

End User License Agreement

If the place of acquisition or your (main) place of residence are outside the USA, South America, or Canada, the provisions of our End User License Agreement under section A shall apply to our contractual relationship.

If the place of acquisition or your (main) place of residence are in the USA, South America, or Canada, the provisions of our End User License Agreement under section B shall apply to our contractual relationship.

Any reference to sections shall always refer to sections in the respective Part A. or B.

A.

1. Contents and formation of the Agreement

- 1.1. **Parties and subject matter.** The provisions of the present End User License Agreement (EULA) shall regulate the legal relationship between TeamViewer GmbH, Jahnstr. 30, 73037 Göppingen / Germany ("**TeamViewer**") and its Customers ("**Customer**") in respect to the provision of a standard Software and the rendering of associated services. According to the product description, the Software provided by TeamViewer allows for holding online meetings and chats and shall be installed on the Customer's computers ("**Software**"). In addition, TeamViewer provides servers for establishing encrypted connections (handshake) and for the transmission of data packages (routing) in connection with the use of the Software ("**Server Services**"). This EULA shall furthermore apply accordingly to associated Software, which may be used via the browser, on apps for PCS (e.g. Windows, Mac OS X) and apps for mobile terminals (e.g. iOS, Android) ("**Apps**") as well as to the features and functions comprised in the Software. The same shall apply to support services, which to a varying extent, depending on the stipulated service contents, may also become the subject matter of the Agreement.
- 1.2. **Formation and contents of the Agreement.** A contract for valuable consideration pursuant to this EULA shall be formed if (i) the Customer acquires a license from a third-party provider ("Third-Party Provider") through its webshop and on its terms, accepting this EULA in the installation process, or if (ii) the Customer acquires the Software for a fee directly from TeamViewer, accepting this EULA in the installation process. A gratuitous contract pursuant to the provisions of this EULA may be formed by installing freemium Software. Details about the Agreement (e.g. selected Software, range of functions, term) shall follow from the functions made available by TeamViewer and the information by TeamViewer on the website [<https://www.blizz.com/en/>] and, if available and provided to the Customer, the information by TeamViewer during the order process or on the order form or in the order confirmation e-mail (hereinafter together "**Order**", these EULA and the Order hereinafter together "**Agreement**").
- 1.3. **No deviating regulations.** The application of provisions different from or in excess to these EULA shall be excluded. This shall apply in particular to the Customer's general terms and conditions, even if TeamViewer or a Third-Party Provider accepts an Order from the Customer, in which the Customer refers to its general terms and conditions and/or if they are attached to contractual documents of the Customer and if TeamViewer or the Third-Party Provider do not object.
- 1.4. **Obligations in electronic commerce.** If the Customer is an entrepreneur within the meaning of section 14 of the German Civil Code (BGB), i.e. a natural or legal person or an incorporated partnership, which upon conclusion of the transaction performs its commercial or self-employed activity ("**Entrepreneur**"), the following shall apply: section 312i para. 1 no.

1, 2 and 3 as well as section 312i para. 1 sentence 2 BGB, which provide for certain obligations on the part of TeamViewer in electronic commerce, shall herewith be excluded.

- 1.5. **14-day cancellation right.** If the Customer is a Consumer within the meaning of the relevant legal specifications, he shall be entitled to revoke acceptance of this EULA within 14 days. This may be done informally, without stating reasons, by e-mail to sales@teamviewer.com.

2. Performance specifications and Software activation

- 2.1. **Performance specification.** The Software's functions shall follow from the product description available on the website [<https://www.blizz.com/en/>] and in particular from the range of functions specified in the Order ("**Performance Specification**"). The contractually stipulated properties of the Software and server services shall be conclusively determined by the Performance Specification, and not by verbal or written statements made by TeamViewer beforehand to the conclusion of the Agreement. Individual functionalities of TeamViewer services depend on third-party products and services, which may change. This may require TeamViewer to adapt or limit its services accordingly.
- 2.2. **No warranties.** In case of doubt, warranties and representations of properties by TeamViewer shall be interpreted as such only if made in writing (and signed) and identified as "warranty".
- 2.3. **Provision and activation.** TeamViewer shall provide the Software for online retrieval (download) by the Customer.
- 2.4. **Activation.** Following completion of the Order, the Customer in case of fee-based use shall be provided by TeamViewer or by the Third-Party Provider with a license key, which the Customer shall enter into the Software, or an URL, which the Customer may click for activation. After entering the license key or clicking on the URL, the Customer shall have the rights of use and functionalities of the paid-up version pursuant to this Agreement.
- 2.5. **Simple license** TeamViewer herewith grants the Customer the simple, i.e. non-exclusive, worldwide (pursuant to applicable export controls; unless, the Customer in the order process is explicitly granted a right of use restricted to a specific territory), non-transferable and non-sublicensable right to install, run and use the Software on computers to the extent of the scope of use specified in the Order and the present EULA. Notwithstanding the above provision, TeamViewer shall grant the Customer, who has acquired a license for a fee, the right to sub-license it in accordance with the scope of use pursuant to section 2.7 (iii). This means that the Customer may sublicense the license in the context of his order and the associated scope of use to its affiliated companies pursuant to section 15 et seqq. AktG [German Stock Corporations Act] (hereinafter jointly "intended use"). Notwithstanding the use of terms such as "bought", "acquired" or "purchased" or similar terms in this EULA, the Software shall be licensed and not sold.
- 2.6. **Period of use.** If the Customer has acquired the license against a fee from a Third-Party Provider, the rights of use granted under this Agreement shall be limited to the term of the agreement between the Customer and the Third-Party Provider. If the Customer has concluded a contract for valuable consideration directly with TeamViewer, the term of use shall follow from the order.
- 2.7. **Scope of use.** The scope of the granted rights and the permitted scope of use (e.g. number of subscribers) shall follow from the order and this EULA.
- (i) **Private and commercial use.** Unless explicitly stipulated otherwise, the following Customers shall only be given the right to use for private purposes: (i) Customers using the Software free of charge, and (ii) Customers entering into the agreement for purposes, which are not primarily attributable to either their commercial or freelance activities ("Consumers").
- (ii) **Scope of private use.** If the Customer is granted the right to use for private purposes, he shall be entitled to use the Software exclusively for his own private use. Use of the Software for the performance of own commercial, professional, or independent activities of the Customer or use for purposes, for which the Customer directly or indirectly receives compensation, shall not constitute private use.
- (iii) **Scope of commercial use.** If the Customer is granted the right of commercial use, he shall be entitled to use the Software in the performance of own commercial or self-

employed activities of the Customer or of companies affiliated with the Customer pursuant to section 15 et seqq. of the [German] Stock Corporation Law.

The Order may indicate further restrictions of the permitted scope of use.

