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A GENERAL TERMS AND CONDITIONS

1. Provider and Applicability

- 1.1 The provider of the services and the customer's contractual partner is AnyDesk Software GmbH (hereinafter referred to as ANYDESK), Türlenstraße 2, 70191 Stuttgart, (Stuttgart Local Court, HRB 748838).
- 1.2 These Terms and Conditions shall apply to the conclusion of the contract itself as well as to all contractual relationships between ANYDESK and the customer, irrespective of the type and scope of the performance within the scope of current and future business relationships.
- 1.3 The Customer may transfer the rights and obligations under this Agreement to a third party only with the prior and written consent of ANYDESK.
- 1.4 The Terms and Conditions of ANYDESK shall apply exclusively. Any deviating or supplementary terms and conditions of the customer are hereby objected to; they shall only apply after written (Section 126 (1) of the German Civil Code [BGB]) consent by ANYDESK.
- 1.5 Should individual clauses of these Terms and Conditions be invalid in whole or in part, this shall not affect the validity of the remaining clauses. The parties undertake to replace the invalid clause with another clause which comes as close as possible to the economic purpose of the invalid provision and is itself valid. The same applies to loopholes with regard to the purpose of the contract.
- 1.6 The contract language is English.

2. Offer and Subject of Contract

- 2.1 The range of services offered by ANYDESK is aimed exclusively at natural or legal persons or partnerships with legal capacity who, pursuant to Section 14 of the German Civil Code (BGB), act in the exercise of their commercial or self-employed professional activity when concluding a legal transaction (also referred to as "Customer" in these GTC and EGB). The online registration required for this purpose and the conclusion of the order shall be subject to the condition that the Customer is exercising a commercial or self-employed professional activity.
- 2.2 The subject matter of the contract results from these General and Supplementary Terms and Conditions, the supplementary terms and conditions that have priority in the scope of regulation and the Service Level Agreement, the Data Processing Agreement (DPA) as well as from the service descriptions of the respective offers (<https://anydesk.com/en/order>). Any deviating provisions must be in writing.
- 2.3 Ancillary agreements or amendments to the contract require the written consent of ANYDESK in order to be effective.
- 2.4 Unless otherwise expressly agreed in writing, ANYDESK may also use the services of suitable third parties to fulfil its contractual obligations. In this case ANYDESK is liable for these third parties as for its own vicarious agents.

3. Contract Conclusion and Preconditions for Service Performance

- 3.1 A contract for the use of ANYDESK can be concluded both online by completing the order process and on the basis of an individual written offer. In the case of a written offer from ANYDESK to customers, this is deemed confirmed if the services offered are countersigned there without any changes; in this respect,

telecommunication is sufficient to comply with the required written form (Section 127 (2) of the German Civil Code). A separate written order confirmation shall only apply in the event of a clear reference (naming of the offer/order and overall performance). Unless otherwise stated, the respective offer is only valid within two weeks after receipt of the offer. Order confirmations from ANYDESK replace an order from the customer if no objection is made in writing within two weeks; ANYDESK will expressly point out the significance of a failure to object in the order confirmation.

- 3.2 Subject to these terms, ANYDESK will provide you with a non-exclusive, non-transferable and non-sublicensable licence to access and use the Services, as amended from time to time, during the term of the Agreement. By accepting these Terms, signing or initiating a binding order or using the services, a contract is formed based on these Terms and Conditions.
- 3.3 The customer is obliged to register the licence key in the portal <https://my.anydesk.com> or in the application within 14 days of receipt. ANYDESK reserves the right to restrict or block access to the services if the Customer fails to comply with the aforementioned.
- 3.4 Insofar as ANYDESK submits an offer to the Customer, this is deemed to be confirmed if the services offered therein are accepted without changes; unless otherwise stated, the respective offer is only valid until two weeks after receipt of the offer.
- 3.5 The Customer may access an installation manual and a user manual at <https://support.anydesk.com> at any time.

