

LICENCE AGREEMENT FOR DOMAT IDE

Pursuant to **Act no. 121/2000 Coll., on copyright**

1. Introduction

- 1.1 The company Domat Control System s.r.o., with registered office in Staré Čívce, U Panasonicu 376, ZIP 530 06 Pardubice, Corp. ID: 27189465, registered in the Commercial Register kept by the Court in Hradec Králové, Section C, File 25782 (“**Provider**”), as the Licence Provider, provides the Acquirer (“**Acquirer**”) with the Licence for the computer software “**Domat IDE**”, designated for programming of the hardware or software platforms based on the Domat Runtime. Conditions not set forth explicitly in this Licence Agreement are governed by other conditions agreed in the framework of concluding this Licence through a web form or in other form (Computer software specification, scope of licence, remuneration for Licence provision, payment of the remuneration, other conditions). Unless agreed otherwise, the provisions of this Licence Agreement shall prevail.
- 1.2 The copyright is held by the Provider only.

2. Granting the Licence

- 2.1 The Provider grants the Acquirer non-exclusive right to use the software on conditions set forth in the Licence.

3. General Terms and Conditions

- 3.1 The Licence is granted free of charge for the Domat IDE project editor if it is used in connection with the automation hardware or software based on the Domat Runtime.

4. Scope of the Licence

- 4.1 The Licence is granted:
- (a) For the period stipulated in Article 7 below;
 - (b) As territorially limited by locating it at a workstation (e.g. personal computer) of the Acquirer, where the Computer software is installed (place of performance); and
 - (c) Unlimited as to quantity; and
 - (d) For the following ways of use:
 - (i) Operation of the Computer software by the Acquirer or another person authorized by the Acquirer (e.g. another workstation user), not a third person; and
 - (ii) Duplicating the Computer software, but only in the scope necessary for the purpose of installation and operation of the Computer software, as well as for the purpose of creating a backup copy.
- 4.2 The Provider hereby grants the Acquirer the licence to carry out the right to extract data from and use databases which are part of the Computer software, in the scope relevant to the scope of the Licence. The Acquirer does not have specifically the right to extract data from and use the databases forming part of the Computer software separately from the Computer software (e.g. with the Acquirer’s own or third party software). The databases forming part of the Computer software are protected for this purpose adequately and it is possible to identify their content even after unauthorized transfer into third parties’ software.

5. **Other Licence Conditions**

- 5.1 The Acquirer is authorized to use the Computer software only in compliance with the purpose for which the Computer software was developed.
- 5.2 The Acquirer is not authorized to copy, translate, process, modify or change the Computer software in any other way, translate it into other programming or national languages, source code or assembler format, join it with another computer software and use any such computer software and interfere with the internal structure of the Computer software in any way, except in such cases as are explicitly authorized in this Licence or Act no. 121/2000 Coll., on copyright and rights related to copyright, and changes to some other Acts (Copyright Act), as amended ("**Copyright Act**"). The contracting parties exclude the right of the Acquirer pursuant to Sec. 66, par. 1, point b) of the Copyright Act.
- 5.3 The communication protocols contained and used by the Computer software represent a trade secret of the Provider; the Acquirer is not authorized to study the communication protocols used by the Computer software.
- 5.4 The Acquirer is not authorized to use the Computer software in any other way than stipulated in this Licence. In case of breaching the Licence conditions the Acquirer shall reimburse the Provider for any material or immaterial damage caused.
- 5.5 The Acquirer is not authorized to pass the Licence on or sub-licence it in any scope without an explicit written permission of the Provider.
- 5.6 The Provider can grant a licence to the Acquirer for a new version (upgrade) of the Computer software on advantageous conditions, provide consulting service and possibly send information about other products of the Provider.
- 5.7 The Acquirer is not authorized to use the Computer software for programming and setting up the parameters of other equipment except the equipment listed in point 1.1.

6. **Rights from Defective Performance**

- 6.1 The Provider grants the Acquirer a 6 months warranty for quality and compliance of the Computer software with the user documentation. The Provider is entitled to remedy the defects of the Computer software at its own discretion, usually by providing a repaired version of the Computer software to the Acquirer, in a reasonable period determined by the Provider.
- 6.2 Unless explicitly agreed otherwise, the Provider provides the Computer software "as is". The Acquirer acknowledges and agrees that the Computer software can contain some errors for which the Provider is not responsible though. The Acquirer is obliged to prevent any potential damage, including backing up its data regularly, and arranging a backup solution in case the Computer software does not work.
- 6.3 The Provider is not responsible for any damage caused by incorrect use of the Computer software contrary to this Licence or user documentation. The Provider shall reimburse only such damage that was caused to the natural rights of man or caused by the Provider deliberately or by gross neglect. In the widest scope permissible by law, the Provider is not obliged to reimburse to the Acquirer any damage possibly caused in connection with this agreement and use of the Computer software by the Acquirer.

7. Validity Period of the Licence

- 7.1 This Licence becomes valid on the day of meeting the terms and conditions by the Acquirer, and if a financial consideration is set forth in the general terms and conditions, then the decisive day for the Licence validity is the day when the payment for the Licence provision is credited to the bank account of the Provider.
- 7.2 This Licence is agreed for an unlimited period starting on the day of validity of the Licence.
- 7.3 The Provider has the right to terminate this Licence with immediate effect in case the Acquirer breaches any provision of this Licence.
- 7.4 For the purpose of delivering any notices to the Acquirer by the Provider (including terminating the Licence) the written form is preserved also in case of e-mail sent to the Acquirer to the contact communicated by the Acquirer as his/her current contact.

8. Concluding the Licence

- 8.1 The Acquirer's agreement with the Licence is expressed by clicking the "Yes" button in the web form on the Provider's website or in another similar form, but by installing the Computer software at the latest.