Licenční ujednání (English version below)

I. Předmět licence

Předmětem této smlouvy je poskytnutí práv k počítačovému programu (aplikaci) Merbon Visual, dále jen SOFTWARE, pro monitorování a řízení provozu technologií a ukládání dat v **Projektu**. Projektem se rozumí konkrétní instalace řídicího systému a/nebo systému pro sběr dat, určená zejména umístěním v objektu (objektech) nebo technologiích a měřicími a řízenými místy, tzv. datovými body. SOFTWARE je autorským dílem chráněným ustanoveními autorského zákona č. 121/2000 Sb.. Podle této smlouvy **Poskytovatel** poskytuje právo užívat SOFTWARE **Nabyvateli** po dobu platnosti této smlouvy podle dále uvedených ustanovení.

II. Licencování

Poskytovatel k SOFTWARE poskytuje instalační soubor. Odsouhlasením podmínek během instalace z tohoto instalačního souboru **Nabyvatel** akceptuje toto licenční ujednání.

Části SOFTWARE mohou být Open Source. Tyto části mohou být používány v souladu s příslušnými Open Source licencemi, které mají přednost před tímto Ujednáním.

III. Oprávnění Nabyvatele

- a) **Nabyvatel** je oprávněn provozovat SOFTWARE tak dlouho, dokud bude respektovat podmínky této smlouvy, a to ve spojení s datovými body, které jsou instalovány v **Projektu**.
- b) **Nabyvatel** je oprávněn provozovat SOFTWARE pouze pro komunikaci s **Projekty** obsahující hardware (PLC), podporovaný **Poskytovatelem**. V případě pochybností je **Nabyvatel** povinen kontaktovat obchodní oddělení **Poskytovatele**.
- c) **Nabyvatel** má právo na dodávku nových verze SOFTWARE (upgrade) zdarma. Práce, jako instalace, konfigurace systému, zálohování apod. nejsou součástí tohoto ujednání a mohou být poskytovány za úplatu.
- d) **Nabyvatel** je oprávněn pořídit si rozmnoženiny SOFTWARE, pokud jej potřebuje pro vlastní provoz programu na počítačích podle bodu a) uvedeného výše za účelem vykonávání funkcí programu, a dále pro archivní účely, popřípadě k nahrazení oprávněně získané rozmnoženiny.

IV. Nabyvatel není oprávněn:

- a) pořizovat rozmnoženiny SOFTWARE pro jiné účely, než stanoví toto ujednání,
- b) jakýmkoliv způsobem SOFTWARE analyzovat, měnit, překládat jej do jiných programovacích či národních jazyků nebo do zdrojového tvaru nebo do tvaru assembler, zahrnout jej do jiného software a šířit produkty takto vzniklé, odvozené od původního SOFTWARE a jakkoliv jinak zasahovat do vnitřní struktury SOFTWARE, s výjimkou případů výslovně povolených autorským zákonem,
- c) půjčovat, pronajímat, převádět získaná oprávnění či jiným nepovoleným způsobem nakládat se SOFTWARE.

V. Odpovědnost Poskytovatele

Poskytovatel neodpovídá za škody vzniklé nesprávným provozováním SOFTWARE v rozporu s podmínkami, uvedenými v uživatelské dokumentaci. V případě jakékoliv škody vzniklé **Nabyvateli** nebo třetí osobě přímo nebo nepřímo na základě používání softwarového produktu je případná odpovědnost **Poskytovatele** za tuto škodu výslovně podmíněná jeho zaviněním, a případná výše náhrady škody v žádném případě nepřesáhne smluvní pokutu ve výši ceny SOFTWARE. **Poskytovatel** dále není povinen zaručit, že SOFTWARE bude podporovat všechny současné nebo budoucí typy nebo verze systémů, používaných v **Projektech**.

VI. Doba platnosti Ujednání

Ujednání se sjednává na dobu neurčitou, ledaže **Nabyvatel** poruší některou z podmínek Ujednání. V tom případě má poskytovatel právo okamžitě ukončit platnost Ujednání. V okamžiku ukončení platnosti Ujednání je **Nabyvatel** povinen přestat SOFTWARE dále jakkoliv používat.

VII. Uzavření smlouvy

Toto Ujednání je uzavřeno ze strany **Poskytovatele** dodáním instalačního souboru, ze strany **Nabyvatele** okamžikem, kdy **Nabyvatel** či odpovědný zástupce **Nabyvatele** nainstaluje a zahájí používání SOFTWARE. Tento úkon **Nabyvatele** se pokládá za akceptaci návrhu **Poskytovatele**.

Za Poskytovatele:

Domat Control System, s.r.o. U Panasonicu 376, 530 06 Pardubice zapsaná v obchodním rejstříku vedeném Krajským soudem v Hradci Králové, oddíl C, vložka 25782 IČO: 271 89 465, DIČ: CZ 271 89 465

Příloha: Open source programy a jejich licence níže.