- 2.8. **Prohibition of excessive use.** Any use of the Software in excess of the contractually stipulated scope of use shall be prohibited. The Customer herewith agrees to refrain from any such use. Excess use shall include without limitation if the Customer uses the Service continuously for an unreasonably long period of time. This shall in any event be the case with a period of 12 hours. In such case, TeamViewer shall retain the right to interrupt the Service without prior announcement.
- 2.9. **Source code.** The granted rights of use shall not comprise any rights to the Software's source code.
- 2.10. **Conversions and decompilation.** The rights granted under this Agreement shall not comprise any rights to editing or decompiling the Software. The Customer's statutory rights, including without limitation pursuant to section 69e UrhG [German Copyright Act] shall remain unaffected.
- 2.11. **Markings.** Markings of the Software, including without limitation copyright notices, trademarks, serial numbers etc. may not be removed, modified or concealed.
- 2.12. **Transfer to third parties.** Notwithstanding the Customer's right to sublicense pursuant to section 2.5 and 2.7 (iii), the Customer shall furthermore not be entitled to transfer or provide the Software to third parties in excess of the intended use, in particular not to dispose of or license the software.
- 2.13. **Reservation of rights.** Unless the Customer has been explicitly granted rights of use to the Software, any and all rights to the Software shall remain with TeamViewer.
- 2.14. **Program locks.** TeamViewer shall have the right, but not the obligation to technically configure the Software and the server services in such a way that it is impossible to exceed the permitted scope of use.

3. Server services and other services by TeamViewer

- 3.1. **Server services.** To establish encrypted telecommunications connections between different users of the Software, the Software first has to communicate with TeamViewer servers (so-called "handshake"). In addition, the transmission of data in the context of a session (e.g. online meeting) may require that encrypted data packages are forwarded by TeamViewer servers (so-called "routing").
 - (i) **Subject matter.** TeamViewer is willing to provide the Customer with the relevant server services. In doing so it is not possible to rule out that the server services might be interrupted due to technical difficulties. The Internet connection between the Customer and the data center and the relevant required hardware and software (e.g. PC, operating system) or the costs for using PSTN phones shall not constitute part of TeamViewer's services. The resulting costs shall be borne by the Customer.
 - (ii) **Term.** If the Customer has acquired a fee-based license from a Third-Party Provider, the server services shall be provided limited to the Customer's respective contract term with the Third-Party Provider. If the Customer has acquired a license for a fee directly from TeamViewer, the server services may be provided limited to the contract term pursuant to the Order.
 - (iii) In case of unlimited or limited gratuitous provisions for use, the Customer shall not be entitled to server services, and TeamViewer may at any time discontinue or modify the server services.
- 3.2. **Installation, setup.** The Customer shall install and configure the Software himself. The above services shall not be owed by TeamViewer.
- 3.3. **Support.** TeamViewer shall owe support only to the extent that this has been explicitly stipulated. Any additional provided support may be modified or terminated by TeamViewer at any time. The Customer's statutory warranty claims shall remain unaffected. If compensation has been stipulated for support services, such compensation shall not relate to satisfaction of the Customer's statutory warranty claims.

- 3.4. **Documentation.** TeamViewer shall provide a user manual in pdf format in German and in English, which may be retrieved online. Additional languages may be offered by TeamViewer on a voluntary basis, but shall not be contractually owed. The documentation is available at [<https://www.blizz.com/en/support/>]. All rights, claims, and benefits under such documentation shall remain with TeamViewer, as well as the rights to all copies, modifications and derived versions therefore, including without limitation to patent rights, copyrights, business secrets, trademark rights and any other intellectual property rights.
- 3.5. **Updates.** TeamViewer may at its own discretion provide free Software updates for download. Updates may comprise of bug fixes as well as smaller functional improvements (e.g. program execution speed optimizations) or new functions. There shall be no obligation to provide updates. The Customer's warranty claims shall remain unaffected. The Customer shall be required at his own expense to input the respective current Software update of the main version used by him. The rights of use according to the Software as such shall apply accordingly to updates (section 2).
- 3.6. **Conference call number.** If the Customer has not acquired a package containing the use of phone numbers, the use of the conference call number shall be subject to charges and not covered by the user fee according to this Agreement. As a matter of principle, the caller shall bear the costs for calling the provided phone number pursuant to the terms of his phone provider. If applicable, charges shall be settled via the subscriber's phone provider.
- 3.7. **Changes to services.** TeamViewer may modify the Software as part of updates and server services (including system requirements) for good cause. Such good cause shall include without limitation if the modification is required because of (i) a necessary adjustment to a new legal situation or case law, (ii) changed technical framework conditions (e.g. new encryption standards) or (iii) safeguarding system security.

4. Customer's duties and obligations

- 4.1. **Lawful use.** The Customer shall use the Software and the server services only within the context of the provisions of this Agreement and pursuant to applicable statutory provisions and shall not infringe any third-party rights when using the above. When using the above, he shall in particular comply with the data protection and export control regulations.
- 4.2. **Export control.** The Customer undertakes not to use the Software in any country and not to ship, transfer or export or otherwise provide it to any country or person, if this is in breach of EU or US export regulations or if it is in any form prohibited under common EU foreign and security policy or under the U.S. Export Control Act. By using the Software, the Customer confirms that he does not stay or reside in any such country and that he is not under the control of any such country. The Customer shall insofar assume full responsibility for using the Software.
- 4.3. **System requirements.** The requirements of the Customer's Software and hardware are set forth in the user manuals and in the performance specification (see section 2.1). Before using the Software, the Customer shall familiarize himself with the system requirements and shall use the Software in line with them.

5. Confidentiality and data protection

- 5.1. **Confidentiality.** The products offered for purchase, including the Software and any and all manuals and documentation provided by TeamViewer, comprise essential components (e.g. algorithms and logic), which constitute confidential information and business secrets and which are deemed confidential information of TeamViewer. The Customer shall not disclose any confidential information of TeamViewer to third parties and shall use confidential information of TeamViewer only in accordance with this Agreement.
- 5.2. **Data protection.** TeamViewer strictly complies with applicable data protection laws. TeamViewer shall collect, process, and use Customer data for execution and implementation of the contractual relationship with the Customer, including in particular for the successful establishment of Internet-based connections. Customer data shall not be disclosed to third-party advertisers without prior approval. Non-personal or anonymous data may be collected automatically in order to improve functionality and handling of the products. The Customer acknowledges and agrees that the collected non-personal or anonymous data may be transmitted for processing to any branches, subsidiaries or affiliates worldwide. For a

detailed description regarding collection, processing, and use of personal data by TeamViewer refer to the Privacy Policy under [<https://www.blizz.com/en/privacy/>].

