



License Conditions (EULA)

1. Application

1.1 These license conditions apply between Snapview GmbH, Mannheim, Germany (hereinafter referred to as Snapview) and any physical person or legal entity that procures and/or uses the Mikogo software (hereinafter referred to as Software) on a chargeable or non-chargeable basis (hereinafter referred to as Customer).

1.2. In the event that the Software is procured in return for payment, the Customer accepts these license conditions in relation with Snapview or upon conclusion or extension of the lease agreement. Otherwise, the Customer accepts these conditions with the first download of the Software, upon starting to use the Software, or upon registration of a user account. In any event, Snapview does not require the Customer's declaration of acceptance to be received at its premises.

1.3. The continuing applicability of this license agreement is dependent upon the continuation of the underlying lease agreement (except in the event of use for free), and will share its fate insofar as it will cease to be valid on the same date that the latter ceases to be valid (if such is the case) (e.g. upon revocation by the consumer pursuant to section 312 g of the German Civil Code [BGB]).

1.4. The product description of the respective licensed software also forms part of the license conditions.

1.5. Mikogo is a registered trademark of Snapview GmbH, Mannheim, Germany.

2. Applicable Law, Jurisdiction

2.1. The laws of the Federal Republic of Germany are applicable for this contract, to the exclusion of the United Nations Convention on the International Sale of Goods.

2.2. Mannheim, Germany shall be stipulated as the exclusive place of jurisdiction for disputes resulting from or relating to this contract insofar as the Customer has a general place of jurisdiction in Germany and is a businessman, corporate entity operating under public law or a public separate-assets firm.

2.3. This place of jurisdiction also applies if the Customer has no general place of jurisdiction (i.e. residence) in Germany and is not a user who falls under the general jurisdiction of the European Union, Norway, Iceland, or Switzerland.

2.4 In principle the place of jurisdiction for obligations arising from this agreement is Mannheim, Germany. Statutory regulations on jurisdiction are not affected.

3. Functionality

3.1. The Software enables the Customer to send their computer-screen display via the Internet to the computer screens of persons who they select themselves (hereinafter referred to as Participants) and display information on those screens (in what is hereinafter referred to as a Session). Further specifications are to be found in the relevant product description.



3.2. The Software consists of a server software package that is provided by Snapview, a client software package for use on the sending Customer's computer, which has access to the server software, and an executable file for use by the Participants (connection program).

3.3. The point of transfer for server-based services provided to the Customer is the outgoing server of the Snapview system.

4. Licensed Product

4.1. The Customer shall receive authorization for a limited period of time for the joint use of the server software, and for the use of the client software and the executable file (license). If the software is procured in return for payment, the Customer will be sent a license code with which, following registration, they can activate the agreed software functions in accordance with the product description in the user account management.

4.2. Usage rights shall only be granted to one natural person who must be specified by name upon registration of the user account in the user account management and who need not be the Customer him or herself. The product version determines the maximum possible number of receiving Participants for a session and the available features in the software.

4.3. The client software may be installed on up to three (3) Customer computers. Individuals from companies that are affiliated to the Customer's company are not authorized for use.

4.4. The Customer will be provided with access authorization to the server Software with an average annual availability rate of 99%. Should the Customer achieve a higher rate of availability during use, Snapview shall grant this to them for free.

4.5. The Customer is not authorized to transfer or lease usage rights or to relinquish the software or their server access to third parties with the exception of Participant use in accordance with the contractual terms. Companies associated with the Customer concerned are also considered third parties.

4.6. The source code for any Snapview software or its disclosure or installation, Customer or Participant training Sessions, or any warranty of the Software's suitability for the purposes intended by the Customer are not contractual items and are also not the subject of any other kind of obligation of Snapview.

4.7. The Customer is not authorized to edit or reprogram or modify any part of the software, or to rework it or reinstall it in another place.

4.8. Technical information, descriptions and instructions for use are provided to the Customer in electronic form on the Mikogo websites, where the client software and the executable file (both in object code only) are also available for downloading.

5. Use for Free

After setting up a user account (including under a pseudonym) the Customer is permitted to use the software to a reduced extent for free and thus to lead Sessions. For the receiving Participant, use is always for free. Snapview reserves the right to terminate such use for free at any time, or to modify or suspend functionality.



