



Terms & Conditions and End-User License Agreement for AnyDesk Software

Last updated: 10 October 2025

[View Data Processing Agreement](#)
[View Data Processing Agreement Annex 1 \(PDF\)](#)
[View Data Processing Agreement Annex 2 \(PDF\)](#)
[View DORA Supplementary Terms](#)
[View Service Level Agreement for Solo, Standard and Advance](#)
[View Service Level Agreement for Ultimate](#)

Please read through the terms and conditions for the use of AnyDesk Software

Preamble

These Terms and Conditions (“**Terms**”) are a modular agreement that governs and defines the terms of the contractual relationship between AnyDesk Software GmbH (“**ANYDESK**”), registered with the District Court Stuttgart under HRB 748838, and you as its client (“**Customer**”). The Customer agrees to be bound by the following provisions by either downloading, installing, or using the ANYDESK Software, or by explicitly agreeing to these Terms. ANYDESK is legally represented and can be legally bound only by its managing director(s) or holder(s) of a registered or duly issued commercial power of attorney.

These Terms are divided in the following components:

A. General Terms and Conditions of AnyDesk Software GmbH

These are the general terms and conditions which apply to all Customers who are business customers exercising their commercial or self-employed professional activities as well as legal entities (public or private

law). These general terms and conditions may also apply to consumers but only as users for personal non-commercial purposes of the ANYDESK Software “Free” product.

B. Supplementary Terms ANYDESK Software “Free”

These are supplementary terms which apply specifically to the ANYDESK Software “Free” product which is aimed exclusively at consumers for personal non-commercial purposes and take precedence over Part A in relation to ANYDESK Software “Free”.

Please continue reading the Terms below, which in details contains the following sections:

A. General Terms and Conditions of AnyDesk Software GmbH

1. Subject of the Contract
2. Conclusion of the Contract
3. Scope of the License
4. Fees and Payments
5. Use of AnyDesk Software
6. Scope of Services, Technical Requirements and Support
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B. Supplementary Terms "AnyDesk Software Free"

1. Right to Use, No Warranties
2. Contract Term and Termination
3. Change of Terms and Conditions
4. Applicable Law and Jurisdiction

A. General Terms and Conditions of AnyDesk Software GmbH

These General Terms and Conditions (“**General Terms**”) govern the contractual relationship between ANYDESK and business Customers. Business Customers are both individuals exercising their commercial or self-employed professional activities or legal entities (public or private law). The General Terms apply to all business transactions with ANYDESK, regardless of whether these General Terms are explicitly referenced in subsequent contracts. **Additionally, these General Terms as well as specific provisions deviating from these General Terms detailed in Part B apply to the use of ANYDESK Software “Free” which is the only product available to consumers.**

1. Subject of the Contract

ANYDESK offers a remote desktop software (“**ANYDESK Software**”) that is compatible with various operating systems and enables Customers to access and control computers remotely. In addition to the software, ANYDESK provides a range of services designed to support remote access, technical assistance, and collaboration (“**ANYDESK Support**”, and together with ANYDESK Software, collectively referred to as “**ANYDESK Services**”).

2. Conclusion of the Contract

2.1 **Entering into the Contract.** Customer has the option to enter into a contract to use the ANYDESK Services (referred to as “**Contract**”) by

- (i) placing an order in the ANYDESK web shop <https://order.anydesk.com> entering all Customer details in the online registration form and clicking “Place order”. ANYDESK may accept this order by sending an order confirmation or license key to activate the ANYDESK Services; or
- (ii) ANYDESK submitting a binding offer to the Customer, which the Customer may accept within the period specified in the offer, or if no period is specified, within 14 days from the date of issue; or
- (iii) Customer and ANYDESK enter into a mutually executed software licensing and sales agreement, or
- (iv) in case of free use e.g. ANYDESK Software “Free” or within the Trial Period, when the Customer registers and/or downloads ANYDESK Software.

- 2.2 **Relevant Documentation.** The [Service Level Agreement](#) (applicable to the respective license), the [Data Processing Agreement](#) (DPA) (if applicable), the DORA Supplementary Terms (if applicable), and the [Service Descriptions](#) for the respective ANYDESK Services (as set forth in section 6.1) are relevant documentation (“**Relevant Documentation**”) pertaining to Customer’s relationship with ANYDESK.
- 2.3 **Additional Terms.** Customer’s conflicting, additional, or deviating terms and conditions will not be considered part of this Contract, unless expressly agreed to in writing by ANYDESK. These General Terms will apply even if ANYDESK provides products or services without explicitly objecting to the Customer’s terms and conditions. Any conflicting provisions, additional agreements, or amendments to the Contract must be made in writing.
- 2.4 **Trial Period.** ANYDESK may offer a 14 to 30 day trial period (“**Trial Period**”) prior to the conclusion of a paid Contract. During the Trial Period, the Customer may use and test ANYDESK Services free-of-charge. Customer may cancel the use of ANYDESK Services, at any time before the Trial Period ends by clicking the “End Subscription” button or by providing notice in writing^{19.4}. ANYDESK will notify the Customer via email about the upcoming expiry of the Trial Period and the option to cancel, at least three (3) days before the end of the Trial Period. If no cancellation is made prior to the expiry of the Trial Period, the Customer will automatically enter into a paid Subscription Period. Customer will receive an invoice, which is either immediately due for payment or Customer’s provided payment method (e.g. credit card) will be automatically charged.
- 2.5 **Resellers.** Customer may purchase ANYDESK Services through an authorized reseller or distributor (referred to as “**Reseller**”). In such case, the Reseller will direct the Customer to these Terms, which directly apply to the Customer’s use of the ANYDESK Services, except for the payment terms which are specified in the Reseller’s agreement with the Customer. Any special terms and conditions between the Reseller and the Customer will not apply to the relationship between the Customer and ANYDESK, unless otherwise agreed with ANYDESK.