6. Limitation of liability

- 6.1. **Exclusion in specific cases.** TeamViewer shall be liable for damages within the scope of statutory provisions to the extent that such damage
- (i) was caused with intention or gross negligence on the part of TeamViewer;
 - (ii) with slight negligence on the part of TeamViewer and is due to any material breach of duty, jeopardizing realization of the purpose of this Agreement, or due to the breach of obligations, which must be satisfied to allow for the due performance of this Agreement, and where the Customer may rely on their compliance (cardinal duties), or
 - (iii) which is due to injury to life, limb, or health of any person, assumption of an explicit warranty, malicious concealment of a defect or any provision of the German Product Liability Act.

Subject to this section, TeamViewer shall be liable for restoring data, for data losses and for the corruption of data only if the Customer has regularly created backup copies and has ensured that it is possible to reconstruct the data from such backup copies with reasonable effort. In such cases, the liability of TeamViewer shall be limited to the typical foreseeable damage. Any further liability for data losses shall be excluded. TeamViewer shall not be liable for events of force majeure, which make it considerably more difficult to perform its contractual performance or which temporarily impede the due performance of the Agreement or make it impossible. Force majeure shall include any circumstances unrelated to the intention and influence of the contracting parties, such as acts of God, government actions, regulatory decisions, the availability of telecommunications, mobile radio or Internet service providers, blockades, war and other military conflicts, mobilization, civil commotion, terrorist attacks, strikes, lockouts, and other labor conflicts, confiscation, embargoes or other facts, which are due to no fault on the part of the contracting parties, and which occur after conclusion of this Agreement. Moreover, any liability on the part of TeamViewer shall be excluded regardless of the legal grounds.

- 6.2. **Limitation of the amount.** In case of section 6.1 sentence 1 (ii) (slightly negligent infringement of cardinal duties), TeamViewer shall only have a limited liability for the typically foreseeable damage under an agreement of this type.
- 6.3. **Provision free of charge.** In deviation from section 6.1 and 6.2, TeamViewer's liability shall be limited to intention or gross negligence in case of damage caused during provision of the Software free of charge.
- 6.4. **Employees and agents of TeamViewer.** The limitations of liability in section 6.1 through 6.3 shall also apply in case of claims against employees and agents of TeamViewer.

7. Final provisions

- 7.1. **Amendments to the general terms and conditions.** TeamViewer shall in principle be entitled to amend this EULA.
- 7.2. **Communication by e-mail.** Unless stipulated otherwise in this Agreement, any and all notifications and statements in connection with this Agreement may also be made by e-mail. To this end, TeamViewer may use the e-mail address provided by the Customer upon registration or in the TeamViewer account. The Customer shall retrieve them regularly and to the extent necessary, shall provide the respective current e-mail address. The contact details of TeamViewer are available at [<https://www.blizz.com/en/submit-a-ticket/>].
- 7.3. **Applicable law.** The present Agreement as well as any disputes relating to it shall be exclusively governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The choice of law shall not apply if and to the extent that it would have the effect that Customers, which conclude the Agreement for purposes, which cannot largely be attributed to either their commercial or self-employed activities ("**Consumer**"), are deprived of the protection afforded them by the provisions, which must not be deviated from under the law, which would be applicable in the absence of a choice of law in accordance with Art. 6 para. 1 of ROME I.

- 7.4. **Venue.** If the Customer is a merchant, an entrepreneur, a legal entity under public law or a special fund under public law, exclusive venue shall be TeamViewer's place of business. In such case, TeamViewer shall remain entitled to take legal action at the Customer's place of business.
- 7.5. **Severability.** If individual provisions of this Agreement are or become unenforceable, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced with what the Parties would have stipulated in good faith according to the originally intended purposes from an economic perspective. The same shall apply in case of any gaps.
- 7.6 **Exclusive application.** This EULA shall apply exclusively. Any conflicting or deviating general terms and conditions of the Customer or of third parties shall not be recognized by TeamViewer and shall have no legal effect, unless TeamViewer explicitly agrees to them in advance in writing.

8. User fee, price changes, and default in payment

- 8.1. **Scope** The following provisions in section 8 shall apply in addition exclusively in the event that the Customer has acquired a license directly from TeamViewer. If the Customer has acquired a software license from a Third-Party Provider, the latter's terms shall apply to such extent.
- 8.2. **User fee.** For the rights of use to the Software and the provisions of the server services during the term of the Agreement, the Customer shall owe TeamViewer the recurring user fee set forth in the Order, unless the Order specifies use free of charge.
- 8.3. **Due date.** Unless specified otherwise in the Order, the user fee shall be due and payable monthly in advance.
- 8.4. **Changes to the scope of use.** Increasing the scope of use or upgrading to another service package shall be possible at any time; reducing the service package or downgrading to another service package shall be possible only with effect from the end of the initial or a renewal term (see section 10.1). If the ordered scope of use is expanded within the initial or a renewal term, additional fees shall be charged on a prorated basis. The prices pursuant to the respective applicable TeamViewer price list shall apply to the additional scope of use.
- 8.5. **Invoicing.** Unless specified otherwise in the Order, TeamViewer shall charge the user fee upon commencement of the Agreement and thereafter upon commencement of each renewal period. Invoices shall be issued (i) online by e-mail to the e-mail address provided by the Customer or (ii) - if created - by uploading it to the Customer's user account and corresponding e-mail notification of the Customer. The Customer shall be entitled to have the invoice sent by post only if the Customer requests the invoice from TeamViewer and pays the respective remuneration pursuant to the current TeamViewer price list.
- 8.6. **Payment types.** Invoice amounts may in principle be paid by credit card. Additional payment types (e.g. SEPA direct debit or check) shall follow from the information provided during the order process. If the Customer chooses PayPal direct debit as payment method, if provided, the Customer may cancel such direct debit through his PayPal profile. Such cancellation must be made no later than one day prior to the next debit date.
- 8.7. **Prices, fees, and taxes.** The Customer shall be required to pay any prices and fees specified in the order form to TeamViewer pursuant to the stipulated payment terms. Prices shall in principle not include any sales, excise, value added or any other tax (including applicable withholding tax); the Customer shall be responsible for paying tax. Bank and credit card charges shall be borne by the Customer. All prices and charges shall be payable within 14 days from the invoice date in the currency specified in the order form, unless a different period was stipulated or the chosen payment method (e.g. credit card) indicates a shorter payment or respectively, the need for immediate payment. If the Customer is a Consumer, the stated prices shall include value-added tax.
- 8.8. **Price changes.** TeamViewer shall be entitled to increase the user fee in a reasonable manner with effect from the end of an initial term or a renewal term. TeamViewer shall announce the increase in advance with a notice period at least equal to that required for convenience termination by TeamViewer. The Customer may object to the increase; in such case, the Agreement shall terminate upon the increase taking effect. If the Customer does

not object, this shall be considered approval of the increase. TeamViewer shall notify the Customer in the announcement about such effect of his silence.

