Copyright

Copyright © 2007-2015 TeamSpeak Systems GmbH. All rights reserved. TeamSpeak Systems GmbH Soiernstrasse 1 82494 Krün Germany Visit TeamSpeak-Systems on the web at www.teamspeak.com [http://www.teamspeak.com]

License agreement

TeamSpeak 3 SDK February 27th, 2015

THIS IS A LEGAL AGREEMENT between "you," the company or end user of TeamSpeak 3 software, and TeamSpeak Systems GmbH, a Krün, Germany company hereafter referred to as "TeamSpeak Systems".

Use of the software you are about to install indicates your acceptance of these terms. As used in this Agreement, the capitalized term "Software" means the TeamSpeak 3 voice over IP (VoIP) communication software as either standalone software or as a part of the TeamSpeak 3 software development kit together with any and all enhancements, upgrades, and updates that may be provided to you in the future by TeamSpeak Systems. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD SO INDICATE BY CONTACTING TEAMSPEAK SYSTEMS AND PROMPTLY DISCONTINUE THE INSTALLATION PROCESS AND USE OF THIS SOFTWARE.

Ownership

The Software and any accompanying documentation are owned by TeamSpeak Systems and ownership of the Software shall at all times remain with TeamSpeak Systems. Copies are provided to you only to allow you to exercise your rights under this Agreement. This Agreement does not constitute a sale of the Software or any accompanying documentation, or any portion thereof. Without limiting the generality of the foregoing, you do not receive any rights to any patents, copyrights, trade secrets, trademarks or other intellectual property rights relating to or in the Software or any accompanying documentation. All rights not expressly granted to you under this Agreement are reserved by TeamSpeak Systems.

Grant of License Applicable To TeamSpeak 3 SDK

Subject to the terms and conditions set out in this Agreement, TeamSpeak Systems grants you a limited, nonexclusive, nontransferable and nonsublicensable right to use the Software called "TeamSpeak 3" solely in accordance with the following terms and conditions:

1. <u>Use of TeamSpeak 3</u>
You may use TeamSpeak 3 on multiple computers owned, leased or rented by you, your company, or business entity; however, you are the only individual, company, or business entity with the right to use your licensed copy(ies) of TeamSpeak 3. All copies of TeamSpeak 3 must include TeamSpeak Systems' copyright notice.

2. Distribution Prohibited

You may not distribute copies of TeamSpeak 3 for use by anyone other than you, your company, or business entity. Distribution of TeamSpeak 3 by you to third parties is hereby expressly prohibited.

3. Fees

All pricing, accounting, billing and payment matters are handled by either TeamSpeak Systems Inc., USA or TeamSpeak Systems GmbH, Germany. Questions concerning pricing, accounting and billing are to be sent to sales@TeamSpeak.com or to be submitted using the ticket system at https://support.TeamSpeak.com.

4. Support

TeamSpeak Systems offers support services related to TeamSpeak 3 SDK. To become eligible for support you have to register your project with TeamSpeak Systems by contacting sales@TeamSpeak.com or submitting a ticket using the ticket system at https://support.TeamSpeak.com and signing a support agreement. Eligibility for support ends upon the termination of this Agreement.

5. <u>Upgrades</u>

TeamSpeak Systems will provide you with upgrades to TeamSpeak 3 for a period that begins on the date TeamSpeak 3 is delivered to you. Such upgrades will be released only by TeamSpeak Systems for the purpose of improving TeamSpeak 3 software. TeamSpeak Systems has no obligation to provide you with any upgrades that are not released for general distribution to TeamSpeak Systems' other licensees. Nothing in this Agreement shall be construed to obligate TeamSpeak Systems to provide upgrades to you under any circumstances.

Prohibited Conduct

You represent and warrant that you will not violate any of the terms and conditions set forth in this Agreement and that:

- 1. You will not, and will not permit others to:
 - a. reverse engineer, decompile, disassemble, derive the source code of, modify, or create derivative works from the Software; or
 - b. use, copy, modify, alter, or transfer, electronically or otherwise, the Software or any of the accompanying documentation except as expressly permitted in this Agreement; or
 - c. redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software whether in a stand-alone configuration or as incorporated with other software code written by any party except as expressly permitted in this Agreement.
- 2. You will not use the Software to engage in or allow others to engage in any illegal activity.
- 3. You will not engage in use of the Software that will interfere with or damage the operation of the services of third parties by overburdening/disabling network resources through automated queries, excessive usage or similar conduct.
- 4. You will not use the Software to engage in any activity that will violate the rights of third parties, including, without limitation, through the use, public display, public performance, reproduction, distribution, or modification of communications or materials that infringe copyrights, trademarks, publicity rights, privacy rights, other proprietary rights, or rights against defamation of third parties.