6. LIABILITY FOR DEFECTS

SNAPVIEW IS LIABLE FOR ANY SOFTWARE DEFECTS PURSUANT TO THE LEGAL REGULATIONS, WITH THE RESTRICTION THAT NO-FAULT LIABILITY FOR DAMAGE COMPENSATION FOR DEFECTS EXISTING AT THE TIME OF CONTRACT CONCLUSION PURSUANT TO SECTION 536A OF THE GERMAN CIVIL CODE (BGB) SHALL BE EXCLUDED. OTHER GROUNDS FOR LIABILITY SHALL REMAIN UNAFFECTED.

THE RIGHT TO SUBSTITUTE PERFORMANCE IS EXCLUDED. IN ALL OTHER RESPECTS, THE STATUTORY PROVISIONS SHALL APPLY WITH REGARD TO CLAIMS FOR DEFECTS.

7. LIABILITY FOR DAMAGES

7.1. SNAPVIEW'S LIABILITY FOR INFRINGEMENTS OF CONTRACTUAL OBLIGATIONS AND IN TORT IS LIMITED TO WILLFUL INTENT AND GROSS NEGLIGENCE.

7.2. THIS IS NOT APPLICABLE TO INJURY TO LIFE, LIMB OR HEALTH, CLAIMS DUE TO THE BREACH OF CARDINAL OBLIGATIONS OR COMPENSATION FOR DAMAGES DUE TO DELAY (SECTION 286 OF THE GERMAN CIVIL CODE [BGB]). IN THIS RESPECT, SNAPVIEW IS LIABLE FOR EVERY DEGREE OF FAULT. CARDINAL OBLIGATIONS ARE THOSE FUNDAMENTAL RIGHTS AND OBLIGATIONS THAT RESULT FROM THE NATURE OF THE CONTRACT AND WHOSE DAMNIFICATION WOULD ENDANGER THE PURPOSE OF THE CONTRACT AND ON WHOSE ADHERENCE THE CONTRACTUAL PARTIES MAY REGULARLY RELY ON. LIABILITY FOR BREACH OF CARDINAL OBLIGATIONS ON THE BASIS OF ORDINARY NEGLIGENCE IS LIMITED TO FORESEEABLE AND TYPICALLY ARISING DAMAGE.

7.3. IN ADDITION, IN THE EVENT OF USE OF THE SOFTWARE FOR FREE, SNAPVIEW IS LIABLE FOR DAMAGE ARISING AS A RESULT OF A SOFTWARE DEFECT ONLY IF THE DEFECT IN QUESTION HAS BEEN DELIBERATELY CONCEALED BY SNAPVIEW.

7.4. INSOFAR AS LIABILITY IS NOT EXCLUDED FOR DAMAGES DUE TO SLIGHT NEGLIGENCE THAT DO NOT INVOLVE INJURY TO THE CUSTOMER'S LIFE, LIMB OR HEALTH, OR FOR SLIGHT NEGLIGENCE, OR FOR BREACH OF CARDINAL OBLIGATIONS, SUCH CLAIMS EXPIRE ONE YEAR FROM THE INITIATION OF THE CLAIM.

7.5. INSOFAR AS LIABILITY FOR DAMAGES IS EXCLUDED OR LIMITED FOR SNAPVIEW, THIS APPLIES ALSO IN RESPECT OF PERSONAL LIABILITY FOR DAMAGE COMPENSATION FOR SNAPVIEW EMPLOYEES, REPRESENTATIVES, AND AGENTS.

7.6. LIABILITY ARISING FROM THE GERMAN PRODUCT LIABILITY ACT REMAINS UNAFFECTED IN ALL CASES.

8. Customer Obligations and Contractual Penalties

8.1 For each case of infringement of an agreement as detailed in items 4.2, 4.3 and 4.5, the Customer who is not a consumer is obliged to pay Snapview a contractual penalty sum of EUR 35,000 (in words: thirty-five thousand).

8.2 The Customer must observe legal regulations when using Snapview Software and in particular must refrain from sending unlawful content.