4. Description of Services, Availability and Technical Requirements

- 4.1 Unless expressly stipulated otherwise in the respective offer, ANYDESK shall not be liable for any particular outcome to be achieved by its services
- 4.2 ANYDESK provides the use of the services with the availability and quality values defined in the applicable Service Level Agreement exclusively for chargeable products and Services and subject to the express agreement of a different Service Level. ANYDESK is only responsible for availability to the extent that the non-availability is attributable to the part of the network operated by it or the web or communication server of ANYDESK or the Client itself.
- 4.3 Regular maintenance work is necessary to ensure the availability of all services provided; ANYDESK may interrupt the provision of services for a defined period of time in order to carry out maintenance work. ANYDESK will announce the maintenance work to the Customer at <https://status.anydesk.com>. ANYDESK will, as far as possible, take the interests of the customer into account when scheduling the maintenance times. These regular maintenance times are not deemed to be an impairment of availability in the aforementioned sense.
- 4.4 The trouble-free use of the ANYDESK Software is dependent on the hardware and software of the mobile end devices, routers, data communication devices, etc. used by the User meeting the minimum technical requirements for the use of the software version currently offered, which the User can find in the respective current descriptions of the system requirements (https://support.anydesk.com/Minimum_System_Requirements).
- 4.5 The rollout / installation of the Client Software is the sole responsibility of the Customer. ANYDESK offers to support the Customer in this respect against

payment on the basis of a separate agreement. The Customer can access installation and user instructions at <https://support.anydesk.com> at any time.

- 4.6 The features and functions of the respective licence packages offered are described and listed at <https://anydesk.com/en/order>.

5. Customer's Obligations

- 5.1 The services of ANYDESK may not be misused, in particular no information or content may be transmitted that is illegal or immoral, or the reproduction, provision, publication and use of which violates applicable law, the rights of third parties (e.g. copyright, patent, trademark rights or data protection rights) or agreements with third parties. Furthermore, AnyDesk's services may not be used for unauthorised spying on data without the consent of the authorised owner of an end device. Conversely, the customer is obliged to prevent unauthorised access by third parties to protected data areas by taking suitable precautions. In the event of a culpable breach of the aforementioned provisions, the customer is liable for the resulting damage; the customer is obliged to indemnify ANYDESK against all claims by third parties based on such a breach of contract and to reimburse ANYDESK for the costs it incurs due to possible infringements.
- 5.2 ANYDESK is entitled to immediately block the software functionalities if there is reasonable suspicion that the use is abusive in the sense described in section 5.1 and/or infringes the rights of third parties. A reasonable suspicion of illegality and/or infringement of rights exists in particular if courts, authorities and/or other third parties inform ANYDESK thereof. ANYDESK must notify the customer of the block and the reason for it without delay. The block must be lifted as soon as the suspicion is invalidated.
- 5.3 Insofar as the customer collects, processes or uses personal data within the scope of the use of ANYDESK's services and no statutory permissible circumstance applies, the prior consent of the respective data subject must always be obtained. In this respect, ANYDESK and its vicarious agents shall be indemnified against all claims by third parties based on the customer's unlawful use of the products and the services associated therewith. If the customer recognises or must recognise that such an infringement is imminent, ANYDESK must be informed immediately. If, in addition, ANYDESK is to process special data within the meaning of Art. 9 GDPR, the customer must inform ANYDESK of this in writing without delay.
- 5.4 Personal access data (identification and password) shall comply with current recommendations of the Federal Office for Information Security and may not be disclosed to third parties and shall be kept protected from access by third parties. Insofar as there is reason to suspect that unauthorised persons have gained knowledge of the access data, the customer must change these immediately.
- 5.5 The customer shall be solely responsible for data backups.

6. Usage Rights and Software Integration

- 6.1 The ANYDESK Software provided to the Customer for use under the contract is protected by copyright. ANYDESK is exclusively entitled to commercial exploit this software.
- 6.2 Upon conclusion of the contract, ANYDESK grants the Customer the non-exclusive right of use, limited to the respective contractual term of the offer, to execute or install ANYDESK's client software with the contractually agreed

number of users (named users) as well as on a contractually specified number of end devices, in order to be able to use the software functionalities to an extent described in more detail in the service description in each case and subject to the prerequisites and system compatibilities also stated therein.

