

# **OMNITREND**<sup>®</sup> **Center**

**Installation and Start-up** 



Version: 2.4.3

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Translation of the german manual

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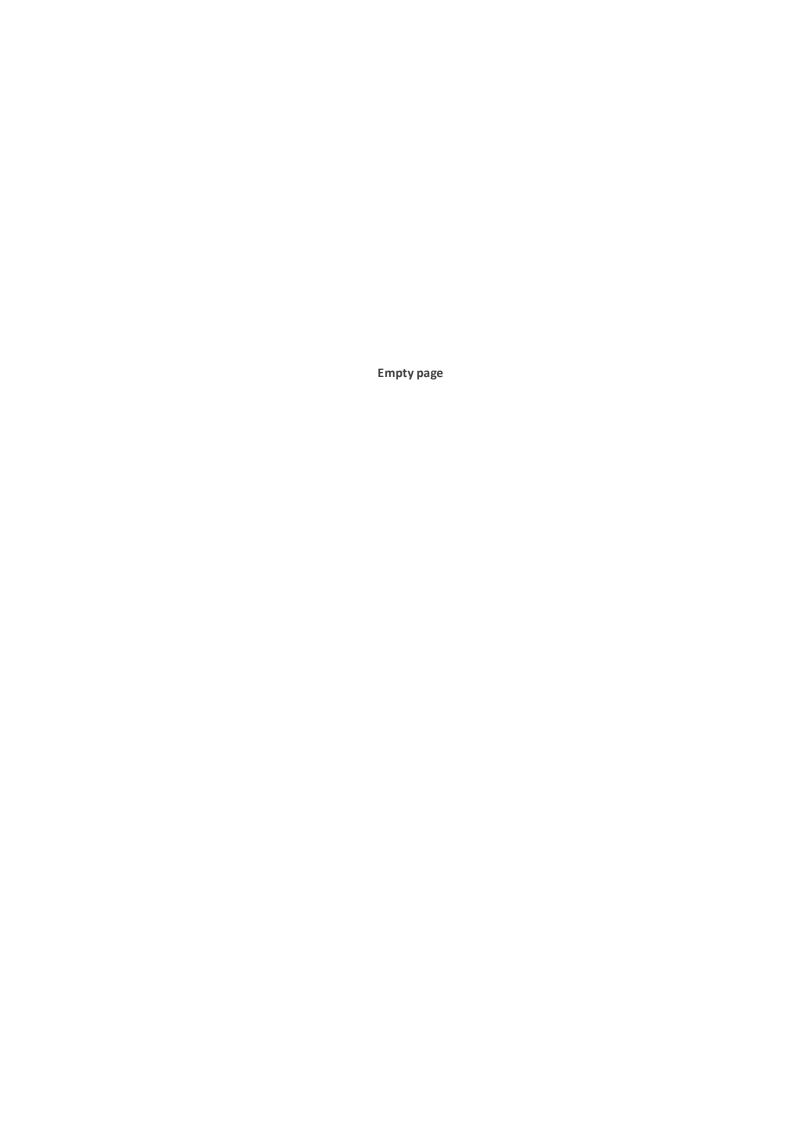
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# 1 Introduction

## 1.1 Welcome to OMNITREND Center

OMNITREND Center is a newly developed condition monitoring software for operating condition monitoring and diagnostics on rotating machines.

OMNITREND Center processes machinery condition data that was recorded using a mobile condition monitoring system (e.g. data collector) or a permanently installed condition monitoring system (online CMS) made by PRUFTECHNIK.

OMNITREND Center supports data evaluation by offering a variety of practical analysis functions. All results can be clearly documented and archived in the form of reports and findings. The condition monitoring systems are configured for data acquisition in the software using measurement and machine templates.



## 1.2 Prior to starting

## Check the delivery content

On delivery, check the goods for damaged or missing parts. Note any possibly objectionable parts on the shipping documents and claim them with the forwarder or your local PRÜFTECHNIK sales partner.

## Responsibilities

As operator, you must ensure that the requirements for software installation and start-up are met:

- Provision of a qualified expert for software installation.
- Provision of the infrastructure required for installation and operation ("System requirements" on page 9).

## Notes regarding these instructions

These instructions are a part of the product. As such, they must be kept and updated throughout the product service life. These instructions must be handed over to any subsequent owner or user of the product.

These instructions describe the installation and start-up of the OMNITREND Center PC software. Please refer to the OMNITREND Center Online Help by pressing the **F1** function key after starting the program to access a complete description of the operation.

These instructions apply to software version 2.4.3 and higher.

## Disclaimer

The information in these instructions are exclusively for informational purposes and subject to change. Although these instructions have been prepared with utmost care, errors cannot be excluded.

PRÜFTECHNIK Condition Monitoring GmbH shall not be liable for any subsequent damage caused by errors or inaccuracies that could be contained in these instructions.

PRÜFTECHNIK Condition Monitoring GmbH shall not be liable for any damage resulting from non-compliance or partial compliance with these instructions.

## **Text conventions**

The texts are characterized as follows according to their function:

- Explanation: Text without indent
- Instruction or enumeration: List with as bullet points
- Information: Text on gray background with prefixed Icon
- Example: Text on blue background
- Labeling, name, command, menu entry, button: Text in bold

## **Abbreviations**

The following abbreviations are used:

- OMNITREND Center PC software = OMNITREND Center, software, program
- OMNITREND Center utility = Utility
- Condition Monitoring System = CMS, measurement device
- Industrial Internet of Things = IIoT

## 1.3 Safety

OMNITREND Center contains important machine information, whose loss can cause considerable costs. For this reason, a reliable data backup is required to avoid consequential damage caused by data loss.

