

GENERAL TERMS & CONDITIONS
FOR USE OF THE REMOTE SERVICE VIA TEAMVIEWER
MAY 6, 2011

1. ABOUT TEAMVIEWER

1.1 With MATRIX VISION's tool "TeamViewer" and within the context of the particular consulting/installation/session, the customer has the possibility to allow a technician full access to the data of his system. For protection of our customers, a new password will be generated and used for each session. The connection will be established via internet.

2. ACCESS TO SERVICES

2.1 The service will be rendered in combination with the particular customer order. For this reason, the remote service is an additional service and requires no extra payment.

2.2 The remote service via software "TeamViewer" is provided within our business hours Monday – Thursday 9:00 a.m. to 5:00 p.m. CET and Friday 9:00 a.m. to 3:00 p.m. CET.

3. LIMITATION OF LIABILITY

3.1 The MATRIX VISION GmbH is liable only for the intent and gross negligence, also for its legal representatives and executive staff. For **simple negligence**, the MATRIX VISION GmbH is only liable, as far as duty is infringed, whose compliance is for the attainment of the contract use for especial importance (cardinal obligation). In the case of violation of a cardinal obligation, the liability amount is limited to the fore-seeable damage excluding lost profit.

3.2 Insofar as the MATRIX VISION GmbH is liable for **loss of data** according to this regulation, the liability is limited to the typical recovery expense arising from restoration from backups made at regularly scheduled intervals in accordance with the risk involved.

3.3 As far as the software "TeamViewer" allows the access to other websites, the MATRIX VISION GmbH is not liable for the content contained therein and does not promote them. A liability from the MATRIX VISION GmbH towards the customer is excluded in such cases.

5. CANCELLATION & CHANGES

5.1 Alterations to these conditions must be made in writing.

5.2. Should individual clauses of this terms and conditions be or become invalid, either in part or in full, the validity of the remaining provisions is not affected by this.

6. JURISDICTION

6.1 The terms and conditions apply to the laws of the Federal Republic of Germany.

6.2 The place of jurisdiction for all disputes arising from this contract is Stuttgart, Germany.

This is a translation – only German version is legally binding!