



ISD4x0 Software^{plus} Agreement for an Intelligent Spooling Device (ISD4x0)

This Agreement, made and entered into as of the Effective Date by and between SEH Computertechnik GmbH, a German company with its principal place of business at Suedring 11, D-33647 Bielefeld, Germany (hereinafter referred to as "SEH") and the CUSTOMER (hereinafter referred to as "CUSTOMER")

1. Definitions

- a. "Agreement" means ISD Software^{plus} agreement.
- b. "Duration of the agreement" means the initial agreement period of 36 months.
- c. "Effective Date" means the day of registration via the SEH-website www.isd.info/english/.
- d. "PRODUCT" means one (1) ISD4x0.
- e. "Registered" means any PRODUCT, which was successfully recorded via the SEH-website www.isd.info/english/ and is subject to this agreement by accepting the terms and conditions of this agreement.
- f. "Service" means the possibility to receive available software updates & upgrades by downloading from the SEH-server via the internet or by receiving software in form of an email-attachment.
- g. "Software^{plus} fee" means a maintenance fee in exchange for CUSTOMER's possibility to receive technical support & service for PRODUCT upon request by CUSTOMER.
- h. "Support via phone and email" means contacting SEH via:
 - Phone: ++49-521 - 94 226 - 44
 - Email: support@seh.de
 - Fax: ++49-521 - 94 226 - 96
- i. "Terms and conditions" means all provisions of the agreement.
- j. "Updates & Upgrades": The terms "update" and "upgrade" will be defined as below:

(a) A software "update" for the ISD4x0 means an improvement or troubleshooting (bug fixing) of the software to a reasonable extent. Such update can be recognized by an alteration of the last figure of the software version number 15.X.Y (e.g. from version 15.1.1 to version 15.1.2).

(b) A software "upgrade" for the ISD4x0 means an important enhancement of the software with new functions or a comprehensive revision of the software which makes it necessary for SEH to issue a main release. An upgrade is also referred to as "main release". Such upgrade can be recognized by an alteration of the software version number of the ISD4x0 (e.g. from version 15.1.1 to version 15.2.1 or from version 15.2.1 to version 15.3.1). An upgrade is only available in the agreement.

2. Purpose of the Software^{plus} agreement

This agreement authorises CUSTOMER to request and download all free software updates and software upgrades available for the registered PRODUCT during the entire duration of the agreement.

Furthermore this agreement authorises CUSTOMER to request and receive priority support via phone and email (1st & 2nd level support), technical support, and troubleshooting within the application of the registered PRODUCT.



Services granted under the terms and conditions of this agreement shall only be used by CUSTOMER for the registered PRODUCT to which the serial number is assigned.

3. Registration & Payment terms

For the agreement to become effective from the effective date on the CUSTOMER must conclude the following:

(a) Register the PRODUCT via the SEH-website www.isd.info/english/.

(b) Paying the invoice: After registering the PRODUCT CUSTOMER will receive an email confirming the registration and an invoice on a pro rata basis for the 1st calendar year.

By paying the first Software^{plus} fee CUSTOMER agrees to enter into this agreement on the basis of the here mentioned terms and conditions.

4. Software^{plus} fee

The Software^{plus} fee for each ISD4x0 is 228.-- EUR for a period of 12 months.

The Software^{plus} fee is to be paid to SEH by CUSTOMER for one (1) calendar year (on a pro rata basis) in advance by credit card.

5. Duty of CUSTOMER

To be able to fulfil the terms and conditions of this agreement it is necessary for SEH that CUSTOMER take part by disclosing certain information about the PRODUCT to SEH when requesting service and support:

(a) The serial number is to be disclosed to SEH for identification purposes. This agreement does not replace the CUSTOMER's original proof of purchase.

(b) CUSTOMER agrees to give SEH all necessary information concerning the PRODUCT, the purchase of the PRODUCT and the present use of the PRODUCT by CUSTOMER.

6. Duration of the agreement and termination

The duration of the agreement is 36 months from the effective date.

This agreement automatically renews itself for another 12 months period if not terminated by prior written notice in form of registered mail three months before the end of the duration of the agreement. After the initial duration of the agreement the agreement can be terminated by prior written notice in form of registered mail three months before the end of each 12 months period.

7. Limitation of liability

The Product Liability Act of the Federal Republic of Germany applies to the agreement.

SEH will not be liable for consequential damages such as lost profits, loss of business, loss of data, data recovery etc.

The amount of liability for other damages than those mentioned in the Product Liability Act shall be limited to the double of the entire Software^{plus} fee paid by CUSTOMER.



8. Legal succession / change of legal status

SEH shall be entitled to continue or terminate this agreement if CUSTOMER changes its legal status as a result of a fusion, reorganisation etc. CUSTOMER informs SEH of any change of legal status and discloses the registered serial number of the PRODUCT to SEH with the informing. At SEH sole discretion this agreement will be continued or terminated. Upon continuation of this agreement the CUSTOMER's successor shall enter into the rights and obligations of this agreement. The CUSTOMER is not entitled to claim a refund for any paid fee.

9. Resale of PRODUCT

In case that CUSTOMER resells the PRODUCT, CUSTOMER is not allowed to transfer the rights and obligations of this agreement to the new customer of the PRODUCT as a third party or any other third party, neither against payment nor free of charge.

10. Applicable Law; Jurisdiction and General Terms

This agreement is subordinate and subject to German law.

Court of jurisdiction is Germany.

The captions and headings used in this agreement are inserted for convenience only and shall not affect the meaning or interpretation of this agreement.

SEH Computertechnik GmbH
20.05.2009