- 6.3 Notwithstanding the possibility of registration-free downloads in accordance with the Supplementary Terms and Conditions "AnyDesk Essentials" and "AnyDesk Free", the Customer is not entitled to use the software in any form beyond the use permitted in accordance with this contract or to have it used by third parties or to make it accessible to third parties. A third party shall not be anyone who is a vicarious agent of the Customer and uses the services free of charge, such as employees of the Customer, freelancers within the framework of the contractual relationship, etc. The Customer shall not be entitled to use the software in any form beyond that permitted by this contract or to have it used by third parties or to make it accessible to third parties. In particular, the customer is not permitted to reproduce, process, make publicly accessible or sell the software or parts thereof.
- 6.4 The Customer shall not modify, adapt or decompile the Software, decrypt, reverse engineer or attempt to reconstruct or determine any source code or underlying ideas, algorithms, file formats, programming or interoperability interfaces of the Product or files contained in or created during the use of the Product, or otherwise reduce the Product to a human readable form. Any rights of the customer under Sections 69d (2) and (3) and 69e of the German Copyright Act (Urhebergesetz) shall remain unaffected thereby.
- 6.5 The customer may not circumvent technical measures for the protection of the software or apply or provide processes for their circumvention.
- 6.6 The customer shall bear the costs in accordance with the list prices incurred by the users set up by him and thus authorised. The same shall apply in the event of unauthorised use by other third parties if and to the extent that the customer is responsible for such use.

7. License Audit

- 7.1 ANYDESK reserves the right to analyse the customer's usage behaviour for the purpose of improving product safety and performance, for advertising purposes and for licence verification purposes.
- 7.2 The customer undertakes, at the request of ANYDESK, to permit the audit (verification of compliance with the rights of use of the services provided) as to whether the customer's use of the services is in accordance with the rights granted to the customer under Clause 6, provided that there is a justified interest. A justified interest exists if there is a reasonable suspicion that the Customer has exceeded his right of use. The customer shall be notified by ANYDESK in writing or text form prior to the audit. The date of the audit and the manner in which it is to be carried out shall also be agreed between the Parties in advance. The customer undertakes to assist ANYDESK with the audit and to support ANYDESK in this to a reasonable extent as well as to grant sufficient access to information. In addition, the Customer undertakes to pay any underpaid fees within 30 days of a written request to do so. If payment is not made, ANYDESK is entitled to terminate the contractual relationship without notice. The customer agrees that ANYDESK is not liable for any costs incurred as a result of assisting with an audit. ANYDESK assures the customer that it will protect confidential

information as well as the customer's trade and business secrets within the scope of the licence audit and that it will comply with the applicable rules of data protection.

8. Remuneration and Payment Conditions

- 8.1 Unless otherwise agreed, remuneration is based on ANYDESK's price list <https://anydesk.com/en/order> valid at the time the contract is concluded. Objections to the invoicing of the services provided by ANYDESK must be raised by the Customer in writing to the office indicated on the invoice within a period of four weeks after receipt of the invoice. After expiry of the aforementioned period, the invoice is deemed to have been approved by the customer. ANYDESK will specifically draw the customer's attention to the significance of his conduct when sending the invoice. The customer is responsible for providing ANYDESK with complete and correct billing and contact information and for informing ANYDESK of any changes to this information.
- 8.2 The amounts payable for the use of ANYDESK's services shall be invoiced in each case in accordance with the payment procedure relevant to the order. Unless otherwise stated herein, invoices are due within 30 days without deduction.
- 8.3 If a payment date has not been agreed, the occurrence of default shall be governed by the statutory provisions. Remuneration and ancillary costs are always net prices plus legally applicable taxes and duties.
- 8.4 The payment obligation is based on the services purchased and not on the actual use of the services.
- 8.5 The number of end-devices as well as the number of authorised users (named users) for which the services are purchased cannot be reduced during the current term of the contract.
- 8.6 The customer shall only be entitled to a right of set-off if his counterclaim has been legally established or is undisputed. The customer shall only be entitled to assert a right of retention due to counterclaims arising from this contractual relationship.

