



End User License Agreement

PLEASE READ THIS TEAMVIEWER END USER LICENSE AGREEMENT (“**EULA**”) CAREFULLY.

Preamble

The EULA is a modular contract that governs and defines the terms of the contractual relationship between TeamViewer Germany GmbH, Bahnhofsvplatz 2, 73033 Göppingen, Germany (“**TeamViewer**”) and you (“**Customer**”).

The EULA consists of the following components:

A. Master Terms

Applicable to all cases.

B. Software Specific Terms

Applicable to your commercial and non-commercial use of TeamViewer software solutions and cloud services.

C. Hardware Specific Terms

Applicable to your purchase and/or lease of physical goods, e. g. smart glasses and devices.

D. Professional Services Specific Terms

Applicable to your purchase of professional services, e. g. installation, configuration, customizations, integration, consulting and training.

E. Jurisdiction Specific Terms

The Jurisdiction Specific Terms for Americas (sec. E.2) apply if the place of purchase or your main seat or residence is in North or South America; otherwise, the Jurisdiction Specific Terms for Rest of World (sec. E.1) apply.

A. Master Terms

A.1. Formation of Contract

A contract between TeamViewer and Customer pursuant to this EULA shall be formed, if (i) Customer places an order within the TeamViewer web shop (www.teamviewer.com) by clicking on the “Place Order” / “Subscribe” / “Purchase” or similarly named button, and TeamViewer accepts the order (e.g., by sending an order confirmation or license activation to Customer); (ii) TeamViewer issues a binding quote to Customer and Customer accepts the quote within the prescribed time period set out in the quote or, if no time period is specified, within twenty-one (21) days after issuance date; (iii) Customer and TeamViewer enter into an order document or other form of contractual document; or (iv) in the case of a free-of-charge instance (i.e., Free Version, Trial Use or Test Period), when Customer downloads the Software (defined below).

If Customer acquires the Software license from an authorized dealer of TeamViewer (“**Reseller**”), this EULA, with exception for the payment terms, shall apply in relation between Customer and TeamViewer. Any deviating terms, warranties and commitments agreed upon between the Reseller and Customer shall not be binding upon TeamViewer.

The contractual details as agreed in the individual transaction documents as per processes described above and the EULA together shall form the “**Contract**”.

A.2. Fees and Prices

Customer shall pay TeamViewer the price specified in the Contract.

A.2.1. Due Date

Unless otherwise specified in the Contract, all fees and charges shall be due immediately upon invoicing and in the currency specified in the Contract.

A.2.2. Invoicing

Unless otherwise specified in the Contract, TeamViewer shall invoice the respective fee (i) for the Subscription License at the date of the Contract, and, if applicable, subsequently at the beginning of each Renewal Term and (ii) for Professional Services (a) upfront in case of Bundled Package (cf. sec. D.5.1) or Cost Estimate (cf. D.5.3) or (b) in all other cases, monthly after the performed Professional Services.

The invoicing shall be made either (i) online via an email to the email address provided by Customer or (ii) – if such an account has been created – through an upload into Customer’s TeamViewer account and/or the notification of Customer via email. The Customer shall only be entitled to the delivery of an invoice by mail if Customer requests the invoice from TeamViewer and pays the respective fee specified in TeamViewer’s applicable price list.

A.2.3. Tax and bank charges

The fees and charges specified in the Contract do not include any sales, use, consumption, value-added, or any other tax (including applicable withholding tax, which shall be added to the invoiced amount, if applicable). Customer is responsible for the payment of any and all such taxes. Bank and credit card charges shall be borne by Customer.

A.2.4. Price increase

Unless otherwise specified in the Contract, TeamViewer may notify Customer of a price increase at least twenty-eight (28) days prior to the expiry of the current Subscription Term (cf. sec. B.5.1). If no objection is made by Customer within fourteen (14) days, the price increase will go into effect upon the commencement of the

Renewal Term. If Customer does object to the price increase, the Contract shall terminate at the end of the current Subscription Term. TeamViewer shall inform Customer in its notification about this effect of non-objection.

A.2.5. Late payment

Any overdue payment shall accrue interest at the rate provided by applicable law. In addition, the following provisions shall apply:

- i. **Reminder fee:** In the case of a second payment reminder, TeamViewer shall be entitled to charge a reasonable reminder fee.
- ii. **Termination:** TeamViewer may terminate the Contract if Customer defaults on the payment of the fee and fails to cure the breach within fifteen (15) days of receiving notice from TeamViewer. Termination is in addition to (and not in lieu of) any other rights and remedies available to TeamViewer hereunder or at law.
- iii. **Suspension:** If Customer defaults on the payment or breaches any material obligation, TeamViewer shall be entitled to suspend the Services temporarily ("**Suspension**"), for which TeamViewer shall warn Customer of the Suspension reasonably in advance, e.g., via email or notifications in the Software. The Suspension shall not take place or respectively be rescinded without undue delay once Customer has made his payment in full and/or has remedied the breach. During the Suspension, no connections can be established from and to the installations of Customer's Software. Customer's obligation to pay the user fee shall continue to be in effect during the Suspension period.

A.2.6. Invoicing entities

Customer acknowledges and agrees that payment may be collected and processed by an affiliated company of TeamViewer where Customer has its main seat or residence.

A.3. Confidentiality

The Products, including the Software, the Services and Professional Services, all manuals, as well as both parties' data, documentation, and other materials provided by one party ("**Disclosing Party**") to the other party ("**Receiving Party**"), contain, as applicable, essential components (e.g. algorithm and logic), constituting confidential information and trade secrets and shall be deemed the Disclosing Party's confidential information ("**Confidential Information**") regardless of whether it is designated as "confidential". The Receiving Party will only use Confidential Information in accordance with the Contract and may only disclose Confidential Information to a third party if it is required to fulfil or comply with its obligations under the Contract and only if the third party is bound by confidentiality obligations which are at least as protective to the Receiving Party as those set forth in this Confidentiality section or to the extent that disclosure is required by law or it is necessary to assert a claim. Any previously concluded confidentiality agreement between TeamViewer and Customer covering the subject matter of this section shall automatically terminate when the Contract becomes effective.

A.4. Data protection; Use of Personal Information

Both parties shall comply with the applicable Privacy Law.

TeamViewer collects, processes and uses personal data of Customer in its function as a data controller as set out and in accordance with the relevant Product Privacy Notice available for download under <https://www.teamviewer.com/en/privacy-notice/>. Additionally, for the provision of Services, TeamViewer acts as a processor for Customer's personal data in accordance with the terms and conditions of the Data Processing Agreement (DPA) provided separately under <https://www.teamviewer.com/en/eula/#dpa>. By using the Products, Customer accepts and agrees that TeamViewer acts as its data processor under the DPA for the data processing related to the Product/the function module(s) in use. The DPA does not apply if Customer is a natural person using the Software or the Services in the course of a purely personal or family activity (cf. Art. 2(2)(c) EU General Data Protection Regulation, "**GDPR**").

Customer is responsible for obtaining all relevant consents from and providing all relevant notices to individuals whose Personal Information is provided by Customer to TeamViewer in connection with the Contract so as to ensure TeamViewer's dealings with that Personal Information pursuant to the Contract comply with Customer's obligations under any Privacy Laws. Customer must indemnify TeamViewer against and must pay to TeamViewer on demand all losses, liabilities, costs and expenses arising out of its failure to comply with its obligations specified in this section.

In this section:

- i. **"Personal Information"** has the meaning as defined in any applicable Privacy Law; and
- ii. **"Privacy Law"** means any legislation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage and transmission of Personal Information which is applicable to a party in performance of its obligations under the Contract, including without limitation any codes, principals or guidelines contained in or arising out of such legislation.

A.5. Non-personal data

TeamViewer may process non-personal or anonymous data to improve functionality and Customers' experience with the Services. Customer agrees that TeamViewer owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development, diagnostic, corrective, security as well as marketing or any other purposes.

A.6. Feedback

If Customer provides TeamViewer with feedback or suggestions regarding its Products and Services or other offerings, TeamViewer may use the feedback or suggestions without restriction or obligation.

A.7. Changes to the EULA

TeamViewer shall be entitled to amend this EULA, especially but not limited to: (i) to reflect changes in Services or in business, e.g. new products or features, services or technologies (ii) for legal, regulatory or security reasons and/or (iii) to prevent abuse or harm, upon no less than twenty-eight (28) days prior notice to Customer. Unless Customer notifies TeamViewer in writing of its objection to such amendment within fifteen (15) days of such notice, then the amendment shall be deemed accepted by Customer. If Customer notifies TeamViewer in writing of its objection to such amendment within fifteen (15) days of notice, the Contract shall continue under the existing terms without giving effect to such amendment.

