provisions of the General Terms and Conditions shall be expanded and supplemented by the relevant licensing terms of the pcvisit Software AG with regard to the use of software and the further provisions specific to software as well as the rights and obligations connected thereto. Should the General Terms of the pcvisit Software AG deviate from this agreement, or contradict it, these licensing terms shall have priority.

2. pcvisit Software AG, hereinafter also referred to as "pcvisit", licenses the enclosed software to the licensee (Customer) exclusively subject to the terms of the following licensing terms. Should you disagree with these terms, do not open the packaging or the seal of the software, do not install it, click "no" in the dialogue box during the installation process or uninstall the software, as the case may be, and return the legally purchased software including packaging, license key and proof of purchase to the vendor of the software within 14 days after the purchase date. You shall then receive a full refund of your payments.

§ 2 Subject Matter of the Contract, Scope of Use

1. Subject Matter of the Contract

a) The subject of this contract is the granting of the rights of use pursuant to § 3 depending on the purchased license type and its scope of features (see paragraph 2 of this § 2). The purchase of a boxed software product grants ownership of the storage media of the software (for example a CD-ROM), but not the software itself. The software itself always and for every form of sale or other provision of use of the software remains the intellectual property of the pcvisit Software AG. As a buyer of the software you are merely entitled to handle the copyrighted material - to use the software. This right of use is provided by pcvisit in the form of a license. The software enables the user to create a connection between the Customer and a third party (session), enabling the third person to view the screen of the Customer and the Customer to view the screen of the third party.

Depending on the features of the purchased license, the connection also allows the Customer to remotely control the computer of the third party (and vice-versa) simultaneously (meaning without starting a new session).

b) With regard to the availability of the connection servers provided by pcvisit Software AG for both the Customer and the third party, pcvisit Software AG expressly only guarantees an availability of 98% in the yearly average. This excludes time periods during which the connection servers cannot be accessed via the internet because of technical or other problems outside the sphere of influence of pcvisit (e.g. force majeure, culpability of third parties, disruption of internet access by internet provider). pcvisit expressly denies responsibility for the constant availability of circumstances and conditions outside of the software itself. However, it shall make an effort within the scope of what is deemed reasonable and within the normal software lifecycle to ensure the availability of connections. Under certain circumstances a pcvisit software update is required.

c) Commensurate with the above (lit. b)), the software is not suitable or licensed for use in areas where high connection availability is imperative. This applies in particular to military systems and life saving and life preservation systems. The licensing explicitly excludes such uses. In such cases the Customer uses the software at his own risk. The purchase is to be reversed.

2. The product specification, the printed text on the packaging as well as the specification of the respectively purchased license type and/or system are the main source with regard to the scope of the right of use. The respective licenses differ in particular with regard to the differing maximum amount of guests which can take part in a session, the duration of the license as well as the local use of the software (e.g. for one or more workstations or flexibly via USB stick).

3. It is incumbent on the Customer to ensure that the specification of the software matches his requirements. The main features and requirements of the software are known to him. The Customer acknowledges that the following minimum requirements for the use of the software must be met: Pentium II, 500 MHz; recommended: Pentium III, 1GHz; 256 MB RAM; recommended: 512 MB RAM; 20 MB free space on hard drive for the program; 56 Kbit modem; recommended: DLS broadband; OS minimum Windows 2000. These minimum requirements ensure the operability of the software. The performance of the software however may be strongly impaired by a PC system of low power.

4. Type, scope and quality of the software can be taken from the product description issued by pcvisit, otherwise from the written offer submitted by pcvisit Software AG. Other specifications or requirements shall only become part of the contract if the parties to the contract agree to it in writing or if pcvisit Software AG confirms such in writing. Subsequent changes of the scope of performance require a written agreement or the written confirmation by pcvisit Software AG.

5. Product specifications and depictions in test programs constitute specifications of the program, but not guarantees. A guarantee requires a written statement by the management of pcvisit Software AG.

6. The Customer shall not be entitled to be provided with the source code.

7. In cases where the Customer acquires a new software version, i.e. a technical development of the licensed software, as an update, the previous software version and accompanying software key will

become invalid after receiving the new program version and new software key. In such cases pcvisit only licenses the latest software version. The previous software version can no longer be used.

8. pcvisit Software AG reserves all rights not expressly mentioned in these EULAs.

9. If the software has been designated in any way as "Not for Resale" (NFR), the software may not be sold nor transferred.

