

License Conditions (EULA)

1. Application

1.1 These license conditions apply between BeamYourScreen GmbH, Mannheim, Germany and any physical person or legal entity that procures and/or uses the BeamYourScreen 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 BeamYourScreen upon conclusion of the purchase agreement 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, BeamYourScreen 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 purchase or lease agreement (except in the event of private or non-commercial 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 d 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. BeamYourScreen is a registered trademark of BeamYourScreen GmbH, Mannheim, Germany (hereinafter referred to as BeamYourScreen).

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 BeamYourScreen, 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 BeamYourScreen system.

4. Licensed Product

4.1. The Customer shall receive authorization (in the event that the product is leased, 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. Concluding a license acquisition results in the following specification options concerning the usage rights of software. Usage rights shall only be granted for the individuals determined as follows. For a single user license, the usage authorization only extends to a 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. Shared user license specifications entitle usage authorization for the Customer and any number of permanent employees in the Customer's company. The number of sessions that may be held simultaneously depends on the stipulated capacity of the shared user license. The aforementioned specifications (single user license and shared user license) may continue to be selected in different product versions. The product version determines the maximum possible number of receiving Participants for a session and the available features in the software.

4.3. For a single user license, the client software may be installed on up to three (3) Customer computers. For shared user license, the client software may be installed on all Customer computers. Individuals from companies that are connected 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, BeamYourScreen shall grant this to them for free. If a license is purchased ("Lifetime License"), the above stated rate will be warranted for a period of ten years from the date of purchase. BeamYourScreen will also make all reasonable efforts after that period to ensure a continuing high availability rate.

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 BeamYourScreen 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 BeamYourScreen.

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 BeamYourScreen websites, where the client software and the executable file (both in object code only) are also available for downloading.

4.9. The holder of a purchase license does not have any right to procure function-extending software updates and upgrades.

5. Private Non-Commercial Use for Free

Exclusively for private and non-commercial purposes, the Customer is permitted to use the software to a reduced extent for free and thus to lead Sessions. Such a Customer has the option of setting up a user account (including under a pseudonym) in order to obtain further functions. For the receiving Participant, use is always for free. BeamYourScreen reserves the right to terminate such use for free at any time, or to modify or suspend functionality.

6. LIABILITY FOR DEFECTS

BEAMYOURSCREEN 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.

7. LIABILITY FOR DAMAGES

7.1. BEAMYOURSCREEN'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, BEAMYOURSCREEN 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 PRIVATE AND NON-COMMERCIAL USE OF THE SOFTWARE FOR FREE, BEAMYOURSCREEN IS LIABLE FOR DAMAGE ARISING AS A RESULT OF A SOFTWARE DEFECT ONLY IF THE DEFECT IN QUESTION HAS BEEN DELIBERATELY CONCEALED BY BEAMYOURSCREEN.

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 BEAMYOURSCREEN, THIS APPLIES ALSO IN RESPECT OF PERSONAL LIABILITY FOR DAMAGE COMPENSATION FOR BEAMYOURSCREEN 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 BeamYourScreen a contractual penalty sum of EUR 35,000 (in words: thirty-five thousand).

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

8.3 The Customer holding a lease or purchase 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 BeamYourScreen for the client software and the executable file.

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

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

8.10 The Customer must delete all BeamYourScreen 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), BeamYourScreen'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 BeamYourScreen.

10. Reference Listing

BeamYourScreen shall be granted the right to identify the Customer who is not a consumer as a reference Customer for the purpose of advertising BeamYourScreen 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 BeamYourScreen

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

12. Data Protection

Both BeamYourScreen 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 BeamYourScreen.

13. Agents

BeamYourScreen 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 BeamYourScreen or a third party must be provided in writing; this shall not apply to the cases envisaged in section 312 d 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.