3. Scope of the License

- 3.1 **License.** ANYDESK will provide Customer with a non-exclusive, non-transferable and non-sublicensable right to access and use ANYDESK Software in the latest version available on the ANYDESK website, auto-update or custom client generator (as applicable) at the time of entering into the Contract and for the purpose specified in this Contract. The granted license is generally worldwide unless export control regulations apply, or when territory is limited in the respective order, binding offer or sales agreement (as set forth in section 2.1). The license right is limited to install, execute with the

contractually agreed number of users and/or end devices and/or concurrent connections, and use ANYDESK Software within the scope of use set forth in this Contract. Customer accepts the granting of the rights.

- 3.2 **License Start and End.** The use rights granted under the Contract are limited in time to the specified term of the Contract and end upon its expiry or termination. The right to use the license begins once ANYDESK has delivered a license key to access the ANYDESK Software.
- 3.3 **Activation.** Within fourteen (14) days of receipt of the license key, the Customer should activate the key by visiting the portal <https://my.anydesk.com> or by clicking on the license activation link. If the activation of the license key is not completed within this timeframe, ANYDESK reserves the right to restrict or block access to ANYDESK Services.
- 3.4 **License Models.** ANYDESK offers various license models tailored for different business needs which can be found at <https://anydesk.com/en/pricing>.
- 3.5 **License Upgrade.** Customer may upgrade to a higher-volume license model at any time. Upgrading the license model before the end of the current Subscription Period will be deemed a continuation of such Subscription Period. Upon upgrading, the current Subscription Period will continue with the higher-volume license. The fees for the prior license will be charged pro rata for the period up until the upgrade. The higher-volume license will be charged pro-rata at the rate applicable to the higher-volume license package until the end of the Subscription Period.
- 3.6 **License Downgrade.** Customer may not reduce the license model during a Subscription Period. Payment is owed regardless of the Customer's reduced use of any purchased ANYDESK Services.

4. Fees and Payments

- 4.1 **Fee Schedule.** Unless otherwise agreed, ANYDESK's fees are determined by ANYDESK's price list available on anydesk.com/en/pricing at the time of the conclusion of the Contract. Prices exclude any legally applicable taxes and duties.
- 4.2 **Invoicing.** ANYDESK will invoice the fee upfront for each Subscription Period. Unless otherwise set forth in the offer, invoices are due immediately and without deduction. Customer agrees that invoices might be issued and/or payment may be processed and/or collected by a supplier or an affiliated company of ANYDESK active in the applicable jurisdiction.
- 4.3 **Billing Objections.** Objections to the billing of ANYDESK Services must be raised by the Customer in writing to the address indicated on the invoice within a period of four (4) weeks after receipt of the invoice. After the expiration of the aforementioned period, the invoice is considered approved by the

Customer. Customer must provide complete and accurate billing and contact information and promptly update ANYDESK with any changes to this information.

4.4 Payment Default. In the event of default in payment, ANYDESK may send a payment reminder request via email, call, in writing or through a third-party collection agency at the Customer's expense. In addition to any legally applicable default interest or other claims, ANYDESK is entitled to

- (i) temporarily suspend any purchased ANYDESK Services with immediate effect until Customer makes payment in full. In case of suspension, ANYDESK will notify the Customer of such suspension in advance. A suspension shall not affect Customer's obligation to pay fees. Upon full payment, ANYDESK Services shall be reinstated without undue delay;
- (ii) extraordinarily terminate the Contract without notice if Customer is in default of payment without cure within the cure period given by ANYDESK in the payment reminder.

5. Use of ANYDESK Software

5.1 Use of Software. ANYDESK Software shall be used in accordance with the functionalities specified in the Service Description in section 6.1, and is subject to the prerequisites and system compatibilities outlined therein.

5.2 Unauthorized Use. Customer must not

- (i) sell, license, rent, transfer or otherwise commercially exploit or make available the ANYDESK Software to third parties;
- (ii) circumvent technical measures for the protection of ANYDESK Software or allow or procure such circumvention through any means. Software markings, copyright notices, trademarks, serial numbers or similar may not be changed, made unrecognizable or removed;
- (iii) use ANYDESK Software to develop a competing software solution or help a third party to do so;
- (iv) use ANYDESK Software to distribute illegal and/or infringing content; and/or
- (v) use ANYDESK Software in any purpose or way, which breaches applicable European Union, German and other applicable export control laws, customs and foreign trade regulations.

5.3 Intellectual Property Rights. All intellectual property rights related to the ANYDESK Software remain with ANYDESK, except where expressly granted to the Customer under these Terms. The rights granted to the Customer do not include any rights in the Software's source code. Any unauthorized use of ANYDESK Software, as outlined in section 5.2, constitutes a copyright infringement.