- 8.9. **Default in payment.** The occurrence of default in payment and default interest shall be governed by statutory provisions, including without limitation sections 286 and 288 BGB.
- (i) **Dunning fee.** In case of a second reminder, TeamViewer shall be entitled to charge a reasonable dunning fee for this and each additional reminder.
 - (ii) **Locking in case of default in payment.** If the Customer is in default in payment of the user fee, TeamViewer shall be entitled to temporarily suspend the server services ("Locking"). However, TeamViewer shall be required to threaten any Locking reasonably in advance, e.g. by e-mail or notice in the Software. There shall be no Locking or it shall be lifted once the Customer has made full payment. During Locking, the Customer shall remain obligated to pay the user fee.
 - (iii) **Termination in case of default in payment.** TeamViewer shall be entitled to extraordinary termination of the Agreement if the Customer (i) fails to pay the user fee on two consecutive payment dates or is in default with payment of a significant portion of the user fee or (ii) is in default with payment of the user fee in an amount equivalent to the user fee for two months for a period covering more than two dates.

9. Warranty for defects

- 9.1. **Freedom from defects and condition.** TeamViewer shall provide the Software free from any defects in quality or title and shall maintain it in a condition suitable for contractual use throughout the term of the Agreement.
- 9.2. **Restrictions.** Notwithstanding section 9.1, the Customer acknowledges and agrees that computer and telecommunications are not perfect and that they may fail from time to time. TeamViewer shall not be responsible for the Software functioning without interruptions or errors. In case of a failure of the broadband connection, the phone network or power supply, or in case of any other events not under TeamViewer's control, the services may not be fully operational or may not be available. The Customer is aware of this and agrees.
- 9.3. **Maintenance obligation.** The obligation to maintain the Software shall not comprise of adapting the Software to new operating systems or operating system versions, adapting it to the range of functions of competing products, or establishing compatibility with new data formats.
- 9.4. **Defect removal.** The Customer shall preferentially report defects of the Software or of the server services through the webshop provided under [<https://www.blizz.com/en/submit-a-ticket/>] and to the extent possible and reasonable, shall explain the particular circumstances under which the fault occurred (e.g. screenshots, log data). TeamViewer shall remove defects within a reasonable period of time. TeamViewer may remove defects in the form of updates and patches if the contractual range of functions is maintained and if the transfer does not result in significant disadvantages. The Customer shall bear the costs of installation. TeamViewer shall furthermore be entitled to temporarily instruct the Customer about options to bypass a defect and to remove the defect subsequently by adapting the Software or server service if this can reasonably be expected from the Customer.
- 9.5. **Termination.** Termination by the Customer pursuant to section 543 para. 2 sentence 1 no. 1 BGB because of the failure to provide contractual use shall be permitted only if TeamViewer has been given adequate opportunities to remove the defect and if this has failed.
- 9.6. **Initial impossibility.** Strict liability for initial defects pursuant to section 536a para. 1, 1st alt. 1 BGB shall be excluded. Fault-based liability shall remain unaffected.
- 9.7. **Limitation.** If the Customer is an entrepreneur, warranty claims shall lapse after twelve months. This shall not apply in case of warranty claims subject to mandatory statutory liability on the part of TeamViewer (e.g. in case of malice, cf. section 7.1 sentence 2).
- 9.8. **Statutory provisions.** Moreover, subject to section 7, the statutory provisions regarding warranty for defects shall apply.
- 9.9. **Provision free of charge.** If TeamViewer provides the Customer with the Software and server services free of charge, the provisions regarding hire shall apply primarily, i.e. in

particular TeamViewer's warranty for defects pursuant to section 600 BGB shall be limited to malice, liability pursuant to section 599 BGB shall be limited to intention and gross negligence, and the shortened limitation of six months pursuant to section 606 BGB shall apply.

10. Term and termination

10.1. **Term and convenience termination.** Unless stipulated otherwise in the Order, the following shall apply

- (i) if the Software is provided by a Third-Party Provider for a fee: The term of this Agreement shall be equivalent to the term of the agreement between the Customer and the Third-Party Provider.
- (ii) if the Software is provided by TeamViewer for a fee: If the Agreement has a term of twelve (12) months ("Initial Term"), the Agreement shall commence upon conclusion (cf. section 1.3) and subsequently shall be renewed automatically for a further twelve (12) months at a time ("Renewal Term"), unless the Agreement is terminated by either Party with 30 days' notice ("Notice Period") effective from the end of the Initial or a Renewal Term. If the Agreement has a term of one (1) month ("Initial Term"), the Agreement shall commence upon conclusion (cf. section 1.3) and subsequently shall be renewed automatically for a further month at a time ("Renewal Term"), unless the Agreement is terminated by either party with 14 days' notice ("Notice Period") effective from the end of the Initial or a Renewal Term.
- (iii) if the Software is provided free of charge: The Agreement shall commence upon conclusion, shall be concluded for an indefinite period of time, and may be terminated by either Party without giving reasons.

10.2. **Extraordinary termination.** The right to terminate for good cause shall remain unaffected. The termination right of TeamViewer in case of default in payment shall be subject to section 8.9.(iii).

10.3. **Termination notice.** Termination may be made in writing (signed letter, fax) or in text form (e.g. e-mail). The Customer may address his notice to TeamViewer GmbH, Jahnstrasse 30, 73037 Göppingen, Germany, or to sales@teamviewer.com to terminate the Agreement, unless the Customer has acquired a license for a fee from a Third-Party Provider. In such case, the Customer shall terminate towards the Third-Party Provider. TeamViewer may also terminate an Agreement by way of a corresponding notice in the Software.

10.4. **Consequences of termination.** Upon expiry of the term of the Agreement, the Customer shall delete the Software from all of his computers and shall refrain from any further use of the Software. Following termination of the Agreement, the Customer shall no longer be able to access the data stored by him in the Software, the user account. To the extent possible, the Customer shall be responsible for exporting the data prior to the end of the term of the Agreement using the Software's functions and to store them for further use. TeamViewer shall not be required to surrender the data. Upon termination of the Agreement, TeamViewer shall delete the Customer data unless TeamViewer is required by law to retain them. If deletion is possible only with disproportionate effort (e.g. in backups), TeamViewer shall be entitled to block the data. TeamViewer's right to use the data according to section 5.2 shall remain unaffected.

B.