A.8. No deviating provisions

The Contract contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Any inconsistent or conflicting terms and conditions contained in any purchase order or similar instrument of Customer shall be of no force or effect, unless both parties explicitly approved such terms and conditions in writing via a duly executed agreement. This requirement of explicit written form approval applies in particular to Customer's terms and conditions, regardless of whether TeamViewer provides Software or Services to Customer in knowledge of Customer's general terms and conditions without explicitly objecting to them.

A.9. Warranties; no guarantees

Warranties in this EULA refer to the description of remedies available to Customer in case of non-performance or defective performance and shall not be construed as a guarantee that stands for strict liability without fault.

A guarantee of TeamViewer for quality or committed features in the meaning of preceding clause shall only be taken as such if made by TeamViewer in writing (including a signature) and labelled expressively as “guarantee”.

A.10. Severability; waiver

If any provision of the Contract is found partly or wholly invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of the Contract shall remain in full force and effect. A waiver of any breach or default under the Contract shall not constitute a waiver of any other subsequent breach or default.

A.11. Communication via email

Unless otherwise specified in the Contract, any notifications and declarations in connection with the Contract may also be made by email. To this end, TeamViewer may use the email address Customer provided upon registration or in the TeamViewer account. Customer shall be responsible for checking its emails regularly and, if necessary, updating its email address. TeamViewer’s contact information is available under this link: <https://www.teamviewer.com/en/customer-support/>.

A.12. Documentation

User manuals are retrievable online in German and English under <https://www.teamviewer.com/en/documents/>. Any further languages may be offered by TeamViewer at its sole discretion. As between the parties, TeamViewer retains all right, title and interest in and to such documentation and in all copies, modifications and derivative works thereof including, without limitation, all rights to patent, copyright, trade secret, know-how, trademark and other proprietary or intellectual property rights.

B. Software Specific Terms

The Software Specific Terms contain the terms and conditions that additionally apply to you for the use of: (i) certain software provided by TeamViewer, whether installed on devices of Customer or accessed via web browser, also including any applications (e. g. apps for mobile terminals), add-on components, customized settings and features, and all updates and Release Versions as hereinbelow defined thereof (collectively **“Software”**), and (ii) servers for the establishment of encrypted connections (handshake) and for the forwarding of data packets (routing) in connection with the use of the Software (**“Server Services”**), as well as (iii) any further cloud-based services provided by TeamViewer. The Software, Server Services and other cloud-based services provided by TeamViewer are hereinafter collectively referred to as **“Services”**.

B.1. License

B.1.1. Subscription and Free License

For the use of Software and/or other Services, Customer shall acquire the right of use (**“License”**) respectively as:

- i. a temporary, i.e., term- or subscription-based, license against recurring payments (**“Subscription”**); or
- ii. a limited license free-of-charge (**“Free License”**), granted by TeamViewer for selected Products (including Free Version, test version, Trial License and Beta Version),

under the conditions herein below.

B.1.1.1. Subscription

Licenses for Subscription are exclusively available to businesses and not provided to consumers. Businesses in the preceding sentence means a natural or legal person, or a partnership with legal personality, that acts in exercise of trade, business or profession while entering the Contract.

B.1.1.2. Free Version for non-commercial use

TeamViewer may provide a free-of-charge version for selected Software Products to Customer solely for personal and non-commercial purposes (**“Free Version”**). The use for the exercise of Customer's trade, business or profession, or the use for the purposes for which Customer directly or indirectly receives compensation (e. g. teamwork with colleagues, free support provided to third parties which have bought Customer's own software or other product), shall not constitute personal usage.

B.1.1.3. Test Period

If the Contract provides for a test period, Customer may terminate the Contract within seven (7) calendar days of the conclusion of the Contract. In such a case, Customer shall be provided with a refund of any prepaid, unused fees (if any) paid to TeamViewer for the applicable Software that is subject to the test period.

B.1.1.4. Trial License

TeamViewer may offer Customer the opportunity to use the Services for a defined trial period (**“Trial License”**). TeamViewer may also provide Customer with a limited Trial License if Customer installs the Free Version and declares that its use of the Software is (at least partly) for commercial purposes.

B.1.1.5. Beta Version

TeamViewer may, at its sole discretion, provide Customer with beta versions of selected Products or newly developed features that are in the testing phase (**“Beta Version”**), which Customer may use at its own risk. Beta

Version is provided under the Free License and may be subject to additional terms and conditions. Beta Version may contain features under development, may not operate correctly and may undergo further changes. Beta Version is not intended for use in production environments or live systems, as it may contain errors, bugs, or behave unpredictably. Customer assumes full responsibility for the use of the Beta Version.

B.1.2. Scope of License

The License is granted to Customer herein as non-exclusive, worldwide (subject to sec.B.3.2(Export Control) and except where Customer is granted a License to use the Service only in a specific territory as outlined in the Contract), non-transferrable and not sub-licensable, and limited to the right to install, run and use the Software on Customer's own devices, or on any devices in the immediate possession of Customer, for the purpose of operating its own business activities and within the limits of the scope of use specified in the Contract.

The rights of use granted under the Contract for Subscription shall be limited in time to the specified term of Subscription and end with the expiry or termination thereof.

Each License type has a specific scope, outlining the usable licensed items (such as the number of users, agents, managed devices, or managed devices) as well as limitations on use, in each case as defined in the Product Specification (cf. sec. B.2.1), or as specifically set forth in the Contract.

B.1.3. Add-On

Customer may acquire additional license(s) ("**Add-On**") to extend the scope of the License, such as for adding more licensed items, or activating specific features of Product. Unless otherwise stipulated in the Contract, Add-On(s) will be added and co-terminated to the existing Subscription License. TeamViewer may also grant Add-On on trial basis (Add-On Trial) at its sole option.

B.1.4. Authorized Users; Named User License

Customer may only provide use of its License to Authorized Users. "**Authorized User**" means: (i) if Customer is an individual, solely Customer; (ii) if Customer is a legal entity, any current employees, agents, representatives or temporary workers authorized by Customer to use the Software or Services solely for the support of Customer's own business, provided that such access and use shall be limited to their provision of services to Customer in scope of their employment or assignment; or (iii) in any other cases subject to written consent by TeamViewer.

Customer is responsible for the acts and omissions of its Authorized Users, as well as any other person that accesses and uses the Services by using the access credentials provided by Customer, as its own acts and omissions. All obligations of Customer under this EULA and the respective Contract shall apply fully to any such Authorized Users or other persons as if they were Customers hereunder. Unless specifically agreed to the contrary in the Contract, the access to and use of the Product under a Subscription License is limited and bound to the specific Authorized User designated by Customer, each identified with a personalized login (Named User License). Group or shared logins are prohibited. Re-assignment is subject to limitation in the Contract.

B.1.5. License compliance and enforcement

Customer shall use the Services strictly within the granted scope of their License and ensure compliant usage throughout their organization and network, including monitoring and preventing any unlicensed or improperly licensed use. In case of non-compliance, additional license fees will be charged at the then current list price of TeamViewer or, at the election of TeamViewer, pro rata relating to the price provided in the Contract.

B.1.6. Prohibited use

Any use of Software and/or other Services that is not expressly granted is prohibited. In particular, Customer shall not, or allow a third party to: (i) attempt to circumvent any technical devices of the Software that are directed at, or have the effect of, enforcing the terms of the EULA; (ii) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code or the object

code of the Software; (iii) use the Software under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement or as a spyware; (iv) remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar on any copy of the Software, or related data, manuals, documentation or other materials; (v) market, sell, lend, rent, lease, or otherwise distribute, the Software or provide access to Services to third parties; or (vi) except as otherwise expressly provided herein, assign, sublicense or otherwise transfer any rights in or to the Software. This shall not affect Customer's mandatory statutory rights.

B.1.7. Reservation of rights

As between the parties, TeamViewer retains all right, title and interest in and to the Software (including any customization and Release Versions) and in all copies, modifications and derivative works of the Software including, without limitation, all rights to patent, copyright, trade secret, know-how, trademark and other proprietary or intellectual property rights, even if provided to or otherwise contributed by Customer.

B.1.8. Source code

The rights of use granted shall not include any rights to the source code of the Software.

B.1.9. Usage analyses, right to audit and self-declaration

TeamViewer may analyze Customer's use of the Software and/or Services for security reasons as well as for product improvement, license auditing and/or marketing purposes. To that end, TeamViewer may use, at its sole discretion, and implement technical measures regarding the functionality of the Software and/or other Services to assess whether Customer's usage pattern is in line with the indicated usage volume and thus with the chosen license type, and to detect whether the contractually agreed scope of use is being exceeded by Customer. TeamViewer may require Customer, at any time, to provide a self-declaration regarding its actual scope of use and/or usage pattern.

