

TEAMVIEWER® END-USER LICENSE AGREEMENT

PLEASE CAREFULLY REVIEW THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("EULA"). This EULA is a legal agreement between you and TeamViewer GmbH ("TEAMVIEWER") for the licensing and use of the TeamViewer software, which includes TeamViewer, TeamViewer Manager, TeamViewer Web Connector, TeamViewer Portable, TeamViewer MSI Package, TeamViewer for iPad®, iPhone® and Android®, computer software and applications ("SOFTWARE"). This EULA also covers Software, any associated media, printed materials, and "online" or electronic documentation (collectively "PRODUCT"). Future releases of the Product may contain amendments to this EULA.

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1. LICENSE GRANT. Unless otherwise provided in the applicable Software documentation, TeamViewer grants you, under this EULA, a license to use the Product for an indefinite period of time. The license granted herein is non-exclusive and its scope is dependent on whether you use the Software for personal or commercial use. (i) Private Use of TeamViewer: if your use of the Software is for your private use, you may install the Software on private computers to be used in any one session at any one time; Private Use is use of TeamViewer for purposes that are of no commercial nature and for which you are neither directly nor indirectly paid (for more information see <http://www.teamviewer.com/link/?url=569877>) (ii) TeamViewer Business: you are allowed to install the Software on one computer and are only allowed to run up to three connections in Remote Control mode or have up to 15 participants in any Meeting on that one computer; (iii) on TeamViewer Premium: you are allowed to install the Software on an unlimited number of computers, out of all of the computers, you are only allowed to run one concurrent session at any time; however from a single computer you are allowed to establish up to 10 connections in Remote control mode or have up to 25 participants in any Meeting; or (iv) TeamViewer Corporate: you are allowed to install the Software on an unlimited number of computers, out of all of the computers, you are only allowed to run three concurrent sessions at any one time; however from a single computer you are allowed to establish up to 15 connections in Remote control mode or have up to 25 participants in any Meeting. Based on the foregoing calculations, virtualized desktops or computers or other hardware running multiple operated systems shall be counted as individual computers towards the total count. Additional concurrent users of the Software will require the respective additional licenses.

2. SUPPORT. In addition to your warranty claims, TeamViewer, in its sole determination, will provide you with support, which shall consist of: (i) telephone or electronic support to you in order to help you locate and, on your own, correct problems with the Product and / or (ii) supplying extensions, enhancements and other changes that TeamViewer may make to the Product and which is made publicly available, without additional charge, to other licensees of the Product that are enrolled in Support.

3. BETA TESTING. TeamViewer can provide you with Beta test versions of Product "AS IS", free of charge, and WITHOUT WARRANTY OF ANY KIND. Such provision is done so only for the purpose of assisting TeamViewer with testing functionality or compatibility. Should you use this test version, please provide TeamViewer with compelling feedback in whatever format you may wish, or are directed by ("CONTRIBUTION"). You expressly acknowledge that your participation in any beta testing is undertaken by you on a volunteer basis and that you shall have no right in the beta Product or Contribution, whether in original form (as provided to you) or in respect of any derivative work (whether or not based upon, in whole or in part, on any participation or feedback you may make). Notwithstanding the foregoing, you agree to grant to TeamViewer, free of charge, all rights of use in respect of your Contribution.

4. RESTRICTIONS. Except as otherwise agreed in writing, you shall have no right and you shall not permit any third party to: (i) make error corrections to or otherwise modify or adapt the Product or decompile, decrypt, disassemble, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of Product or of any files contained or generated using Product by any means whatsoever or otherwise reduce the Product to human-readable form, unless expressly permitted by law in each case; or (ii) circumvent or provide the method or means to circumvent any TMP in the Product; or (iii) use the Product in any manner not expressly authorized herein.

5. SCOPE OF LICENSE. TeamViewer is the holder of all intellectual property rights in the Product, throughout the world. Please note that the Product may contain third-party software. With the license, you will be granted, according to Sec. 1, the non-exclusive right to use the Product, which shall constitute no sale. You shall be granted no further rights or titles in, or to, the Product in excess of this EULA. TeamViewer and its licensors retain ownership of all copies of the Product and reserves all rights not expressly granted to you under this EULA.

6. CONSENT TO USE OF DATA. TeamViewer and you shall comply with the

respective provisions of the applicable data protection laws. TeamViewer takes the protection of your personal data very seriously and strictly abides by the data protection laws. TeamViewer collects, processes and uses your data for the implementation and processing of the contractual relation with you, in particular for successfully establishing connections over the Internet. Beyond that, your data will not be used without your prior consent, in particular not for advertising purposes. Non-personal data may be collected automatically to offer you first-class service, especially to facilitate and improve the provision of software updates, Support, Content, TPM and other services.

7. CONTENT UPDATES; TECHNOLOGICAL PROTECTION MEASURES ("TPM"). Some Products require, for optimum use and TeamViewer may provide to you, in a number of formats (feeds, definition files etc), content that is automatically, synchronised or updated from time to time with TeamViewer's servers or systems ("CONTENT"). Such content may be provided for a limited time, from time to time, or in accordance with an applicable and valid Support agreement. The Products may also contain technological protection measures, for instance a license key or code, that prevents unlimited copying, or limit time of use or functionality in accordance with the type of license that you purchase ("TPM"). You consent that the Product will automatically contact TeamViewer to receive Content and, in addition, if and when any of the following events occur: (i) the Product is successfully installed by you; (ii) you fail to install the Product successfully; (iii) the Product has been successfully configured; (iv) there are changes to the Product's license key or TPM; and / or (v) the Product is uninstalled. TeamViewer has offices worldwide and you acknowledge and consent that any data collected may be sent to any TeamViewer office or affiliate for processing, including locations outside of the USA and European Union. Your consent to this Section 7 is limited to any data not being your personal data. For any of your personal data collected, processed or otherwise used in connection with this Section 7, Section 6 applies accordingly.

