

Service Level 2

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1 General guarantee for software

atlan-tec creates software with great carefulness and corresponding to the state of the art and aims to avoid bugs as far as this can be achieved by systematic testing at all. In addition atlan-tec is going to service the programs for installation of the software, so it will be adapted continuously to current operating systems versions, service packs and updates.

Also new faults will be corrected continually and regularly, if atlan-tec has knowledge of them. Objective faults in the operation will be fixed if they are important for a guaranteed function of the software according to the opinion of the majority of the users.

All corrections are incorporated into service updates. The service updates are identifiable by continuous numbers of versions such as for example "3.0.4", in which "4" means the fourth version of the software "3.0".

1.1 Guaranteed functions of the software

There is a guarantee for all functions which are described in the relevant software manual or a written product brief, accepted by atlan-tec in paper form and for which atlan-tec has been paid. Any further claims on certain functions for guarantees like verbal agreements do not exist. Particularly there are no claims for completion of characteristics or functions, which are not described explicitly and clearly in the actual manual of the corresponding version.

1.2 Ability to run the software

The delivered software can be run on the current operating system which is referred to in the documentation of the software and the operating environment (e.g. databases or interfaces like OPC-Server) with the latest updates, service packages and bug fixes, as they are published at the time of delivery. Not completely current operating environments, interfaces and operating systems, as well as systems without respective latest updates, service packs and bug fixes are not supported by a current version. The software buyer thus bears the responsibility, that any third party software and any operating system have to conform to the current technology level and new releases come into operation.

If the operating system, parts of it or the operating environment are changed by third party suppliers, e.g. by updates or other software, so that software delivered by atlan-tec won't run, there is no warranty claim for the function of the installed, technically, overage version. To maintain the function on current operating systems the user must install also current versions of the software.

If unusual programs which are technically not on the state of the art or are not compliant with the recommendations of the operating system producer, change the operating system or important data of the operating system, so that it does not comply with current updates any more, atlan-tec incurs no warranty claim for the function of the own software on such a changed operating system.

By integration into an "Active Directory", the limitation of the user rights on a computer or the installation or operation of third party software (like special virus scanners) can change an operating system or an operating environment, so that there is a loss of the warranty. The warranty is always forfeited, when important system files differ from an operating system with current service packs and drivers.

1.3 Faults in the software

There is no error-free software. The number of possible combinations during the compilation of a program is astronomically high. All possible combinations of problems can never be tested. Therefore no error-free programs can be created even with carefulness.

Faults are deviances from guaranteed functions as mentioned under 1.1, demonstrable calculation errors or crashes of the software which can be reproduced repeatedly and reliably on several computers with the same operating environment. Sporadic errors that can't be reproduced reliably cannot be attributed to a software unambiguously and thus are not relevant to any guarantee or warranty.

1.4 Form of a claim

For processing a complaint, following information must be provided to atlan-tec by the software buyer in a clear and precise form:

- Specific designation of the operating system version and current status of the installed service packs, data access components (MDAC) and .NET-packages
- Specific designation of the operating system version and current status of the installed service packs, data access components (MDAC) and .NET-packages of at least a second computer, where the problem can be reproduced
- Specific designation of the software version with which the problem occurs
- Specific designation of any installed additional drivers and versions of Office with an indication of the level of service/ updates
- Configuration files like NMP-files, OPT-files and NET-files as well as all data with which the problem occurs
- Screen capture and detailed description of how the error can be reproduced
- In case of a database-based application (like Prompt) atlan-tec also needs the database version as well as a dump of the database.

1.5 Response time by atlan-tec and type of reaction

Software buyers with a valid **service level 2** may claim bug fixing **within 2 working weeks** after delivery of the full error description, provided that it complies with the specifications in point 1.4. After fixing a bug that was reported according to the rules, atlan-tec sends a service update to the purchaser of the system, in which all known errors have been corrected.

1.6 License terms

The license terms of the atlan-tec software are part of this agreement.

1.7 Technical conditions

The current technical conditions of atlan-tec are integral part of this contract.

2 Support of application

2.1 Summary

ServiceLevel:	2
Volume of services by AT	Hourly quota
Service contract software	Contract required
Service contract complete system	No agreement
Service contract hardware	Without hardware
Service-Updates	on demand
Versions-Updates	Automatic sending
Guarantee on the entire system	None
System responsibility	Software buyers
Max. reaction time AT	10 working days
Guaranteed system availability	None
Online-Entrance, min. 4MBit/s	Not required
One-time basic cost	Software price & hours
Annual costs	15% p.a. of the Software price