5.4 Restrictions on Software Modification. Customer must not modify, decompile, disassemble, reverse-engineer or in any other way alter the ANYDESK Software, except to the extent strictly necessary to

enable interoperability between the ANYDESK Software and an independently created computer program created by the Customer. In such cases, the Customer may request interface information from ANYDESK. ANYDESK is not legally obligated to provide interface information. Any interface information provided may only be used to create an interoperable program that does not substantially replicate the design expression of the ANYDESK Software. Disclosure of this information is permitted only to the extent absolutely necessary for the program's purpose. Information obtained in this process which does not concern interfaces may not be used or distributed and must be destroyed immediately but no later than three (3) business days after receipt.

5.5 Error elimination. Customer may correct errors in the ANYDESK Software or have them corrected by third parties and, in this context, make necessary changes and copies to establish the intended use only under the following conditions:

(i) Customer must notify ANYDESK of any such error.

5.6 Customer may correct errors if ANYDESK fails to do so within a reasonable time frame, refuses to do so without justification, or is otherwise unable to correct the error for other reasons that fall within ANYDESK's responsibility. ANYDESK will seek to inform Customer of the expected reasonable time for correction based on the nature of the error. If ANYDESK corrects the error within the set period, error corrections by the Customer are not permitted., error corrections by the Customer are not permitted.

(ii) Customer may reengineer ANYDESK Software solely for the purpose of making it compatible with other programs of the Customer if ANYDESK is unable or unwilling to resolve the compatibility problems in return for reasonable, customary compensation.

(iii) Customer must document and report to ANYDESK any changes made to the ANYDESK Software. Claims for reimbursement of costs related to error correction are limited to the Customer's warranty rights. Customer's warranty rights remain unaffected by this provision.

5.7 Test Runs. Customer may carry out test runs for the purpose of determining the underlying ideas and principles of ANYDESK Software. Beyond the rights set out above, the Customer may not reverse engineer the computer program to previous development stages, e.g. source code, reverse analysis, reverse engineering, reengineering, decompiling, disassembling, in whatever form and by whatever means.

6. Scope of Services, Technical Requirements and Support

6.1 Service Description. The functions and features of ANYDESK Services and each license model are

individually described at <https://www.anydesk.com/en/pricing> or, if applicable, in an annex to the respective order, binding offer or sales agreement (as set forth in section 2.1) (each a "**Service Description**").

- 6.2 **Availability.** ANYDESK will ensure that the ANYDESK Services meet the availability and quality standards defined in the applicable Service Description and, if applicable to a type of license, and the Service Level Agreement. ANYDESK is responsible for the availability of ANYDESK Services only to the extent that unavailability is due to a network portion operated by ANYDESK, or ANYDESK's web or communication server, or ANYDESK Software itself.
- 6.3 **Technical Requirements.** Customer's hardware and software shall meet the minimum technical requirements for use of the then-current offered software version, outlined in the then-current system requirement descriptions (https://support.anydesk.com/Minimum_System_Requirements).
- 6.4 **Installation and Support.** Installation of the ANYDESK Software is Customer's responsibility. Support is available under a separate paid agreement or as part of the chosen license model. The Customer can access an installation and user manual on <https://support.anydesk.com> at any time.
- 6.5 **Maintenance.** Regular maintenance work is necessary to ensure availability of ANYDESK Software. ANYDESK may interrupt services for a defined period of time for scheduled maintenance work as well as for urgent unscheduled maintenance. ANYDESK will give the Customer notice of the scheduled maintenance work on <https://status.anydesk.com>. These scheduled and urgent unscheduled maintenance times shall not be considered when calculating uptime availability visible on <https://status.anydesk.com>.
- 6.6 **Updates and Discontinuations.** ANYDESK reserves the right to modify the ANYDESK Services, including system requirements, through updates or new releases for valid reasons. Such reasons include but are not limited to (i) compliance with applicable laws, regulations, court orders or governmental directives; (ii) adaptations to technical developments (e.g. new encryption standards); or (iii) ensuring system security. Customers must use a supported version of the ANYDESK Software and schedule updates and upgrades accordingly. ANYDESK reserves the right to deactivate outdated ANYDESK Software versions and discontinue support, with at least 6 (six) weeks advance online notice.
- 6.7 **Updates Variant.** ANYDESK reserves the right to restrict the updates and scope of extension in functionalities to certain license types.
- 6.8 **Subcontractors.** ANYDESK may engage suitable third parties to fulfill its contractual obligations and will be liable for these third parties as its subcontractors.

