

# myUTN-80 Service<sup>plus</sup> Agreement

## for a myUTN-80 Dongleserver

This agreement governs the terms of a myUTN-80 Service<sup>plus</sup> service between

SEH Computertechnik GmbH, Suedring 11, 33647 Bielefeld, Germany (hereinafter: "SEH")

and

the commercial customer (hereinafter: "CUSTOMER")

of such a myUTN-80 Service<sup>plus</sup> service.

### 1. Purpose of the AGREEMENT

SEH guarantees for the successfully registered PRODUCT for a maximum period of 60 months from the date of purchase an advance replacement service and extends the SEH manufacturer's guarantee from 36 to 60 months according to the terms settled below.

### 2. Definitions

§ 2.1 "PRODUCT" means one or several units of the myUTN-80 Dongleserver.

§ 2.2 "SERVICE" means one or several units of the myUTN-80 Service<sup>plus</sup> service.

§ 2.3 "AGREEMENT" means one or several units of the myUTN-80 Service<sup>plus</sup> agreement.

### 3. Services (duties of SEH)

§ 3.1 In accordance with the SEH manufacturer's guarantee, SEH Computertechnik GmbH exchanges PRODUCTS which have material defects or defects in manufacture free of charge. At its sole discretion SEH Computertechnik GmbH may replace a defective PRODUCT with a succeeding model of the defective PRODUCT. This applies to all defects listed hereafter, which arise from the date of purchase by the CUSTOMER until the end of the guarantee period: malfunction of functions described in the data sheet at the time of purchase by the CUSTOMER, defective components, defects in manufacture and faulty execution of the programming code.

§ 3.2 SEH guarantees that in the event of disturbances, defects or similar problems (§ 3.1) SEH will provide to the CUSTOMER another PRODUCT free of defects, without any shipping costs and on the CUSTOMER's location. The exchange will be done or arranged by SEH or an authorized SEH partner. (advance replacement service)

§ 3.3 At SEH's option or the option of the authorized SEH partner the purchased PRODUCT may be replaced by another PRODUCT with the same or a better performance description.

§ 3.4 Upon conclusion of this AGREEMENT, the SEH manufacturer's guarantee is extended from 36 to 60 months.

### 4. Duties of the CUSTOMER

§ 4.1 Before the CUSTOMER can request the advance replacement service for an allegedly defective PRODUCT, the necessity of the replacement must be clarified with the SEH support team via telephone or email.

§ 4.2 The CUSTOMER will inform SEH immediately after the detection of a defect.

§ 4.3 The CUSTOMER agrees to give SEH all information concerning the PRODUCT, the purchase of the PRODUCT and the CUSTOMER's use of the PRODUCT.

§ 4.4 The CUSTOMER immediately informs SEH of any changes to the information stated in § 4.3.

§ 4.5 The defective PRODUCT is returned via insured shipping to SEH or the authorized partner who has provided the advanced replaced PRODUCT, no later than within 15 working days after receipt of the in advance

replaced PRODUCT. The PRODUCT must be returned with all original accessories and in its original packaging or any other appropriate packaging. Damage caused by inadequate or unsuitable packaging shall be borne by the CUSTOMER. The CUSTOMER has to bear all return shipment costs.

## **5. Registration procedure, agreement conclusion and duration of the AGREEMENT**

§ 5.1 Following the purchase, the CUSTOMER receives a license key in form of a written certificate.

§ 5.2 Registration: The CUSTOMER will register the PRODUCT by tying the serial number of the purchased PRODUCT to the license key of the AGREEMENT using the registration mask on the SEH website <https://guarantee.seh.info/>.

§ 5.3 Upon a successful registration, the myUTN-80 Service<sup>plus</sup> services as defined in § 1 come into effect.

§ 5.4 A PRODUCT can only be registered within 3 months of the date of PRODUCT purchase.

§ 5.5 The CUSTOMER receives a registration confirmation via email immediately after the registration.

§ 5.6 The registration confirmation in accordance with § 5.5 contains the serial number of the registered PRODUCT which is covered by this AGREEMENT. The serial number is to be disclosed to SEH for identification purposes when requesting contractual service under this AGREEMENT.

§ 5.7 Services granted on the basis of this AGREEMENT shall only be used by the CUSTOMER in connection with the PRODUCT to which the serial number is assigned.

§ 5.8 This AGREEMENT does not replace the CUSTOMER'S original proof of purchase.

§ 5.9 The duration of the AGREEMENT always expires 60 months after the original date of purchase of the PRODUCT.

## **6. Service restrictions**

§ 6.1 The SERVICES provided to the CUSTOMER do not include:

- a) the conducting of programming, consulting or the provision of drivers for peripheral devices, such as dongles, or the restoration of data.
- b) damage which has been incurred as the result of improper handling, modifications to the hardware and/or software, mechanical damage, the improper configuration of parameters, the use of the PRODUCT outside of the PRODUCT specifications, improper setup or installation, external influences (e.g. transportation damage, damage due to shocks or impacts), repairs or modifications conducted by unauthorized third parties or similar causes that lie outside of the sphere of influence of SEH.
- c) costs that are incurred as a result of sending a non-defective PRODUCT to SEH. In this case, SEH reserves the right to charge the CUSTOMER for the shipping costs incurred.

§ 6.2 The CUSTOMER is responsible for the data security and restoration or modification of their own data, regardless of its importance.

§ 6.3 If the CUSTOMER concludes this AGREEMENT some time after the date of purchase of the PRODUCT, the duration of the AGREEMENT begins upon the first day of the month in which the registration according § 5 takes place and ends 60 months after the date of purchase of the PRODUCT (See § 5.9).

## **7. Limitation of liability**

§ 7.1 The Product Liability Act of the Federal Republic of Germany shall apply.

§ 7.2 The amount of liability for damage other than that mentioned in the Product Liability Act is limited to the double of the entire AGREEMENT fee. The parties will not be liable for consequential damage such as lost profits, loss of business, loss of data, data recovery etc.

## **8. Termination**

§ 8.1 SEH or the CUSTOMER are free to terminate this AGREEMENT at any time in writing if the other party does not comply with an essential contractual duty of this AGREEMENT or violates a term of this AGREEMENT.

## 9. Miscellaneous

§ 9.1 This AGREEMENT is governed by the laws of the Federal Republic of Germany.

§ 9.2 If a provision of this AGREEMENT is or becomes ineffective all other provisions stay intact. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

§ 9.3 The place of jurisdiction is Bielefeld, Germany.

§ 9.4 Data protection is guaranteed according to the privacy policy/data protection statement on the SEH website [www.seh-technology.com](http://www.seh-technology.com).

SEH Computertechnik GmbH, 2014