## Qualification

Installation and start-up may only be performed by a qualified IT expert. This expert must be familiar with and follow these instructions.

## Intended use

OMNITREND Center is a Windows-based PC software for processing of machine condition data measured using PRUFTECHNIK measurement devices.

The software may only be operated within the specifications given in these instructions.

PRUFTECHNIK shall not be liable for any possible damage caused by misuse.

## License agreement

The license agreement (EULA) for OMNITREND Center can be found on the PRUFTECHNIK website or via the following link:

• EULA in English (PDF)

## 1.4 Service addresses

Feel free to contact us in case of questions:

• Tel. + 49 89 99616-0

PRÜFTECHNIK Condition Monitoring GmbH

Oskar-Messter-Str. 19-21

85737 Ismaning, Germany



Please have your software activation code ready when contacting our hotline. You can find this code on the package of the installation medium.

## 1.5 System requirements

## **OMNITREND Center Client / Single user**

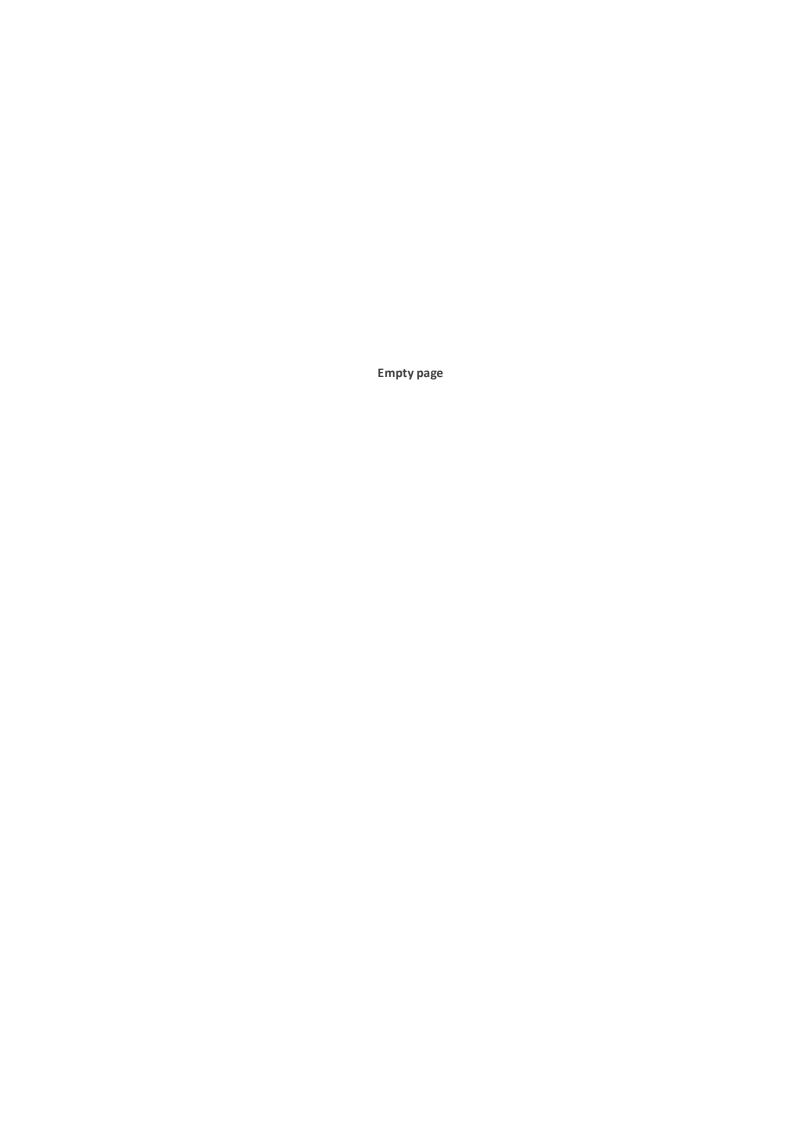
- Hardware:
  - Processor: Dual core 2.4 GHz or higher
  - Memory, RAM: 4 GB, 8 GB or higher recommended
  - Storage drive: SSD, 5 GB free
- Operating system:
  - 64 bit: Windows 10 Professional, Windows Server 2016
- Browser
  - Internet Explorer 11
  - Microsoft Edge (current version)
  - · Google Chrome (current version)
- Ports:
  - 42427 and 42428 for single user version
  - 42450, optional for messaging in the client/server version
- Display:
  - 3D graphics card

#### **OMNITREND Center Server**

- Hardware:
  - Processor: Quad core 3 GHz (Windows 7 from 2.7 GHz).
  - Memory, RAM: 8 GB, 16 GB or higher recommended
  - Storage drive: SSD, 15 GB free.
- Operating system:
  - 64 bit: Windows 10 Professional, Windows Server 2016
- Ports:
  - 8011 and 8081, and two free ports for client connection
  - 9998 to manage Email-Center
- For MS SQL Server databases
  - Microsoft SQL Server 2012, 2014, 2016 for every edition
  - In conjunction with an online device: Standard edition or higher

## Supported measuring device types

- Online CMS (Client-Server only):
  - VIBGUARD (Kernel version: 2019\_KW29)
  - VIBGUARD compact (Kernel version: 2019\_KW29)
  - VIBROWEB XP (Kernel version: 2018\_KW17)
  - VIBRONET Signalmaster V3 (Kernel version: 2018\_KW47)
- Portable measuring devices (handheld CMS): VIBSCANNER 2, VIBXPERT II, VIBXPERT EX, VIBXPERT I



## 2 Installation

OMNITREND Center can be installed as a **single user** or as a **client-server version**. The client-server installation is described in the following section. For details on the single-user installation, see section "Single user installation" on page 19

## 2.1 Server installation

The **server** application and the corresponding modules (DAP, License server, Email center) are installed on a computer that is continuously in operation and accessible at all times.