B.2. Services

B.2.1. Product Specification

The functions and features of the Services available in the respective TeamViewer product (each a "**Product**") are set out at <https://www.teamviewer.com/en/product-descriptions/>, (which is incorporated herein in its entirety), or, as the case may be, individually regulated in an annex to the respective Contract (in each case, a "**Product Specification**").

B.2.2. Product Specification for Free Version

A key element of and part of the Product Specification for the Free Version is the display and receipt of personalized marketing messages in the Software as well as the processing of personal data necessary to provide such personalization. In this context, the Free Version also requires cookies, including in certain cases third-party cookies, to be placed on Customer's devices, which enable TeamViewer and third-party recipients to analyze Customer's usage as well as online usage behavior. Detailed information on the purposes and exact implementation of personalization processes are described in TeamViewer's Privacy Notice and Cookie Policies.

B.2.3. System Requirements

Customer is responsible for providing the system environment required for the use of respective Software in accordance with the system requirements set forth in the Product Specification.

B.2.4. Provision, installation, and configuration of Software

Depending on the software types, Software may be provided for electronic download or made accessible via web browser. Customer shall be solely responsible for the download, installation and configuration of the Software. Customized adjustment, development, integration with Customer's system or external software, training of Customer's staff, as well as any additional consulting or support services other than warranty claims provided hereunder, are not included in the scope of Services and shall be subject to express written agreement.

B.2.5. Server Services

For the establishment of encrypted remote communication connections between different users of the Software, the Software must communicate with servers of TeamViewer (so-called **"handshake"**). In addition, it may be necessary for the transmission of data in the context of a session (e. g. online meeting or remote maintenance) that encrypted data packets be forwarded by servers of TeamViewer (so-called **"routing"**). Such handshake and routing are made available in connection with TeamViewer's Server Services.

TeamViewer provides Server Services to support the cloud solution subject to the Contract. Customer acknowledges that the Server Services may be unavailable or include latency from time to time due to causes beyond the reasonable control of TeamViewer. Additionally, Customer acknowledges that the end-to-end connection between different users of the Software is dependent on Customer's internet connection to the data center as well as Customer's use of hardware and software (e. g. PC, operating system) in compliance with System Requirements for the Software, all of which shall not be included in the services provided by TeamViewer and shall be Customer's responsibility at its own costs.

In case of Free License, Customer has no claim to demand the provision of the Server Services and TeamViewer may in its sole discretion discontinue or modify the Server Services at any time.

B.2.6. TeamViewer account; Admin management

Customer and its Authorized Users must sign up for a TeamViewer account and being logged in to the TeamViewer account to be able to use the Services. TeamViewer may further set certain account verification requirements that Customer will be required to meet to use the Services.

Customer shall ensure that the Authorized User designated as company administrator has the authority to manage the settings and user accounts on behalf of Customer, including the activation of features and services, enabling the use of Beta Version, as well as accepting the relevant terms of use in such a context.

B.2.7. Telephone conference number

If, in the context of its Services, TeamViewer provides a telephone conference number for dialing in as an alternative to the audio conference function of the Software, the provider of the respective telecommunication service (and not TeamViewer) shall be solely responsible for the telephone connection of the respective number. The use of the telephone conference number may be subject to a separate fee charged by the respective provider.

B.2.8. Programming interfaces

At TeamViewer's discretion, it may provide use of programming interfaces or other software interfaces (**"API"**) which may enable applications of third parties or of Customer (collectively **"Third-party Software"**) to communicate with the Software or the servers provided by TeamViewer as part of the Server Services. TeamViewer, in its sole discretion, may change or switch off APIs at any time without any obligation or liability to Customer. The respective provider shall be responsible for the Third-party Software. The provisions of the Contract shall not apply to any such Third-party Software and TeamViewer is under no obligation to test, validate or otherwise review Third-party Software, and shall have no liability for any Third-party Software or in connection with the use thereof.

B.2.9. Changes to the Services

Some features and functions of the Product(s) provided by TeamViewer may include or depend on certain third-party components which may be subject to changes by such third parties. TeamViewer is entitled to modify or limit such features and functions, provided this does not materially interfere with the substantial functions of Services.

TeamViewer reserves the right to change the Software in the context of updates and/or Release Versions as well as other Services (including the System Requirements) for good cause. Such good cause exists especially if the change is required due to (i) a necessary adaptation required by applicable law, regulation, court order, or order of authority; (ii) changes to applicable technical framework conditions (e.g., new encryption standards); or (iii) the protection of system security.

B.2.10. Release Versions

TeamViewer may, at its sole discretion, but shall not be obligated to provide releases of the Software for download ("**Release Versions**"). Additional features to the Software which are separately marketed and/or priced by TeamViewer ("**Additional Features**") shall not qualify as Release Versions. All rights of use set forth in the Contract applicable to the Software shall also apply to Release Versions.

Customer is obliged to update the Software with any Release Version at its own cost as soon as reasonably practicable. Customer's systems shall comply with the System Requirements to accommodate new Release Versions. Any malfunctioning of the Software or failure in the Services that is attributable to non-compliance with this section shall be Customer's sole responsibility.

The obligation of Customer holding a previously acquired perpetual license to update the Software shall be limited to the minor Release Versions (e.g., version XX.1, XX.2 "**Minor Release Version**") relating to the main version (e.g., version XX, YY) for which the Perpetual License was acquired. Minor Release Versions may contain the correction of errors, security patches as well as minor improvements of functions (e.g., optimizations in the program execution speed) and will be marked by TeamViewer – in its sole discretion – by a change in the number behind the main version number.

B.3. Customer Obligations

B.3.1. Lawful use

Customer shall use the Software and/or other Services only in accordance with the provisions of the Contract and in accordance with laws and regulations applicable to such use, in particular all applicable data protection and export control provisions and shall not infringe any third-party rights in connection with such use.

B.3.2. Export controls and economic sanctions

Customer acknowledges that the Software and related technical data as well as the Services (collectively "**Controlled Technology**") are subject to the import and export control and economic sanctions laws of Germany, the European Union, the United Kingdom and the United States, specifically the U.S. Export Administration Regulations (EAR) and the laws of any country where Controlled Technology is imported or re-exported. Customer agrees to comply with all relevant laws and will not export, re-export, or transfer any Controlled Technology in contravention of German, EU, UK or US law nor to any restricted country, entity, or person for which an export license or other governmental approval is required. Customer further agrees that it will not export, transfer, or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Customer represents that it is not (i) a Restricted Party (as defined below); (ii) currently engaging in any transaction, activity or conduct that could result in a violation of applicable Sanctions (as defined below) and

warrants that it will not make available the Controlled Technology directly or indirectly, to, or for the benefit of, any Restricted Party.

This section shall only apply to Customer to the extent that the provisions herein would not result in (i) any violation of, conflict with or liability under EU Regulation (EC) 2271/1996 or (ii) a violation or conflict with section 7 German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) or a similar antiboycott statute.

“Restricted Party” means any person (i) designated on any Sanctions List, (ii) that is, or is part of, a governmental authority of a Sanctioned Territory, (iii) owned or controlled by, or acting on behalf of, any of the foregoing, (iv) located, organized, or resident in, or operating from, a Sanctioned Territory, or (v) otherwise targeted under any Sanctions.

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Sanctions, .

“Sanctions” means economic or financial sanctions or trade embargoes or other comprehensive prohibitions against transaction activity pursuant to anti-terrorism laws or export control laws imposed, administered or enforced from time to time by the US, EU, UN, Germany, or any country where Controlled Technology is imported or re-exported.

B.3.3. Customer Content

Depending on the Product, TeamViewer may make available to Customer functions for uploading, storing or integrating content by Customer including but not limited to texts, graphics, audio or video files or other digital data and content (**“Customer Content”**). Other than as indicated herein, Customer shall retain all rights to and be wholly responsible for the Customer Content.

Customer ensures that it holds all necessary rights to the Customer Content (e.g., rights to images, trademarks, copyrights, etc.) for processing within the scope of the Contract and subsequently assumes the sole liability and defense against all claims of third parties, asserting claims against TeamViewer due to the alleged violation of trademark rights in connection with Customer Content.

Customer shall ensure that the Customer Content does not contain Prohibited Customer Content. "Prohibited Customer Content" is defined as content that (i) infringes the rights of third parties or violates applicable law; (ii) is illegal, racist or pornographic in nature, glorifies or incites violence, promotes terrorist organizations, incites criminal activity or contains defamatory statements; or (iii) contains or distributes software viruses or other malicious software or harmful files such as Trojan horses, worms or spyware. TeamViewer is not obliged to check whether the Customer Content contains prohibited Customer Content. However, TeamViewer reserves the right to refuse or suspend the provision of the Services in whole or in part if and to the extent that prohibited Customer Content is uploaded using a user's access data associated with Customer's license or account.