7. Customer's Obligations

- 7.1 **General Obligation.** Customer shall only use the ANYDESK Services in accordance with the provisions of the Contract and applicable laws and regulations, all applicable data protection and export control regulations, and shall not infringe any third-party rights in connection with such use.
- 7.2 **Customer Misuse.** ANYDESK Services may not be misused by the Customer, no information or content may be transmitted that is illegal or immoral, or whose reproduction, provision, publication and use violates applicable laws or agreements with third parties. Customer must ensure that the Customer's content does not contain any Prohibited Customer Content. "**Prohibited Customer Content**" is defined as content that (i) infringes the rights of third parties (e.g. copyright, patent, trademark rights or data protection rights) or violates applicable laws; (ii) is unlawful, racist or pornographic, glorifies or incites violence, promotes terrorist organizations, incites criminal activity (financial or otherwise) or contains defamatory statements; or (iii) contains or distributes software viruses or other malware or harmful files such as Trojans, worms or spyware. Likewise, ANYDESK Services may not be used to access data without the consent of the authorized owner of the end device. ANYDESK is not obligated to monitor content for Prohibited Customer Content. ANYDESK reserves the right to refuse or suspend the provision of ANYDESK Services, in whole or in part, if and to the extent any Prohibited Customer Content is uploaded, distributed, shared or otherwise using the credentials associated with the Customer's license or account.
- 7.3 **Unauthorized Access.** Customer is obligated to prevent unauthorized access by third parties to protected data areas by taking appropriate precautions. If the Customer recognizes that such an infringement is imminent, ANYDESK must be informed immediately.
- 7.4 **Suspension of Services.** ANYDESK is entitled to immediately block ANYDESK Software functionalities if there is reasonable suspicion, at ANYDESK's discretion, that the Customer's use is abusive as described above and/or infringes third-party rights. Reasonable suspicion of illegality and/or rights infringement may arise, for example, if courts, authorities and/or other third parties claim such abusive use with reasonable proof (as determined by ANYDESK at its discretion). The block will be lifted as soon as the suspicion is disproven.
- 7.5 **Access Data.** Customer's personal access data (username and password) shall adhere to current best practices for information security, must not be disclosed to third parties, and must be protected from unauthorized access. If there is any reason to suspect that unauthorized persons have gained access to Customer's access data, Customer must change them immediately.

7.6 **Customer Backups.** Customer is solely responsible for data backups.

8. **Indemnification**

Customer Breaches. Customer must indemnify ANYDESK against any and all claims, litigation, losses, damages, expenses, costs (including court costs and attorneys' fees), and liabilities arising from or in connection with the Customer's breach of obligation under this Contract that result in third-party claims, including but not limited to Export Control obligations (section 13), unless the Customer is not responsible for the breach of Contract.

9. **License Overuse and Audit**

9.1 **License Usage Analysis.** ANYDESK may analyze Customer's usage data of the AnyDesk Software to verify compliance with the purchased license and assess potential overuse. Additionally, ANYDESK reserves the right to analyze usage patterns to enhance product safety and performance, as well as for promotional and sales purposes.

9.2 **Information Request.** Upon ANYDESK's request, Customer shall enable ANYDESK to verify the proper use of ANYDESK Software, ensuring compliance with the purchased licenses, both qualitatively and quantitatively. Customer shall provide necessary information, allow inspection of relevant documents and records, and enable audits of the hardware and software environment by ANYDESK or an authorized auditing company, acceptable to the Customer.

9.3 **Audit On-site.** ANYDESK may conduct the audit on the Customer's premises during its regular business hours or have it conducted by third parties bound by confidentiality. ANYDESK will seek to minimize disruption to the Customer's business operations during on-site activities. Audits will not occur more than once a year unless concrete indications justify additional audits.

9.4 **Audit Findings.** If an audit reveals that the number of purchased licenses has been exceeded by more than 5% (five percent) or any other non-compliance is found, (i) Customer shall bear the costs of the inspection; otherwise ANYDESK shall bear the costs; and (ii) Customer shall pay the license fee difference for the excess use in accordance with the then current price list available on <https://www.anydesk.com/en/pricing>. Customer shall discontinue the use unless it acquires a higher-volume license package. The same shall apply in the event of unauthorized use by third parties, if and to the extent that the Customer is responsible for such use. Further rights of ANYDESK are reserved.

10. **Warranties**

10.1 **Suitability for Use.** During the Subscription Period, ANYDESK shall provide and maintain ANYDESK

Software in a condition suitable for its use under this Contract, in accordance with the functionalities set forth in the respective Service Description and any supplementary agreements made. The maintenance obligation does not include adapting the ANYDESK Software to changed conditions of use and technical and functional developments, such as changes to the IT environment, the hardware or the operating system, the functional scope of competing products or compatibility with new data formats.

- 10.2 Reporting of Defects.** Obvious Defects must be reported to ANYDESK in writing without undue delay, but no later than fourteen (14) days after receipt of license key. Hidden Defects must be reported in writing no later than ten (10) days of their discovery. "Defects" means any defect or malfunction that results in (i) ANYDESK Services not fulfilling the essential functionality or expressly promised characteristics under the Service Description or (ii) the use of ANYDESK Services by the Customer being unavailable or impaired in essential aspects. Minor deviations from the agreed or essential characteristics or only minor impairments of use are not considered Defects.
- 10.3 Rectification of Defect.** Customer shall assist ANYDESK in identifying and resolving Defects. Customer shall provide comprehensive documentation and explanation describing the Defect. ANYDESK will use reasonable efforts to correct or address Defects within a reasonable time after notification by Customer through, at ANYDESK's discretion, patches, updates, or, if necessary temporary workarounds, provided they do not materially impair the functionalities and availability of the ANYDESK Services.
- 10.4 Expiration of Claims.** Except for cases of fraudulent concealment of a Defect or an express warranty granted by ANYDESK for a longer period, Defect claims and Customer's remedies expire twelve (12) months after Customer discovers the circumstances giving rise to the claim or should have reasonably discovered them.
- 10.5 Internet and Network Limitations.** Data communication via Internet or WLAN cannot be guaranteed to be completely secure, error-free and/or available at all times. ANYDESK is not responsible for establishing an Internet or network connection and therefore, does not guarantee the continuous availability of ANYDESK Services.
- 10.6 Third-Party Software Defects.** In the event of material defects in standard software supplied by third parties, ANYDESK may assign its claims against suppliers, manufacturers or other third parties to the Customer, unless unreasonable for the Customer. This also applies if ANYDESK has adapted, configured or otherwise modified software or hardware for the Customer's needs.
- 10.7 Third Party Rights Infringement.** In the event that the ANYDESK Software infringes a third party's