You must have Windows administrator rights to perform the installation.

- Connect the installation medium to the server PC.
- Open the file Install\_omnitrend\_center\_server\_xxxyyy.exe in the folder Server.
- Confirm the subsequent Windows user account control safety prompt by clicking 'Yes'. The installation wizard starts.
- Click on Next, to open the next dialog window.
- Select the installation folder. Click on Next.
- Enter the activation code provided on the package. Click on Next.



Be sure to enter the code in groups of 4, separated by hyphens.

- Select the folder, where the server should store data. Click on Next.
- Click on Install, to start the server installation.
- After successful installation, click on **Finish**. The 'OMNITREND Center Utility' program starts, which allows you to access and operate the server.

## 2.2 Server configuration

You configure the server with the program **OMNITREND Center Utility**.



You need Windows administrator rights to start the utility.



Only for MS SQL server: For startup, the databases for OMNITREND Center must be created and accessible on the server. The configuration for access to the server database is done in the settings/database settings menu.



Definition of terms:

**Server database** = Database with the server-specific content.

**Measurement data database** = Database with the measurement data (hereinafter also referred to as "database").

Up to and including version 2.1, the format of the server database was **HSQL**; the measurement data existed in a file in **HDF5** format.

From version 2.2 upwards, OMNITREND Center also supports the **MS SQL** database format. Since then, the server database can also be operated in MS-SQL format and the measurement data can be stored in a MS-SQL database. Different procedures therefore arise for accessing and starting the server database.

## Starting the OMNITREND Center utility

• Start the utility via the Windows Start menu:

Programs / PRUFTECHNIK / OMNITREND Center Server / OMNITREND Center Utility



The utility indicates server status via traffic light:

• Grey: Server is stopped | Green: Server is running | Red: Server reports error

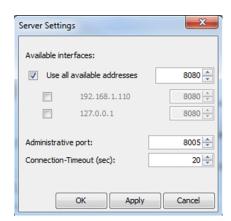
You can change the server configuration in the menu Settings.



The server must be stopped, when making changes to the configuration.

#### **IP** settings

Click on Settings/IP settings:





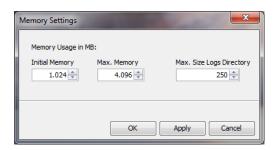
These settings apply to the OMNITREND Center server and the ports at which it is accessible. The set ports must be enabled in the firewall settings for the server to be accessible.

Here you may enter the IP address and port, via which the server can be accessed. The following options are available:

- Use all available addresses: The server can be accessed via all IP addresses in use on the server PC. If you would like to access the server via one specific IP address only, enable it in the list. Enable IP address 127.0.0.1, where the server and client are installed on the same PC ('localhost'). By default, the IP address used is the one currently assigned to the server.
- Administrative port: Port for sending start and stop commands to the server.
- **Connection timeout (sec)**: Duration following which the connection to the client is terminated where no communication takes place.

#### Memory space

Click on Settings/Memory Settings:



Here you can define the available RAM storage space (in MB) for the server.

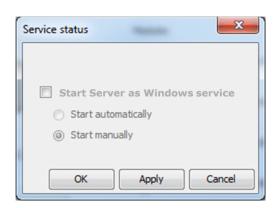
- Initial Memory: Minimum size
- Max. Memory: Maximum available storage space
- Max. Size Logs Directory: Maximum storage space for log files on the hard disk.



Set the maximum value as high as possible, taking into account the space required for the operating system and additionally running applications.

## **Start Options**

Click on Settings/Windows Service:



Here you can specify whether the server is installed as a **Windows service** and should run in the background after startup. If the server is installed as a Windows service, you can start it either **manually** via the utility, or have it start **automatically** when the PC is booted.

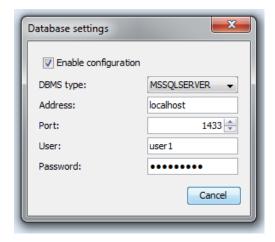
Install server as Windows service and set the start option:

- Activate the **Start Server as Windows service** checkbox.
- Select the desired start option: **Start automatically** or **Start manually**.
- Click on **Apply** to apply the settings.
- Click on OK.

If the server is not installed as a Windows service, you must start it via the utility ("Server start/stop" on page 17).

## Database configuration (MS SQL)

Click on settings/database settings.



Here you enter the connection data for accessing the MS SQL server database. Use this configuration if a server database in MS SQL format is set up for the OMNITREND server. You generally obtain the connection data from the administrator of the MS SQL server.

## Server status report

Click on Reports/Generate status report.

The server configuration settings are compiled into a file, which, once created, can be opened directly.

## Log file

Click on Reports/Show logfile.

Each event (status, error) on the server is chronologically recorded in a log file.

## 2.3 Install Server modules

In order to be able to use server modules 'Server', 'DAP', 'Email Center', you will need to install them via the utility as follows.



The server must be stopped, during server modules installation.

- In the Modules field, check the modules to be installed.
- Click on **Install**. The modules and server statuses are regularly checked, and displayed via the traffic light indicator:
  - Grey: The module is not installed.
  - Green: The module is installed and the server is running.
  - Yellow: The module is installed and the server is stopped.
  - Red: Error. The module is unavailable.
- **(i)**

A module may be uninstalled again as required, for e.g. more efficient use of system resources.