9. Default

- 9.1 In the event of a not insignificant delay in payment, ANYDESK is entitled to suspend the services at the customer's expense. In addition, ANYDESK reserves the right to make future extensions of the services dependent on shorter payment periods than those specified in clause 8.2.
- 9.2 If the customer defaults on payment of an amount equal to the monthly base price for two months in a period extending over more than two months, ANYDESK may terminate the contractual relationship without observing a notice period.
- 9.3 ANYDESK reserves the right to assert further claims due to default in payment.
- 9.4 ANYDESK will not exercise its rights regarding a delay in payment and suspension of performance if overdue payments are the subject of a settlement attempt between the parties and the customer cooperates with ANYDESK.

10. Warranties

- 10.1 According to the current state of the art, data communication via the Internet or WLAN cannot be guaranteed to be completely secure, error-free and/or available at all times. ANYDESK therefore fundamentally does not guarantee the

- availability of its service at all times or accept liability for any disappointed trust of the user in its error-free function.
- 10.2 Technical data, specifications and performance information in public statements, in particular in advertising material, are not quality information. The functionality of the software shall initially be determined by the contents of the respective service description and any supplementary agreements made in this respect. In addition, the software must be suitable for the use assumed under this contract and otherwise have a quality that is customary for software of the same type.
- 10.3 The software shall be provided to the customer and maintained in a condition suitable for use in accordance with the contract. The obligation to maintain does not include the adaptation of the software to changed conditions of use and technical and functional developments, such as changes to the IT environment, in particular changes to the hardware or the operating system, adaptation to the functional scope of competing products or establishing compatibility with new data formats.
- 10.4 No-fault liability for damages for defects present at the point of contract conclusion is excluded.
- 10.5 The Customer shall assist ANYDESK in identifying and remedying defects.
- 10.6 In the event of material defects in standard software supplied by third parties and in the event of performance assistance by third parties, ANYDESK is entitled to assign to the Customer, with discharge of debt, corresponding claims against suppliers, the manufacturer or other third parties for the purpose of rectification or replacement delivery, unless this is unreasonable for the Customer. The above also applies if ANYDESK has adapted, configured or otherwise modified the software or hardware for the customer's needs, unless the material defect was caused by ANYDESK's own performance.
- 10.7 The customer must notify ANYDESK of defects without delay. Claims for defects are subject to a limitation period of one year. The Customer shall inform ANYDESK of defects without undue delay. Warranty claims shall lapse after one year.

11. Liability

- 11.1 ANYDESK shall be liable without limitation in the event of intent or gross negligence as well as in the absence of a guaranteed characteristic for all damages attributable thereto. In the event of slight negligence, ANYDESK shall be liable without limitation in the event of injury to life, limb and health. In other respects, ANYDESK is only liable for slight negligence if an obligation is breached, the fulfilment of which is a prerequisite for the proper execution of the contract, the breach of which jeopardises the achievement of the purpose of the contract and the observance of which the customer can regularly rely on (so-called cardinal obligation). In the event of a breach of a cardinal obligation, liability shall be limited to the foreseeable damage typical for the contract. This also applies to lost profit and missed savings. Liability for other remote consequential harm caused by a defect is excluded.
- 11.2 ANYDESK's strict liability for damages (Section 536a BGB) for defects existing at the time of conclusion of the contract is excluded. No-fault liability of ANYDESK for damages (Section 536a BGB) for defects present at the time of contract conclusion is excluded.

- 11.3 Liability for all other damages is excluded. This applies in particular to data losses or hardware disruptions caused by incompatibility of the components existing on the Customer's end devices or IT systems with the new hardware and software or the hardware and software to be changed and for system disruptions that may arise due to existing misconfigurations or older, disruptive drivers that have not been completely removed. This also applies in particular to data losses caused by the customer's failure to carry out data backups himself and thereby ensure that lost data can be restored with reasonable effort.
- 11.4 Liability under the provisions of the Product Liability Act remains unaffected. Liability in accordance with the provisions of the German Product Liability Act is unaffected.

