

General technical conditions for Prompt-Server

ORACLE-Licenses

ORACLE has very complicated license conditions, compliance with which is not always easy to ensure. The responsibility for compliance with the license conditions of ORACLE proceeds with the commissioning of the system to the client.

When the client obtains the ORACLE-license from atlan-tec Systems, the client agrees to the following ORACLE-license terms:

ORACLE-License agreement

The license holder of the software system Prompt™ receives the following extension agreement for the software ORACLE from us

1. Prompt™ includes an ASFU license of Oracle database which is subject to the following conditions. The license covers at least as many named user plus, as Prompt™ client licenses were issued. The edition used is based on technical and licensing requirements.
2. The use of oracle-programs is limited to the legal entity that executed the end user license agreement.
3. The use of the oracle-programs is limited to the scope of Prompt and the internal business operations of the end user. Agents or contractors of the end user (including, without limitation, outsourcers) may use Prompt on behalf of the end user for the end user's internal operations as described above, subject to the terms of the end user license agreement.
4. When Prompt is used to facilitate interactions between the end user and the end user's customers and suppliers, the end user may permit its customers and suppliers to use the application package in furtherance of such interactions subject to the end user license agreement.
5. The end user is responsible for the use of the application package and compliance with the end user license agreement by its agents, contractors, outsourcers, customers and suppliers.
6. Oracle retains all ownership and intellectual property rights to Oracle-programs.

7. It is not permitted to assign, give, or transfer the programs and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).
8. It is not permitted,
 - a. to use the programs for rental, timesharing, subscription service, hosting, or outsourcing purposes,
 - b. to remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
 - c. to make programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license) and
 - d. transfer rights to the program to the end user or any other party.
9. Reverse engineering, disassembly or decompilation of the programs is not allowed (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and the duplication of the programs is prohibited, except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media.
10. Oracle shall not be liable beyond the legally prescribed minimum for
 - a. any damages, whether direct, indirect, incidental, special, punitive or consequential, and
 - b. any loss of profits, revenue, data or data use, arising from the use of the programs.
11. Upon termination of the agreement, the use of the programs must be discontinued and all copies of the program and copies of the documentation shall be destroyed or returned to atlan-tec Systems.
12. The publication of the results of any benchmark tests run on the programs is prohibited.

13. The end user will fully comply with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
14. The programs are subject to a restricted license and can only be used in conjunction with the application package Prompt.
15. Oracle performs no obligations of atlan-tec Systems GmbH and does not incur any liability that is not explicitly agreed upon.
16. atlan-tec Systems reserves the right to audit the end user's use of the programs. The end user is required to provide reasonable assistance and access to information in the course of such audit.
17. atlan-tec is permitted to report the audit results to Oracle, or may assign the right to audit the end user's use of the programs to Oracle. Neither atlan-tec Systems nor Oracle shall be responsible for any costs incurred by the end user in cooperating with the audit.
18. Oracle is a third party beneficiary of the end user license agreement.
19. Should the programs include a source code, which Oracle provides as part of its standard shipment of such programs, the source code shall be governed by the terms of the end user-license agreement.
20. Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the Prompt documentation or as otherwise notified by atlan-tec systems. Such third party technology is licensed to the end user only for use with Prompt under the terms of the third party license agreement specified in the Prompt documentation or as otherwise notified by you and not under the terms of the end user license agreement.

Dimensioning of the ORACLE-Server

The Prompt-system is based on Oracle database. The performance of the Prompt installation depends on performance and speed of the Oracle server. Since the hardware on which Oracle is running can be scaled almost indefinitely, the performance of a Prompt installation depends solely on the performance of the Oracle server and the Oracle license.

atlan-tec Systems GmbH (hereafter ats) will deliver a server and/ or an Oracle license and/ or server specifications and/ or an Oracle license as a platform for the Prompt installation, depending on the scope of delivery agreed upon.

The server shall be configured according to the specifications of the ordering party. The most important indicator for the server performance is the number of **transactions per second (TPS)**. This number describes the hardware performance.

Reading from or writing to the database results in one transaction. When, for example, values are read from a control system and entered into the Prompt database, this is a transaction. When 5000 values are read from 5 variables, this will result in 25000 transactions. The more TPS a server can perform, the faster values can be retrieved and displayed, e. g. as a graph.

When the ordering party carries out operations on Prompt or on the hardware on which it is installed that were not planned before the startup, they accept the risk of reducing the performance of other operations. This reduced performance can occur due to backups, the use of redo logs, recalculation of historical data, or when the data connection between a Loader and the server has been disrupted and buffered data need to be added to the database. Then, Prompt data access becomes slower, which is not a malfunction and does not warrant a legitimate complaint.

Access to the ORACLE-Server

In general, the warranty for a Prompt system is valid only when ats has full access to the Prompt server, hardware and Oracle database instance, including administrator privileges. Only with full system access, the proper function of the system can be assessed and maintained.

Master Data Configuration Standards

For each implementation, ats will prepare the Prompt server so that the ordering party's is able to configure an image of their operations and their variables by using the Prompt client. The most common variable types of the Prompt modules and their properties are described in the Prompt manual. ats is able to support the process and provide training (charges apply).

The scope of a project may contain a one-time configuration of the master data according to the ordering party's specifications. This requires the completion of dedicated master data forms which ats provides to the client, based on Microsoft Excel. It is necessary to fill in these forms very precisely; then the forms will be returned to ats according to the terms of the project. The filled-in forms become part of the project agreement. Thus, atlan-tec is not liable for any configuration error resulting from incomplete or faulty information contained in these forms. Any acceptance tests must refer to the first version of these forms provided to ats. Should any changes to the master data be necessary, the ordering party will be able to do these manually after the acceptance tests or order a revision from ats to perform these changes.