## 2.4 Server start/stop

The server can be started as follows:

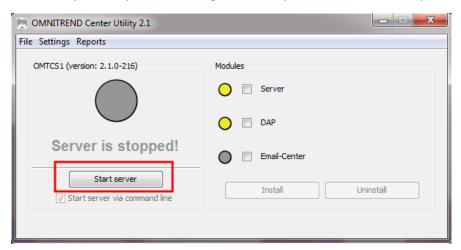
- The server starts **automatically** when the server PC is booted, if the 'Automatic' **start option** is enabled in the Utility (" Start Options" on page 14).
- You manually start the server via the Utility, if the Manual start option is enabled in the Utility, or the server is **not** installed as Windows service.

To start the server via the **Utility** proceed as follows:



You need Windows administrator rights to start the Utility.

Start the Utility either by double-clicking on the Utility icon on the desktop



• On the utility home page, click on **Start server**.



The option **Start server via command line** opens a command line window, for detailed analysis of the start sequence. It is always enabled, when the server start is not configured as a Windows service.

The server can be stopped as follows.

Server is installed as a Windows service:

- The server is stopped **automatically** when the server PC is shut down.
- You stop the server via the utility: On the utility home page, click on **Stop server**.

Server is **not** installed as Windows service

• You stop the server via the utility: On the utility home page, click on **Stop server**.

## 2.5 Client installation

The **client** application is generally installed on a workstation PC that can communicate with the server PC via a network. If necessary, and for initial startup, the client can also be installed directly onto the server PC.



You must have Windows administrator rights to perform the installation.

For client application installation proceed as follows:

- Connect the installation medium to the client PC.
- Using Windows Explorer, open the installation medium contents.
- Open the file Install\_omnitrend\_center\_client\_xxxyyy.exe in the folder Client.
- Confirm the subsequent Windows user account control safety prompt by clicking 'Yes'. The installation wizard starts.
- Click on **Next**, to open the next dialog window.
- Select the option Client/Server. Click on Next.
- Select the installation folder. Click on Next.
- Select the folder, where the client should store data. Click on Next.



This folder is created only in case you use OMNITREND Center as a single user application.

- In the next screen, select the option Yes, allow InstallShield to add the firewall rule. Click on Next.
- Click on Install, to start the client installation.
- After successful installation, click on Finish.

## 2.6 Single user installation



You must have Windows administrator rights to perform the installation.

## **OMNITREND Center Single User installation**

- Connect the installation medium to the client PC.
- Using Windows Explorer, open the installation medium contents.
- Open the file Install\_omnitrend\_center\_client\_xxxyyy.exe in the folder Client.
- Confirm the subsequent Windows user account control safety prompt by clicking 'Yes'. The installation wizard starts.
- Click on **Next**, to open the next dialog window.
- Select the option Single user. Click on Next.
- Enter the activation code provided on the package. Click on Next.



Be sure to enter the code in groups of 4, separated by hyphens.

- Select the installation folder. Click on Next.
- Select the folder, where the program should store data. Click on **Next**.
- In the next screen, select the option Yes, add the firewall rule now. Click on Next.
- Click on Install, to start the installation.
- After successful installation, click on Finish.

## 2.7 Update

OMNITREND Center is continuously further developed and improved. The current version can be downloaded free of charge from the PRUFTECHNIK webpage:

## www.pruftechnik.com



You can also contact your local sales partner regarding the update.

## A. Before the update

- Transfer all **measured data** from the portable measuring device into the OMNITREND Center database.
- Check the current system requirements for the PC (server/client PC) ("System requirements" on page 9).
- Create a backup copy of the current database. Proceed as follows:
  - SQL database: Create the backup copy in MS SQL Management Studio.
  - HSQL database / single-user version:
    - Write down the database ID (Administration Perspective / Server Editor / Server section).
    - Exit OMNITREND Center (Client, Server, Single user). Wait about 5 minutes until all processes are finished.
    - Open the database folder. In a standard installation the databases are stored under:

**Client-Server** = C:\Users\Public\Documents\PRUFTECHNIK\OMTCS\databases

**Single user** = C:\Users\Public\Documents\PRUFTECHNIK\OMTCC\databases

- The database is located in the folder named with the corresponding database ID.
- Pack the database folder in a ZIP archive.
- Save the ZIP archive in a safe place.

## B. Install update



You need to have Windows administrator rights to run the update files.

- Download the update file (\*.exe) for the server and client application from the PRUFTECHNIK homepage.
- Copy the file into an empty folder.
- Run the file.

Details regarding the individual installation steps can be found in sections "Server installation" on page 11 and "Client installation" on page 18 or .

## C. After the update

- Update the firmware in the portable measuring devices and the kernel in the online CMS. You can obtain the latest versions from your local sales partner.
- When using **Asset View**, update all online configurations in OMNITREND Center and transfer these to the online CMS.

# 3 Start-up

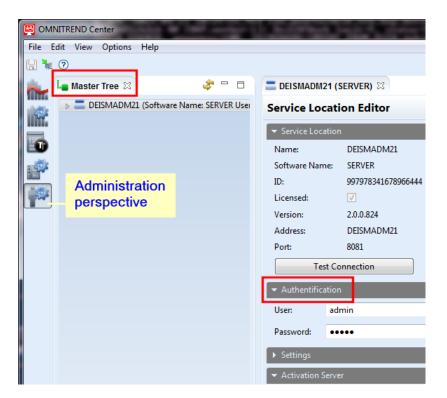
## 3.1 Starting the client / single user application

**Prerequisite**: Before you start the client, the server needs to be running and the server module made available.

Procedure: Double-click on the program icon on the desktop



Following the start sequence, the program window is displayed in the administration view.





**Client-Server**: If the server and client are installed on the same computer, the client automatically establishes the connection to the server. If this is not the case, you need to set up the server connection manually.



**Single User**: In this version, the "client" and "server" are contained in one application and therefore connect automatically after starting the program.

## 3.2 Connect to server

The following section applies to a client-server installation for which the client and server are installed on **different** computers.

