

## Service Conditions

### 1. General

1.1 These Service Conditions of ViDOFON AG, Ahornallee 3, 22529 Hamburg, Germany (In the following: "ViDOFON") are applied in addition to the General Terms and Conditions of ViDOFON, which are decisive for the contractual relationship with the customer and which are applicable unless otherwise determined in these Service Conditions.

1.2 The customer may choose between different levels of service. The level of service determines the respective range of services offered by ViDOFON (In the following: "services"). The customer can select at the time of agreement one of the following Service-Levels: "Bronze", "Silver", "Gold" or "Platinum". By means of written consent the customer may choose later an upgrade of the Service-Level. The details of the chosen services are described in the current price-list unless otherwise agreed. Decisive is the content of the order confirmation. In case the customer has not selected a specific Service-Level the customer is not entitled to request services.

### 2. Services

2.1 Attendance is carried out to secure the readiness and operability of the maintained equipment; ViDOFON does not guarantee within any Service-Level a constant failure-free operation of the equipment. The relevant regulations on guarantee of the manufacturer shall be applied.

2.2 The services of ViDOFON only include the repair of the equipment to be maintained on request of customer. The functionality of the technical entity as a whole (network, telecommunication lines, beamer etc.) shall not be part of the services.

2.3 Maintenance is primarily done by telephone hotline, remote-control devices and integrated features. Provided that repair is not possible with the aforementioned measures maintenance shall be done by repairing the components sent in by customer, in case the customer has purchased Service-Level Bronze or Silver. Service-Level Gold includes an exchange of systems for the time of repair by express-shipment; Service-Level Platinum an exchange at the location mentioned in the order confirmation. The failure of a system is to be considered as completely removed if a system of the same or higher characteristics is provided on location without additional costs. ViDOFON reserves the right to exchange the system or its components if deemed appropriate.

2.4 ViDOFON guarantees with the attendance by phone the necessary support for the first installation, operation and test of the equipment. Services under Service-Levels Gold and Platinum include installation of the equipment and training on location by our technicians. These services on location include the installation, configuration and operation of the system under training of the administrators and later users provided that the technical entity as a whole is functioning (Art. 2.2 and 7.2).

2.5 In case the location should be in the EU, U.S.A. or Canada the customer is obliged to prepare the defective system for shipment and to return it to ViDOFON AG, Ahornallee 3, D-22529 Hamburg. At all other locations the customer shall additionally burden the costs of shipment.

2.6 In service-contracts which include an update of software the process of software updates is managed as follows: ViDOFON will inform the customer via e-mail about updates available for the products purchased by customer. ViDOFON will offer on his homepage a guideline for carrying out the update. The customer will receive an internet-link to the ViDOFON homepage, an internet-link to the update and / or a key to download the update along with the information about the update. If the customer wishes support for setup ViDOFON will do this via a free telephone hotline. In case of fix periodical service-intervals our technicians will manage the software-updates in these intervals.

2.7 The range of services may deviate outside the EU, Norway and Switzerland.

### 3. Times of attendance

3.1 The customer can claim failures via phone or in written form from 9 a.m. to 6 p.m. (MET). Support via e-mail is guaranteed in all Service-Levels, support via phone exclusively for Silver-Service-Level or higher.

3.2 ViDOFON carries out maintenance on workdays (Monday to Friday) from 9 a.m. to 6 p.m. (MET); ViDOFON will endeavour to consider the wishes of the customer as far as possible.

3.2 Response time is dependent on the Service-Level (Bronze, Silver, Gold, Platinum) and shall be between 48 hours and one hour. With Service-Level Gold and Platinum the repair will be done as soon as possible by express-shipment (Gold) or on-location-services (Platinum) within 24 hours after request by customer.

### 4. Cooperation duties of the customer

4.1 The customer is obliged to consider and follow the manuals and operation conditions and surroundings given in the technical documentations of the equipment as well any other manuals provided by the manufacturer or by ViDOFON.

4.2 Before the customer will call for maintenance he will use all means given by the manual and all other means that are acceptable to detect and restrict the problem. At time of notice of the failure the customer must provide ViDOFON with any available information that might be helpful to solve the problem. He shall give ViDOFON the needed time and the opportunity to repair. In particular, the customer will grant ViDOFON access to the equipment and the premises for the time needed.