1. Contents and formation of the Agreement

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meetings and chats and shall be installed on the Customer's computers ("**Software**"). In addition, TeamViewer provides servers for establishing encrypted connections (handshake) and for the transmission of data packages (routing) in connection with the use of the Software ("**Server Services**"). This EULA shall furthermore apply accordingly to associated Software, which may be used via the browser, on apps for PCS (e.g. Windows, Mac OS X) and apps for mobile terminals (e.g. iOS, Android) ("**Apps**") as well as to the features and functions comprised in the Software. The same shall apply to support services, which to a varying extent, depending on the stipulated service contents, may also become the subject matter of the Agreement.

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- 2.2. **Provision.** TeamViewer shall provide the Software for online retrieval (download) by the Customer.
- 2.3. **Activation.** Following completion of the Order, the Customer in case of fee-based use shall be provided by TeamViewer or by the Third-Party Provider with a license key, which the Customer shall enter into the Software, or an URL, which the Customer may click for activation. After entering the license key or clicking on the URL, the Customer shall have the rights of use and functionalities of the paid-up version pursuant to this Agreement.
- 2.4. **Simple license.** TeamViewer herewith grants the Customer the simple, i.e. non-exclusive, revocable, worldwide (pursuant to applicable export controls; unless, the Customer in the order process is explicitly granted a right of use restricted to a specific territory), non-transferable and non-sublicensable right to install, run and use the Software on computers to the extent of the scope of use specified in the Order and the present EULA. Notwithstanding the above provision, TeamViewer shall grant the Customer, who has acquired a license for a fee, the right to sub-license it in accordance with the scope of use pursuant to section 2.8. This means that the Customer may sublicense the license in the context of its order and the associated scope of use to its affiliated companies ("**Affiliate**"). In the sense of the above, "Affiliate" shall mean any other legal entities, which directly or indirectly control the Customer, [or] are controlled by or together with the Customer, including in particular subsidiaries, parent or associated companies; controlling in this sense shall mean that the respective controlling company holds at least 50% of the voting rights in the

controlled company. Notwithstanding the use of terms such as "bought", "acquired" or "purchased" or similar terms in this EULA, the Software shall be licensed and not sold.

- 2.5. **Period of use.** If the Customer has acquired the license against a fee from a Third-Party Provider, the rights of use granted under this Agreement shall be limited to the term of the agreement between the Customer and the Third-Party Provider. If the Customer has concluded a contract for valuable consideration directly with TeamViewer, the term of use shall follow from the order.
- 2.6. **Scope of use.** The scope of the granted rights and the permitted scope of use shall follow from the order and this EULA. The Software may be used for either private or commercial purposes. Freemium Software may be used for private purposes only.
- 2.7. **Scope of private use.** If the Customer is granted the right to use the Software for private purposes, this shall include only his own use, which is not associated with any commercial uses (e.g. free computer support for a family member or partner). Use of the Software for commercial purposes or in general for purposes, where the Customer directly or indirectly receives compensation (e.g. teamwork with colleagues, free support by third-parties, who have acquired software from the Customer), shall not constitute private use.
- 2.8. **Scope of commercial use.** If the Customer is granted the right of commercial use, he shall be entitled to use the Software in the performance of own commercial or self-employed activities of the Customer or of companies affiliated with the Customer pursuant to section 15 et seqq. of the German Stock Corporation Law.

The Order may indicate further restrictions of the permitted scope of use.

- 2.9. **Prohibition of excessive use.** Any use of the Software in excess of the contractually stipulated scope of use shall be prohibited. The Customer herewith agrees to refrain from any such use. Excess use shall include without limitation if the Customer uses the Service continuously for an unreasonably long period of time. This shall in any event be the case with a period of 12 hours. In such case, TeamViewer shall retain the right to interrupt the Service without prior announcement.
- 2.10. **Source code.** The granted rights of use shall not comprise any rights to the Software's source code.
- 2.11. **Restrictions.** The Customer shall not do and shall not procure any third party to do any of the following: (i) Decompile, reverse engineer, or disassemble source codes or underlying ideas or algorithms in connection with the Software in any way, or attempt in any other way to derive, analyze, or use the above, except and only to the extent that the provisions of the present section are explicitly prohibited by law; (ii) except to the extent that this is explicitly stipulated in this agreement - section 2.4. and 2.8. - provision, lending, leasing, use for timeshare or service office purposes or any use or permission of use of the Software for the benefit of third parties, (iii) modify the Software or create derivatives of the Software or (iv) remove product labels or other notes on this or any other Software. The Customer undertakes to treat the Software in confidence, not to disclose or use it, unless this is explicitly permitted in this Agreement. The Customer acknowledges and agrees that there will be no adequate remedies in the event of a breach of this section 2.11 and that any such breach of the above obligations would cause irredeemable damage to TeamViewer, where financial compensation would not constitute adequate indemnification and that TeamViewer in addition to its other rights and remedies may assert claims to other remedies or interlocutory relief.
- 2.12. **Reservation of rights.** Inter partes, TeamViewer shall retain any and all rights and claims to the Software (and to the Software updates provided by TeamViewer) as well as to any copies, modifications, and derived versions of the Software, including without limitation any and all patents and copyrights, rights to business secrets and trademarks as well as any other protective or intellectual property rights.
- 2.13. **Program locks.** TeamViewer shall have the right, but not the obligation to technically configure the Software and the server services in such a way that it is impossible to exceed the permitted scope of use.