8.3 The Customer holding a lease license is obliged, on receipt of the license code, immediately to perform the installation indicated in the documentation and a functional test, and to set up a user account with their personal details (first name and last name, company name, address, email address), to specify the



authorized persons pursuant to 4.2 (first name and last name) and to choose a new secure password and subsequently change this on a regular basis.

8.4 The Customer must provide the hardware and software environments indicated in the product specifications as well as ensure that the Participant is also equipped with the sufficient requirements.

8.5. When using the Software and after the use of the Software, the Customer intends to carry out timely and adequate back-up and storage of all data under their own responsibility and at their own cost, and where appropriate to ensure that this is also done at the premises of the Participants. Similarly, they must under their own responsibility secure their data against unauthorized access.

8.6 The Customer is obliged to treat the server resources with care and to log out correctly when ending a Session or in the event of long intermissions between data transmission.

8.7 The Customer is obliged to install updates and upgrades provided by Snapview for the client software and the executable file.

8.8 The Customer must inform Snapview in due time of any changes of data that are important for the license agreement.

8.9 The Customer indemnifies Snapview from all third-party claims arising from Software use that is not in accordance with the contract.

8.10 The Customer must delete all Snapview Software entirely from their computers, servers, and storage media upon contract expiration and submit a cancellation deed upon request.

9. Limitation of Claims, Offsetting

9.1. By way of deviation from section 195 of the German Civil Code (BGB), Snapview's claims to payment expire after five (5) years have elapsed. Section 199 of the German Civil Code (BGB) applies with regard to the start of the expiration period.

9.2. Offsetting rights of the Customer apply only if their claims are the subject of a final and conclusive judgment, or are uncontested, or have been acknowledged by Snapview.

10. Reference Listing

Snapview shall be granted the right to identify the Customer who is not a consumer as a reference Customer for the purpose of advertising Snapview software, by providing that Customer's company name, brand or company logo as well as their URL (e.g. identification on website and on printed advertising material). The Customer may revoke his or her consent for the future by providing written notification.

11. Infringement When Using Snapview Software

In the event of strong suspicion that infringements are arising during Customer access to Snapview servers, Snapview reserves the right to suspend its functionality. The Customer shall immediately be informed thereof.

12. Data Protection

Both Snapview and the Customer are obligated to adhere to data privacy regulations. In accordance with the data protection declaration, Customer data will be used exclusively for the purpose of the conclusion



and performance of the contract and for customer information and market analysis, and will be treated confidentially. They shall only be potentially passed on to third parties within this framework, who shall also be bound to confidentiality by Snapview.

13. Agents

Snapview is authorized to employ third parties of its choice in order to fulfill its contractual obligations.

14. Written Form

Legally binding declarations or notifications that the Customer must submit to Snapview or a third party must be provided in writing; this shall not apply to the cases envisaged in section 312 g of the German Civil Code (BGB) (consumer revocation).

15. Force Majeure

Neither of the parties is obligated to fulfill contractual obligations in the event of and for the duration of any hindrance due to force majeure. The following circumstances shall be particularly considered as force majeure: technical Internet problems that a party cannot control, explosion/fire/flooding beyond the party's reasonable control, war, mutiny, blockade, embargo, or a labor dispute lasting for more than six (6) weeks and which is not caused by the party. Each contracting party must immediately inform the other of such an occurrence in the event of force majeure in written form, insofar as this is possible.

Date: 2017-09-20



General Terms and Conditions

1. Scope of Application

These General Terms and Conditions apply to all contracts of Snapview GmbH, Mannheim, Germany (hereinafter referred to as Snapview) and its customer (hereinafter referred to as the Customer) on an exclusive basis. Customer terms that differ from or conflict with these General Terms and Conditions shall not be formally recognized. These Conditions shall also apply if Snapview provides services in the knowledge of contrary or differing Customer General Terms and Conditions. For contracts with Snapview, the Snapview License Conditions (EULA) and Snapview product specifications are also to be regarded as forming part of these General Terms and Conditions.

2. Applicable Law, Jurisdiction

2.1. The laws of the Federal Republic of Germany are applicable for this contract, to the exclusion of the United Nations Convention on the International Sale of Goods.