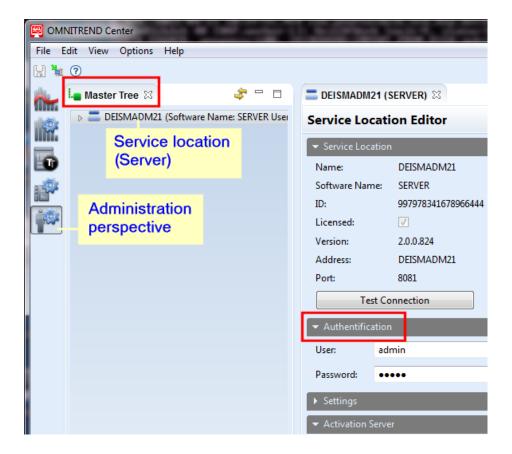
## To establish connection to the server:

- Using the right mouse button, click in the upper left part of the window (master tree). A dialog menu appears.
- Click on Attach Server. A dialog window appears.
- Enter the connection data:
  - Address: IP address/name of PC, on which server is installed.
  - Port: Interface, via which the server should be contacted ("IP settings" on page 13).
  - **Test connection:** Test server connection. Where connection is successful, the message: 'server found at the specified address.'.
  - User: Enter the following user name: system-admin
  - Password: At first login, enter the following password: system-admin



The user name **system-admin** is provided for the **system administrator** user role, and cannot be changed. You can change the corresponding password during initial start-up and/or at any time later on in the **Authentification** section using **Change password**.

• Click on **Finish**. The client connects to the server. The server checks the user data, and is subsequently displayed in the master tree.



## 3.3 Disconnect / detach connection to server



The following section applies to a **client server** installation.

The connection between client and server can be

- detached permanently or
- · disconnected temporarily.

## Examples:

The server PC is down for maintenance. In this case, you **detach** the connection, so that connection data and activated licenses are retained.

You administer multiple servers, but have only a single server license available to you. In this case, **disconnect** the connection to the current server, so that you may use the license for another server.

## To disconnect/detach the server connection

- Using the right mouse button, click on the server in the master tree. A dialog menu appears.
- Click on...
  - Detach

The server is deleted from the master tree. To restore the connection, follow the instructions in the section "Connect to server" on page 22

Disconnect Server.
 The server remains visible in the master tree. To restore the connection, in the dialog menu, click on Connect Server.

## 3.4 OMNITREND Center activation

Together with the OMNITREND Center software, you have been supplied with the necessary licenses. The activation of these licenses is done either automatically via Internet, or manually via a license file, which you will need to request from PRÜFTECHNIK.

You have the following activation options:

#### **Automatic activation:**

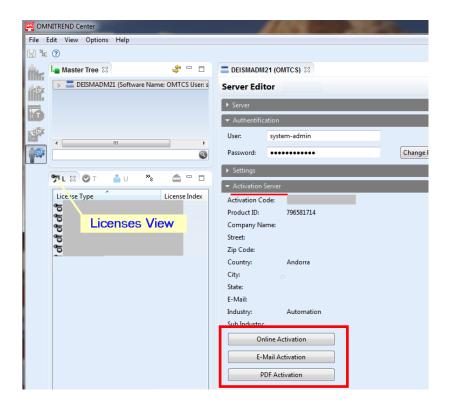
Automatic activation takes place, when the server has an Internet connection, and can connect to the PRÜFTECHNIK activation server.



## The activation server connection data are preset.

- Switch into the Administration perspective as required.
- In the master tree, double-click on the server to open the **Server editor**.
- In the editor window, open section<sup>1</sup> Activation server.
- Click on Online Activation. A dialog window appears.
- Enter the required data, and click on **Finish**.

  The server connects to the PRÜFTECHNIK activation server. This checks the licenses and automatically activates the software. Licenses are displayed in the 'License' view (lower left part of window).



#### Manual activation

If the server has no Internet connection, request the license file as follows, via email or fax:

Click in section **Activation server** ...

<sup>1</sup>Grouping of related functions and fields in the Editor window

- ... on Email Activation. A dialog window appears.
- Enter your customer data, and click on Finish.
   The default email program on the client PC is launched, and an email containing the required activation information appears.
- · Send the email.

OR

- ... on PDF Activation. A dialog window appears.
- Enter your customer data, and click on Finish.
   A PDF file is created, and displayed in Adobe Acrobat Reader.
- Print the file, and fax the copy to the fax number provided.

You will receive the license file via email.

Import the license file as follows:

- In the main menu, click on File/Import. A dialog window appears.
- Check the License import assistant, and click Next.
- Select the required server, to which the license should be imported.
- Specify the folder, in which the license files (\*.lic) are stored:
   Click on Select folder, and navigate to the target folder, or enter the path in the field Folder.



With **Search subfolders** you will expand the search to include subfolders. When doing so, note that, depending on the size of the folder structure, the search may take some time.

- Select the file in the field Files.
- · Click on Finish. The file is imported.
- Confirm the import message with OK.
   The licenses appear in the 'License' view (bottom left of window).

To import a multiserver license proceed as follows:



All user roles can import a multiserver license.

- In the main menu, click on File/Import. A dialog window appears.
- Check the Multiserver license import assistant, and click Next.
- Click on **File open** and navigate to the folder, in which the license file (\*.lic) is stored.
- Select the file, and click on **Finish**. The file is imported.
- Confirm the import message with OK.
   The license appears in the 'License' view (bottom left of window).



All user roles can establish connection to an additional server. To do this, you require the relevant connection and user data. These can be obtained from the relevant servers systems administrators.

("Connect to server" on page 22).