- 5. You will not transfer the Software or utilize the Software in combination with third party software authored by you or others to create an integrated software program which you transfer to unrelated third parties.
- 6. You will not reveal the following information to third parties, make such information available to third parties, or make such information accessible to third parties in any way:
 - a. Information and data that you receive from TeamSpeak Systems and that is related to the licensed material.
 - b. Training materials and procedural documents that TeamSpeak Systems prepared for the use or installation of the standard software (hereinafter referred to collectively as "confidential information"). Unless this Agreement expressly provides otherwise, you are not permitted to use or disclose this confidential information without the prior written consent of TeamSpeak, with the exception of employees who must be familiar with this information in order to carry out their duties in a proper fashion and only on the condition that these persons have signed written agreements that also place them under an obligation of non-disclosure and that includes rules at least as stringent as those of the applicable provisions in this section.
 - c. In addition to the obligation of non-disclosure described above, you also hereby grant the assurance that you shall carefully protect confidential information especially source codes, as well as the methods for operating and installing standard software.
 - d. Upon termination of this Agreement or at the request of TeamSpeak Systems all documents containing confidential information are to be returned immediately, any remaining or retained standard software or parts thereof are to be deleted and such deletions shall be confirmed to us in writing.
 - e. Your duties under this Agreement shall survive the termination of this Agreement. These obligations also apply to your representatives, successors, and assigns where applicable. In any event, in the case of permissible disclosure to third parties, you must obligate them accordingly.

Disclaimer of Warranty

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES THAT IT IS FREE OF DEFECTS, VIRUS FREE, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE AND AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TEAMSPEAK SYSTEMS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES,

EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, TEAMSPEAK SYSTEMS' COLLECTIVE LIABILITY UNDER ANY PROVISION OF THIS LICENSE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES (IF ANY) YOU PAID FOR THIS LICENSE.

Legends and Notices

You agree that you will not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software or any accompanying files or documentation.

Term and Termination

This Agreement is effective upon your acceptance as provided herein and payment of the applicable license fees (if any), and will remain in force until terminated. You may terminate the licenses granted in this Agreement at any time by contacting TeamSpeak Systems in writing, and destroying the Software and any accompanying files or documentation, together with any and all copies thereof. The licenses granted in this Agreement will terminate automatically if you breach any of its terms or conditions or any of the terms or conditions of any other agreement between you and TeamSpeak Systems. Upon termination, you shall immediately destroy the original and all copies of the Software and any accompanying documentation, or return them to TeamSpeak Systems.

Software Suggestions

TeamSpeak Systems welcomes suggestions for enhancing the Software and any accompanying documentation that may result in computer programs, reports, presentations, documents, ideas or inventions relating or useful to TeamSpeak Systems' business. You acknowledge that all title, ownership rights, and intellectual property rights concerning such suggestions shall become the exclusive property of TeamSpeak Systems and may be used for its business purposes in its sole discretion without any payment or accounting to you.

Other Provisions

- 1. Changes, additions or adjustments to this Agreement undertaken by TeamSpeak that are occasioned by unforeseeable changes that TeamSpeak does not initiate and over which TeamSpeak has no influence and that become necessary and do not disturb the principle of equivalence that existed at the time of contract conclusion to a material extent, are to be treated as binding as soon as the updated version has been published on the Web site at www.TeamSpeak.com or has been sent to you by email and you have not objected thereto within a time period of 4 weeks after publication of the change. You are under an obligation to remain informed by regularly checking the Internet site for changes to this Agreement.
- 2. Should a provision of this Agreement prove to be invalid, this does not affect the validity of the remaining provisions. To the extent permitted by statute, the invalid provision is to be replaced by a provision that comes closest to the

original intent of the parties.

- 3. This entire Agreement must be in written form; even modifications must be in writing. No. 1 of this section remains unaffected hereby.
- 4. You hereby agree to comply with all export and re-export regulations and restrictions of the respective competent authorities or governmental bodies of the countries whose law is affected by the exercise of rights arising out of this Agreement. The provisions of countries whose rights are affected by the use and dissemination of the standard software are mandatory provisions that must be complied with. This applies especially to tax provisions. You are required to keep sufficiently informed in this regard.
- 5. The parties hereby agree that all controversies arising out of and in connection with this agreement, regardless of conflict of law provisions, are subject to the law of the Federal Republic of Germany, also including the substantive law thereof, to the exclusion of the UN Sales Law. The parties agree that German courts have jurisdiction over all controversies arising out of and in connection with this agreement. The place of performance is Krün, Germany.
- 6. It is not permitted to transfer or assign this Agreement or parts thereof without the written consent of TeamSpeak.