patent or copyright, ANYDESK will, at its sole discretion: (i) procure for Customer the right to continue using the ANYDESK Software; or (ii) repair, modify or replace the ANYDESK Software to eliminate the source of infringement. If neither of the remedies in (i) or (ii) are reasonably feasible, ANYDESK shall indemnify, defend, and hold Customer harmless from and against any and all third-party claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorney's fees and costs) arising from ANYDESK's proven infringement of third-party intellectual property rights directly resulting from the use of the ANYDESK Software by the Customer. Unless otherwise precluded by law, this section 10.7 states the exclusive remedies of Customer in case of ANYDESK's infringement of third-party intellectual property rights.

10.8 Limitation of Warranty. Unless expressly agreed otherwise in writing (including in this Contract) and to the extent permitted by law, ANYDESK does not provide any warranties, including any specific performance, error-free, quality or durability warranties. Technical data, specifications and performance data in public statements, including in advertising material, do not constitute quality specifications. No employee, freelancer, contractor, agent, reseller or distributor is authorized to amend or make any additional warranties.

11. Limitation of Liability

11.1 Intent, Gross Negligence and injury to life, body or health. ANYDESK shall be liable in accordance with statutory provisions for damages arising from the breach of an express warranty or from injury to life, body or health, as well as intent and gross negligence or insofar as ANYDESK has assumed a procurement risk. Liability in accordance with the provisions of the German Product Liability Act shall remain unaffected.

11.2 Essential Obligations. ANYDESK shall be liable for damages caused by the breach of essential obligations. Essential obligations are those that are arising from the nature of the Contract and which are necessary for the performance of the Contract and on which the Customer may regularly relies. In cases of slight negligence, delay and impossibility, ANYDESK's liability shall be limited to foreseeable damages as may typically be expected to occur within the scope of this Contract.

11.3 Other Liability. Liability for any other damages is excluded, including but not limited to, (i) data losses or hardware disruptions caused by incompatibility of the components present on the Customer's end devices or IT systems with the new hardware and software or the hardware and software to be changed, (ii) system disruptions that may be caused by existing misconfigurations or older disruptive drivers that have not been completely removed; (iii) improper installation, operation or maintenance

of the ANYDESK Software by the Customer; (iv) impairments resulting from the use of ANYDESK Software in conditions not corresponding to the hardware and software environment specified in the Technical Requirements (section 6.3) or any accompanying documentation; (v) data losses caused by the Customer's failure to carry out data backups themselves which would have ensured that lost data can be restored at a reasonable expense.

11.4 Exclusions. Strict liability for defects of ANYDESK Software as software-as-a-service-solution existing at the time of Contract's conclusion is excluded.

11.5 Employees, representatives, and subcontractors. Personal liability of ANYDESK's employees, representatives, and subcontractors is also excluded to the same extent as ANYDESK's liability is excluded or limited pursuant to the provisions in this section 11 or under applicable law.

12. Force majeure

12.1 Fulfillment under Force Majeure. If ANYDESK is prevented from fulfilling its contractual obligations due to force majeure, ANYDESK shall be released from its obligation to perform for the duration of the impediment as well as a reasonable restart period, without being obligated to pay damages to the Customer. The same applies if ANYDESK's performance of its obligations is made unreasonably difficult or temporarily impossible by unforeseeable circumstances outside ANYDESK's control such as labor disputes, official measures, energy shortages, cyber-attacks, pandemics or significant operational disruptions. To the extent that ANYDESK is released from the delivery obligations, ANYDESK shall refund pro rata any advance payments made by the Customer.

12.2 Termination due to Force Majeure. If the force majeure lasts for more than four (4) months, ANYDESK is entitled to terminate the Contract after the expiration of a reasonable period of time. At the Customer's request upon expiration of the four (4) months period, ANYDESK shall declare whether it will exercise its right to terminate the Contract or provide the services within a reasonable period of time.

13. Export Control

13.1 For the purposes of this section 13 (Export Control) the following definitions shall apply:

- **"Export Control Law"** means all applicable export control laws, regulations, orders or decisions of any government agency or court, such as national, international, EU, and U.S. export control laws, embargoes, sanctions, or other restrictions, affecting any business or transaction such as export, import, supply, sale or purchase, provision or receiving of services or technical support,

investments, or payments between ANYDESK and the Customer or any third party. An Export Control Law is only applicable insofar as compliance with this law does not result in a violation of Section 7 of the German Foreign Trade Ordinance (*Außenwirtschaftsverordnung*), EU Council Regulation (EC) No 2271/96 of 22 November 1996, or any other German or EU anti-boycott law.

- **“Sanctioned Person”** means any natural or legal person, entity or body with which the conduct of any business or transaction is restricted or prohibited by Export Control Law.
- **“Necessary License”** means any license or permission required by Export Control Law to perform services or any other act.