## **Retrospectively obtain licenses**

Contact your PRÜFTECHNIK distribution partner, if you require additional licenses. As well as the required license descriptions, PRÜFTECHNIK will require the activation code can be found on the installation medium and the customer data, which you must provide when requesting a license file ("Manual activation" on page 24).

You will be notified, as soon as the new licenses are made available on the PRÜFTECHNIK activation server. If you require manual activation, you will be sent via eMail the relevant license file.



## **Software License Agreement**

#### 1. Subject Matter of these Terms and Conditions

- 1.1 PRÜFTECHNIK Condition Monitoring GmbH, Oskar-Messter-Str. 19-21, D-85737 Ismaning (hereinafter referred to as "prüftechnik") shall provide the Customer with the software ("Contractual Software") described in the attached data sheet or offer in its object code on a data carrier or, at its own discretion, to be downloaded from the internet in accordance with the following provisions.
- 1.2 The terms and conditions contained in this Agreement and in the offer shall take precedence over any and all deviating or additional terms and conditions of the Customer, in particular in terms and conditions of purchase, orders or other documents. This shall also apply if prüftechnik concludes the Agreement without reservation although it is aware of the Customer's contrary or deviating terms and conditions. Any terms and conditions contained in an offer shall take precedence over the terms and conditions of this Agreement.
- 1.3 Further services in relation to the Contractual Software (e.g. customization, maintenance or training) are not the subject matter of this Agreement.
- 1.4 The provisions of the <u>privacy policy</u> (http://www.pruftechnik.com/legal-no-tice/data-privacy.html) shall also apply.

#### 2. prüftechnik's Services

- 2.1 The Customer shall receive the Contractual Software in its object code for the operating system set out in the data sheet or offer on a data carrier or as an electronic copy for downloading from the internet.
- 2.2 The range of functions, the requirements for the hardware and software environment and other information relating to the properties of the contract software shall be exclusively that set out in the supplied documentation and datasheet or the quotation. Beyond this prüftechnik shall not owe any software qualities. In particular the Customer cannot infer any such obligation from other representations of the Contractual Software in public statements or in advertising by prüftechnik unless prüftechnik has expressly confirmed such a deviating quality in writing.
- 2.3 The dispatch and transmission of the Contractual Software and, as the case may be, of the associated services shall be at the Customer's risk and cost unless otherwise stipulated in the offer letter.
- 2.4 The documentation is either on the supplied data medium for printing out at home or is available in the form of the online help section. Documentation in paper form shall only be supplied upon special request, as the case may be for an extra charge.

#### 3. Customer's Rights of Use

- 3.1 prüftechnik shall grant the Customer a non-exclusive right of use, which is unlimited in terms of geography and time, without the right to grant sub-licenses as follows:
- 3.1.1 The Customer shall be entitled to use the software for the normal, specified use within the undertaking stipulated in the offer for the quantity stated therein (e.g. number / named users / installations, servers, CPU) and in the country of destination stipulated therein. Other types of use are not covered by the right of use, in particular the software may not be leased or loaned to third parties or provided to third parties for temporary use as part of EDP services, in particular as part of operating a computing center or outsourcing, as part of application service providing agreements or in any other way and may not otherwise be used for the purposes of third parties.
- 3.1.2 The Customer may make one back-up copy of the original data carrier supplied to him provided that this is necessary for the purposes of securing the future use of the software (e.g. in the case of a system failure). The back-up copy must be marked as such and must be labelled with the original data carrier's copyright notice. If the hardware on which the software is used is exchanged the software must be erased from the hardware used up until then.
- 3.2 The Customer is entitled to use the Contractual Software beyond the above-described rights of use only following prüftechnik's consent. If the Customer fails to obtain consent and exceeds the above rights of use prüftechnik shall be entitled to issue an invoice for the amount that accrues for the more far-reaching use in accordance with prüftechnik's then current price list, unless the Customer can prove a substantially lower loss on the part of prüftechnik. This shall be without prejudice to any further-reaching non-contractual claims for damages.
- 3.3 The Customer shall be entitled to amend, extend and otherwise modify the Contractual Software within the meaning of Paragraph 69 c no. 2 of the German Copyright Act (UrhG) only to the extent that the Act mandatorily allows the aforementioned. Any defects that occur shall be rectified under the warranty or, as the case may be, under a valid support contract. There shall be a defect only if the properties of the Contractual Software deviate from the program description in the user documentation or the Contractual Software does not satisfy its objectively intended object and additionally the execution of the Contractual Software is interfered with not only negligibly. If there is a support contract in place or there is a case of liability for defects in quality (Sachmangelhaftung) prüftechnik must be notified of any such defect without undue delay. If prüftechnik starts to rectify the defect within a reasonable period then any at-

tempts by the Customer to rectify the defect himself shall be unlawful. Otherwise the Customer can make modifications to and copies of the Contractual Software that are necessary to rectify the defect. The Customer may not make any modifications that go beyond the rectification of defects so permitted.

- 3.4 The Customer can ask prüftechnik for the interface information required to bring about interoperability of the Contractual Software subject to payment. Said information may only be used to create interoperable programs which do not have substantially similar forms of expression and may only be passed on if this is absolutely necessary for the stated purpose. If and to the extent that prüftechnik is not prepared to send the Customer the interface information within a reasonable period or only in return for an unreasonably high charge, the Customer may undertake a decompilation within the limits of Paragraph 69 e of the German Copyright Act (UrhG). The Customer must immediately destroy information thereby acquired that does not concern interfaces.
- 3.5 If in the course of making subsequent improvements or in the course of maintenance prüftechnik provides the Customer with add-ins (e.g. patches, bug fixes) or with further developments of the software (updates, upgrades), which replace versions of the Contractual Software previously provided, said add-ins or further developments shall be subject to these terms and conditions. In that case the rights of use in relation to the previous version of the Contractual Software shall lapse.
- 3.6 Unless otherwise expressly provided, the Customer shall not obtain any further-reaching rights to the software, in particular no right to the software's source code.