12. Data Protection

- 12.1 ANYDESK processes the Customer's personal data in accordance with the data protection provisions of the German Federal Data Protection Act ("BDSG") in the version applicable as of 25 May 2018 and Regulation (EU) 2016/679 (General Data Protection Regulation - "GDPR").
- 12.2 Information and notices on the processing of personal data when using the services of ANYDESK and on the rights of the Customer in relation to this processing can be found in the data protection notices of ANYDESK at <https://anydesk.com/en/privacy>.
- 12.3 Before using the contractual services, the Customer undertakes to check whether personal data is processed on behalf of the Customer as a controller within the meaning of Article 4 No. 7 of the German Data Protection Regulation (GDPR).
- 12.4 In case, personal data is being processed on behalf of the Customer as a controller within the meaning of Article 4 No. 7 of the GDPR while using the contractual services of ANYDESK, the provisions of the agreement on the processing of personal data (DPA) shall apply in accordance with Article 28 (3) of the GDPR.

13. Updates, Support and Maintenance

- 13.1 ANYDESK shall offer the Customer support and maintenance exclusively for products and services subject to a charge in accordance with the applicable Service Level Agreement.
- 13.2 The expansion of the scope of functionality through updates may be reserved for certain licence types (offer variants).
- 13.3 The Customer undertakes to always have a supported version of the ANYDESK Software in use and to schedule updates and upgrades accordingly. ANYDESK further reserves the right to deactivate software versions that are no longer current at any time after an update and to discontinue support for them. The deactivation will be displayed online at least six weeks in advance when the client software is called up.

14. Amendments to the Terms and Conditions, Service Specifications and Prices

- 14.1 If ANYDESK intends to change these General and Supplementary Terms and Conditions or the prices, the customer will be notified at least four weeks before the intended validity of the respective amendments. If the Customer rejects the intended changes, the contractual relationship shall continue under the previous

conditions. In the event that the continuation is only possible for ANYDESK with disproportionately high effort or disproportionately high costs, ANYDESK is entitled to a special right of termination with a notice period of three months from the time the changes take effect. The same applies in the event that safety-relevant changes to the services or mandatory statutory provisions prevent a continuation of the contractual relationship under the previous conditions. Any advance payments shall be refunded accordingly on a pro rata basis. If the customer does not give written notice of termination within four weeks after receipt of the notice of change, the changes shall become part of the contract at the time they take effect. ANYDESK shall expressly draw the customer's attention to this consequence in the notification of change.

- 14.2 ANYDESK further reserves the right to deactivate software versions that are no longer current at any time after an update and to discontinue support for them. The deactivation will be displayed online at least six weeks beforehand when the client software is called up.
- 14.3 ANYDESK is entitled to use the name and logo of the customer as a reference. The Customer may revoke this consent at any time. A simple note, e.g. by e-mail, is sufficient.

15. Contract Term and Termination

- 15.1 Unless expressly agreed otherwise, the following provisions shall apply with regard to the contract terms and notice periods for termination :
- 15.2 Insofar as the offer pursuant to section 2.2 of these GTC refers to the validity of a minimum contract term, this shall be 12 months and, subject to other agreements, shall commence with the notification of the operational provision of the access to the customer. The contractual relationship may be terminated in writing by either contracting party with three months' notice at the earliest at the end of the minimum contract term. If no notice of termination is given, the term of the contract shall be extended by one year in each case and may be terminated by either contracting party with three months' notice to the end of the respective extension period. The mere change in the number of users shall not affect the term of the contract.
- 15.3 The aforementioned dates and periods shall also apply to partial terminations of services, such as changes in the terminal equipment used. The above terms and deadlines shall also apply to terminations of parts of services, e.g. a change in the number of users.
- 15.4 The right to terminate for good cause remains unaffected. This shall not affect the right to terminate the contract for good cause.
- 15.5 Notice of termination may be given in writing by letter or via the customer portal <https://my.anydesk.com>.

16. Miscellaneous Provisions

- 16.1 The entire commercial relationship between ANYDESK and the Customer shall be governed by the law of the Federal Republic of Germany, to the exclusion of UN law on the sale of goods.
- 16.2 The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is the registered office of ANYDESK in Stuttgart, provided that the customer is a merchant (Kaufmann) or a legal entity under public law or has no general place of jurisdiction in the territory of the Federal

Republic of Germany. ANYDESK is also entitled to take legal action at any other place of jurisdiction provided for by law.

