

Terms of participation

By participating in the NETVIEWER finder's fee program, you acknowledge the following terms of participation:

§1 Object

This agreement regulates the acknowledgement and compensation of the finder's mediation efforts with regards to NETVIEWER software.

The finder is not authorised to transact sales in the name of NETVIEWER GmbH. Contracts will be concluded between NETVIEWER GmbH and the third party (licencee).

§2 Announcing sales leads

To be awarded a mediation commission, the finder must announce the sales lead in writing to Netviewer before the respective party orders the licence. Netviewer will acknowledge the sales lead in writing if the respective party has not already been announced through another commission-related program of Netviewer GmbH, has not already initiated contact with Netviewer themselves, or if no other important reason prevents acknowledgement.

A sales lead must contain the following information:

- contact person with
 - address
 - organisational unit (company, department, area)
 - telephone number
 - e-mail address
- brief description of potential need, in other words:
 - potential area of usage, such as support, sales, daily business.

Netviewer retains the right to reject sales leads that have incomplete information. In cases of larger customers and companies, only the sales lead's respective local organisational unit (such as department, area) can be attributed to the finder.

Unless agreed otherwise in writing, Netviewer will take over responsibility for closing the sale with the lead. Unless agreed otherwise, Netviewer will contact the sales lead immediately. At the finder's request, Netviewer will inform the finder of the status of its efforts to close the sale.

With Netviewer's acknowledgement of the lead announcement, the finder receives commission entitlement according to §3 of this agreement.

§3 Compensation

If the finder's mediation efforts lead to the sale of one or more licences for Netviewer software, the finder will receive a mediation commission equal to 15% of the net licence price. A sales lead that purchases at least one licence will be referred to in the following as a licensee.

The basis for calculating the commission will be the final price for the software licence only. Test installations and expenditures on behalf of Netviewer related to installation or

adaptation of the software to special customer requirements will not be subject to commission. If a service contract is concluded between Netviewer and the licensee, this will also not be subject to commission.

If, instead of the sale of a licence, a leasing contract is concluded with the sales lead, commission will be paid proportionately for the respectively invoiced lease time period.

The mediation commission for the finder is limited to no more than € 20,000.00 per sales lead, regardless of whether the sales lead may result in a higher licencing or leasing sum.

The finder's commission entitlement is valid for six months from the date the sales lead was announced (to the extent the lead was confirmed by Netviewer). This time period can be extended if the finder can prove that he has performed additional sales efforts with this customer in relation to Netviewer software.

The finder has no commission entitlement that may result from mediation performed by the licensee (no "commission on commission").

Netviewer will pay the mediation commission to the finder no later than 28 days after receipt of the full invoice amount from the licensee.

Netviewer will not reimburse the finder for out-of-pocket expenses, accommodations, traveling, mileage, or any other expenses.

Leads whose headquarters are outside of Germany will be subject to Netviewer's respective commission rates for that country.

§4 Validity or amendment of this agreement

Any changes to the terms of participation will be announced to the customer on the Netviewer web site. The respectively valid terms of participation will be confirmed when a lead is announced.

Changes to the terms of participation will be considered valid if the finder does not object in writing or through the agreed electronic means. The finder must send his objection to Netviewer within six weeks after announcement of the changes.

Netviewer can exclude a participant if the participant violates the terms of participation or in cases of apparent abuse. Netviewer retains the right to change the program or end it with advance notice of six weeks. Changes and termination of the program will be announced on the Netviewer web site. In individual cases, this may also occur in writing or via e-mail.

§5 Non-disclosure

Both contractual partners are obligated to handle in a strictly confidential manner all information provided to them by the respective other contractual partner within the framework of this agreement and to not forward this information to any third party to the extent that the information is not generally accessible or the contractual partner has not received the information from a third party without violation of non-disclosure obligations.

Non-disclosure obligations remain in effect without limitation even after termination of this agreement.

§6 Final clauses

If individual stipulations of this agreement are or become invalid or void, this will not affect the validity of the remaining regulations. The parties will be obligated insofar to replace the invalid or void stipulation with a regulation that most closely approximates the remaining content of the contract and corresponds, also from a financial point of view, to the original intent and purpose of the contract.