General Terms and Conditions

1. Scope of Application

These General Terms and Conditions apply to all contracts of BeamYourScreen GmbH, Mannheim, Germany (hereinafter referred to as BeamYourScreen) 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 BeamYourScreen provides services in the knowledge of contrary or differing Customer General Terms and Conditions. For contracts with BeamYourScreen, the BeamYourScreen License Conditions (EULA) and BeamYourScreen 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 BeamYourScreen

The software products of BeamYourScreen for online collaboration (hereinafter referred to as Software) are distributed or provided for use exclusively in accordance with the BeamYourScreen License Conditions (EULA) and the relevant BeamYourScreen product specifications. BeamYourScreen is a registered trademark of BeamYourScreen 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 BeamYourScreen is Mannheim, Germany. Statutory regulations concerning places of jurisdiction are not affected.

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

4.3. BeamYourScreen 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 BeamYourScreen or a third party must be provided in writing; this shall not apply to the cases envisaged in section 312 d of the German Civil Code (BGB) (consumer revocation pursuant to point 11).

5. Online Shops

5.1. BeamYourScreen operates online shops at www.beamyourscreen.de, www.beamyourscreen.fr, www.beamyourscreen.pl and www.beamyourscreen.com (under "Buy" on those sites) through its partner company Cleverbridge AG, Brabanter Str. 2-4, 50674 Cologne, Germany. In the context of the online shops, Cleverbridge AG sells and leases software licenses of BeamYourScreen in its own name and on an entirely independent basis.

5.2. Upon conclusion of the lease or purchase contract with Cleverbridge, the Customer further agrees with BeamYourScreen that the BeamYourScreen License Conditions (EULA) and the relevant BeamYourScreen product specification shall also apply.

6. Direct Procurement from BeamYourScreen, Contractual Term, Termination

6.1. Outside the online shops, the Software license can also be procured directly from BeamYourScreen. The Customer can procure a lease license or a purchase license, according to their choice.

6.2. Orders placed by the Customer outside the online shops (e.g. by post, fax or telephone) for the procurement of the Software in return for payment represent contractual offers that are binding on the Customer. Acceptance of such contractual offers by BeamYourScreen 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.

6.4. Purchase license

6.4.1. With the purchase license ("Lifetime License"), the Customer acquires a right of use of the Software in accordance with the license conditions (EULA) and the relevant product specification.

6.4.2. The agreed payment is due in full upon conclusion of the contract.

6.5. In the event of procurement in return for payment, access to the use of the Software will be made available to the Customer at the latest within one day of conclusion of the contract, by the sending of an access code by email.

7. Private Non-Commercial Use for Free

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

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

8. LIABILITY FOR DEFECTS

BEAMYOURSCREEN IS LIABLE FOR ANY SOFTWARE DEFECTS PURSUANT TO THE LEGAL REGULATIONS WITH THE FOLLOWING RESTRICTION: BEAMYOURSCREEN'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.

9. LIABILITY FOR DAMAGE

9.1. BEAMYOURSCREEN'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, BEAMYOURSCREEN 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.

9.3. IN ADDITION, IN THE EVENT OF PRIVATE AND NON-COMMERCIAL USE OF THE SOFTWARE FOR FREE, BEAMYOURSCREEN IS LIABLE FOR DAMAGE ARISING AS A RESULT OF A SOFTWARE DEFECT ONLY IF THE DEFECT IN QUESTION HAS BEEN DELIBERATELY CONCEALED BY BEAMYOURSCREEN.

9.4. 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.

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

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

10. Corporate Customers

Customers who have concluded the contract with BeamYourScreen in the exercise of an entrepreneurial, independent, commercial activity (on either a freelance or a commercial basis), and are therefore not consumers as envisaged in section 13 of the German Civil Code (BGB), are not accorded any right of revocation pursuant to point 11.