### 5. Location

5.1 The duty of services of ViDOFON exclusively refers to the equipment and location mentioned in the confirmation order. ViDOFON is entitled to charge additional costs resulting from relocating the equipment without approval of ViDOFON.

5.2 Any relocation has to be announced to ViDOFON in time and in written form. ViDOFON can manage the service of relocation on its own or by a technician authorized by ViDOFON and is entitled to charge all respective expenses and consequential costs.

5.3 Any work related to construction and architectural changes are lying in the sole responsibility of the customer and shall not be executed by ViDOFON at any time. The customer may assign third parties for necessary construction work. ViDOFON will help the customer in finding a suitable third party. However, ViDOFON does not resume responsibility to any actions of these third parties.

### 6. Service fees

6.1 The customer will pay ViDOFON the service fee as stipulated in the confirmation order plus the relevant value added tax.

6.2 Not covered by the service fee as mentioned in 6.1 are expenses for consumables and exchange-parts that are subject to special abrasion. These expenses as well as travel costs will be charged to the customer separately.

6.3 Payment is due immediately on the day of issue of invoice, unless agreed otherwise. Invoices are payable without drawback.

### 7. Warranties and Liability

7.1 Warranty for maintenance services is restricted to rectification. If repeated failure occurs the customer can choose to terminate the service-contract or to reduce the service-fee accordingly unless the customer resumes responsibility for failure. Rectification can be done via various acts of fulfillment.

7.2 In addition to § 12 para. 3 of the General Terms and Conditions ViDOFON is not obliged to rectify or repair in the following cases:

(a) In case of failures that are caused by

- Operating errors, non-compliance of the operating conditions and surroundings that are stated in the manuals or technical documentations,
- Defective picture tubes, beamer-lamps or other accessories,
- Other incorrect handling, technical manipulations by the customer or third parties,
- Irregularities or insufficiencies of the electric current, the network or of the telecommunication or DSL-lines or
- Other influences that are not under ViDOFONs responsibility.

(b) In case of additional devices and accessory that do not fall under the agreement.

ViDOFONs duty of services is void when it becomes obvious that the readiness of use can no longer be achieved or only be recovered with unjustifiable effort and costs.

7.3 ViDOFON is liable without limitations for damages caused intentionally or through gross negligence.

7.4 ViDOFON is liable for damages caused by negligent violation of the so-called cardinal obligations in accordance with the law, if they were foreseeable at the time of contract. Cardinal obligations are such basic obligations essential for the contract that were decisive for the conclusion of the agreement for the customer and the compliance of which he must rely on. In any case the foreseeable damage in respect to the characteristics and possible usage of the maintained equipment may not exceed the amount of the annual service-fee.

7.5 Additionally the conditions on liability under § 14 of the General Terms and Conditions shall be applied. Further liability shall be excluded.

### 8. Data retention

8.1 Each customer is granted access to the discussion forum on [www.vidofon.de](http://www.vidofon.de). The treatment of data with origin of a visit to the forum is determined by the data protection laws (esp. Bundesdatenschutzgesetz, Teledienstschutzgesetz). In the forum the customer can remain anonymous. He may decide, which kind of personal data he wishes to transfer and on the purpose of usage and retention.

8.2 ViDOFON uses personal data only with the prior approval of customer. Registered data is subject to extended security measures, which prevent unlawful access and abusive usage and which protect lost or destruction. Data protocols will only be used to improve products by analyzing statistical information. No usage profiles will be generated. The customer has the right to claim free information on registered personal data and to request the correction of false data, its barring and deletion. Additionally § 21 of the General Terms and Conditions shall be applied.

### 9. Term of Contract

9.1 The term of contract of a service contract for videoconference-systems initially amounts to 24 months (Silver) or 36 months (Gold, Platinum). The beginning of the term is fixed in the account.

9.2 After expiration of the term of contract further services can only be claimed after agreement on a new contract. In case ViDOFON performs services without such a new contract the conditions of the former agreement will prevail. This does not lead to a prolongation of the former contract.

9.3 Extraordinary notice of termination remains untouched. Any termination has to be submitted in written form and with explanation.

### 10. Other clauses

10.1 Amendments and changes of these service conditions must be submitted in written form.

10.2 Should any of these Terms and Conditions become invalid, the remaining provisions shall remain in force. In such a case, the contracting parties shall agree to replace the invalid provision by one whose economic effect corresponds as closely as possible to that of the original provision.

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