B Supplementary Terms "AnyDesk Essentials" and „AnyDesk Free“

1. Order of Precedence

The services offered under "AnyDesk Essentials" and "AnyDesk Free" are subject to the following Supplementary Terms and Conditions, which take precedence over the above General Terms and Conditions (lit. A), which otherwise apply:

2. Preconditions and Subject of Service Provision

- 2.1 The ANYDESK "Essentials" and "AnyDesk Free" offer are aimed (addressed) at both consumers in accordance with Section 13 BGB (German Civil Code) and entrepreneurs in accordance with Section 14 BGB.
- 2.2 The use of the software or the service of ANYDESK only requires the acceptance of the validity of the General and Supplementary Terms and Conditions.
- 2.3 ANYDESK makes its software available on its website for download or via <https://go.anydesk.com> for the use of the service offered. The Customer may use the software functionalities to the extent described in more detail in the respective service description and subject to the prerequisites and system compatibilities also stated therein.
- 2.4 The download of the software, any updates provided and the use of its functionalities are free of charge. However, the customer has no legal claim to the free service described in Clause 2.1. ANYDESK does not guarantee a specific scope of services and reserves the right to change or discontinue the service described in Clause 2.3 at any time and without giving reasons.

3. Amendments to the Terms and Conditions, Service Specifications and Prices

If the customer rejects the intended changes to the General or Supplementary Terms and Conditions in accordance with clause A14.1 of the General Terms and Conditions, use shall end on the date specified for the changes to take effect. ANYDESK shall expressly draw the customer's attention to this consequence in the notice of amendment.

C Supplementary Terms "on-premises"

1. Order of Precedence

The "On-Premises" Services are subject to the following supplementary terms and conditions, which take precedence over the above General Terms and Conditions (lit. A), which otherwise apply.

2. Preconditions and Subject of Service Provision

- 2.1 The use of the ANYDESK Services in the provision variant "on-premises" in the Customer's own company network shall require the provision of the ANYDESK server software for installation on one or more servers of the Customer in accordance with the individual provisions of the written offer. In accordance with the licensing (scope of functions, number of users and registered end devices), the respective users of the Customer establish a connection with the aforementioned server of the Customer in the company's own network when using the ANYDESK software.
- 2.2 The functional scope of the service is described in more detail in the service description in each case and is to be used subject to the prerequisites and system compatibilities also stated therein.

3. Special Obligations of the Customer

- 3.1 It is an essential contractual obligation of the Customer to provide ANYDESK in a timely manner with all information or data available to it which is necessary or relevant for the respective provision of the service and to inform ANYDESK immediately of all events and circumstances relevant to the contract (e.g. disruptions or misuse, changes in the Customer's network or software environment). This also applies in particular to documents, processes and circumstances that only become known after ANYDESK has started to provide the service.
- 3.2 The Customer is responsible for establishing a data connection between the end devices intended for use by the Customer and the Customer's own communications server.
- 3.3 Insofar as the Customer provides its own communications server in accordance with Clause B2.2, the maintenance of the operating system shall be the sole responsibility of the Customer, unless otherwise agreed in writing.
- 3.4 During necessary test runs, the customer shall assign competent employees for this purpose who are authorised to judge and decide on defects, function extensions, function cuts as well as changes to the programme structure. If necessary, other work with connected systems shall be stopped during the time of the maintenance work.

4. Rights of Use and Software Integration

- 4.1 The server software used by ANYDESK in accordance with the respective provisions of the written offer for the provision of a communication server in the customer's company network is protected by copyright and may only be used by the customer for the purpose described in the offer; the server software may not be reproduced, distributed or made accessible to third parties in any other form.
- 4.2 The customer shall further not modify, adapt or decompile, decrypt, reverse engineer or attempt to reconstruct or determine any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the product or files contained in or created during the use of the product or otherwise reduce the product to a human readable form. This shall not affect any rights of the customer under Sections 69d (2) and (3) and 69e of the German Copyright Act (Urhebergesetz).

- 4.3 The customer may not circumvent technical measures for the protection of the software or have a procedure used or made available to circumvent such measures.
- 4.4 Section A.6. of the General Terms and Conditions shall apply to the client software provided in accordance with the contract.