13.2 Customer warrants to comply with Export Control Law in all respects as regards the performance of this Contract. Where Export Control Law requires the Customer to apply for Necessary Licenses, the Customer warrants to obtain all Necessary Licenses related to the performance of this Contract.

13.3 Customer confirms that the ANYDESK Services and any related technology will not be used directly or indirectly for any purpose or in any way which contravenes Export Control Law.

13.4 Customer confirms that it is not a Sanctioned Person. The Customer must immediately inform ANYDESK if it becomes a Sanctioned Person.

13.5 ANYDESK has the right to terminate the Contract at any time if the Export Control Law precludes the performance of the Contract, including if a Necessary License is not granted or Sanctioned Persons are involved in the performance of the Contract.

14. Confidentiality

14.1 **Confidential Information.** ANYDESK and Customer are obligated to keep confidential all information that becomes accessible to them, either directly or indirectly, before or after entering into this Contract, including offer documents and any documents designated as confidential or which are recognizable as confidential information according to other circumstances (**“Confidential Information”**), for a period of five (5) years from the time the information becomes generally known, and to neither record nor pass on or utilize it, unless required for the business relationship. Business and trade secrets remain confidential indefinitely.

14.2 **Exclusion.** The obligation to confidentiality shall not apply if it can be proven that the information (i) was already known to the receiving party prior to the commencement of the contractual relationship, (ii) was generally known or generally accessible prior to the commencement of the contractual relationship, (iii) becomes generally known or accessible through no fault of the receiving party, (iv) was legally compelled to be disclosed, with notice to the other party, or (vi) was authorized for release

in writing by the other party. The burden of proof shall be upon the receiving party.

14.3 Protection of Confidential Information. ANYDESK and Customers shall enter into sufficient agreements with employees or third-parties involved in fulfilling obligations under this Contract, that such employees or third-parties do not exploit, disclose or unauthorizedly record Confidential Information for five (5) years after becoming aware of it and protect any business and trade secrets for as long as those classify as business and trade secrets.

14.4 Marketing. ANYDESK is entitled to use the name and logo of the Customer as a reference. The Customer may revoke this consent at any time by sending a notification revoking consent via email to info@anydesk.com.

15. Data Protection

15.1 Data Processing. ANYDESK shall process the Customer's personal data in accordance with applicable data protection provisions. Information and notices about the processing of personal data when using ANYDESK Services, as well as about the rights of the Customer in relation to such processing, can be found in ANYDESK's Privacy Policy at <https://www.anydesk.com/en/privacy>.

15.2 DPA Applicability. Before using ANYDESK Services, the Customer must verify if personal data is processed by ANYDESK on Customer's behalf as a data controller. If so, the Data Processing Agreement (DPA) shall apply.

15.3 Prior Consent. Insofar as the Customer processes personal data within the scope of the use of ANYDESK's Services and no statutory legal basis applies, the prior consent of the respective data subject must be obtained at all times. If ANYDESK is to process special categories of data (e.g. health data and other sensitive data), the Customer shall inform ANYDESK thereof in writing without delay.

16. Provider Switching Support

16.1 Exportable Data. The usage of ANYDESK Services generates related usage data, which includes, but is not limited to: session logs, device identifiers, metadata, performance metrics, and event-based actions. The following categories of data ("**Exportable Data**") may be transferred as part of a switching process described under section 16.2:

- User Generated Content: Address Book(s)
- Operational Logs: Session Logs, Client Logs, Trace Logs, Configuration Data, Client Build Configurations
- Metadata: Client Lists

Exportable Data shall exclude proprietary software algorithms, internal system logs unrelated to Customer's use, ANYDESK-specific performance monitoring tools and metrics not generated by or directly related to Customer, and any other information deemed a trade secret and held confidential pursuant to section **Error! Reference source not found.**

- 16.2 Switching Process.** Customer may request to switch to either a competing service provider ("**Destination Provider**") or, if applicable, to an on-premises solution (such process referred to as "**Switch(ing)**"). Where the on-premises solution offered by ANYDESK is chosen, Switching is subject to the execution of ANYDESK's Software License and Supplementary Services Agreement for "On-Premise". If Customer chooses to Switch, Customer shall give ANYDESK at least a two (2) month-notice in writing ("**Notice Period**"), specifying the intended destination or whether only data erasure of Exportable Data is requested. Upon expiry of the Notice Period, ANYDESK shall complete the Switching process within thirty (30) calendar days (the "**Transitional Period**"). During this period, ANYDESK will (i) assist Customer and/or any authorised third party to facilitate the Switch; (ii) maintain business continuity, especially continue to perform the ANYDESK Services; (iii) inform Customer of any known risks to continuity; and (iv) ensure data security throughout the Switching process. Unless otherwise agreed, Customer shall have thirty (30) calendar days following the end of the Transitional Period to retrieve all Exportable Data ("**Retrieval Period**").
- 16.3 Obligations During Switching.** In case of Switching as per section 16.2 Customer shall take all reasonable measures to ensure effective Switching and is responsible for the import and implementation of Exportable Data in its own systems or in those of the Destination Provider.
- 16.4 Data Processing Location and Access Safeguards.** ANYDESK provides information on the jurisdictions of its data processing systems used for the ANYDESK Services, as well as an overview of the measures implemented to prevent international governmental access to or transfer of Exportable Data, available at: <https://trust.anydesk.com>.
- 16.5 Termination upon Completion of Switching.** This Contract shall be deemed terminated and ANYDESK shall notify Customer accordingly (i) upon successful completion of the Switching process to a Destination Provider or an on-premises solution; or (ii) upon expiry of the Notice Period as referred to in section 16.2 if Customer only chooses the erasure of Exportable Data. The Switching process is considered successful once all Exportable Data have been fully transferred from ANYDESKs Service's environment to the Destination Provider or on-premises solution designated by Customer. Termination as per this section does neither release Customer

from the obligation to pay the agreed fees for the remaining Subscription Period nor entitle Customer to any refund of advance payments.

