

General technical conditions for systems

General

The client only acquires the right for a free system support under warranty and in the context of SLA, if a complex system of software and services was purchased by him from the atlan-tec Systems GmbH (hereinafter called ats).

Basic of guaranteed functionality is a (functional) specification or/and the offer. It applies only the functions for the system as agreed, which exact explicitly mentioned for this system and sufficiently precise in the specifications, functional specification or offer have been described. By the client perceived as an error or defect properties of the system are then no error or defect, if in the specifications, functional specification or in the offer these properties are not explicitly differ from the actual properties of the system. Oral side agreements of any kind, which go beyond this agreement, shall be deemed not taken. For ats' software, which is used in the context of systems, also the "general technical conditions for software" applies.

It is not considered agreed, that the system all the possible mistakes and all changes in the system environment captures, detects, and then continues to operate smoothly. The exact conditions during setup of the system at the time of commissioning regarded as fixed components of the specification and thus agreed as immutable. If environmental conditions, configurations or interfaces change on a way as they have not previously described in detail in the specifications, in the functional specifications or in the offer and it comes in a causal connection with disturbances of the system function, so this is not represented by ats.

After the experiment of the mistake settlement, the error-free version is sent to the client by mail. Any further claim is denied by the principal to ats. Neither the claim to a free on-site visit exists by ats's employee's neither exists the claim to free consultation in the field of the error. The client also denied any further claims, e.g. compensation for damages caused by the malfunction of the system.

If the customer complains an error at ats and after an investigation by ats it turns out, that this error is not related to the system or components under responsibility of ats, the customer shall bear the entire costs of the investigation against proof of time and effort by ats. It is agreed that each quarter hour will be paid in accordance with the current hourly rate for engineering work. The expenses shall be reimbursed in accordance with the current guidelines of the financial management of NRW.

Errors located on customer's site are generally adjusted by ats only through a remote access to the system. For the case that such access is not granted, the client agrees, to bear the additional costs (expenses, travel costs, travel time) for one or more arrivals and delays in system work necessary, even if defects are represented by ats. If seriously defects - in spite of availability of a functioning online-connection - can only be settled by an on-site-visit, ats bears the costs of this application. Should it turn in an attempt to corrective action that defects are not represented by ats, but on any changes in the system environment, the customer shall bear the full costs of this service.

System integration

If this service is not scope of the order, the client makes sure that a sufficient number of 19" squares in a sufficiently conditioned cabinet is available for the system of ats. The computers are not exposed to excessive dust or dirt, a relative humidity of max 50% and a maximum temperature of 25°C at the priming housing exterior.

During the work of ats, a customer's IT specialist is available immediately upon request with administrative privileges on all relevant systems to provide system integration. Ats is allowed to bill waiting times, if these waiting times exceed more than 2 hours per working on site.

It is agreed that computer-border access, extensive network are needed on the network and if necessary also on components of the process control.

These requirements are met by the client in the award of the project or from contract award and requirement fulfilled within 30 days by ats. Therefore it may be necessary for the client, to install the OPC mirror or OPC tunnel software or other software packages and drivers.

For each PC supplied by the client an individual IP address is required, as well as access to a private internal or external SMTP-server for transmitting status messages to ats and to the client.

The network section, in which the system is installed, has its own switch and is connected only with the computers and networks, that are required for the function of the system and their connection has been expressly agreed. Only one network connection/internet connection is set up for the VPN.

System services and service per VPN

The client and ats agree, that ats receives an opportunity to observe, edit and maintain the installed systems remotely over VPN (virtual private network). For this the client and ats agree, that the client provides a VPN-connection with a minimum bandwidth of 1Mbit/s - in both directions -, as well as a file transfer possibility and remote access to the user interface of the operating system, which has to be available 24/7.

The availability of this VPN-interface will affect the availability of the system. If a specific system availability was agreed, failures of the VPN interface also reduce the availability of the whole system functions. The client and ats agreed, that these exogenous reduction of the availability does not go at the expense of possibly detected by ats system availability.

Ats assures the client, that this VPN-interface is served by only one by name known and authorized person with a computer, which is sufficient in accordance with the prior art, protected against viruses and other malicious programs.

Through the remote maintenance data and data packages of up to 2 gigabytes must be transferred safe and stable. That means the connection must be maintained long enough to enable the transfer of such an amount of data. The upload/download can take many minutes, even at high bandwidth.

Software updates during the project time

If the agreed project term is pass over by more than 3 months for reasons, which are not attributable to ats, is valid: Published ats an update on acquired by the end user licenses of ats during the project term, so it is agreed, that ats installed this automatically chargeable on the system of the client. The smooth process of projects and the safety of the technical functions cannot guarantee otherwise.

These updates occur only once per year/license. The costs are limited for the client to a maximum of **15% of the license cost** per year, according to the offer or the order. The variable costs for the implementation of the updates will be invoiced upon

certification by the agreed daily rate. ats is entitled, to charge these positions without separate order.

Exceeding the agreed project term

Exceeds the project term the planned term for 3 months, for reasons that ats is not responsible for, the package price of the project increased by 2%.

From a term exceeding by one year the price increases by 5% per commenced year, in order to achieve a balance of internal overhead, blocking resources and cost increases.

The full percentage, from the given time is calculated in each case. The basis for the calculation is the complete agreed service amount. Already made payment cannot be considered here. ats is entitled to charge these positions without separate order.

Guarantee and warranties

The legal guarantee regulations are valid for all crafts of this service, provided by commissioning and acceptance no file has been changed or replaced on the computers, even though updates of other software vendors. The warranty expires, if the customer performs not allowed changes to the system.

An extension of the warranty and the services can be coordinated mutual and writing with ats after the commissioning of the entire system. Authoritative discussion bases for maintenance contracts are executed in the current service-level agreements (SLA).

Only by selecting an appropriate service-level, the client can ensure the long-term care and maintenance of the system.

If agreed availabilities as part of SLA, so they are dependent on compliance with these technical conditions.