

License Agreement

Prompt™ / Prompt™ Batch / Prompt™ Titan / Prompt™ Calc / Prompt™ Inspector

!!!! Important: Please read carefully!!!!

Prompt™ and the associated systems to it are products of atlan-tec Systems GmbH (hereinafter referred to as ats) and are hereinafter referred to as "software". ats is the owner of all rights to the software and reserves all explicit and implicit rights under the German and European software law, except as otherwise limited by the following licensing conditions. Disputed issues shall be governed always by the interpretation of law valid on the current date (12/21/2009), which is more favorable to ats. ats grants to the contracting party (the buyer of a software license), hereinafter "Customer", a license to use the software for an unlimited time but with functional and geographic limitations. The scope of the usage authorization is defined by a contract conclusion as in a purchase contract.

By installing the software and using the software, the Customer concludes this license agreement with ats and acknowledges in full all rights and duties flowing from it. Use of the software is tantamount to executing this agreement and means that the Customer gives its complete and irrevocable acceptance to all terms and conditions of this agreement.

1. License Granting

By installing the Client software on your computer or by accessing a Prompt™ server via software of third providers, you accept all conditions of the following agreement without any limitations. To the extent that some parts of this agreement may be inconsistent with the law, there is no legal effect on the validity of the other parts of this agreement.

Upon purchase and transfer of rights of use (after settlement of the bill and all incidental contractual claims) ats grants you the right to use, for an unlimited time, of a full client version for installation of the software on any single stipulated computer (a single-station computer or a workstation in a network) at a single plant. Systems are defined as functional groups of technical equipment which serve for manufacturing or for producing an intermediate product or a product in an assembly line, are subject to production management, and which usually also have a separate guidance system level or control. The use of a full version for project planning of several plants requires the expansion of the license and the explicit written permission of ats.

The Customer is strictly prohibited from giving software access to third parties who compete with ats and/ or use in its own products designs and knowledge from Prompt™ that are used in Prompt™. You accept that the operating concept and the solution approaches in Prompt™ are unique and technologically advanced solutions of an innovative character, and that this raises a legally valid copyright claim on behalf of ats.



With the purchase of a full version, the Customer accepts the copy protection "dongle" (hardware protective plug-in device) or a hardware-bound server fixation as acceptable without limitation and waives all claims resulting in the loss of this copy protection, if atlan-tec introduces such a protection at any time.

Insofar as the user utilizes the openness of the Prompt™ systems and wants to apply third party software packages (such as report generators), it is necessary for the use of such software to install a valid Client license on this computer during the whole use of software provided by third party providers. Furthermore, each computer presenting or using sporadically contents or data from a Prompt™ server needs a fixed and computer-assigned client license.

Prompt™ is explicitly not a so-called "floating license", with which a user can "log in and out" to share a license among several users, but a fixed license assigned to specific computers and persons. Each license is provided for usage on one computer and by one user and must not be used on systems (such as terminal servers) for shared usage of one or more licenses. This means that on a permanent basis only one user can install a license at a given time; to use the license on another computer, the installation on the initial computer must be physically removed to allow the installation on another computer. The use of Prompt™ as a "floating license" is connected to much higher license costs and must be agreed to in writing between the client and ats. This special form is possible by the 20-Prompt™ license in a plant (see definition in the first paragraph above) of a company for an extra charge and with a written letter of agreement of ats. In case more than one operation is connected to a server and only one or all operations use "floating licenses", it is necessary to acquire a Prompt™ 20-license for each operation. The operation, the location and the operations manager must be mentioned by name for the issue of a valid license.

Any attempt to use or operate a license of the software or of a third party provider software package without having a valid client license for every computer, such as with technical tricks, is strictly prohibited. Even the attempt can result in consequences under civil and criminal law.

The licenses of the software packages Prompt™, Prompt™ Batch and Prompt™ Titan are always bound to an operation or to a plant and a server with a processor and a logical hard drive and shall be used only for the processing of data of the operation, that is, the named license carrier of ats and at whose location the server is assembled and used. The transfer of data into the operation coming from other operations is a violation of the limitations of use of this license. Thus the use of Prompt™ as a data-preprocessing tool for providers or providing departments is prohibited.

The Prompt™ licenses are always offered with a loader. This loader can serve only one data source due to technical and licensing restrictions. For every additional data source, an additional loader must be licensed. As far as in-house mechanisms shall write to Prompt™, a client license must be obtained and used for every data source and for every loader.