8. TERMINATION. You, as private user, and TeamViewer may terminate the present EULA at any time; otherwise, it may be terminated in accordance with the legal provisions. In case of termination, you must cease all use of the Product, destroy all copies (including any components) of the Product, or, at TeamViewer's request, return such copies to TeamViewer. Sections 2, 5, 10, 11, 12 and 13 of this EULA shall survive any termination of this EULA.

9. EXPORT CONTROLS. You agree that the Product will not be used, shipped, transferred or exported into any country or to anyone: (i) which the EU or UN has embargoed goods; (ii) where the national legislation of the relevant EU Member State has embargoed goods; (iii) listed in any enacted Common Position on restrictive measures imposed by the EU; (iv) on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny

Orders; or (v) in any manner prohibited by the EU Common Foreign and Security Policy, the United States Export Administration Act, or any other export laws or regulations. By using the Product you represent that you are not located in, under the control of, or a national or resident of any such country or on any such list and you take full and sole responsibility for such use.

10. WARRANTY. TeamViewer warrants its commercial users that the Product supplied will be free from defects for a period of two years from the date of receipt of the Product. No warranty for defects is provided to private users, unless such defect was maliciously concealed. Any supplements or updates to the Product, including without limitation, any (if any) service packs, patches or fixes provided to you are not covered by any warranty; they are rather provided 'AS IS'. This warranty is personal to you and cannot be transferred.

REMEDY: If a Product media defect arises and you have a valid claim, TeamViewer will remedy the defect by one of the following measures: (1) rectify the defect at no cost to you, using new or refurbished parts that are equivalent to new in performance and reliability, or (2) exchange the Product media with Product media that is new or refurbished, which is at least functionality equivalent to the original Product media, or (3) refund the purchase price of the original Product media subject to your provision of a valid receipt of purchase. The above regulations shall, of course, not affect any other rights that you may have by law. Rectification is free of charge for you.

Warranty claims are excluded if failure of the Product has resulted from accident, abuse, misapplication, abnormal use, a virus, or use after an upgrade was made available to you.

EXCEPT AS PROVIDED ABOVE, THE PRODUCT IS PROVIDED TO THE USER "AS IS". TEAMVIEWER DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED. FURTHERMORE, TEAMVIEWER DOES NOT WARRANT THAT THE PRODUCTS WILL WORK WITH THIRD-PARTY PRODUCTS.

#### 11. LIMITATION OF LIABILITY:

Unless otherwise provided herein, TeamViewer shall be liable in case of breach of contractual and non-contractual obligations as provided for under applicable law.

TeamViewer shall be liable for damages - for whatever legal reason - only in case of intent or gross negligence. Moreover, TeamViewer shall be liable for damages to commercial users also in case of simple negligence resulting in injury to life, body or health or resulting in breach of an essential contractual obligation; in that case, however, liability shall be limited to replacement of the foreseeable, typical damage.

The above limitations of liability shall not apply if TeamViewer has maliciously concealed a defect or has assumed liability for the condition of the goods. The same shall apply to your claims under the Product Liability Act.

You may terminate or rescind this EULA due to breach of obligation that does not constitute a defect only if TeamViewer is responsible for such breach of obligation. Any other ordinary right of termination in excess of that shall be excluded for you.

12. INDEMNIFICATION. You agree to indemnify and hold TeamViewer, its parent, partner, or subsidiary organizations, officers, agents and employees, harmless from any claim, loss, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your breach of any provision of this EULA, your negligent or wrongful acts, and/or your violation of any applicable laws.

13. ENTIRE AGREEMENT. This EULA (as may be amended by time to time) is the entire agreement between you and TeamViewer relating to the Product and the Support services (if relevant) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or Support services.

14. GOVERNING LAW. This EULA shall be governed by the laws of Germany. TeamViewer and you consent to the exclusive jurisdiction of the courts located in Goepingen, Germany.

15. U.S. GOVERNMENT RIGHTS. If you are obtaining software on behalf of any part of the United States Government, the software and any documentation shall be deemed "commercial software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR 12.212 and 52.227-19, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the software shall be governed solely by the terms of this EULA shall be prohibited except to the extent expressly permitted by the terms of this EULA.

16. MISCELLANEOUS. (i) In the event this EULA is found illegal, invalid or unenforceable, in part (or part of any provision), you and TeamViewer shall agree on a provision that best reflects the respective clause and that is legal, valid and enforceable; (ii) nothing in this EULA, express or implied, is intended to, or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever; (iii) you may assign, pledge or otherwise transfer this agreement, or any rights or

obligations hereunder to a third party only with TeamViewer's prior written approval; and (iv) paragraph headings are for convenience and shall have no effect or interpretation.

17. NOTICES. All notices must be made in writing, and an email shall be sufficient. All notices must be addressed to:

TeamViewer GmbH

Legal Department

C/O: General Manager

Kuhnbergstr. 16

73037 Goeppingen

Germany

Email: [legal@teamviewer.com](mailto:legal@teamviewer.com)

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