10. The software may only be installed on a network server if the license purchased by the Customer is explicitly designated "server license". Should the software be used in a network, the Customer is obligated to ascertain that for every data processing unit with access to the server, from which the software can be used, one license has been purchased.

§ 3 Rights of the Customer With Regard to the Software

1. The software, all additional programs, the symbols used, the pcvisit logo, the written documents as well as any documentation are subject to protection by law. The copyright, patent rights, trademark rights and all other such rights with regard to the software and other items mentioned above, which pcvisit Software AG provides to the Customer in the context of the preparation for the contract as well as its implementation, or to which pcvisit Software AG provides access, shall *inter partes* remain the sole property of pcvisit Software AG insofar as these rights are held by third parties, pcvisit Software AG has the relevant rights of use.

2. The Customer purchases the software in order to permanently use it for his own purposes (simple right of use). The Customer shall be entitled to use the software according to the amount of licenses purchased. The Customer shall ensure that the number of software installations installed at the same time does not exceed the number of purchased licenses. pcvisit Software AG hereby grants the Customer such rights to the programs as there are necessary for the use of the program, including the right to copy the programs onto the hard drive and into the memory, as well as the right to correct any errors which might occur.

The Customer shall be entitled to create backup copies necessary for a safe operation. These backup copies have to be labelled as backup copies. Copyright notices shall not be deleted, altered or suppressed. For one license, the Customer may only use the software on one PC, whether workstation, laptop or PDA, unless a network license has been purchased. The use of the software also comprises such measures as loading the software into the main memory of a computer or the installation on a permanent storage medium (e.g. hard drive, DVD, CD-ROM, etc.). The parties may set out different terms in a written individual agreement.

3. pcvisit Software AG explicitly authorizes you to provide the part of the software designed by pcvisit Software AG for the direct use by a third party, the so-called pcvisit guest module, to third parties, free of charge. It is simply loaded into the main memory of the computer of the third party via internet or email. No installation is carried out. Should and damage occur as a result of the loading of the guest module, pcvisit Software AG shall be liable for such damage only pursuant to the provisions set out under § 6 paragraph 3 of this EULA.

4. A user manual and other documentation which may have been provided by pcvisit Software AG shall only be used for internal purposes at the company of the licensee.

5. The Customer shall not pass on the software, especially not by selling it, without obtaining the prior written permission of pcvisit Software AG. pcvisit Software AG shall consent to the passing on of the software (either in its entirety or in parts) to a third party under the following conditions:

- The Customer provides (if available) the original data storage medium, the EULA and the AGB of pcvisit Software AG, deletes all other copies, in particularly on data storage mediums, on hard drives or main memories, ceases the use of the software permanently and confirms to pcvisit Software AG, in writing, that these obligations have been met.

- The third party submits a written statement to pcvisit Software AG confirming the receipt of aforementioned components and declaring acknowledgement and acceptance of the AGB and EULA as valid for its legal relationship with pcvisit Software AG.

- There are no material reasons opposing such a transaction.

6. The Customer shall only be allowed to decompile the interface information of the software within the limits of § 69 e UrhG (German Copyright Act), and only after notifying pcvisit Software AG of his intentions in writing and allowing for a period of at least two weeks for pcvisit Software AG to supply the necessary information. § 8 shall apply for all information the Customer acquires in the context of the de-compilation. Should the Customer intend to commission a third party for such a task, he shall supply a written statement of the third party to pcvisit Software AG, such statement declaring the acceptance and compliance of the third party vis-a-vis the pcvisit Software AG with the provisions set out in §§ 3 and 8.

7. All other uses of the software, especially leasing, commercial sale (unless expressly agreed in a separate written "reseller contract/authorized dealer contract") and the distribution in corporeal or non-corporeal form, shall be prohibited unless prior written consent from pcvisit Software AG is obtained.

8. Any objects of this contract, documentation, proposals, test programs etc. provided by pcvisit Software AG to the Customer prior or after the conclusion of the contract shall be deemed intellectual property and trade secrets of pcvisit Software AG and shall be kept confidential pursuant to § 8.

§ 4 Contractual Obligation and Contract Termination

Should the contract be terminated because of a violation of this EULA, you are obligated to return all copies of the software, original and otherwise, as well as all other components, or destroy them and notify pcvisit Software AG in writing of the destruction.