B.3.4. Customer Hosting

Following stipulations only apply to the special use case of Customer Hosting as defined below:

Depending on the Product feature and subject to the agreement between the parties for the specific use case, TeamViewer may - in addition to the Software being made available by TeamViewer for installation on Customer's end devices - allow for certain parts of the Product server-side software to be installed and hosted on Customer's own or third-party server infrastructure (**“Customer Hosting”**), thereby replacing the respective Server Services otherwise provided by TeamViewer. TeamViewer provides no warranties or representations and shall subsequently not be liable for the Customer Hosting.

Customer shall ensure that the server infrastructure running the server-side software and all third-party software components required for the performance of Customer Hosting, including operating systems, hardware drivers and auxiliary software is always updated to the latest version available by the respective

manufacturer or publisher. TeamViewer shall not be liable for damages resulting from Customer's non-compliance with the update obligations hereunder.

Where TeamViewer reasonably believes that the security or integrity of the Customer Hosting has been compromised, TeamViewer shall at its own discretion have the right to block any connection between the Customer Hosting and the TeamViewer Server Services until the underlying issue has been resolved. TeamViewer shall in such cases without undue delay notify Customer and provide relevant information in that respect.

In the case of Customer Hosting, TeamViewer shall have the right to audit Customer's compliance with the terms of the Contract: (i) every six months, by way of establishing a secure remote connection to the Software installed on Customer's systems, for purposes of evaluation of the usage recorded on Software on Customer's systems. Customer shall make available additional information reasonably necessary to demonstrate compliance with the usage restrictions, including all limitations set out under the Contract; and (ii) once a year, by conducting an audit at Customer's premises, on which the Software is deployed, for which TeamViewer shall notify Customer no less than five (5) business days prior to such audit and conduct such audit during normal business hours, minimizing the business impact on Customer's normal business operation. At TeamViewer's sole discretion, TeamViewer shall have the right to have the audit performed by a duly authorized third party bound by obligations of confidentiality.

B.4. Limitation of Warranty

B.4.1. Limited warranty for Subscription

TeamViewer shall, subject to this Section B (Software Specific Terms), maintain Software and/or other Services substantially in accordance with the applicable Product Specification using commercially reasonable care and skills during the term of Subscription.

B.4.2. Maintenance

The maintenance by TeamViewer set out herein does not include (i) any adaptation of the Software to new operating systems or new operating system versions, (ii) adaptation of the Software to the scope of functions of competing products, (iii) establishment of compatibility with new data formats or Release Versions or (iv) provision of any functionality which is no longer supported by TeamViewer.

B.4.3. Error elimination

Customer may report any Errors in the Services preferably via the web portal provided by TeamViewer under the link <https://www.teamviewer.com/en/customer-support/>. "Error" means any defect or malfunction that causes (i) the Software or other Services to fail to perform the substantial functionality and/or expressly committed features in the respective Subscription, or (ii) the use of the Services by Customer to be unavailable or impaired in material aspects. Minor or immaterial deviations from the agreed or assumed characteristics or just slight impairment of use shall not be deemed as Errors.

TeamViewer shall use commercially reasonable efforts to eliminate Errors within a reasonable period of time following Customer's notification of such Errors, for which Customer shall provide comprehensive details of the circumstances relating to the Errors and supporting documentation (e.g. screenshots, protocol data) in its notification, as far as this is possible and can be reasonably expected. TeamViewer may, at its sole option, eliminate Errors by delivering patches or updates, through Release Versions or otherwise. If the elimination of an Error is not available using financially reasonable efforts within a predictable time, TeamViewer shall be entitled to provide temporary workarounds for such Error, provided that the functionalities and availability of the Services are not materially affected.

B.4.4. Infringement of third party right

If Software infringes a third party's patent or copyright, TeamViewer will, at its sole discretion: (i) obtain for Customer the right to continue using the Software; or (ii) replace or modify the Software so that it no longer infringes the relevant intellectual property right. If neither of the remedies in (i) or (ii) are reasonably available, either Party shall have the right to terminate the Contract with immediate effect.

B.4.5. Claims for damages

Any potential claims for damages based on a breach of warranty or defective performance shall be subject to the limitation of liability stipulated in the Jurisdiction Specific Terms.

B.4.6. No warranty for Free License

Software and/or other Services under Free License are provided as-is. TeamViewer assumes therefore no maintenance obligations and no warranty in relation to Customer holding a Free License, except in the case of fraudulent concealment of defect.

B.4.7. Limitation period

Customer's remedies and claims for defects shall expire twelve (12) months after the circumstances giving rise to the claim have been discovered by Customer or, in the event of ignorance, twelve (12) months after Customer should reasonably have been aware of them. This shall not apply to the case of fraudulent concealment of defect, or a guarantee period expressly granted by TeamViewer for a longer period.

B.5. Term and Termination

B.5.1. Term, auto-renewal and ordinary termination of Subscription

Unless otherwise specified in the Contract, the initial term of the Contract for Subscription shall be twelve (12) months ("**Initial Term**") and automatically renew for subsequent periods of twelve (12) months (each a "**Renewal Term**"), unless either party notifies the other party no less than twenty-eight (28) calendar days prior to the end of the Initial Term or any Renewal Term that the Contract shall not renew. All references in this EULA to "**Subscription Term**" shall be deemed to mean and include the Initial Term and/or the Renewal Terms, as appropriate.

Ordinary termination rights are excluded during the Subscription Term.

B.5.2. Term and ordinary termination of Free Version

Unless otherwise specified, the Contract for Free Version shall be concluded for an unlimited period of time. Either party may terminate the Contract at any time.

The continued use of Free Version by Customer shall be deemed as acceptance of the terms of this EULA (including without limitation to the Product Specification of Free Versions) and continuation of the Contract thereunder. This shall also apply if Customer indicates disagreement with the EULA by any act or declaration but still uses the Free Version thereafter.

B.5.3. Extraordinary termination; Suspension

TeamViewer is entitled to suspend the Services pursuant to sec. A.2.5 (iii), or terminate the Contract with immediate effect, in the event of a material breach, in particular without limitation to a violation of: sec. A.2.5 (Late payment), sec. A.4 (Data protection), sec. B.1.6 (Prohibited use), sec. B.3.1 (Lawful use), sec. B.3.2 (Export controls and economic sanctions), sec. B.7.4 (Compliant Usage).

To the extent a DPA is required in accordance with sec. A.4, lack of such DPA or termination thereof shall also constitute cause for termination of the Contract. Either party's right to terminate for good cause remains unaffected.

Notwithstanding the above, termination by Customer based on non-performance of service in conformity with the Contract shall only be admissible if TeamViewer had been given enough opportunities to eliminate the error/shortcoming and has failed to do so or the subsequent performance was unsuccessful.

B.5.4. Termination notice

Termination notice, including the notification of non-renewal of Subscription pursuant to sec. B.5.1, must be submitted in text form (by signed letter, telefax or email) or orally, provided the termination is subsequently acknowledged by the other party in text form.

Customer shall address its termination notice to TeamViewer Germany GmbH, Bahnhofplatz 2, 73033 Göppingen, Germany, or by email to contact@teamviewer.com. Alternatively, Customer may submit a support request, or use the subscription management function (if available) in the customer portal provided by TeamViewer under the link <https://www.teamviewer.com/en/customer-support/>.

TeamViewer may also terminate a Contract by means of a respective notification within the Software.

B.5.5. Consequences of termination

Upon termination or expiration of the Contract: (i) the granted License shall end forthwith, and Customer shall delete the Software from its computers and refrain from any further use of the Software; (ii) Customer shall no longer have access to the data stored in the Software, the TeamViewer account and the TeamViewer Management Console. Customer shall be solely responsible for exporting the data – as far as possible – prior to the termination or expiration of the term of the Contract by means of the Software functions and to store it for further use. TeamViewer shall not be obligated to any further release of data. (iii) TeamViewer's right to use non-personal or anonymous data in accordance with section A.5. shall survive the termination and remain unaffected. Customer's data that is processed for the purpose of performance of the Contract shall be deleted in compliance with applicable law, the Contract and the Data Processing Agreement, unless TeamViewer is obligated by law to store it. If a deletion is only possible with unreasonable efforts (e.g., in backups), TeamViewer shall be entitled to retain such data and restrict the further processing.

