

## General technical conditions for software

The client acquires software from the atlan-tec Systems GmbH (hereinafter referred to as ats) under the premise that he agrees with all the features and all the functional limitations of the current software version as described in the current manual. Any function of the purchased software, which is not described in the handbook or in promotional literature clearly, is not part of the deal and part of claims arising therefrom by the buyer to ats.

The handbook of the purchased software is known in the current version by the client and is part of the deal. A defect or error is exclusively defined as the deviation of the actual behavior of the software from the description of the handbook, and it must always be reproducible on a comparable system environment (operating system). Once or sporadically occurring errors are not considered as a fault of the software, because the cause of such an error may be due to the computer (such as memory errors) or the operating system (driver error) and therefore these cannot be remedied for technical reasons. Also, errors that occur only on individual computers but not on others, are not considered as a fault of the software.

Properties of the software perceived by the client as an error or defect will not be considered as faults of the software, if the described properties in the handbook do not explicitly deviate from the actual properties of the software. Verbal side agreements of any kind, which go beyond this agreement, shall not apply. In particular, there is no stipulation that the software should be able to process any possible user error, faulty input or data error, or continue its operation undisturbed after such errors.

Ideas of the client, about how the software should behave, what the surface should look like and how it should work, are very welcome suggestions for ats, which serve to constantly improve the software. However, a claim for the implementation of the suggestions cannot be made, because ideas for improvement do not constitute the description of a defect. Changes or improvements to the functions of the software are always tied to new versions and are made available only as part of a paid update or an update contract.

The client agrees that in the case of a supposed complaint they will first test whether the error occurs repeatedly under the same circumstances on other computers. The error must then be described exactly in writing (mail to [hotline@atlan-tec.com](mailto:hotline@atlan-tec.com)), and the data and models with which this error occurred must be attached. The description must be clear so that the developers of ats are able to reproduce the error. After receiving the data, ats has at least 15 working days to remedy the error, provided that the purchase of the software occurred less than 1 year ago. Input from customers with an SLA is generally processed much faster.

Basically a defect of the software can only be detected, when the computer used was absolutely flawlessly configured and the operating system environment was used with all of today`s updates. The operating system must be listed as an, approved environment in the manual; and it must have been publicly available in the same version at the time of conclusion of the sales contract;, and it must have been supported by the operating system vendor at the time of the complaint (providing the latest updates). A defect can only be found provided that a current service pack of the operating system has been applied directly after the installation of the software in question. Changes of the operating system environment exclude the entitlement to debugging; such changes are above all, “silent updates” which replace critical system files during installations of third party software packages without subsequent cleanup with the latest service packs for the operating system provided by its manufacturer. As soon as an operating system is no longer supported by the manufacturer, ats will no longer provide free bug fixing within this environment, beginning on the day on which the official support by the manufacturer ends.

Therefore, for windows machines, a justified complaint can only be made provided that the windows version has been publicly available for purchase for more than three months at the time of purchase; the event reporting function and the system controller may not show any warnings or errors; the windows version must be “under support” at the time of the complaint; and the latest drivers, the latest service-pack and the latest system updates must be installed as the last installation before reinstalling the software about which the complaint was filed.

If a defect on the software is ascertained, the client is entitled to a bug fix within 15 working days after ats has received the data in question, error descriptions and models. After an attempt of fixing, the error-free version is sent to the client by post. The client denies any further claim to ats. There is neither an entitlement to a free on-site-visit by ats employees nor is there an entitlement to consultation and advice in the context of the error. The client also denies any further claims, such as compensation for damages caused by the malfunction of the software.

Licensing and form of the updates and the client`s entitlement to obtain such updates are subject to the license terms of the software, which are confirmed by the buyer during the installation of software packages, as well as to the conditions of the applicable SLA (Service Level Agreement). (Buyers without an SLA automatically obtain the SLA level 0.).