11. Instruction on Right of Revocation

Right of Revocation

The contractual declaration of the Customer can be revoked in writing (e.g. letter, fax, e-mail) within 14 days without indication of reason or – if the item has been handed over to the Customer before this period has expired – by returning the item in addition. The period begins upon receipt of this instruction in writing, but not before the recipient receives the goods (not prior to receipt of the initial partial delivery for a recurring delivery of similar goods) nor (in the context of the provision of services) prior to conclusion of the contract and also not prior to fulfillment of BeamYourScreen's duty to provide information pursuant to Article 246 section 2 in conjunction with section 1 (1) and (2) of the Introductory Act to the Civil Code [EGBGB], and also not prior to fulfillment of the duties of BeamYourScreen to provide information pursuant to section 312 g (1) clause 1 of the German Civil Code (BGB) in conjunction with Article 246 section 3 of the Introductory Act to the Civil Code [EGBGB]. The revocation period shall be deemed to have been observed if notification of revocation is sent within the specified period. Revocation is to be addressed to BeamYourScreen GmbH, R 3, 4-5, 68161 Mannheim, Germany.

Consequences of Revocation

In the event of valid revocation, each party shall refund the services received and release any drawn benefits (e.g. interest) if applicable.

If the Customer is not able or is only partially able to return or surrender the service received and uses (e.g. benefits of use) to BeamYourScreen, or is only able to do so with the items in question in a deteriorated condition, they must reimburse the value to BeamYourScreen to that extent. In the context of the provision of services, this can have the result that the Customer must nevertheless fulfill their contractual payment obligations for a period of time up to revocation. The Customer is not obliged to compensate for any deterioration in value or for deterioration caused by the intended use of the object. The Customer only has to reimburse the value in respect of use made by them if they have used the goods in a manner that goes beyond the verification of the characteristics and the functioning method. "Verification of the characteristics and the functioning method" is understood as the testing and sampling of the item in question, such as is possible and customary in a shop. Items that can be

dispatched in a package are to be returned at BeamYourScreen's cost and risk. Items that cannot be dispatched in a package will be collected from the Customer. Obligations to reimburse payments must be fulfilled within 30 days. For the Customer, this period begins when their revocation request is sent; for BeamYourScreen, it begins upon the receipt thereof.

End of instruction on right of revocation.

12. Customer Obligations and Contractual Penalties

12.1. 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).

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

13. Fees and Payment Terms

13.1. 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.

13.2. Invoices from BeamYourScreen must be settled within fourteen (14) days of receipt. BeamYourScreen reserves the right to send invoices uniquely in electronic form accompanied by a certified electronic signature.

14. Overdue Customer Payment

14.1. 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), BeamYourScreen 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.

14.2. Should the Customer be over three (3) months overdue in settling an invoice for a contractual period or for an important part thereof, BeamYourScreen 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.

15. Limitation of BeamYourScreen Claims

Contrary to section 195 of the German Civil Code (BGB), BeamYourScreen'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.

16. 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 BeamYourScreen.

17. Identification of References

BeamYourScreen shall be granted the right to identify the Customer who is not a consumer as a reference customer for the purpose of advertising BeamYourScreen Software by providing their company name, brand or company logo as well as its 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.

18. Infringement When Using BeamYourScreen

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

19. Data Protection

Both BeamYourScreen 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 BeamYourScreen.

20. Agents

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

21. Force Majeure

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.

Data Protection Declaration

Data Protection

Your right to confidential treatment of your data and the requirements of the laws on the protection of personal data are regarded as a strict obligation at BeamYourScreen, which places all employees concerned with the processing of personal data under an obligation to maintain data secrecy pursuant to section 5 of the German Federal Data Protection Act [BDSG]. The following declaration indicates what this means in detail:

Visitor Data

When visiting a BeamYourScreen page, the user's computer IP address, browser and operating system, our visited page and pages previously visited on that computer, date and time, data volume sent, and technical status information are automatically recorded, saved, and made anonymous ("visitor data"). A personal user profile is not created.

Data is only collected for statistical purposes to improve the performance and user-friendliness of our website and products, as well as to increase the effectiveness of our marketing and advertising efforts. One of the tools we use for this analysis is Google Analytics, a web analytics service provided by Google Inc. ("Google"). It uses small text files, or "cookies," that save your visitor data onto your computer when you visit our website. These cookies are automatically sent for analysis to Google Inc.'s server in the U.S.A. and are saved there. Google then creates reports on the use of BeamYourScreen pages for BeamYourScreen. Google will never use your IP address to collect any other known data that falls under this category. BeamYourScreen also uses cookies during user account login to accelerate technical processes.