#### 4. Product Activation

The Customer can exercise the above-mentioned rights of use only if he activates the copy of the software in the manner stipulated by prüftechnik. Usually, the Customer shall receive notification from prüftechnik after receipt of payment that the Contractual Software can be activated and, as the case may be, appropriate activation codes. The precise procedure can at all times be read on prüftechnik's website. If the Customer changes hardware, the software may have to be reactivated. prüftechnik applies said measures in order to ensure that only properly licensed copies of the software are used. prüftechnik does not collect, process or use any personal data on the Customer's computer when activating the product.

#### 5. Fee

- 5.1 Upon payment of the fee stated in the offer the Customer shall be granted the rights of use described in Clause 3.
- 5.2 All prices are deemed to be plus statutory value added tax (*Umsatzsteuer*) and, if appropriate, carriage and packing.
- 5.3 The fee shall be due immediately upon conclusion of the Agreement unless otherwise stipulated in the offer.
- 5.4 prüftechnik reserves title to all copies of the Contractual Software until the licence fees have been paid in full. In the event that the contract is breached by prüftechnik, in particular if prüftechnik is in default with payment, the Customer shall be entitled to demand the return of all copies of the Contractual Software to which the Customer has reserved title at the expense of prüftechnik or, if applicable, to demand the assignment of any rights held by prüftechnik against third parties. In this case, on request prüftechnik shall confirm in writing to the Customer that it has not retained any copies of the Contractual Software and that all installations of the Contractual Software have been irrevocably deleted from the systems of prüftechnik or the third party. Before the final transfer of title, prüftechnik shall only be able to dispose of the rights to the Contractual Software with the prior written consent of the Customer.

#### 6. Customer's Obligations

- 6.1 The Customer shall import and install the Contractual Software, inspect it for its operational capability and report any defects that may occur to prüftechnik without undue delay after receipt. The Customer shall have sole responsibility for setting up an operationally capable and adequately dimensioned hardware and software environment for the software.
- 6.2 The Customer shall keep the software handed over safely in order to exclude the possibility of misuse. He shall give third parties access to the software only with prüftechnik's prior written consent.
- 6.3 The Customer shall not be permitted to alter or remove any of prüftechnik's copyright notices, marks and/or control numbers or symbols. If the Customer edits the software, said notices and marks must be included in the adapted vergion.
- 6.4 The Customer shall take reasonable precautions for the event that the software does not work properly, either in whole or in part (adequate back-up of data, regular checks of the data processing results).
- 6.5 The Customer is entitled to pass the Contractual Software in its original condition and as a whole together with a copy of these Terms and Conditions on to a subsequent user if the third party declares his agreement to these Terms and Conditions. Said right to pass on does not extend to passing on copies or partial copies of the Contractual Software and also not to passing on the modified or edited versions or copies or partial copies made thereof. If passed on, the Customer must delete all versions and copies of the Contractual Software remaining with him. The Customer must report any passing on of the Contractual Software



to prüftechnik in writing. The deletion of versions of the Contractual Software remaining with the Customer must be confirmed to prüftechnik in writing upon request.

# 7. Liability for Defects in Quality (Sachmängel) and Defects in Title (Rechtsmängel)

- 7.1 prüftechnik does not give any guarantee for the software unless a specification has expressly been designated in writing as "guaranteed".
- 7.2 There is a defect in the software if the properties of the software deviate from the product description or the software does not satisfy its objectively intended object and additionally the execution of the software or its fitness for use is interfered with not only negligibly. Sequence errors due to hardware errors or operating errors or non-reproducible errors do not constitute defects within the meaning of this provision.
- 7.3 Obvious defects in the sample of the software supplied must be reported in writing by the Customer without undue delay, however no later than within a preclusion period of ten days as of receipt of the software. Latent defects must be reported in writing within a preclusion period of ten days since discovery of the defect
- 7.4 When a defect is reported the Customer shall, however, first rule out the possibility that the defect reported is attributable to an operating error. For this the Customer shall have the burden of proof. The Customer must report defects in writing and must enclose therewith a detailed description of the error picture. Costs incurred by the Customer for checking the Contractual Software shall be borne by him alone.
- 7.5 prüftechnik shall be answerable for defects, which are present when the Contractual Software is delivered, for a period of one year as of delivery in accordance with the following rules:
- 7.6 In the case of defects in the documentation prüftechnik shall rectify the defect by notifying the Customer in writing how the incorrect passages in the documentation should read correctly. There shall be a defect in the documentation only if the specified use of the Software or of the documentation by the Customer is thereby unreasonably impeded.
- 7.7 If there is a defect in the Contractual Software prüftechnik can, at its option, remedy the defect or supply the Customer with a version of the software that is free from defects. A defect can also be remedied by supplying updates, patches or bug fixes, which the Customer imports himself, or a reasonable bypass solution. If the defect is not reasonably remedied by a deadline set by the Customer the Customer must set prüftechnik a further reasonable deadline to remedy the defect. If the rectification fails because of the same defect a total of three times or if prüftechnik has not remedied the defect after the expiry of the deadlines the Customer can demand a pro rata reduction in the fee (abatement) or, in the case of defects which are not negligible, can rescind the Agreement. Remedying a defect at the Customer shall extend the period of limitation only with regard to said narticular defect
- 7.8 The Customer shall be obliged to accept a new version of the software unless the original functional scope would thereby be reduced or the acceptance were to give rise to significant disadvantages for the Customer.
- 7.9 If third parties assert claims, which would hinder the Customer from exercising the rights of use granted to him, the Customer shall notify prüftechnik thereof in writing without undue delay. The Customer authorizes prüftechnik to conduct the dispute with the third party, whether in or out of court, alone.
- 7.10 prüftechnik shall take defensive action against the claims at its own cost and shall indemnify the Customer against all reasonable costs and damage associated with the defensive action against the claim unless they were caused by conduct on the part of the Customer that was in breach of duty.
- 7.11 Damage which is attributable to faulty data carriers, improper installation by the Customer or third parties as well as editing or modifying the software not in accordance with the contract including rectification or maintenance work that was not authorized by prüftechnik is excluded from the liability for defects in quality (Sachmängelhaftung) and from the liability for defects in title (Rechtsmängelhaftung).
- 7.12 If in the course of a requested remedying of a defect it subsequently transpires that the trouble reported by the Customer is not attributable to a defect in the software, in particular if it is due to an operating error, prüftechnik shall charge the Customer for the expense incurred in accordance with the price list for prüftechnik's services as applicable from time to time.
- 7.13 prüftechnik's liability for defects in quality (Sachmängelhaftung) and for defects in title (Rechtsmängelhaftung) is exhaustively governed by this Clause subject to the provisions of Clause 8 (Liability).