Licensing Agreement

I Subject of License

The subject of this Agreement is the provision of rights for a computer program (application) Merbon Visual, hereinafter referred to as SOFTWARE, for the monitoring and management of the operation of the technologies as well as the storage of data in **Project**. Project signifies a specific installation of a management system and/or a system for data collection, mainly determined by location in the structure(s) or technologies and measuring and managements points, so-called data points. The SOFTWARE is a copyrighted work protected by the provisions of Copyright Act No. 121/2000 Coll. According to this Agreement the **Provider** provides to the **Licensee** the right to use the SOFTWARE for the period of validity of this Agreement in accordance with the following provisions.

II Licensing

The **Provider** provides a installation file for the SOFTWARE. By agreeing with the terms, which is part of the installation process, the **Licensee** accepts this Licensing Agreement.

Parts of the SOFTWARE can be Open Source. These parts may be used in accordance with corresponding Open Source licenses that prevail over this Agreement.

III Authorizations of the Licensee

- a) The **Licensee** is authorized to operate the SOFTWARE for as long as he/she complies with the terms of this Agreement, in connection with the data points installed in the **Project**.
- b) The **Licensee** is authorized to operate the SOFTWARE only to communicate with **Projects** based on hardware (PLC) supported by **Provider**. In case of doubt, the **Licensee** shall contact the sales department of the **Provider**.
- c) The **Licensee** has the right to deliver new versions of the SOFTWARE (upgrade) free-of-charge during the warranty period. Work, such as the installation, configuration of the system, backup, etc. are not part of this arrangement and can be provided for a fee.
- d) The **Licensee** is authorized to acquire duplicates of the SOFTWARE if he/she needs it for his/her own operation of the program on the computers according to a) specified above for the purpose of performing the program functions and for archival purposes, or for the replacement of a duplicate obtained in an authorized manner.

IV The Licensee is Not Authorized:

- a) to acquire duplicates of the SOFTWARE for purposes other than those provided for in this Agreement,
- b) to in any way analyze, modify, translate, transfer or otherwise translate the SOFTWARE into other programming or national languages or in source or assembler form, include it in other software, and distribute the emerging products derived from the original SOFTWARE, and otherwise interfere with the internal structure of the SOFTWARE, except as expressly permitted by the Copyright Act,
- c) to lend, lease, transfer the obtained authorizations or handle the SOFTWARE in any other unauthorized manner,

V Liability of the Provider

The **Provider** is not liable for damages resulting from the incorrect operation of the SOFTWARE in conflict to the conditions specified in the user documentation. In case of any damage arising for the **Licensee** or third party, directly or indirectly based on the use of the software product, the potential liability of the **Provider** for such damage is expressly under the condition of its fault, and the possible amount of damages in no way exceeds the contractual penalty in the amount of the program product price. Furthermore, the **Provider** is not obliged to guarantee that the SOFTWARE will support all existing or future types and versions of systems, used in **Projects**.

VI Period of Validity of the Agreement

The Agreement is negotiated for an indefinite period, unless the **Licensee** violates any of the conditions of the Agreement. In such a case, the Provider will immediately terminate the Agreement. At the moment of terminating the validity of the Agreement, the **Licensee** is required to completely stop using the SOFTWARE.

VII Conclusion of the Agreement

This Agreement is concluded on the side of the **Provider** by delivering the installer, by the side of the **Licensee** the moment or the responsible representative the **Licensee** installs and starts using the SOFTWARE. This action by the **Licensee** is considered as acceptance of the **Provider**'s proposal.

The Provider:

Domat Control System, s.r.o. U Panasonicu 376, 530 06 Pardubice registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section C, File No. 25782 ID: 271 89 465, TAX ID: CZ 271 89 465

Příloha: Open source programy a jejich licence Attachment: Open source programs and their licence agreements

QT.io

https://www.gt.io/terms-conditions/

OpenSSL

Copyright (c) 1998-2019 The OpenSSL Project. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions

are met:

- 1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- 3. All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (http://www.openssl.org/)"
- 4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.
- 5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.
- 6. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (http://www.openssl.org/)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT ``AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This product includes cryptographic software written by Eric Young (eay@cryptsoft.com). This product includes software written by Tim Hudson (tjh@cryptsoft.com).

Original SSLeay License

/ Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com) All rights reserved.

This package is an SSL implementation written by Eric Young (eay@cryptsoft.com). The implementation was written so as to conform with Netscapes SSL.

This library is free for commercial and non-commercial use as long as the following conditions are aheared to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tih@cryptsoft.com).

Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed. If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- 1. Redistributions of source code must retain the copyright notice, this list of conditions and the following disclaimer.
- 2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

- 3. All advertising materials mentioning features or use of this software must display the following acknowledgement: "This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)" The word 'cryptographic' can be left out if the rouines from the library being used are not cryptographic related :-).
- 4. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement: "This product includes software written by Tim Hudson (tjh@cryptsoft.com)"

THIS SOFTWARE IS PROVIDED BY ERIC YOUNG "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The licence and distribution terms for any publically available version or derivative of this code cannot be changed. i.e. this code cannot simply be copied and put under another distribution licence [including the GNU Public Licence.]

LibZip

libzip is released under a 3-clause BSD license:

Copyright (C) 1999-2019 Dieter Baron and Thomas Klausner

The authors can be contacted at libzip@nih.at

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

The names of the authors may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE AUTHORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.