You may disable cookie storage on your computer by modifying your browser settings; however, this may impair website functionality in certain cases.

Customer Data/Inventory Data

The information provided by you on the occasion of an inquiry or a product order (in return for payment or for free in the case of test versions) to BeamYourScreen will be stored solely for the purpose of processing the inquiry or order. For queries, this includes your name, e-mail address, and telephone number (in certain cases); for orders, this includes the customer's name, name of the customer's authorized employee (if applicable), e-mail address, phone number, mailing address, company name (if applicable), sales tax ID (if applicable), credit card data, and bank account details. This information will be recorded, saved, and only used for processing the query or order.

Online Shops

The online shops of BeamYourScreen at www.beamyourscreen.de, www.beamyourscreen.fr, www.beamyourscreen.pl and www.beamyourscreen.com are operated by BeamYourScreen's partner company, Cleverbridge AG, Brabanter Str. 2-4, 50674 Cologne, Germany, in its own name and on an entirely independent basis. Consequently, transactions with Cleverbridge are additionally subject to the conditions and declarations of Cleverbridge concerning contractual obligations and data protection. BeamYourScreen receives from Cleverbridge the data that customers provide to Cleverbridge upon conclusion of contract or that arise in that context (with the exception of bank details). This data is also stored by BeamYourScreen for the purpose of maintaining license right relationships, similarly in electronic form. The data in question are as follows: first name and last name, company name, address, date and time of conclusion of contract, date and time of sending of license code, details of the product purchased, VAT ID number, email address, telephone number, fax number, payment method and payment status.

Use of Software, Data on Use

In the context of the mandatory setting up of the user account for the purchase and lease licenses, the following data are requested and electronically stored: name, company name and address of the Customer, first name and last name of the authorized user for the software, email address, and password.

In the context of the voluntary setting up of a user account for the private and non-commercial use of the Software for free, the following are electronically stored: first name and last name (pseudonyms may be used), email address, password.

In the context of the use of the Software (session) by a Customer who has set up a user account, the following are also stored for the provision of the functions associated with the user account: start- and end-times of sessions, IP addresses and display names of session participants (i.e. the sending Customers of BeamYourScreen and their respective receiving Participants), time of entry and exit of participants in sessions and version number of the client's software. The data referred to in this article ("Use of Software") are also absolutely necessary for the purpose of the planning of Software and server resources. It is not possible for BeamYourScreen to identify Participants from their IP addresses, neither will BeamYourScreen make any effort to do so. The data are also used for the purpose of protecting server services from abuse, and also for providing necessary customer services.

Newsletter

In the context of subscription to the Newsletter, your name (pseudonyms may also be given by the Customer) and email address are stored exclusively in order to provide you with information and news about our products by email.

Identification of References

BeamYourScreen is contractually authorized to identify the name, company name, company logo and brand of its Customers who are not consumers as reference customers, for the purposes of advertising its products (e.g. on the website and in printed advertising materials). This data shall not be published or used in any further way. You may revoke your consent of use for the future at any time.

Blocking and Deletion of Data

Once they are no longer needed for the performance and fulfillment of all contractual purposes, the above-mentioned Customer data and historical data will be deleted by BeamYourScreen after the contractual and statutory preservation periods have elapsed.

Once they are no longer needed for purposes of resource planning or the provision of resources to the Customer, the aforementioned data on use arising in the context of the use of the Software will be blocked and deleted after the contractual and statutory preservation periods have elapsed.

Right of Revocation

You can revoke your agreement to the storage and use of your data for the above-mentioned purposes of market research and self-promotion, or to the sending of the Newsletter, or to the use of your name as a reference by BeamYourScreen, at any time by sending a message to privacy@BeamYourScreen.com or BeamYourScreen GmbH, R 3, 4-5, 68161 Mannheim, Germany.

Information Access Rights

You may request information regarding your saved personal data, its origin, potential data recipients, and storage purposes free of charge and at any time by writing to privacy@BeamYourScreen.com or BeamYourScreen GmbH, R 3, 4- 5, 68161 Mannheim, Germany.