B.6. Apple Specific Terms

With respect to the use of the specific application of the Software for iOS operating system, available on the App Store ("TeamViewer iOS App"), the following provisions shall apply: Apple Inc. ("Apple") is not a party to any Contract concluded under this EULA and does not own and is not responsible for the TeamViewer iOS App in any capacity or manner. Apple is not providing any warranty for the TeamViewer iOS App except, if applicable, to refund the purchase price for it. Apple is not responsible for the Services, or any maintenance or support for the TeamViewer iOS App, and will not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the TeamViewer iOS App, including any third-party product liability claims, claims that the TeamViewer iOS App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the TeamViewer iOS App, including those pertaining to intellectual property rights, must be directed to TeamViewer in accordance with the notice provisions contained in this EULA. The license granted to Customer to use the TeamViewer iOS App is a limited non-transferable license for the use on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by Customer, or as otherwise permitted by the Usage Rules set forth in Apple's Mobile App Store Terms of Service, except that the TeamViewer iOS App may also be accessed and used by other accounts associated with Customer via Apple's Family Sharing or volume purchasing programs. In addition, Customer must comply with the terms of any third-party agreement applicable to Customer when using the TeamViewer iOS App, such as Customer's wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this EULA and, upon

Customer's acceptance of this EULA, will have the right (and will be deemed to have accepted the right) to enforce this EULA against Customer as a third-party beneficiary thereof; notwithstanding the foregoing, TeamViewer's right to enter into, rescind or terminate any variation, waiver or settlement under this EULA is not subject to the consent of any third party.

B.7. AI Specific Terms

B.7.1. AI Services

TeamViewer may offer services and features that involve, utilize, are powered by, or incorporate elements of artificial intelligence ("**AI Services**"), which Customer or its company administrator may activate subject to a License.

B.7.2. Content

The content submitted or otherwise fed into the AI Services, such as prompts, recordings, screen captures, files, etc., ("**Input**"), and the results generated by the AI Services based on the Input ("**Output**") are collectively referred to as "Content" hereinafter.

Customer agrees that the Content may be processed by TeamViewer, the third-party providers and their contractors for service provision, and TeamViewer may also use it for product development and improvement. Therefore, Customer shall not use the related AI Services for processing any Content that is sensitive or otherwise not intended for viewing by others.

Due to the nature of machine learning, the Output may be incorrect, incomplete, may not work as expected, or may not accurately reflect the Input or the actions taken, and the AI Services may generate the same or similar Output for other users. Customer acknowledges that Output generated for other users may allow for insights on the Input initially submitted by Customer, may not qualify for intellectual property protection, nor be appropriate for its intended business purpose, and the utilization of the Outputs is at Customer's own risk. Any warranty, service level or indemnification obligation of TeamViewer, to the extent provided otherwise in the Contract, shall not apply to the Outputs.

B.7.3. Third Party Provider

Customer acknowledges and agrees that the AI Services may include AI models, technologies or features provided by third-party providers, and its usage of such is subject to additional pass-through terms in their then-current version available at <https://www.teamviewer.com/en/legal/ai-terms/> ("**Third Party Terms**").

B.7.4. Compliant Usage

Customer shall use the AI Services in a responsible, safe, and legally compliant manner in accordance with the Acceptable Use Policy at <https://www.teamviewer.com/en/legal/ai-terms/>. The AI Services shall not be used for other purposes than for the designed purpose as set out in the Product Specification.

B.7.5. Change of AI Services

Both parties understand that AI Services are built upon emerging technologies, which are subject to continuous development and innovation, and the legal framework and technical guidelines governing these technologies are evolving over time. In light of this, TeamViewer may: i) change its third-party provider(s) for the AI Services at any time; ii) change the scope of use or limit specific feature of AI Services, particularly in response to technical, security, or regulatory requirements, or changes made by third-party providers. If such changes significantly interfere with the core functionality of the AI Services, Customer is entitled to terminate its subscription of the AI Services, and claim a pro rata refund in case of Paid AI Services (cf. sec. B.7.6). Customer's continued use of the AI Services following such modifications constitutes acceptance of the changes.

B.7.6. Termination;Refund

If the AI Services are provided under a separately chargeable license with an additional license fee (“**Paid AI Services**”), TeamViewer may terminate such a license at any time with a sixty(60)-day notice; in this case, Customer will be entitled to a pro rata refund of the prepaid fees. For the avoidance of doubt, this refund shall be the sole and exclusive remedy available to Customer in relation arising from to the termination of the affected AI Services.

In any other cases, the AI Services will be provided under a Free License and available to Customer on as-is and as-available basis.

C. Hardware Specific Terms

The Hardware Specific Terms contain the terms and conditions that additionally apply to your purchase and/or lease of physical goods, e. g. smart glasses, IoT devices or similar items ("**Hardware**").

C.1. Hardware Purchase

C.1.1. Subject Matter

This Part will apply to sale of Hardware to and purchase by Customer from TeamViewer ("**Hardware Purchase**").

The subject matter of the Hardware Purchase shall be the supply of the Hardware as provided in the Contract and the transfer of ownership of the Hardware to and the payment of the purchase price agreed by Customer.

Any additional services related to the Hardware Purchase, including but not limited to the setup, installation, or trainings, shall not be provided under these Hardware Specific Terms. Such services may be agreed between the parties upon request but shall remain subject to a separate agreement and remuneration.

C.1.2. TeamViewer Obligations

TeamViewer shall grant to Customer the ownership and possession of the Hardware pursuant to the conditions of these Hardware Purchase Terms.

Unless otherwise agreed, the Hardware shall be delivered to the address provided in the Contract.

Customer shall assume the risk of accidental destruction, loss or damage of the Hardware after TeamViewer has handed over the Hardware to the shipping service provider ("**Passing of Risk**").

C.1.3. Customer Obligations

Customer shall pay to TeamViewer the purchase price and delivery fees as specified in the Contract.

In deviation to sec. A.2.2 and unless otherwise agreed, the purchase price shall be due for payment upon Passing of Risk.

Customer shall be responsible for the setup and configuration of the Hardware following the delivery thereof.

C.1.4. Reservation of Title

The Hardware shall remain the property of TeamViewer until the purchase price has been paid in full. This reservation of title shall be extended to other claims which TeamViewer has against Customer resulting from the latter's business activities.

Customer is not entitled to set off against claims of TeamViewer, unless the counterclaims are undisputed or confirmed by final judicial award.

C.1.5. Hardware Requirements

The use of the Hardware by Customer will be subject to specifications as provided either by TeamViewer or by the Hardware manufacturer.

C.1.6. Limitation of Warranty / Warranties

TeamViewer warrants that the Hardware is free of any material defects and defects of title upon the Passing of Risk.

Customer shall examine the Hardware immediately after receipt, insofar as this is feasible in the ordinary course of business, and notify TeamViewer of any found defects without delay, failing which, the Hardware shall be deemed to have been accepted as in compliance with Contract, unless the defect was hidden and not recognizable during the ordinary examination.

In case of material defects of the Hardware or defects in title thereof and at TeamViewer's discretion, TeamViewer shall either fix the defect or make available to Customer replacement Hardware which is free from defect.

TeamViewer reserves the right to assign to Customer any claims arising from TeamViewer's liability for material defects and defects of title against the manufacturer, the reseller or other third parties.

If Customer is an entrepreneur, the validity of any claims based on defects in the Hardware shall become statute-barred one (1) year after the Passing of Risk. Entrepreneur in the preceding sentence means a natural or legal person, or a partnership with legal personality, that acts in exercise of trade, business or profession while entering the Contract.

Any claims for damages based on breach of warranty or defective performance shall be subject to limitation of liability stipulated in the Jurisdiction Specific Terms.

C.2. Hardware Lease

C.2.1. Subject Matter

This Part, the hardware lease terms, will apply to the non-permanent transfer of Hardware for use during the duration of the Contract ("**Leased Hardware**") to Customer by TeamViewer ("**Hardware Lease**").

The subject matter of the Hardware Lease shall be the supply of the Hardware as provided in the applicable Contract and the non-permanent transfer of usage rights and possession of the Hardware and the payment of the agreed fee.

Unless otherwise specified in this section, the Hardware Specific Terms shall apply to the Hardware Lease mutatis mutandis.

C.2.2. TeamViewer Obligations

TeamViewer shall grant to Customer the usage rights to and possession of the Hardware for the term of the Hardware Lease.

C.2.3. Customer Obligations

Upon delivery thereof, Customer shall ensure the proper functioning of the Leased Hardware before commencing use. During the duration of the Hardware Lease, Customer shall treat the Leased Hardware with due care as per the manufacturer's manual and recommendations.

Customer shall bear all operating costs incurred when using the Leased Hardware, including all cleaning and running costs.

All maintenance and repair costs as well as any necessary repairs of the equipment, components and accessories of the Leased Hardware which are based on the use by Customer shall be carried out by Customer at Customer's own expense.