16.6 Erasure of Exportable Data. Following the termination due to the successful completion of a Switching process as per section 16.5, ANYDESK undertakes to delete all Exportable Data and confirm such deletion to Customer, unless retention is required under applicable law.

17. Contract Term and Termination

17.1 Term of the Contract. The initial contract term is twelve (12) months (“**Initial Term**”), unless otherwise agreed in writing. The Contract will automatically renew for successive twelve (12) months (“**Renewal Term**”) unless either party terminates the Contract in writing at least thirty (30) days prior to the end of the Initial Term or Renewal Term. All references to “**Subscription Period**” shall be deemed a reference to, each, the Initial Term and a Renewal Term.

17.2 Automatic Renewal. The automatic Contract renewal requires the Customer’s acceptance of the then-current Terms, as well as any applicable Service Level Agreement and other agreements existing at the time of the renewal of the Contract.

17.3 No Ordinary Termination. Ordinary termination rights shall be excluded during the respective Subscription Period.

17.4 Extraordinary Termination. The right to terminate for cause remains unaffected. Notwithstanding any other remedies, ANYDESK may immediately terminate this Contract if Customer is in material breach of sections 5 (Use of ANYDESK Software), 7 (Customer Obligations), 4.4 (Payment Default), or 13 (Export Controls).

17.5 Pro rata Refund. If the Contract is terminated for cause, Customer is responsible for paying all fees for ANYDESK Services provided up to the termination date, and ANYDESK will refund to the Customer on a pro rata basis any advance payments made for ANYDESK Services not provided after termination, without prejudice to the party’s other statutory rights.

17.6 Cancellation Notice. Cancellation can be made in writing or via the Customer portal <https://my.anydesk.com>.

17.7 Effects of the Termination. Upon termination of this Contract: (i) the license granted will terminate immediately and Customer must stop using the ANYDESK Software, delete ANYDESK Software from all computers, and refrain from any further use; (ii) Customer will no longer have access to any data stored in the ANYDESK Software. Notwithstanding Customer’s rights in connection with a Switching process, it is the Customer’s sole responsibility to export any data before the end of the Subscription Period

using the Software's functions and to store it for further use. ANYDESK is not obligated to release any additional data; (iii) ANYDESK's right to use non-personal or anonymous data will remain unaffected. Customer data processed for fulfilling the Contract will be deleted in accordance with applicable laws, the Contract and the Data Processing Agreement, unless ANYDESK is legally required to retain such data. If deletion involves unreasonable effort (e.g. in the case of backups), ANYDESK may retain the data and limit further processing.

18. Change of Terms and Conditions; Change of Prices

18.1 Change of Terms. ANYDESK reserves the right to amend these Terms for various reasons, including but not limited to: (i) reflecting changes in technology, legal requirements, or regulations; (ii) extending and improving the Services; (iii) implementing changes that are predominantly beneficial to the Customer; and (iv) preventing misuse, harm or addressing security concerns. Customers will be notified at least thirty (30) days before the proposed changes take effect. If the Customer does not object to the changes in writing within this 30-day-period, the changes will be considered accepted. Should the Customer object, the Contract will continue under the existing terms and conditions and ANYDESK reserves the right to terminate the Contract.

18.2 Change of Fee for Renewal Term. Unless expressly stated otherwise in the Contract, ANYDESK may notify Customer of an increase in fees at least thirty (30) days prior to the end of the respective Subscription Period. If Customer does not object within this 30-day period, the fee increase shall become effective at the beginning of the Renewal Term. If the Customer objects to the increase, the Contract shall terminate at the end of the respective Subscription Period. ANYDESK will inform the Customer of this effect of non-objection in its notification.

18.3 Change of Costs during the Term. ANYDESK reserves the right to adjust prices during a Subscription Period at its reasonable discretion based on changes in key cost factors that affect the price calculation. Price increases or decreases may occur if there are significant changes in key cost factors, for example, costs increase for personnel and third-party related services or products, energy or IT infrastructure expenses, or other relevant industry-specific or legal factors affecting costs. Prices will increase only to the extent of net cost increases not offset by decreased costs in other areas, and will decrease in the case of net cost reductions not offset by increased costs elsewhere.

19. Final Provisions

19.1 Transfer of Rights. The transfer of rights and obligations by Customer to third parties is permissible

only with ANYDESK's prior consent in writing. ANYDESK may assign its rights and obligations under this Contract, without the Customer's prior consent, to (i) any of its affiliates; or (ii) any successor entity in the event of a merger, reorganization, consolidation, restructuring, or sale of substantially all of its assets.