3. Server services and other services by TeamViewer

- 3.1. **Server services.** To establish encrypted telecommunications connections between different users of the Software, the Software first has to communicate with TeamViewer servers (so-called "handshake"). In addition, the transmission of data in the context of a session (e.g. online meeting or remote maintenance) may require that encrypted data packages are forwarded by TeamViewer servers (so-called "routing").
- (i) **Subject matter.** TeamViewer is willing to provide the Customer with the relevant server services. In so doing it is not possible to rule out that the server services might be interrupted due to technical difficulties. The Internet connection between the Customer and the data center and the relevant required hardware and software (e.g. PC, operating system) or the costs for using PSTN phones shall not constitute part of TeamViewer's services. The resulting costs shall be borne by the Customer.
- (ii) **Term.** If the Customer has acquired a license for a fee from a Third-Party Provider, the server services shall be provided limited to the Customer's respective contract term with the Third-Party Provider. If the Customer has acquired a license for a fee directly from TeamViewer, the server services may be provided limited to the contract term pursuant to the Order.
In case of unlimited or limited gratuitous provisions for use, the Customer shall not be entitled to server services, and TeamViewer may at any time discontinue or modify the server services.
- 3.2. **Installation, setup.** The Customer shall install and configure the Software himself. The above services shall not be owed by TeamViewer.
- 3.3. **Support.** TeamViewer shall owe support only to the extent that this has been explicitly stipulated. Any additional provided support may be modified or terminated by TeamViewer at any time. The Customer's statutory warranty claims shall remain unaffected. If compensation has been stipulated for support services, such compensation shall not relate to satisfaction of the Customer's statutory warranty claims.
- 3.4. **Documentation.** TeamViewer shall provide a user manual in pdf format in German and in English, which may be retrieved online. Additional languages may be offered by TeamViewer on a voluntary basis, but shall not be contractually owed. The documentation is available at [<https://www.blizz.com/en/support/>]. As has been agreed by and between the Parties, all rights, claims, and benefits under such documentation shall remain with TeamViewer, as well as the rights to all copies, modifications and derived versions therefore, including without limitation to patent rights, copyrights, business secrets, trademark rights and any other intellectual property rights.
- 3.5. **Updates.** TeamViewer may at its own discretion provide free Software updates for download. Updates may comprise of bug fixes as well as smaller functional improvements (e.g. program execution speed optimizations) or new functions. There shall be no obligation to provide updates. The Customer's warranty claims shall remain unaffected. The Customer shall be required at his own expense to input the respective current Software update of the main version used by him. The rights of use according to the Software as such shall apply accordingly to updates (section 2).
- 3.6. **Conference call number.** If the Customer has not acquired a package containing the use of phone numbers, the use of the conference call number shall be subject to charges and not covered by the user fee according to this Agreement. As a matter of principle, the caller shall bear the costs for calling the provided phone number pursuant to the terms of his phone provider. If applicable, charges shall be settled via the subscriber's phone provider.
- 3.7. **Changes to services.** TeamViewer may modify the Software as part of updates and server services (including system requirements) for good cause. Such good cause shall include without limitation if the modification is required because of (i) a necessary adjustment to a new legal situation or case law, (ii) changed technical framework conditions (e.g. new encryption standards) or (iii) safeguarding system security.

4. Customer's duties and obligations

- 4.1. **Lawful use.** The Customer shall use the Software and the server services only within the context of the provisions of this Agreement and pursuant to applicable statutory provisions

and shall not infringe any third-party rights when using the above. When using the above, he shall in particular comply with the data protection and export control regulations.

- 4.2. **Export control.** The Customer confirms that the Software and the associated technical data and services (overall the "Controlled Technology") are subject to the export and import laws of the United States of America, including without limitation the U.S. Export Administration Regulations (EAR) as well as to the laws of any country, into which the Controlled Technology is imported or re-exported. The Customer undertakes to comply with all relevant statutory provisions and shall not export any Controlled Technologies in violation of U.S. law or into a prohibited country or to a prohibited legal entity or individual, where an export license or other governmental permit is required. The Customer furthermore undertakes not to export or dispose of Controlled Technologies for use in connection with chemical, biological, or nuclear weapons, or for use with missiles, drones, or carrier rockets suitable for any such weapons.
- 4.3. **Restricted rights of the U.S. Government.** The Software shall be deemed commercial computer software within the meaning of FAR 12.212 and shall be subject to restricted rights within the meaning of FAR Section 52.227-19 "Commercial Computer Licensed Software – Restricted Rights" or respectively, DFARS 227.7202, Rights in Commercial Computer Licensed Software or Commercial Computer Licensed Software Documentation" as well as successor regulations, if any. Any use, modification, reproduction version, presentation, notification, or disclosure of the Software by the U.S. Government shall be made exclusively pursuant to the provisions of this Agreement.
- 4.4. **System requirements** The requirements of the Customer's Software and hardware are set forth in the user manuals and in the performance specification (see section 2.1). Before using the Software, the Customer shall familiarize himself with the system requirements and shall use the Software in line with them.

5. Confidentiality and data protection

- 5.1. **Confidentiality.** The products offered for acquisition, including the Software and any and all manuals and documentation provided by TeamViewer, comprise essential components (e.g. algorithms and logic), which constitute confidential information and business secrets and which are deemed confidential information of TeamViewer. The Customer shall not disclose any confidential information of TeamViewer to third parties and shall use confidential information of TeamViewer only in accordance with this Agreement.
- 5.2. **Data protection.** TeamViewer strictly complies with applicable data protection laws. TeamViewer shall collect, process, and use Customer data for execution and implementation of the contractual relationship with the Customer, including in particular for the successful establishment of Internet-based connections. Customer data shall not be disclosed to third-party advertisers without prior approval. Non-personal or anonymous data may be collected automatically in order to improve functionality and handling of the products. The Customer acknowledges and agrees that the collected non-personal or anonymous data may be transmitted for processing to any branches, subsidiaries or affiliates worldwide. For a detailed description regarding collection, processing, and use of personal data by TeamViewer refer to the Privacy Policy under [<https://www.blizz.com/en/privacy/>].

6. Limitation of liability

TO THE EXTENT PERMITTED BY LAW AND IRRESPECTIVE OF WHETHER ANY CLAIM OF THE CUSTOMER SPECIFIED HEREIN DOES NOT SERVE ITS PURPOSE, TEAMVIEWER OR ITS LICENSORS, RESELLERS, SUPPLIERS, OR REPRESENTATIVES SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO THE CUSTOMER FOR (i) THE COSTS OF ACQUIRING REPLACEMENT OF GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOST REVENUES, LOST ORDERS, LOST GOODWILL, OR THE FAILURE TO REALIZE EXPECTED SAVINGS OR THE LOSS OF WORKING TIME OF MANAGEMENT OR STAFF, OR (ii) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGE OCCURRING DIRECTLY OR INDIRECTLY DUE TO THIS AGREEMENT, EVEN IF TEAMVIEWER OR ITS LICENSORS, RESELLERS, SUPPLIERS, OR REPRESENTATIVES WERE NOTIFIED ABOUT THE POSSIBILITY THAT SUCH DAMAGE MIGHT OCCUR. THE LIABILITY OF TEAMVIEWER SHALL UNDER NO CIRCUMSTANCES EXCEED THE CHARGES, WHICH HAVE IN FACT BEEN PAID BY THE CUSTOMER WITHIN

A PERIOD OF SIX (6) MONTHS FOR THE SOFTWARE OR SERVICE PRIOR TO OCCURRENCE OF THE EVENT GIVING RISE TO THE DAMAGE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT THE LIABILITY OF TEAMVIEWER TO THE CUSTOMER FOR CULPABLY CAUSING DEATH OR BODILY INJURY OR ANY OTHER LIABILITY, WHERE EXCLUSION OR LIMITATION IS PROHIBITED BY LAW. THE EXCLUSIONS OR LIMITATIONS OF LIABILITY STIPULATED IN THIS EULA SHALL APPLY REGARDLESS OF WHETHER OR NOT THE CUSTOMER ACCEPTS THE SOFTWARE, SERVICES, OR UPDATES.