2.2. Mannheim, Germany shall be stipulated as the exclusive place of jurisdiction for disputes resulting from or relating to this contract insofar as the Customer has a general place of jurisdiction in Germany and is a businessman, corporate entity operating under public law or a public separate-assets firm.

2.3. This place of jurisdiction also applies if the Customer has no general place of jurisdiction (i.e. residence) in Germany and is not a user who falls under the general jurisdiction of the European Union, Norway, Iceland, or Switzerland.

3. Products of Snapview

The software product Mikogo for online collaboration (hereinafter referred to as Software), is distributed or provided for use exclusively in accordance with the Snapview License Conditions (EULA) and the relevant Snapview product specifications. Mikogo is a registered trademark of Snapview GmbH, Mannheim, Germany.

4. Place of Execution, General Matters

4.1. In principle, the place of execution and place of payment concerning all direct contractual relationships with Snapview is Mannheim, Germany. Statutory regulations concerning places of jurisdiction are not affected.

4.2. Information published or issued directly by Snapview does not constitute a contractual offer and is non-binding.

4.3. Snapview reserves all rights (especially proprietary rights, usage rights, and copyrights) to all information, software trials, and software trial accesses remaining from contractual negotiations.

4.4 Legally binding declarations or notifications that the Customer must submit to Snapview or a third party must be provided in writing (except in case of revocation by a consumer).

5. Online Shops

5.1. The online shops at www.mikogo.net.cn, www.mikogo.com.br, www.mikogo.fr, www.mikogo.ru, www.mikogo.it, www.mikogo.es, www.mikogo.jp, www.mikogo.de and www.mikogo.com are operated by Snapview's partner company, cleverbridge AG, Gereonstr. 43-65, 50670 Cologne, Germany, in its own name



and on an entirely independent basis. Consequently, transactions with Cleverbridge are subject to the conditions and declarations of Cleverbridge.

5.2. Upon conclusion of a contract with Cleverbridge, the Customer agrees that the Snapview License Conditions (EULA) and the relevant Snapview product specification shall also apply.

6. Direct Procurement from Snapview, Contractual Term, Termination

6.1. Outside the online shops, the Software license can also be procured directly from Snapview after consulting with Snapview. The Customer can procure a lease license.

6.2. Acceptance of contractual offers by Snapview is only by express declaration or by the sending of a license code by email for access to the Software ordered.

6.3. Lease license.

6.3.1. With the lease license, the Customer acquires, for the duration of the lease relationship, a right of use of the software in accordance with the license conditions (EULA) and the relevant product specification.

6.3.2. The rental fee for the stipulated contractual period must be paid in full in advance and is due upon contract conclusion.

6.3.3. The lease will automatically be renewed at the end of the original concluded contractual period (contractual duration) by an additional lease with the same duration and terms, provided that the contract is not terminated in writing through the receipt of one (1) month written notice submitted before the end of the ongoing contractual period.

7. Use for Free

7.1. Snapview allows its customers to use the Software for free, and to this end makes the client Software and executable file available for downloading under the Snapview license conditions (EULA). The download offers represent offers to conclude an agreement according to these General Terms and Conditions and the Snapview license conditions (EULA), which the Customer accepts by activating the download or starting to use the Software. Snapview does not require access to this declaration of acceptance by the Customer.

7.2. Snapview is entitled to terminate the contractual relationship at any time by suspending the functionality of the Software.

8. LIABILITY FOR DEFECTS

SNAPVIEW IS LIABLE FOR ANY SOFTWARE DEFECTS PURSUANT TO THE LEGAL REGULATIONS WITH THE FOLLOWING RESTRICTION: SNAPVIEW'S NO-FAULT LIABILITY FOR DAMAGE COMPENSATION FOR DEFECTS EXISTING AT THE TIME OF CONTRACT CONCLUSION PURSUANT TO SECTION 536A OF THE GERMAN CIVIL CODE (BGB) SHALL BE EXCLUDED. OTHER BASES FOR LIABILITY SHALL REMAIN UNAFFECTED.

THE RIGHT TO SUBSTITUTE PERFORMANCE IS EXCLUDED. IN ALL OTHER RESPECTS, THE STATUTORY PROVISIONS SHALL APPLY WITH REGARD TO CLAIMS FOR DEFECTS.

