



LICENCE AGREEMENT

concluded between

Provider:

Domat Control System, s.r.o.

U Panasonicu 378, Pardubice, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 103100

IČO: 271 89 465

DIČ: CZ 271 89 465

Represented by: Karel Vytřisal, CEO

and

User:

The entity that receives a license number from the **Provider** to access the **Domat Proxy Server** computer program. An entity becomes an **user** when it uses the license number and begins using the SOFTWARE with the assigned license number..

I. Subject of the licence

The subject of this agreement is the granting of rights to use the **Domat Proxy Server** computer program, hereinafter referred to as SOFTWARE, for establishing connectivity between Merbon Runtime/PLC and client programs. The SOFTWARE is a copyright work protected by the provisions of the Copyright Act No. 121/2000 Coll. Under this agreement, the **Provider** grants the right to use the functions of the SOFTWARE to the **User** during the term of this agreement in accordance with the provisions set out below.

II. Licensing

The **Provider** shall allow the **User** to use the functions of the SOFTWARE, whereby the SOFTWARE is installed on the **Provider's** resources. Upon request, the **Provider** shall send to the **User** a license number that allows the use of the SOFTWARE. The license number shall not have a limited time validity.

Parts of the SOFTWARE may be Open Source. These parts may be used in accordance with the relevant Open Source licenses which take precedence over this Agreement.

III. Entitlements of the User

Domat Control System s.r.o., U Panasonicu 376, CZ - 530 06 Pardubice
Tel.: +420 461 100 823, Fax: +420 226 013 092, info@domat.cz

Training center Praha, Třebízského nám. 424, CZ - 250 67 Klecany
Tel.: +420 222 365 395, Fax: +420 226 013 092

Czech Republic - Slovakia - Austria - Croatia - Germany - Hungary - Lithuania - Latvia - Malaysia - The Netherlands - Belgium - Poland - Portugal - Romania - Slovenia - Switzerland

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www.domat-int.com



a) The **User** is entitled to use the functions of the SOFTWARE as long as it complies with the terms of this Agreement and as long as the SOFTWARE, including the necessary connectivity, is provided by the **Provider**.

b) The **User** is entitled to use the functions of new versions of the SOFTWARE (upgrade) free of charge. Work such as installation, system configuration, backups, etc. are not part of this agreement and may be provided for a fee.

IV. The User is not entitled to:

a) use a license number for multiple PLCs at the same time,

b) make copies of the SOFTWARE for purposes other than those set out in this Agreement,

c) in any way analyze the SOFTWARE, modify it, translate it into other programming or national languages or into source or assembler form, incorporate it into other software and distribute products so created, derived from the original SOFTWARE and otherwise attempt to interfere with the internal structure of the SOFTWARE, in particular to connect to the SOFTWARE with clients other than those supplied or approved by the **Provider**, except as expressly permitted by copyright law,

d) lend, rent, transfer acquired authorisations or otherwise dispose of the SOFTWARE in an unauthorised manner.

V. Responsibility of the Provider

Since the use of the SOFTWARE is provided free of charge, the **Provider** does not guarantee the availability of the service or the error-free operation of the SOFTWARE. In the event of any damage caused to the **User**, end user, or a third party directly or indirectly as a result of the use of the SOFTWARE or the Internet connectivity required for the use of the SOFTWARE, the **Provider** disclaims any liability. The **User** declares that he will not claim any damages, caused by malfunction or non-functionality of the SOFTWARE or the Internet connectivity necessary for the use of the SOFTWARE, from the **Provider**.

The **Provider** is entitled to change the parameters of the service based on the SOFTWARE (e.g. max. number of connected clients, max. data flow, etc.) at any time, even without prior notice.

VI. Duration of the Arrangement

The Arrangement shall remain in force unless the **User** breaches the terms of the Contract. It shall cease to have effect without further delay if the **User** does anything contrary to the provisions of the Arrangement. Upon termination of the Arrangement, the **User** shall cease all further use of the SOFTWARE.



The **Provider** shall be entitled to suspend or terminate the provision of the service based on the SOFTWARE at any time, even without prior notice. Interruption or termination of the provision of this service shall result in the termination of the Arrangement.

VII. Conclusion of the contract

This Agreement is concluded on the part of the **Provider** by making the SOFTWARE available and issuing the license number, on the part of the **User** by the moment when the **User** uses the license number and starts using the SOFTWARE with the assigned license number.