Customer shall notify TeamViewer immediately of any damage to the Leased Hardware, providing where available, comprehensive information on the cause of and the person responsible for the damage. In case of

damages to the Leased Hardware, which do not regularly occur solely as a result of normal contractual wear and tear, Customer shall bear the burden of proof that the deterioration of the Leased Object was not caused by him and was not his fault.

Customer shall require the prior written consent by TeamViewer in case of Customer wishing for third parties to use the Leased Hardware, including but not limited to subleasing or other complete or partial transfer of possession of the Leased Hardware (together the “**Transfer of Use**”). In the event of any Transfer of Use to third parties, Customer shall be liable for all damage caused by the third party to whom the use of the Leased Hardware was transferred.

C.2.4. Term and termination

Unless otherwise specified in the Contract, the initial term of the Hardware Lease shall be twelve (12) months (“**Initial Term**”) and be automatically renewed for subsequent periods of twelve (12) months (each a “**Renewal Term**”), unless either party notifies the other party no less than twenty-eight (28) days prior to the end of the Initial Term or any Renewal Term that the Contract shall not renew.

A termination by Customer based on non-performance of service in conformity with the Contract shall only be admissible if TeamViewer had been given enough opportunities to eliminate the defects and has failed to do so or the subsequent performance was unsuccessful.

Termination notice, including the notification of non-renewal of Contract pursuant to sec. B.5, must be made in text form (by signed letter, telefax or email). Customer shall address its termination notice to TeamViewer Germany GmbH, Bahnhofplatz 2, 73033 Goeppingen, Germany or by email to contact@teamviewer.com.

C.2.5. Consequence of termination

Customer shall at his own costs return the Leased Hardware at the end of the Hardware Lease including all accessories, manuals or documents. Should any modifications have been made to the Leased Hardware during the time of the Hardware Lease, Customer shall return the rented item to its original condition upon return.

D. Professional Services Specific Terms

The Professional Services Specific Terms contain the terms and conditions that apply to the provision of professional services by TeamViewer to support the use of TeamViewer Product(s), e. g. installation, configuration, customizations and integration of Services in Customer's environment or third-party interface, as well as related IT services, consulting and training (collectively "**Professional Services**").

"Customer" in this section D refers to the party who orders the Professional Services from TeamViewer, which might not be the same person (Customer in the context of section B of EULA) who acquires the License for the TeamViewer Product.

D.1. Subject Matter

D.1.1. Contractual basis

The Professional Services are not included in a Contract for License and therefore the parties explicitly need to agree on the provision of such services. A Contract for Professional Services will be formed pursuant to section A. 1. (ii) or (iii).

D.1.2. Contract for service

Unless otherwise explicitly stipulated in the Contract, the respective Contract on provision of Professional Services shall be deemed as a contract for service (for contracts governed by German Law, *Dienstvertrag* in the meaning of section 611 BGB (German Civil Code)), and the Professional Services shall be provided on a time and materials basis pursuant to sec. D.5. The listed items of Professional Services in the quote or other transaction document serve only as a description of the service content and scope and shall not be interpreted as commitment of TeamViewer to a specific success of work, or deliverables fit for the intended use or business purposes of Customer.

D.1.3. Service description

TeamViewer will perform the Professional Services as described in the transaction documents forming the Contract, in the event of a conflict or inconsistency, in the following descending order:

- A transaction document (e. g. Scope of Work) specifying the service items and performance details in writing signed by both parties;
- Any further requests, plans, policies or terms of Customer that might be accepted by TeamViewer in connection with a Contract, which shall be confirmed in writing (with signature) to be effective;
- Service description in a binding quote provided by TeamViewer and accepted by Customer.

D.1.4. Retention of intellectual property rights; no transfer of title

Except as otherwise expressly agreed to in writing by both parties by designating such deliverables as a "work for hire", the transfer of title or granting of use right (licensing) is not a subject matter included in the service scope of Professional Services, and nothing in a Contract for Professional Services will otherwise function to transfer any of either party's intellectual property rights to the other party, so each party will retain exclusive interest in and ownership of its own intellectual properties. The right of Customer to use any Materials or Work Results delivered by TeamViewer shall be subject to sec. D.6.

D.1.5. Third-party service recipient

TeamViewer may, insofar as agreed in the Contract, provide Professional Services on the device or network of a third-party appointed by Customer as service recipient ("**Third-Party Service Recipient**"). In this case, Customer shall be liable for the acts and omission of the Third-Party Service Recipient in receiving the Professional Services as such of its own. The Third-Party Service Recipient is not a party to the Contract, nor shall it be a third-party

beneficiary of the Contract. Any deviating contractual conditions, warranties and commitments regarding Professional Services agreed upon between Customer and such Third-Party Service recipient shall not be binding upon TeamViewer.

D.2. Performance of Professional Services

D.2.1. Place of performance

The Professional Services will be provided at the place of performance specified in the Contract. If no place of performance is stipulated, the Professional Services will be provided as remote service or at the premises of TeamViewer.

D.2.2. Schedule

The date of the Professional Services will be scheduled mutually by the parties. Unless otherwise agreed by the parties in writing, time is not of the essence; for contracts under German law, the provision of Professional Services shall not constitute an absolute fixed-date transaction (*absolutes Fixgeschäft*).

D.2.3. Language

Unless otherwise stipulated in writing by the Parties, the language of the Professional Services will be English.

D.3. Requirements for the provision of services; Duties and obligations of Customer

D.3.1. Customer responsibilities

The provision of Professional Services requires the fulfilment of certain technical requirements placed on the hard- and software as well as network environment which lies in the responsibility of Customer. Customer shall provide cooperation and promote the Professional Services in every phase through active and appropriate participation and contribution. In particular, it shall provide TeamViewer with the required access to and information, documents and data, IT infrastructure and other means necessary for the proper performance and proceeding of the Professional Services.

D.3.2. On-site Services

If the Professional Services shall be provided on-site and outside the business premises of TeamViewer, Customer shall provide at its own costs the corresponding premises and all technical requirements which are necessary for the purpose, especially the auxiliary equipment required under health and safety laws, the necessary hardware and software, transmission equipment, access, network connections and workspaces. Customer shall be obliged to take all necessary measures at the place of performance to protect the health and ensure the safety of TeamViewer engineers and other auxiliary personnel.

D.3.3. Customer System

Where the Professional Services shall be performed by accessing the network system of Customer or a third party appointed by Customer (collectively referred to as “**Customer System**”), Customer shall grant TeamViewer, its auxiliary personnel and subcontractors prompt and unimpeded access to such system and its components.

In case of technical problems with the hardware or software components of Customer System during the Professional Services, Customer will provide expert technical assistance at its own expense. During the Professional Services, Customer will guarantee the availability of at least one employee who is familiar with Customer’s computer systems and processes and who, upon request, will be able to give expert advice and information.

Customer shall promptly notify TeamViewer of any disruptions, shutdowns or disassembly of Customer System or any IT infrastructural changes which could make it harder or impossible for TeamViewer to perform the Professional Services.

D.3.4. Data backups

Customer shall be solely responsible for making proper data backups in the Customer System in accordance with the current state of technology and industrial common practice. If Customer has otherwise contractually tasked TeamViewer with a data backup service, the content and scope of the data backup by TeamViewer shall be defined exclusively by such separate contract.

D.3.5. Software version; installation

Unless otherwise agreed to by the Parties, the Professional Services in relation to the Software (e. g. installation, configuration, application, integration, update), will be provided for the most current version of the Software. Customer is committed to the fulfilment and maintenance of the System Requirements as set out in the EULA for the respective Software. In case that the installation and/or update of the Software is not part of the Professional Services, Customer shall ensure that it has the respective Software installed and updated to the then-current version on its computers (desktop PC or notebook) or mobile devices (e.g. iOS, Android) for the duration of the Professional Services.

D.3.6. Consequences of non-compliance

If Customer fails to meet its obligations under this sec. D.3, Customer shall bear all the associated risks and losses.

If TeamViewer is unable to perform the Professional Services on time or properly for reasons for which Customer is responsible (e. g. as a result of incorrect, incomplete or delayed provision of services or materials), TeamViewer shall not be liable for any delays as a result thereof and shall be entitled to charge the resulting additional expenses and costs at its applicable rates.

D.3.7. Failure of Third-Party Service Recipient

Should the Professional Services be carried out with a Third-Party Service Recipient pursuant to sec. D.1.5, Customer shall ensure that the Third-Party Service Recipient fulfils the requirements and duties set out herein above. Failure of Third-Party Service Recipient in compliance therewith shall be deemed as Customer's own failure.

D.4. Personnel; Sub-contractor

D.4.1. Free choice

TeamViewer shall be free to choose the persons it employs to perform the Professional Services. TeamViewer shall ensure that the persons employed are sufficiently qualified to perform the service. TeamViewer shall be entitled to use subcontractors for the provision of services, including affiliated companies within the meaning of sections 15 et seq. AktG (German Stock Corporation Act).