7. Indemnification

7.1 Indemnification by the Customer. The Customer undertakes to indemnify and hold TeamViewer, any affiliates, managing directors, directors, partners, contractors or licensors of TeamViewer harmless from and against any and all direct and indirect damages, costs and expenses (including any and all attorneys' fees and legal costs) which are incurred by TeamViewer because of complaints, claims, demands, penalty payments, or any other third-party procedures or regulatory charges, conditions, or penalty payments, and which are based on an alleged breach of this EULA by the Customer or on any use of the Software in breach of the law or contrary to any duties.

7.2 Indemnification procedure. TeamViewer shall notify the Customer in due time in writing about any complaints, demands, penalty payments or other third-party procedures or about any regulatory charges, conditions, or penalty payments. In such case, TeamViewer may decide at its own discretion if TeamViewer (i) will assume or procure legal representation or respectively, defense and if the Customer will bear the costs, or (ii) if it will assign legal representation or defense to the Customer. If TeamViewer assigns legal representation or respectively, defense to the Customer, the Customer shall at his own expense select an appropriately qualified lawyer and other representatives of his choice for legal representation. In any case, TeamViewer shall retain the right to enter into a settlement with the third party or to arrange for other compensation. The above shall apply even if TeamViewer has assigned legal representation or respectively, defense to the Customer. The Customer shall be obligated to indemnify and hold TeamViewer harmless, irrespective of whether or not TeamViewer has settled with the third party or which decision TeamViewer has made pursuant to this clause.

8. Final provisions

8.1. Amendments to the general terms and conditions. TeamViewer shall in principle be entitled to amend this EULA.

8.2. Communication by e-mail. Unless stipulated otherwise in this Agreement, any and all notifications and statements in connection with this Agreement may also be made by e-mail. To this end, TeamViewer may use the e-mail address provided by the Customer upon registration or in the TeamViewer account. The Customer shall retrieve them regularly and to the extent necessary, shall provide the respective current e-mail address. The contact details of TeamViewer are available at [<https://www.blizz.com/en/submit-a-ticket/>].

8.3. Applicable law, severability, waiver. The contractual relationship between TeamViewer and the Customer shall be governed by the laws of the State of New York, United States of America, under exclusion of the provisions of the UN Convention on the International Sale of Goods, including any changes, and without giving effect to any principles of conflicts of law. If a provision of this Agreement is found to be invalid or unenforceable as a whole or in part, the relevant provision shall be enforced to the extent permitted. The remaining provisions of the Agreement shall remain in force and effect. The waiver of asserting a breach of duty, including without limitation in case of default, shall not be deemed a waiver of asserting subsequent breaches of duty.

9.4 Venue. TeamViewer and the Customer shall unconditionally and irrevocably agree to the exclusive jurisdiction of the federal and state courts in New York County, New York, for any processes, complaints, or litigation resulting from or in connection with this Agreement or the transactions contemplated in it. TeamViewer and the Customer herewith waive any objection to such courts for the purpose of conducting such processes, complaints, or litigation.

9.5 Exclusive application. This EULA shall apply exclusively. Any conflicting or deviating general terms and conditions of the Customer or of third parties shall not be recognized by TeamViewer and shall have no legal effect, unless TeamViewer explicitly agrees to them in advance in writing.

9. User fee, price changes, and default in payment

9.1. **Scope.** The following provisions shall apply in addition exclusively in the event that the Customer has acquired a license directly from TeamViewer. If the Customer has acquired a license to the Software from a Third-Party Provider, the latter's terms shall apply to such extent.

9.2. **User fee.** For the rights of use of the Software and the provisions of the server services during the term of the Agreement, the Customer shall owe TeamViewer the recurring user fee set forth in the Order, unless the Order specifies use free of charge.

9.3. **Due date.** Unless specified otherwise in the Order, the user fee shall be due and payable monthly in advance.

9.4. **Changes to the scope of use.** Increasing the scope of use or upgrading to another service package shall be possible at any time; reducing the service package or downgrading to another service package shall be possible only with effect from the end of the initial or a renewal term (see section 11.1). If the ordered scope of use is expanded within the initial or a renewal term, additional fees shall be charged on a prorated basis. The prices pursuant to the respective applicable TeamViewer price list shall apply to the additional scope of use.

9.5. **Invoicing.** Unless specified otherwise in the Order, TeamViewer shall charge the user fee upon commencement of the Agreement and thereafter upon commencement of each renewal period. Invoices shall be issued (i) online by e-mail to the e-mail address provided by the Customer or (ii) - if created - by uploading it to the Customer's TeamViewer account and corresponding e-mail notification of the Customer. The Customer shall be entitled to have the invoice sent by post only if the Customer requests the invoice from TeamViewer and pays the respective remuneration pursuant to the current TeamViewer price list.

9.6. **Payment types.** Invoice amounts may in principle be paid by credit card. Additional payment types (e.g. SEPA direct debit or check) shall follow from the Order. If the Customer chooses PayPal direct debit as payment method, if provided, the Customer may cancel such direct debit through his PayPal profile. Such cancellation must be made no later than one day prior to the next debit date.

9.7. **Prices, fees, and taxes.** The Customer shall be required to pay any prices and fees specified in the order form to TeamViewer pursuant to the stipulated payment terms. Prices shall in principle not include any sales, excise, value added or any other tax (including applicable withholding tax); the Customer shall be responsible for paying tax. Bank and credit card charges shall be borne by the Customer. All prices and charges shall be payable within 14 days from the invoice date in the currency specified in the order form, unless a different period was stipulated or the chosen payment method (e.g. credit card) indicates a shorter payment or respectively, the need for immediate payment. If the Customer is a Consumer, the stated prices shall include value-added tax.

9.8. **Price changes.** TeamViewer shall be entitled to increase the user fee, i.e. at the end of the initial term (usually 12 months) or at the end of the renewal term. The Customer shall be notified accordingly no later than sixty days prior to the increase of the user fee.

9.9. Default in payment.

(i) **Default interest.** On any undisputed user fee, which has not been paid on time, TeamViewer may charge the Customer default interest in an amount equivalent to the lower of one-and-a-half percent (1.50%) per month or the maximum interest rate permitted by law.

(ii) **Locking in case of default in payment.** If the Customer is in default in payment of the user fee, TeamViewer shall be entitled to temporarily suspend the server services ("Locking"). However, TeamViewer shall threaten any Locking reasonably in advance, e.g. by e-mail or notice in the Software. While services are locked, connections to and

from the Customer's installations will not be possible. The Customer shall remain obligated to pay the user fee while services are locked.