#### 8. Liability

- 8.1 prüftechnik shall be liable on the merits under this Agreement for damage to the Customer.
- which prüftechnik or its statutory representatives or vicarious agents has brought about intentionally or grossly negligently,
- which occurred due to a breach by prüftechnik of a duty whose fulfilment makes the correct execution of the Agreement possible in the first place and which the contract party can normally expect compliance with (cardinal duty),
- -if said claims result from the German Product Liability Act (Produkthaftungsgesetz),

- -if in the case of contracts for sale (Kaufverträgen) or contracts for work and services (Werkverträgen) prüftechnik gave a guarantee for the quality of the thing or prüftechnik made a fraudulent misrepresentation,
- -which arises out of an injury to life, body or health due to a breach of duty by prüftechnik or one of its statutory representatives or vicarious agents.
- 8.2 prüftechnik shall be fully liable in the case of damage caused intentionally or grossly negligently or in the case of an injury to life, body or health. Otherwise the claim for damages shall be limited to the foreseeable damage typical for the contract, in the case of late performance (Verzug) to 5% of the contract value. The liability under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected thereby.
- $8.3~\mbox{ln}$  cases other than the cases mentioned in  $8.1~\mbox{to}~8.2$  above prüftechnik's liability is excluded irrespective of the cause in law.
- 8.4 Claims for damages against prüftechnik shall be time barred following the expiry of 12 months after they arose. In the case of intent or gross negligence on the part of prüftechnik, in the case of fraudulent nondisclosure of a defect, in the case of personal injury or defects in title (Rechtsmängel) within the meaning of Paragraph 438(1) no. 1 a of the German Civil Code (BGB) and in the case of guarantees (Paragraph 444 of the German Civil Code (BGB)) the statutory periods of limitation shall apply. The same applies to claims under the German Product Liability Act (Produkthaftungsgesetz).
- 8.5 Insofar as prüftechnik's liability is excluded this shall also apply to the personal liability of prüftechnik's white-collar workers, blue-collar workers, employees, representatives and vicarious agents.
- 8.6 prüftechnik shall be liable for the loss of data only if the Customer has taken reasonable precautions against the loss of data, in particular by making back-up copies of all programs and data in a machine-readable form at least once per day or the loss of data could not have been avoided even if this obligation had been complied with. In all other respects prüftechnik's liability for loss of data is subject to the limitations of this Clause 8.
- 8.7 prüftechnik does not accept any liability for third-party software supplied together with prüftechnik's products, whether for the type, scope or quality of said software. The Customer shall be obliged to initially assert any claims, of no matter what kind, against the developer of the third-party software. For this, prüftechnik hereby already assigns any rights it may have to the Customer and promises to support the Customer as far as is economically reasonable in the assertion of said claims. If court action to enforce the Customer's claims against the third-party software developer fail finally and absolutely, prüftechnik shall be secondarily liable.

#### 9. Confidentiality

- 9.1 The Customer undertakes to carefully protect the software together with the documentation and other information material, such as the separately supplied interface description, as well as the back-up copy against unauthorized discovery by third parties, which includes discovery by unauthorized employees.
- 9.2 The Customer shall indemnify prüftechnik against the damage incurred due to any breach of this obligation.

#### 10. Final Provisions

- 10.1 The transfer of rights and obligations arising out of this Agreement by the Customer to a third party shall require the prior written consent of prüftechnik.
- 10.2 The Customer shall not be entitled to exercise a right of retention because of any other claim that does not derive from this Agreement. The Customer can assert a right of setoff only against claims against prüftechnik which are not disputed or which have been established as final and unappealable.
- 10.3 The invalidity of one or more provisions of this Agreement shall not affect the validity of the remainder of the Agreement. The contract parties shall endeavor to replace the void provision by a valid provision which comes as close as possible to the economic purpose intended by the void provision. The same shall apply in the event that there is a gap in the Agreement requiring regulation.
- 10.4 Any amendments or additions to the Agreement including to this Clause as well as amendments or additions to the Schedules to the Agreement are required to be in writing in order to be effective. E-mail or other forms of electronic transmission does not constitute written form for the purposes of this regulation.
- 10.5 The place of performance shall be prüftechnik's registered office (seat). This Agreement shall be governed by German law to the exclusion of the CISG. The exclusive place of jurisdiction shall be the Munich (Landgericht [Regional Court] I). prüftechnik shall also be entitled to sue the Customer at his registered office (seat).

Position as per: 30 November 2015

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