D.4.2. No hiring

The persons engaged by TeamViewer to perform the Professional Services are not subject to the authority of Customer to issue instructions. This shall apply in particular if persons engaged by TeamViewer perform the Professional Services on Customer's premises. Both parties shall take appropriate measures to prevent the hiring out of employees (*Arbeitnehmerüberlassung*).

D.5. Remuneration

D.5.1. Service fees; reimbursement of expenses

Unless otherwise explicitly stipulated in the respective Contract, the Professional Services shall either be (i) remunerated on a time and material basis and invoiced to Customer on a monthly or quarterly basis as chosen by TeamViewer (“**T&M**”); or (ii) purchased as a prepaid bundled package of hours (“**Bundled Package**”).

In the case of T&M, billing shall be based on the number of working days performed by TeamViewer. The fees payable for the Professional Services shall be calculated at the then current daily or hourly fee rates for the personnel of TeamViewer. A working day shall be eight (8) hours. Additional or reduced services per working day shall be remunerated pro rata.

In the case of Bundled Package, Customer shall have, unless a shorter time is provided for in the Contract, three hundred and sixty-five (365) days as of the purchase date to use the hours contained in the Bundled Package, otherwise the hours shall expire without refund.

In addition, TeamViewer shall be entitled to reimbursement of the expenses necessary and proven for the provision of the services, including travel expenses, as provided in the Contract.

D.5.2. Travel expenses

The costs for the travel, overnight stay, catering and any other incidental costs (“**Travel Expenses**”) of the TeamViewer service team will be charged separately to the fees payable for the Professional Services. If not agreed otherwise, the following calculation basis will apply for the invoicing of the Travel Expenses:

Flight: Economy Class;

Train: Second class, plus additional costs for seat reservations;

Car: 35 Cent per kilometre for the arrival and departure by car as well as all drives which are related directly to the Professional Services (e.g. from the hotel to the place where the Professional Services takes place);

Taxi: All costs for all taxi drives which are related directly to the Professional Services;

Rental car: All costs for a rental car of the mid-size category without deductible and with unlimited mileage as well as all fuel costs incurred herewith;

Hotel: A single room in a three-star hotel with breakfast will be booked for each TeamViewer service team member for the entire duration of the stay;

Catering: If the duration of the Professional Services will be one working day, the price for the catering will be EUR 14,00 per TeamViewer service team member. If the duration of the Professional Services will be longer than one working day, the price for the catering will be EUR 28,00 per day and per TeamViewer service team member. The price for the catering will also be charged for the day of arrival and for the day of departure of the TeamViewer service team;

Other incidental costs: All incurred incidental costs and fees, including, but not limited to, toll fees, highway badges, costs for bridges and ferries.

D.5.3. Cost Estimate

TeamViewer may quote a cost estimate for the provision of Professional Services in a specific project (“**Cost Estimate**”), including the applicable expenses, if any, and service fees calculated on the basis of a time budget estimated by TeamViewer with its experience in previous similar cases. Save as otherwise stipulated explicitly in the Contract, such time budget shall not be interpreted as a limitation of chargeable service fees. If it turns out during the performance of Professional Services that the quoted time budget is not sufficient for the completion

of the project, TeamViewer shall notify Customer and propose a reasonable adjustment of the Cost Estimate in a timely manner.

D.6. Intellectual Property Rights; use right

D.6.1. Materials

TeamViewer may create, develop, supplement, deliver or provide access to, literary works and/or other works of authorship, e. g. software programs (including without limitation to specific or customized versions or applications of Software), program listings, programming tools, documentation, reports, databases, drawings and similar works (collectively "**Materials**") to Customer in frame of the Professional Services for the purpose of testing, analysis or demonstrating a proof of concept. The Professional Services does not include the transfer of titles or intellectual property rights in the Materials. As between the parties, all ownership rights and intellectual property rights (including copyrights and rights of use and exploitation) in and to the Materials shall remain with TeamViewer at any time during and after the performance of the Professional Services.

To the extent required to provide the Professional Services, TeamViewer grants Customer a non-exclusive right to use the Materials according to Part B of this EULA for the term during which TeamViewer provides the Professional Services to Customer. For clarity, if Customer has already acquired an appropriate license to use the Materials, wholly or partly, such license shall take precedence of the license grant under this sec. D.6.1.

D.6.2. Work Results

Save otherwise provided in the Contract, as between the parties, TeamViewer is, or shall become as of creation, the sole and exclusive owner of any and all intellectual property rights, including copyrights and rights of use and exploitation, in the work products arising from its performance of Professional Services, in particular software programs (object and source code) and applications, customization, configuration, implementation, settings, improvement, development of features, in relation to the Software, as well as other work products provided by TeamViewer, e. g. documentation, tools, solutions, test results, analysis and know-how (collectively the "**Work Results**"). If and to the extent any right, title and interest in and to any intellectual property in the Software or Work Results are vested in Customer for any reason, Customer hereby assigns to TeamViewer and TeamViewer hereby accepts any such right, title and interest with effect as of the time of its creation. For the avoidance of doubt, TeamViewer especially reserves the rights to make available any Work Results, or parts thereof, to third parties, e. g. TeamViewer customers, provided such use by TeamViewer shall not infringe any intellectual property rights or business secrets of Customer. To the extent legally possible, Customer hereby irrevocably waives and agrees never to assert and enforce in any manner any moral rights (*Urheberpersönlichkeitsrechte*) that it may be entitled to in the Software or Work Results, against TeamViewer, any of TeamViewer's affiliates or successors in interest, or any of TeamViewer's, its affiliates' or successors' customers.

Any right of Customer to use any Work Results shall be subject to a license agreement between the parties. If and to the extent the Work Results relate to an implementation, extension or improvement of Customer's use of Services, for which Customer has already acquired an appropriate Subscription License from TeamViewer pursuant to section B, such License shall also apply to the use of the related Work Results, unless otherwise agreed by the parties.

D.7. Warranty

D.7.1. Warranty Period

TeamViewer warrants that it performs each Professional Services using reasonable care and skill of a professional service provider. Any claims for the breach of warranty shall be time-barred by six (6) months from the completion of the applicable Professional Services (the "**Warranty Period**"). If during the Warranty Period, TeamViewer receives written notice from Customer and to the extent that the claimed breach is proven as existing in the performance of the Professional Services, TeamViewer will, at its sole option, promptly re-perform

any Professional Services that fail to meet this warranty or refund pro-rata the fees paid for the part of non-conforming Professional Services. This section sets out the sole and exclusive remedies available to Customer based on a breach of Warranty above.

D.7.2. No commitment

TeamViewer will not warrant or commit that: i) it will be able to correct all reported defects; or ii) the use of the Products or any other deliverables will be uninterrupted or error free; or iii) the results of the Professional Services will meet the requirements or expectation of Customer, or will serve the intended use or business purposes of Customer. TeamViewer makes no warranties regarding features or services provided by third parties, nor for the compatibilities of Product with such third party solutions. This shall also apply if TeamViewer has been advised of such intended business purposes in advance.

E. Jurisdiction Specific Terms

E.1. Jurisdiction Specific Terms for Rest of World

If neither place of purchase nor your main seat or residence is located in North or South America, the Jurisdiction Specific Terms for Rest of World will additionally apply to you.

E.1.1. Limitation of Liability

E.1.1.1. Exclusion in certain cases

TeamViewer shall be liable for damages in accordance with the statutory provisions, if and to the extent such damages

(i) have been caused by TeamViewer intentionally or grossly negligently, or

(ii) have been caused by TeamViewer by slight negligence and are due to breaches of cardinal contractual obligations, the fulfilment of which is essential for the proper performance of the Contract and the compliance with which can be typically expected in the case of a contract of this type ("**Material Obligations**").

Any further liability of TeamViewer shall be excluded irrespective of the legal basis, unless TeamViewer is mandatorily liable in accordance with applicable law, in particular due to injury to life, body or health of an individual, due to the provision of an express warranty, fraudulent concealment of a defect or due to the provisions of the German Product Liability Act.

E.1.1.2. Limited Liability for Foreseeable Damages

In the case of slightly negligent breach of Material Obligations, TeamViewer shall only be liable for damages foreseeable when the Contract was concluded and typical for the type of contract.

E.1.1.3. Maximum Liability Amount

Notwithstanding the provision in sec. E.1.1.2, in the event of a slightly negligent breach of a Material Obligation, the maximum amount of TeamViewer's liability under a Contract for Services, Professional Services or Hardware, is capped by the higher of EUR 12,500, - (Euro twelve-thousand-five-hundred) or 100% of the fees paid by Customer in the last 12 months prior to the damaging event for the respective Contract that has caused the damage or that is the subject of the claim). If the maximum liability amount is not reached in one year, this shall not increase the maximum liability amount in the following Renewal Term.