ServiceLevel:	0	1	2	3	4	5	6
Volume of services by AT	No service	No service	Hourly quota	Specifications & Inclusive price	Specifications & Inclusive price	Specifications & Inclusive price	Specifications & Inclusive price
Service contract Software	No agreement	Contract required	Contract required	Contract required	Contract required	Contract required	Contract required
Service contract complete system	No agreement	No agreement	No agreement	No agreement	Contract required	Contract required	Contract required
Service contract Hardware	Without hardware	Without hardware	Without hardware	If hardware then with treaty	If hardware, then with treaty	If hardware, then with treaty	If hardware, then with treaty
Service-Updates	1 year from purchase on demand	On demand	On demand	On demand	Installation by AT	Installation by AT	Installation by AT
Versions-Updates	None	Automatic sending	Automatic sending	Automatic sending	Installation by AT	Installation by AT	Installation by AT
Guarantee on the entire system	None	None	None	Lawful minimum guarantee	Availability guarantee	Availability guarantee	Availability guarantee
System responsibility	Customer	Customer	Customer	Customer & AT	AT	AT	AT
Max. Reaction time AT	20 working days	10 working days	10 working days	10 working days	10 working days	5 days	24 hours
Guaranteed system availability	None	None	None	None	95% / a	97,5% / a	99,5% / a
Online-Access, min. 4MBit/s	Not required	Not required	Not required	Required	Absolutely required	Absolutely required	Required (redundant)
One-time basic cost	software price	software price	software price & hours	specifications & inclusive price	specifications & inclusive price	specifications & inclusive price	specifications & inclusive price & 1:1 redundancy option
Annual cost	None	15% p.a. of the software prices	15% p.a. of the software prices	15% p.a. of the software prices	15% p.a. of the system prices	17,5% p.a. of the system prices	20% p.a. of the system prices

For the SLA 2 the installation by atlan-tec is with costs (obtainable on order).

Software buyers with service level 2 receive for free an on demand service for the latest service updates for the duration of the service contract from atlan-tec on CD-ROM or by internet file download, as well as the regular delivery of all large and small updates (service updates and version updates) without question, including all available PDF or paper documentation.

Important: Support concerns only purely software-based questions. This support is not responsible for assistance relating to technical content, modeling and the results of a process analysis. For such questions we offer our service packages. Part of the contract of service level 2 is an hourly quota approved by the software buyer of not less than € 10000.

2.2 Description

Software buyers, who haven't ordered engineering services, are not entitled to be supported in solving of technical problems or process analysis. This support is only offered by atlan-tec in the context of service contracts or system projects. Buyers of system solutions are entitled to support within the system responsibility of atlan-tec, which is financed by a quota of services ordered by the purchaser of the system.

3 Updates

Apart from the fault correction (bug fixes), atlan-tec always develops software technically further and keeps it on the state of the art and the current knowledge. Any new experience from projects is integrated into the software. The advanced or technically renewed features will be integrated into the software in the form of updates. Updates (service updates and version updates) contain changes or extensions of features of the software and they are indicated by the characters before the first dot or directly after the dot. For example, the version 3.2.0 represents a version-update to 3.1.4.

atlan-tec announces versions -updates before the possible delivery term for promotion purposes. atlan-tec reserves the right to select the point of time for the actual shipment to the contractual license partners.

Important for SLA 2: Basically the execution of any update by a software buyer requires the complete uninstallation of all previous software versions before. The correct function of a version is not guaranteed, if an old version has not been uninstalled completely.

With every update atlan-tec guarantees leastwise the (downward-) compatibility for created data of the software to each of the last two previous versions. Every software version by atlan-tec is only compatible to current software versions of other software packages by atlan-tec and/ or third parties.

4 Costs

Agreed contract costs are to be paid before the beginning of each service period of 12 months in advance, annually.

If a trip to the software buyer - outside of the agreed upon work for the service contract – is required and agreed upon, the customer is billed for the travel time with 80% of the current daily rate, the resulting legal charge allowance as well as travel expenses of € 0.75 per kilometer. This requires that the software buyer has to order a service quota or special services.

5 Value guarantee and write off of software

The Service-Level contract must be signed at the time of purchase of the software to maintain the value of a license. If a service level agreement is agreed upon later, the software buyer must update to the current version of the software and will have to refund a loss of write off for the software.

Any software which is bought from atlan-tec must be written off with current tax provisions in line of 4 years. With each year from date of purchase the software loses therefore 25% of its replacement value.

Before a service-level contract is agreed upon, atlan-tec calculates the difference between the current software version and the purchased software license less depreciation method (25% p.a.) for the new software buyer.

6 Exclusion of liability for incorrect support

atlan-tec refuses all liability for damages resulting directly or indirectly from factually or allegedly faulty support by atlan-tec and resulting procedures by any third party.

Exempt from that are only direct actions and interventions performed by atlan-tec within contractual system responsibility. The software buyer performs every action, including those recommended by the atlan-tec support, on his own initiative and at his own risk. The software buyer, who calls on support, bears the whole responsibility for his own action or failure he makes or has made by reason of atlan-tec's support.

7 Validity of the contract

The Service-Level agreement comes into effect immediately with the delivery of the software or the last update and has a duration of not less than 5 (five) years. The agreement can be cancelled by both parties with due notice at least 6 (six) months

before the expiration of the five-year term. Otherwise the contract is automatically renewed for one year unless it is cancelled within a period of 6 (six) months before the end of a respective rollover period. The termination requires the written form. The right to terminate the contract for cause remains unaffected.

8 Severability clause & other

Should one or more provisions of this agreement be or become, void or invalid, the validity of the remaining provisions is not affected. In place of the void or ineffective provisions, a valid and allowable agreement shall be set in that is consistent with the original intent and purpose.

Unless special provisions are not decided in this contract, lawful rules and regulations apply.

This contract is subject to the exclusive application of German law. Jurisdiction is Krefeld.

There are the statutory rules of prescription for both parties.