ATMOS ATMOSoft / ATMOS Capture Suite
Declaration of Transfer / Cancellation of Software License

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1. License used to be transferred or cancelled

Original installation / Presently valid License / Existing license of current installation Your license data can be found in the “Options” menu of the software	
Version Number:	
Purchased Serial Number:	
Original Activation Code:	
Dongle Number:	
New installation / Serial number the existing license has to move to	
New Serial Number:	



General Notes:
We have stopped granting licenses by new Activation Code. Any license will remain valid until official revocation. A transfer of a license by Activation Key is realised now generally by a new dongle. The transfer will be charged with a service fee.
The replacement of a lost license will be charged generally. For replacing a defective license dongle we charge a service fee after warranty period expiration. There are no further costs if we get returned the defective one.

Owner or purchaser of the original license to be cancelled, transferred or upgraded	
Company / Facility:	
Name / Contact Person:	
Address (ZIP - City):	
Address (Street):	
Address (Country):	
Phone Number:	
E-Mail:	

2. The original license is not in use anymore because:

- ☐ The Software / License has been removed
- ☐ The license gets moved to another owner
- ☒ Other reasons (possibly on another sheet)
- ☐ Defective License Dongle (Service fee)
- ☐ License change from Activation Key to License Dongle (Service fee)

3. Upgrade Requests:

- ☐ Upgrade to Capture Suite Version 5 (700.0052.0 - Request a quotation)
  A valid licence for any version of the ATMOS Capture Suite HD is required.
- ☐ Upgrade to Capture Suite Version 5 (700.0098.0 - Request a quotation)
  A valid licence for any version of ATMOSoft or ATMOS Capture Suite SD is required.
- ☒ No upgrade required

New owner / Person the new license has to be transferred to if applied	
Company / Facility:	
Name / Contact Person:	
Address (ZIP - City):	
Address (Street):	
Address (Country):	
Phone Number:	
E-Mail:	

Herewith we declare that all given information is correct. We confirm the knowledge of the attached License Terms and Conditions.

Location: Date: Name / Signature Stamp

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Software - License Terms and Conditions

Please read this Software License Agreement ("Agreement") carefully before you purchase this software and install and use it on your computer. By using this software you agree with all terms as stated in the following paragraphs.

§ 1 Contract Definition, Domain

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b) Source Information, License and Customer Numbers or other Specifics for Program Identification cannot be deleted or modified by any means.

c) The exclusive worldwide distribution rights of this software are at the company ATMOS Medizintechnik GmbH & Co. KG.and the subsidiary company Rehder / ATMOS GmbH.

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a) License Definition

1. The Licensee receives with full payment of the license fee a simple, non-exclusive, unlimited in time, right for use of the software as well as the applicable documentation for his/her own purpose. Software License Agreement

2. Until full payment is received the licensee is authorized the use of the software, but this right can be recalled again. The Licensor may recall or deny use of the license as long as the Licensee is behind on payment. Granted rights for the use of a product are only unlimited in time, if full payment of the agreed upon amount is received by the Licensor.

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4. If the right for use of the software is cancelled or expired the Licensee has to return the software, all copies of it as well as the documentation to the Licensor. In case a return is physically impossible, the Licensee will delete everything and confirm this to the Licensor in writing.

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1. The Licensee has the permission to copy the software as long as this is required for the use of it. Included with the required copies is the installation of the software from the original data storage device to the hard disk of the hardware used as well as loading of the software to the operating storage space.

2. The Licensee is allowed to copy the single software for the purpose of save storage once to a permanent data storage device. Such copies must be clearly marked as 'safe storage copies'.

3. Other forms of copies (including the output of programming codes to a printer and printing or photocopying of program description) are not permitted.

c) Multiple Usages

The Licensee has to delete the software from the hard disk of hardware used, if a change of the data operating device is performed. The Licensee is not allowed to store the software on more than one hardware system, if the software is intended for use on one workplace only. It is not permitted to use single license software on a network that allows multiple accesses at the same time.

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According to the recognized standard of technology it is impossible to develop complex software products that are completely free of defects. The agreed upon condition of the software provided by the Licensor is not focused to eliminate all defects, rather that the software has no defects, which hinder the intended usage in a minor way.

§ 5 Other

a) This license agreement is governed by the laws of Germany. Application of the following laws are excluded: "Einheitlichen Gesetzes über den internationalen Kauf beweglicher Sachen", "Einheitlichen Gesetzes über den Abschluss internationaler Kaufverträge", "Übereinkommen der Vereinten Nationen über Verträge über den internationalen Warenkauf"

b) Place of jurisdiction is the court of the Licensor for all commercial disputes resulting from the contract, including payment and important document claims. The Licensor can also utilize the courts of the Licensee.

c) In case any of the contractual terms are invalid or will become invalid, then all other contractual regulations are still in force. In place of an invalid regulation a legally valid regulation will be adopted that matches the intentions of the contract partners closest. This rule will also apply to any gap in the contract.

d) There are no verbal side agreements. Changes to this software license agreement must be in writing. Same applies to the abrogation of the written document.

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