- 19.2 Counterclaims.** Counterclaims of the Customer shall only entitle them to compensation if they are legally established or are undisputed. Customer may assert a right of retention only if the counterclaim arises from the same contractual relationship. Any statutory or contractual rights of ANYDESK that extend beyond these General Terms remain unaffected. The waiver or delay in exercising any rights does not constitute a waiver of the right to enforce such rights at a later time.
- 19.3 Silence as Non-Representation.** ANYDESK's silence in response to offers, orders, requests, or other declarations by the Customer shall not be considered consent, unless otherwise agreed in writing.
- 19.4 Notices.** Unless otherwise set forth in these Terms, all notices, requests, demands, or other communications required or permitted under this Contract shall be given in writing, which includes delivery via email to info@anydesk.com as well as messages to the Customer portal <https://my.anydesk.com>. Unless otherwise set forth in these Terms, notices shall be deemed effective upon receipt.
- 19.5 Choice of Law.** The entire business relationship of ANYDESK with the Customer is subject exclusively to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- 19.6 Jurisdiction.** The place of performance and exclusive place of jurisdiction for all disputes between ANYDESK and the Customer is the registered office of ANYDESK in Stuttgart. ANYDESK is also entitled to file a lawsuit at the Customer's business domicile and at any other place of jurisdiction provided by law. Arbitration clauses are excluded.
- 19.7 Severability.** Should any provision of these Terms be or become invalid or unenforceable in whole or in part or should there be a gap in these Terms, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision. The same applies in the event of a contractual gap.
- 19.8 Language.** The main language of these Terms as well as the Relevant Documentation is English. ANYDESK may provide non-binding convenience translations to different languages at its sole discretion.

B. Supplementary Terms "AnyDesk Software Free"

The use of AnyDesk Software "Free" is subject to the following supplementary terms and conditions ("Supplementary Terms ANYDESK Free"), which take precedence over the above General Terms (Part A):

1. Right to Use, No Warranties

- 1.1 **Consumer Only.** The ANYDESK Software "Free" offer is aimed exclusively at consumers for personal and non-commercial use only and not for use in trade, business or profession or for purposes for which the consumer receives direct or indirect remuneration. The term "Customer" in relation to ANYDESK Software "Free" will refer specifically to such consumers.
- 1.2 **Download.** ANYDESK provides the ANYDESK Software "Free" on its website for download via <https://anydesk.com/downloads>. The download of ANYDESK Software "Free", any updates provided, and the use of its functionalities as made available by ANYDESK, are free of charge.
- 1.3 **Requirements for Use.** The use of ANYDESK Software "Free" as made available by ANYDESK only requires the acceptance of these Terms including the Supplementary Terms ANYDESK Free. The right to use ANYDESK Software "Free" is limited to personal and non-commercial use only. Personal use does not include use for the Customers trade, business or profession or use for purposes for which the Customer receives direct or indirect remuneration. ANYDESK may analyze Customer's usage data of the AnyDesk Software "Free" to verify compliance with personal non-commercial use only. ANYDESK may, at its full discretion, suspend the provision of ANYDESK Software "Free" if there is reasonable suspicion that Customer's usage pattern is consistent with commercial activity.
- 1.4 **Free License Trial for Paid Version.** At ANYDESK's discretion, ANYDESK may offer Customers of ANYDESK Software "Free" to test a business version during a 30-day trial period ("Reverse Trial Period"). During the Reverse Trial Period, Customer shall agree to use and test for commercial use only a paid version of ANYDESK Software free-of-charge. Upon termination of the Reverse Trial Period, Customer will be reversed to ANYDESK Software "Free" and shall continue its use for personal and non-commercial use only. ANYDESK assumes no maintenance obligations and makes no warranties during the Reverse Trial Period.
- 1.5 **No Warranties.** ANYDESK does not guarantee a specific scope of services and reserves the right to

change or discontinue the service at any time and without giving reasons. ANYDESK assumes no maintenance obligations and no warranty towards the Customer, except in case of fraudulent concealment of a defect.

- 1.6 **Limited Liability.** ANYDESK liability for the use of ANYDESK Software “Free” is limited to injury to life, body or health, as well as intent and gross negligence. Liability in accordance with the provisions of the German Product Liability Act shall remain unaffected.

2. **Contract Term and Termination**

The Contract for ANYDESK Software “Free” is concluded for an indefinite period. Either party may terminate the Contract at any time. Continued use of ANYDESK Software “Free” by the Customer shall be deemed acceptance of these Terms including the Supplementary Terms ANYDESK Free and continuation of the Contract.

3. **Change of Terms and Conditions**

ANYDESK reserves the right to amend these Terms including the Supplementary Terms ANYDESK Free according to section 17.1, with the deviation that the Customer has a right to terminate the Contract with immediate effect in case they do not agree with the change of these Terms. If the Customer does not terminate the Contract within a notice period of three (3) weeks, the changes will be considered accepted. ANYDESK will draw the Customer's attention to the consequences in the notice of change along with a summary of the changes.

4. **Applicable Law and Jurisdiction**

- 4.1 **Applicable Law.** The entire business relationship of ANYDESK with the Customer is subject exclusively to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods, unless mandatory provisions of the laws of the Customer’s country of residence who is a consumer provide otherwise.
- 4.2 **Jurisdiction.** The place of performance and exclusive place of jurisdiction is the registered office of ANYDESK in Stuttgart, if the Customer has no general place of jurisdiction in the territory of the Federal Republic of Germany.
- 4.3 **Alternative Dispute Resolution:** ANYDESK does not commit to use an alternative dispute resolution entity to resolve disputes with consumers.