The licenses of Prompt™, Prompt™ Batch and Prompt™ Titan are always connected on a server serving the licensed number of connected users. In installing one of the two add-ons, Prompt™ Batch or Prompt™ Titan, on a Prompt™ server, the licensing must include also all licensed workstations, whether they are in use or not. License sharing on a server or the separate increase of the number of Prompt™ licenses without increasing the number

of Prompt™ Titan / Prompt™ Batch licenses or vice-versa is not possible. With respect to the number of registered users on a server, all systems and add-ons must be increased by the same number. The software package or the add-on with the lowest number of valid licenses on a server limits the number of workstations that are authorized for use. For example, the installation of a Prompt™ 20-workstation version that is provided with a Prompt™ Batch 5-workstation version can be used only for 5 workstations at the same time until the Prompt™ Batch 20-workstation version is installed.

ats reserves the right, by concealed technical measures, to make violation of license conditions recognizable and usable as evidence, or to prevent such violations. The Customer hereby agrees that he waives any form of right of data protection to the extent that data transmitted to ats lead directly and exclusively to the collection of evidence of misuse of licenses. ats prohibits any commercial lending of the full version of Prompt™, Prompt™ Titan and Prompt™ Batch as well as the commercial use of all functions of these packages in a number of consecutive projects.

Deviations from the defined rules must be in writing to be legally valid.

2. Exclusion of other legal Claims

The Customer is aware of ats being both author and owner of the software. ats reserves legal claim and property right to the software. The Customer accepts that the above granted license is not a sale of rights to the software and that the above-mentioned contract does not grant you any claim to patents, reproductions, trade secrets, trademarks or other rights in relation to the software. You declare your agreement to treat the software confidentially and to take appropriate steps to prevent unauthorized reproduction and publication.

With the Prompt™ installation, system files (DLL) are modified as well. In certain circumstances, this modification can cause problems with older software installations, because other (usually newer) versions of system files are installed. As a rule, in rare cases you will have to accept that older installations of other programs will no longer be fully functional. This risk basically exists with any installation of Windows programs. We endeavor to find an immediate solution to these problems, but we exclude any liability for damages to your installations due to such problems.

3. No Modifications, Decompiling or Copyright Violation

ats strictly prohibits any analysis of data structures, any disassembling or decompiling, deleting or modifying of the software or parts of the software, on data structures or files or documentation belonging to the software or delivered or installed with it. This prohibition is true for the original data carrier as well as for the installed software. Hence, the user must fully erase every incomplete installation.

Any software modification to allow use of several full versions at the same time or to use a demo version as a full version is a criminal act and will in every case be prosecuted by ats according to civil and criminal law.

All data structures, tables, table formats and database contents, relations between software modules, databases or database tables ("entity relationship diagram"), data flowcharts, graphical block diagrams of modules as well as all details not generally available on the market regarding user interfaces or software packages – hereinafter referred to as "Information" – are copyrighted properties of ats. For this Information, the licensee accepts the widest possible copyright protection in favor of ats by reference to §§ 69a III, 97, 100, 101a, 106, 108a, 110 and 111 of the copyright law.

Thus, the licensee waives fully or partly utilizing the Information of the other party for her/his own solutions and concepts, unless this was contractually and mutually agreed upon. The licensee accepts specifically that any attempt by the specialist programming department to use the Information about the ats system for in-house developments constitutes a criminal act. The licensee promises specifically not to allow that information deriving from ats software or being a direct result of it will influence its own software developments in any way except pursuant to a written contractual agreement.

4. Warranty

The delivered Prompt™ versions undergo a series of extensive testing at ats to ensure that no errors occur in delivered software packages. However, with such a complex software as Prompt™, it can never be excluded that occasional errors occur. ats points out that with the current state of the art, it is impossible to design error-free software for all applications and combinations, particularly when used in conjunction with different system environments, hardware components or other software packages. The sole subject of this contract is the software, which is basically usable in the sense of the program description.

Defects have to be reported immediately upon discovery, within 30 days at the latest. If the software is defective in parts, ats is obligated to owners of a full license, to the exclusion of other warranty claims, to repair the defect or to deliver a replacement.

Several repairs are permitted. If the repair fails more than five times, the Customer's only remedy is to demand reimbursement. ats does not assume liability which projects in whole or part are to be used in connection with the software, nor for the proper selection, installation, application or use of the software. That is particularly true in case of use of inappropriate hardware or software modifications or technically improper procedures. In particular, any liability for consequential damage caused by the software is excluded to the extent allowed by law, provided that no other agreements in the scope of projects are affected. ats is not liable for claims for damages on any legal basis except where the customer is able to prove a grossly negligent or intentional act or omission.

Warranty claims expire 12 months after delivery of the full version or after acquisition of the latest updates. Regarding the referring license, these claims are regulated in detail in the service level definitions attached below. The scope of guaranteed performance and the particular character of the guaranteed performance depend exclusively on the service level, which the customer has agreed to in writing with ats.