- (iii) **Termination in case of default in payment.** TeamViewer may terminate the Agreement if the Customer is in default with payment of the user fee and fails to remedy such default within fifteen (15) days from receipt of a corresponding notification from TeamViewer. The option to terminate shall exist in addition to (and not instead of) any other rights and remedies due to TeamViewer under this Agreement or under law or equity.

10. **Warranty for defects**

- 10.1. **Warranty, no guarantee.** TeamViewer undertakes to ensure that during the term of a subscription, the Software as well as the server services shall in every material respect comply with the respective product description. However, TeamViewer shall under no circumstances vouch to be able to remove any reported defects or that use of the Software and the server services will be uninterrupted or without any faults. Notwithstanding this section 10.1, the Customer acknowledges and agrees that computer and telecommunications are not perfect and that they may fail from time to time. TeamViewer shall not be responsible for the Software functioning without interruptions or errors. In case of a failure of the broadband connection, the phone network or power supply, or in case of any other events not under TeamViewer's control, the services may not be fully operational or may not be available. The Customer is aware of this and agrees. TeamViewer shall furthermore not represent any properties or third-party services. In the event of a breach of any obligations under sentence 1, TeamViewer shall without additional costs for the Customer perform any subsequent improvements, which are necessary for the Software and server services to comply with the assumed obligations. The Customer shall give TeamViewer adequate opportunity to remove any breach of duty and shall provide support for the removal of defects. However, in this regard, the claim to subsequent improvement shall be the Customer's sole claim in the event of a breach of duty on the part of TeamViewer within the meaning of sentence 1. However, if TeamViewer after several attempts is unable to remove the defect of a Software or server service and if it therefore is unable to remove the breach of duty according to sentence 1, the Customer shall only be entitled to terminate the Agreement. In this case, TeamViewer shall compensate the Customer in advance for any amounts paid by the Customer to TeamViewer for the Software and server services for the remaining part of the term of the subscription. Any obligation on the part of TeamViewer about any kind of remedy in the event of defects resulting from accident, abuse, unauthorized repairs, modifications, or expansions or in case of improper use shall be excluded. THE ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE CLAIM ON THE PART OF THE CUSTOMER IN CASE OF ANY BREACH OF DUTY UNDER THIS PROVISION.
- 10.2. **Force majeure.** TeamViewer shall not be liable for events of force majeure, which make it considerably more difficult to perform its contractual performance or which temporarily impede the due performance of the Agreement or make it impossible. Force majeure shall include any circumstances unrelated to the intention and influence of the contracting parties, such as acts of God, government actions, regulatory decisions, the availability of telecommunications, mobile radio or Internet service providers, blockades, war and other military conflicts, mobilization, civil commotion, terrorist attacks, strikes, lockouts, and other labor conflicts, confiscation, embargoes or other facts, which are due to no fault on the part of the contracting parties, and which occur after conclusion of this Agreement.
- 10.3. **Maintenance obligation.** The obligation to maintain the Software shall not comprise adapting the Software to new operating systems or operating system versions, adapting to the range of functions of competing products, or establishing compatibility with new data formats.
- 10.4. **Provision free of charge.** If TeamViewer provides the Software and the server services to the Customers free of charge, they shall be provided 'as is' and without any kind of warranty whatsoever.
- 10.5. **DISCLAIMER OF WARRANTY, GUARANTEE, LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND LIABILITY CLAIMS SET FORTH IN PARAGRAPH 10 ABOVE SHALL CONSTITUTE THE CUSTOMER'S EXCLUSIVE CLAIMS AND SHALL APPLY INSTEAD OF ANY OTHER EXPLICIT OR IMPLICIT CLAIMS, INCLUDING WITHOUT LIMITATION ANY IMPLIED CLAIMS WITH A VIEW TO MARKETABILITY,**

SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TEAMVIEWER SHALL NOT VOUCH FOR THE SOFTWARE OR THE SERVICES MEETING THE CUSTOMER'S REQUIREMENTS OR THAT OPERATION OR USE OF THE SOFTWARE OR THE SERVICES, INCLUDING THE SERVER SERVICES, WILL BE UNINTERRUPTED OR WITHOUT DEFECTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH MAY VARY DEPENDING ON THE STATE OR COUNTRY.

11. Term and termination in case of subscription

11.1. Term and convenience termination. Unless stipulated otherwise in the Order, the following shall apply

- (i)** if the Software is provided by a Third-Party Provider for a fee: The term of this Agreement shall be equivalent to the term of the agreement between the Customer and the Third-Party Provider.
- (ii)** if the Software is provided by TeamViewer for a fee: If the Agreement has a term of twelve (12) months ("Initial Term"), the Agreement shall commence upon conclusion (cf. section 1.3) and subsequently shall be renewed automatically for a further twelve (12) months at a time ("Renewal Term"), unless the Agreement is terminated by either Party with 30 days' notice ("Notice Period") effective from the end of the Initial or a Renewal Term. If the Agreement has a term of one (1) month ("Initial Term"), the Agreement shall commence upon conclusion (cf. section 1.3) and subsequently shall be renewed automatically for a further month at a time ("Renewal Term"), unless the Agreement is terminated by either party with 14 days' notice ("Notice Period") effective from the end of the Initial or a Renewal Term.
- (iii)** if the Software is provided free of charge: The Agreement shall commence upon conclusion (cf. section 1.2), shall be concluded for an indefinite period of time, and may be terminated by either Party without giving reasons.

11.2. Termination because of breach of a contractual duty. Either Party may terminate the Agreement in case of a major breach of a contractual duty by the respective other Party, unless the relevant breach of duty has been remedied within thirty (30) days from written notification (whereby the Customer shall be given only fifteen (15) days to remove any failure / default of payment).

11.3. Termination notice. Termination may be made in writing (signed letter, fax) or in text form (e.g. e-mail). The Customer may address his notice to TeamViewer GmbH, Jahnstrasse 30, 73037 Göppingen, Germany, or to sales@teamviewer.com to terminate the Agreement, unless the Customer has acquired a license for a fee from a Third-Party Provider. In such case, the Customer shall terminate towards the Third-Party Provider. TeamViewer may also terminate an Agreement by way of a corresponding notice in the Software.

11.4. Consequences of termination. Upon expiry of the term of the Agreement, the Customer shall delete the Software from all of his computers and shall refrain from any further use of the Software. Following termination of the Agreement, the Customer shall no longer be able to access the data stored by him in the Software. To the extent possible, the Customer shall be responsible for exporting the data prior to the end of the term of the Agreement using the Software's functions and to store them for further use. TeamViewer shall not be required to surrender the data. Upon termination of the Agreement, TeamViewer shall delete the Customer data unless TeamViewer is required by law to retain them. If deletion is possible only with disproportionate effort (e.g. in backups), TeamViewer shall be entitled to block the data. TeamViewer's right to use the data according to section 5.2 shall remain unaffected.