9. LIABILITY FOR DAMAGE

9.1. SNAPVIEW'S LIABILITY FOR INFRINGEMENTS OF CONTRACTUAL OBLIGATIONS AND IN TORT IS LIMITED TO WILLFUL INTENT AND GROSS NEGLIGENCE.



9.2. THIS IS NOT APPLICABLE TO INJURY TO LIFE, LIMB OR HEALTH, CLAIMS DUE TO THE BREACH OF CARDINAL OBLIGATIONS OR COMPENSATION FOR DAMAGES DUE TO DELAY (SECTION 286 OF THE GERMAN CIVIL CODE [BGB]). IN THIS RESPECT, SNAPVIEW IS LIABLE FOR EVERY DEGREE OF FAULT. CARDINAL OBLIGATIONS ARE THOSE FUNDAMENTAL RIGHTS AND OBLIGATIONS THAT RESULT FROM THE NATURE OF THE CONTRACT AND WHOSE DAMNIFICATION WOULD ENDANGER THE PURPOSE OF THE CONTRACT AND ON WHOSE ADHERENCE THE CONTRACTUAL PARTIES MAY REGULARLY RELY ON. LIABILITY FOR BREACH OF CARDINAL OBLIGATIONS ON THE BASIS OF ORDINARY NEGLIGENCE IS LIMITED TO FORESEEABLE AND TYPICALLY ARISING DAMAGE.

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9.5. INSOFAR AS LIABILITY FOR DAMAGES IS EXCLUDED OR LIMITED FOR SNAPVIEW, IT IS ALSO APPLICABLE TO PERSONAL LIABILITY FOR DAMAGE COMPENSATION FOR SNAPVIEW EMPLOYEES, REPRESENTATIVES, AND AGENTS.

9.6. LIABILITY UNDER THE GERMAN PRODUCT LIABILITY ACT SHALL REMAIN UNAFFECTED.

10. Customer Obligations and Contractual Penalties

10.1. The Customer must observe the duties arising from the license conditions (EULA). In some instances these duties are subject to a contractual penalty (8.1 of the license conditions).

10.2. In addition the Customer is also under a contractual obligation to observe statutory conditions, and in particular undertakes not to transmit any unlawful content.

11. Fees and Payment Terms

11.1. In principle, advertised and agreed payments are understood as inclusive of VAT at the statutory rate as far as consumers are concerned, and exclusive of VAT at the statutory rate for businesses. For businesses, any customs or other public levies arising are also not included and are to be borne by the business in question.

11.2. Invoices from Snapview must be settled within fourteen (14) days of receipt. Snapview reserves the right to send invoices in electronic form.

12. Overdue Customer Payment

12.1. Should the Customer be late for an invoice payment or should a credit-card or a direct-debit charge fails for reasons for which the Customer is solely responsible (e.g. insufficient funds, incorrect data), Snapview reserves the right to charge punitive damages for processing costs up to an amount of EUR 15. Provision of proof for higher or lower costs shall remain permissible for both sides.

12.2. Should the Customer be over three (3) months overdue in settling an invoice for a contractual period or for an important part thereof, Snapview reserves the right to retain its services unpaid up to that point and to terminate the contract without prior notice after a warning has been issued.



13. Limitation of Snapview Claims

Contrary to section 195 of the German Civil Code (BGB), Snapview's claims to payment expire after five (5) years have elapsed. Section 199 of the German Civil Code (BGB) is applicable from the start of the expiration period.

14. Offsetting

Offsetting rights of the Customer apply only if their claims are the subject of a final and conclusive judgment, or are uncontested, or have been acknowledged by Snapview.

15. Identification of References

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None of the parties is obligated to fulfill contractual obligations in the event of and for the duration of force majeure. The following circumstances shall be particularly considered as force majeure: technical Internet problems that a party cannot control, explosion/fire/flooding beyond the party's reasonable control, war, mutiny, blockade, embargo, or a labor dispute lasting for more than six (6) weeks and which is not caused by the party. Each contracting party must immediately inform the other of such an occurrence in the event of force majeure in written form, insofar as this is possible.

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