§ 5 Obligations of the Customer

1. If you are an entrepreneur, you are obligated to immediately examine all deliveries by pcvisit Software AG pursuant to commercial law (§ 377 German Commercial Code) and to immediately notify pcvisit Software AG in writing of any defects found, providing an exact description of such defect.

Every Customer shall test every module thoroughly for its usability in the specific situation before beginning with the use in practice. The same applies for programs provided to the Customer in the course of subsequent specific performance and a possible support contract.

2. The Customer shall take appropriate contingency measures in case the program malfunctions either in part or in its entirety (e.g. by backing up data, error diagnosis, regular checking of results). The Customer shall be responsible for providing the correct working conditions for the program. In particular, the Customer shall be responsible for the necessary configuration of his firewall or similar protective mechanisms, as well as of his network and his server. The risk of a non-compatibility of the software with any software or hardware the Customer may use is borne by the Customer.

3. The logo and/or the trademarks of pcvisit Software AG may not be used or altered by you unless the management of pcvisit Software AG has provided its prior written consent to such use or alteration.

4. You shall indemnify and hold harmless pcvisit Software AG from all claims by third parties; this includes the compensation for the cost of legal advice and representation resulting from the use of this software.

§ 6 Liability for Defects, General Liability/Damages

1. The following provisions apply for material defects:

a) The software has the agreed nature and properties; it is suited for the use set out in the contract, otherwise the ordinary use. It is of the quality common for this type of software but it is not free of defects. Software necessarily has defects; not every defect constitutes a full right of the Customer, especially rescission of the contract and damages.

A malfunction of the software resulting from hardware defects, conditions of the working environment, operator's error or similar shall not be deemed a defect. An reduction in quality that is not substantial shall be disregarded.

b) pcvisit Software AG shall have the right to subsequent specific performance in case of a material defect. pcvisit Software AG shall be entitled to chose the nature of the subsequent specific performance, it may, for example, also advise the Customer of ways to avoid the effects of the defect or provide a program without the defect. The Customer shall use a new program version or a previous program version (both of similar value), unless this imposes an unreasonable burden on him.

c) The Customer shall support pcvisit Software AG in the analysis and elimination of defects by providing a detailed description of problems, informing pcvisit Software AG comprehensively and by providing time and opportunity for the remediation of the defect. pcvisit Software AG's free Customer support can be contacted via email (support@pcvisit.de). pcvisit Software AG can carry out such remediation of defects at its option either on site or in its offices. pcvisit Software AG may also provide services by remote support. The Customer shall be responsible for providing the necessary technical conditions at his own cost, and to allow pcvisit Software AG access to his IT systems after prior notification.

d) pcvisit Software AG shall be entitled to demand the payment of any additional expenses resulting from alterations to the software, use of the software outside of the specified environment or user error. It can demand compensation if no defect is found or if defects have been reported incorrectly or insufficiently. The burden of proof is incumbent upon the Customer. § 254 German Civil Code applies in analogy.

e) If pcvisit Software AG definitively and finally refuses to provide subsequent performance, or if such performance fails permanently or is deemed unreasonable for the Customer, the Customer shall be entitled to withdraw from the contract by providing written notice, or reduce the price and demand damages or expenses pursuant to § 6 paragraph 3.

f) pcvisit shall bear no further liability for defects, unless set out in the prior provisions. In particular, pcvisit shall not be liable when and insofar as software has been used incorrectly by the Customer, or if it has been used in a defective or non-compatible hard- or software environment. The same applies should the Customer alter the software without being authorized to do so.

2. The following applies in the case of defects in title:

a) pcvisit Software AG warrants that no rights of third parties conflict with the use by the Customer of the software under this contract. Should defects of rights in title exist, pcvisit Software AG shall, at its option, provide the Customer with a legal way of using the software or different software of similar quality. Should this prove impossible, the purchase price shall be refunded to the Customer.

b) The Customer shall notify pcvisit Software AG immediately of any claims made against him by third parties based on industrial property rights (e.g. copyright or patent rights). The Customer authorizes pcvisit Software AG to settle any legal disputes with third parties on its own. Should pcvisit Software AG make use of this authority, the Customer shall not accept claims of third parties without the consent of pcvisit Software AG. pcvisit Software AG fends off the claims of third parties at its own expense and indemnifies the Customer from all costs arising from the defence against these claims insofar as the costs do not result from behaviour of the Customer breaching his duties (e.g. the use of the program contrary to the terms of this contract).

c) § 6 b), c), e) and f) apply correspondingly for defects in title.