E.1.1.4. Exclusion of Strict Liability

Strict liability (liability without fault) for defects which already existed when the Contract was concluded shall be excluded.

E.1.1.5. Limited liability in case of Free License

TeamViewer's liability for damages caused by the use of Free License shall be subject to the provisions on gratuitous lending (section 598 et seq. BGB), i.e., in particular, TeamViewer's liability shall be limited to intent and gross negligence. Mandatory liability under the German Product Liability Act or any applicable corresponding mandatory law shall not be excluded.

E.1.1.6. Employees and agents of TeamViewer

The limitations of liability pursuant to this sec. E.1.1 shall also apply to claims against employees or agents of TeamViewer.

E.1.2. Applicable Law and jurisdiction

The Contract and any disputes in connection with it shall be exclusively governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction shall be Stuttgart, Germany. TeamViewer shall still be entitled to file a suit at Customer's domicile.

E.1.3. Specific Terms for Australian Customers

If the place of purchase or your main seat or residence is located in Australia, this section shall apply in addition to the preceding provisions and prevail to the extent of the inconsistency.

E.1.3.1. Renewal Reminder

TeamViewer will send Customer two reminders of the expiry date of the then current Subscription Term (ref. sec. B.5.1), at least seventy-five (75) days and fifty-five (55) days in advance of any Renewal Term. Reminders will be sent to the billing contact that Customer has properly provided to TeamViewer. Customer is responsible for keeping the contact information accurate and up to date.

E.1.3.2. Price Change Notification

In deviation of sec. A.2.5, TeamViewer will provide Customer with at least seventy-five (75) days advance notice of any changes to the fees for the next Renewal Term. Customer must notify TeamViewer twenty-eight (28) days prior to the end of Subscription Term, if it does not accept the change in fees or will not renew the Contract, and in that case the Contract will terminate at the end of the then current Subscription Term. Otherwise, the price change will become effective upon the commencement of the Renewal Term. TeamViewer shall inform Customer in its notification about this effect of non-objection.

E.1.3.3. Termination of Subscription

In addition to sec. B.5.3 and subject to any contrary provision contained in the Contract, either party may terminate the Contract, if:

- a) the other party breaches its contractual obligations and fails to rectify such failure within fourteen (14) days after receipt of a notice in text form specifying the failure and requesting remedy, or a reasonable deadline as set by such notice; or
- b) the other party becomes subject to any form of insolvency administration.

E.1.3.4. Australian Consumer Law and Consumer Guarantees

This section shall apply, where Customer is under the consumer protection pursuant to the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010), for the purpose of which, TeamViewer is referred to as "We", "Our" or "Us" and Customer is referred to as "You" or "Your" in this section.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, You are entitled:

- a) to cancel Your service contract with Us; and
- b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, You are entitled to have the failure rectified in a reasonable time. If this is not done, You are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonable foreseeable loss or damage from a failure in the goods or service.

For the purposes of these terms, a Consumer Guarantee means a right or guarantee that You may have under the Australian Consumer Law or other rights in relation to the supply of goods or services (such terms as implied into a contract) that cannot be lawfully excluded.

Our liability in respect of any breach of or a failure to comply with any Consumer Guarantee is limited to the following:

- a) In the case of goods, to
 - i) the replacement of the goods or the support of equivalent goods;
 - ii) the repair of the goods;
 - iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv) the payment of the cost of having the goods repaired.
- b) In the case of services, to
 - i) the supplying of the services again; or
 - ii) the payment of the cost of having the services supplied again.

The preceding liability limitation shall not apply if:

- a) the goods or services supplied are goods or services 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 64A of the Australian Consumer Law;
- b) it is not 'fair or reasonable' for us to rely on such limitation in accordance with section 64A(3) of the Australia Consumer Law; or
- c) the relevant Consumer Guarantee is a guarantee pursuant to sections 51, 52 or 53 of the Australian Consumer Law.

For any claim under the Consumer Guarantees please notify Us in writing using the customer portal pursuant to sec. B.5.4. We will pay Your reasonable, direct expenses of claiming under this section. You shall submit details and proof of its expense claim to Us for consideration.

E.2. Jurisdiction Specific Terms for the Americas

If the place of purchase or your main seat or residence is located in North or South America, the Jurisdiction Specific Terms for the Americas will additionally apply to you.

E.2.1. Equitable Relief

Customer recognizes and agrees that there may be no adequate remedy at law for a breach of this Contract, especially with respect to Prohibited Use and that such breach would irreparably harm TeamViewer for which monetary damages would not be an adequate remedy and that TeamViewer is entitled, in addition to its other rights and remedies, to seek equitable relief.”

E.2.2. U.S. Government Restricted Rights

The Software is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR section 52.227-19 “*Commercial Computer Licensed Software – Restricted Rights*” and DFARS 227.7202, “*Rights in Commercial Computer Licensed Software or Commercial Computer Licensed Software Documentation*”, as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of the Contract.

E.2.3. Protected health information

Unless the parties expressly agree in writing to the contrary, if Customer is a Covered Entity, Business Associate, or Representative of a Covered Entity or Business Associate (pursuant to the definition of these terms in 45 C.F.R § 160.103), Customer agrees not to use any component, function, or other facility in order to create, receive, manage, or transmit any “protected health information” of any kind (pursuant to the definition of this term in 45 C.F.R § 160.103) that would result in TeamViewer being considered a Business Associate or a Representative of a Business Associate.

E.2.4. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL TEAMVIEWER OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO CUSTOMER FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT, EVEN IF TEAMVIEWER OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL TEAMVIEWER'S LIABILITY EXCEED THE LOWER OF (X) THE FEES CUSTOMER PAID FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR (Y) THE RESPECTIVE EQUIVALENT OF TWELVE-THOUSAND-FIVE-HUNDRED EURO (12,500.00 EUR). NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT TEAMVIEWER'S LIABILITY TO CUSTOMER FOR DEATH OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS EULA WILL APPLY REGARDLESS OF WHETHER OR NOT CUSTOMER ACCEPTS THE SOFTWARE, SERVICES OR ANY UPDATES, OR NEW VERSIONS.

E.2.5. Indemnification by Customer

Customer shall indemnify, defend and hold TeamViewer, its affiliates, officers, directors, shareholders, employees, agents and assigns harmless from and against any and all liabilities, losses, costs, expenses, settlement amounts, and damages (including reasonable attorneys' fees) incurred by TeamViewer arising out of any suit or proceeding by a third party arising from Customer's use of the Software or Customer's breach of any representation, warranty, covenant or obligation of Customer under the Contract.

E.2.6. Process

TeamViewer shall promptly notify the other party in writing of any action for which TeamViewer believes it is entitled to be indemnified pursuant to sec. E.2.4 as applicable. If TeamViewer is named a party in any judicial, administrative or other proceeding arising out of or in connection of any breach of any provision of this EULA, a negligent or wrongful act, and/or a violation of any applicable law, TeamViewer will have the option at any time to either

- i. undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Customer will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals or
- ii. to hand over its defense to the indemnifying party, in which case the indemnifying party will provide qualified attorneys, consultants, and other appropriate professionals to represent the party seeking interests at Customer's expense. TeamViewer will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that TeamViewer may have tendered its defense to Customer. Any such resolution will not relieve the party of its obligation to indemnify the other party under sec. E.2.4.

E.2.7. Applicable Law and Jurisdiction

The Contract and any disputes in connection with it shall be exclusively governed by the laws of the State of New York, United States of America, excluding the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law.

TeamViewer and Customer unconditionally and irrevocably consent to the exclusive jurisdiction of the federal and/or state courts located in New York County, New York with respect to any action, suit or proceeding arising out of or relating to the Contract or the transactions contemplated hereby and the parties waive any objection with respect to such courts for the purpose of any such action, suit or proceeding.

E.2.8. Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THE CONTRACT ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. TEAMVIEWER MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SOFTWARE OR ANY SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OR USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

E.2.9. California Consumer Privacy Act and Personal Information.

With regard to Personal Information subject to California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("**CCPA**"), TeamViewer agrees that it shall not: (i) sell the Personal Information, as a sale is defined in the CCPA; (ii) retain, use, or disclose the Personal Information for any purpose other than as described in the EULA, DPA and/or TeamViewer's Privacy Notices, including retaining, using, or disclosing the Personal Information for a commercial purpose that does not comply with the CCPA; or (iii) retain, use, or disclose the Personal Information outside of the permitted scope of the Contract and without the documented instructions of Customer.

Version as of October 29, 2024