5. Application of the Law

This contract is subject to the legislation of the Federal Republic of Germany and must be applied as if the relevant legal transactions were to take place in the Federal Republic of Germany. To the extent that the rules of European software law are more favorable to ats and have not yet been adopted into German law, the rules of European software law supersede German law. Any disputed issue is governed by the law that is more favorable to ats. Both you and ats take notice that the United Nations Convention on Contracts for the International Sale of Goods (1980) is expressly excluded from application to this contract.

6. Conditions

This contract is valid until the year 2050, provided it is not previously terminated as stipulated below. ats has the right to terminate the contract and the licenses immediately vis-à-vis a customer if the customer does not meet or breaches the provisions of this contract.

7. Export Control

Our software is a high-tech product and as such is subject to export restrictions. Our software can be misused by unauthorized countries or persons to produce weapons. Any application or toleration of such application is strictly prohibited and requires the written permission of ats.

Neither the software nor underlying information or technologies may, by downloading or otherwise, be exported (1) to Cuba, Libya, Sudan, North Korea, Iran, Syria, or another country, for which an EU or US embargo exists, or to citizens or inhabitants of one of such countries; or (2) to a person, who stands on the list of the "Specially Designated Nationals" of the US Ministry of Finance or on the "Table of Denial Orders" of the US Department of the Treasury. By using the software, you accept the above obligations and attest that you are neither a resident of any such country nor under the control of any such country nor a citizen or an inhabitant of any such country nor on any of the above cited lists.

You accept that, in the event of dissemination, you will not violate these rights and will exercise appropriate care that these rights are not violated by third parties with access to your software.

8. General License Rules for Prompt™

The Prompt™ system data structure underlies the license protection like compiled software and must not be copied, fully or partially implemented in other databases, modified or made accessible to competitors of ats.

Also all open structures, scripts, triggers and functions or components of the Prompt™ system are in particular intellectual creations in terms of the copyright law and thus lie fully within the scope of copyright law.

Each Prompt™ license is delivered with one loader. This loader and each Prompt™ system is licensed for one process control system (one data source) and for one Prompt™ server. Each further process control system and each further server require the use of one additional loader. The Prompt™ system availability is provided only to the extent of server availability.

Each inactive but functional computer system (like backup servers) is considered as an active license and must be appropriately separately licensed.

Each interface for the Prompt™ system (LIMS, manual entries, diverse loaders, external programs) not licensed at ats, is like a fixed workstation (client) subtracted from the number of still freely usable, i.e. licensed, clients.

The Prompt™ license is delivered from ats with a very cost-efficient, so-called ASFU license (OEM license for ORACLE technology partners) from ORACLE. This ASFU license must only be used in connection with the Prompt™ system and its components and is tied to the Prompt™ clients. Under this license, the user is not allowed to execute the commands ALTER_TABLE and CREAtsE_TABLE by her/himself.

The fast and secure function of a Prompt™ system can only be guaranteed on a server with at least 3 GHz, 4 GB RAM, and at least 250 GB usable hard drive space on RAID (minimum RAID level 5). The clients must be connected with at least 100 MB available bandwidth and must have at least 2.5 GHz CPU, 1024 MB RAM, and 100 GB hard drive capacity.

9. Terminal Licenses

A terminal license is for the alternating access of many users to a small amount of Prompt™ licenses over a terminal server and therefore corresponds to a floating license. The terminal server accepts only the simultaneous access of the licensed user number, but without thereby defining the workstations in detail.

A simple Prompt™ 20-station license according to the current price list is required for use as floating license. These options and all installed options are subject to an **additional charge** of 250% (factor 3.5) for the operation as floating license or on a terminal server. This approximately corresponds to the estimated multi-usage of one single license and compensates, compared to fixed licenses, for income loss due to floating license use or a terminal server.

The Prompt™ server is loaded with a 20-station version of ORACLE.

Beside the ORACLE server, one further external terminal server must be available, which is loaded with the MS terminal server operating system.

In this case, all program packages from third-party suppliers with access to Prompt™ must be installed on the terminal server. Each external computer with a separate and fixed installation of an Oracle driver and access rights to the Prompt™ server is considered as a fixed license and is subtracted from the number of available floating licenses.

The number of measuring points is unlimited.

Only one single plant and one single operation that is organizationally subordinate to an operations manager may be plugged into the system; for each further operation and process control system, at least 20 further single-station licenses must be licensed.



On several fixed workstations, one ORACLE driver and the Prompt™ client are installed, resulting in corresponding installation costs per workstation.

Work with external programs like "Crystal Reports" is allowed only on these fixed workstations with a licensed Prompt™ client.

The Prompt™ Titan option is not functional on a terminal server because the client function requires too much calculation time.

10. Summary

You are aware and agree that you have read and understood this contract and that this is the complete contract between you and ats. This contract replaces all possible previous agreements between you and ats, whether oral, written, or in other form.

This contract can be amended only by a written document legally signed by ats.