3. With regard to damages and claims for compensation the following applies:

a) The following limitations on liability apply for damages for defects, other damages, or claims for the compensation of expenses not covered by paragraph 1 and 2 of this §.

aa) If the Customer asserts a claim for damages or for the compensation of expenses against pcvisit, pcvisit shall be liable pursuant to the statutory provisions, insofar as the claims are based on an injury caused by intent or gross negligence caused by pcvisit, its statutory representative or senior employees. The liability of pcvisit for the culpability of other persons employed in the performance of obligations under this contract shall be limited to the extent of liability for slight negligence pursuant to paragraph 3) bb) of § 6.

bb) pcvisit shall be liable pursuant to the statutory provisions insofar as it violates a material obligation under this contract. This liability also applies in cases of slight negligence. If the injured party is an entrepreneur, the damages are limited to typical and foreseeable damage, a maximum of 5,000 EUR per case and up to 20,000 EUR for all cases of damage. pcvisit shall retain the defence of contributory negligence. The Customer shall in particular be obliged to backup data and to implement protective measures against viruses according to the state of the art.

b) In case of injuries to life, body or health, for claims pursuant to the Product Liability Act as well as for claims from "warranty", the statutory provisions apply. Unless expressly set out in paragraph 3 any further liability of pcvisit for damages in other cases shall be excluded. This applies in particular for claims for damages for culpa in contrahendo, other breaches of duties or because of tortious claims for damage to property pursuant to § 823 BGB.

4. The Customer is advised that he is obligated to ascertain prior to the first use of the software whether or not the installation of the software causes interferences with other software that is already installed, and that he is obligated to backup his data, both before installing the software for the first time and during use, and to take all reasonable additional steps to ensure against data loss in case a software problem is suspected.

5. In so far as the liability for damages of pcvisit is excluded or limited, the same applies for the individual personal liability of its employees, representatives and persons employed in the performance of its obligations under the contract.

§ 7 Beginning and Ending of the Customer's Rights

1. The ownership of the deliverables pursuant to § 2 and § shall only pass to the Customer after payment has been made in full. Prior to full payment he shall have only a preliminary obligatory right of use which is subject to revocation pursuant to paragraph 2 below.

2. pcvisit Software AG shall be entitled to revoke the rights granted under § 2 and § 3 for material reasons, in particular pursuant to the reasons stated under § 3 of the General Terms of the pcvisit Software AG. An important reason is in particular constituted by the failure of the Customer to pay the due purchase price or the continuing violation of the obligations of the contract set out under § 2 and § 3, in spite of a written warning.

3. If the right of use pursuant to § 3 in connection with § 2 either does not come into existence, or ends, the pcvisit Software AG is entitled to demand the return of any supplied items or the written assurance of their destruction, it can also demand the deletion or destruction of all copies and the written assurance of their destruction.

§ 8 Confidentiality

1. The parties to this contract undertake to ensure that any and all items provided by the other party or becoming known to them either before the conclusion of the contract or during its implementation (e.g. software, documents, information) which are subject to legal protection, contain trade secrets or which are designated confidential, are treated confidentially, also after the contract ends, unless such

information is known to the public without any violation of the duty to observe confidentiality. The parties to this contract undertake to keep and protect these items from third party access.

2. The Customer provides access to the objects of this contract only to employees and third parties who need access in order to perform duties they have been assigned. He shall inform these persons about the need for confidentiality with regard to these objects.

3. pcvisit Software AG shall store the data of the Customer necessary for the implementation of the contract in compliance with data protection regulations. The Customer consents to this.

§ 9 Applicable Law, Jurisdiction

The law of the Federal Republic of Germany shall apply; the UN Convention on Contracts for the International Sale of Goods is excluded. If the Customer is a merchant pursuant to the German Commercial Code or a public special fund, the place of jurisdiction shall be Frankfurt am Main. The place of fulfilment shall be Dresden.

§ 10 Severability Clause

Should a provision of this contract be invalid or become invalid, the remaining provisions shall remain in force. This also applies if a material provision is affected. The parties agree that in such a case the invalid provision shall be replaced by a legally valid provision which is as close as possible to the invalid provision in legal and commercial respect and which ensures the performance of the contract pursuant to the mutual intent of both parties. The same applies if the parties in concluding the contract did not recognise a gap in the provisions or if such a gap was discovered or occurred later. The parties shall then be obligated to agree on a written supplementation of the contract meeting the aforementioned criteria.

Dated 23rd August 2010