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IMPORTANT – READ CAREFULLY BEFORE INSTALLING OR BEFORE USING THE COPY OF THIS WORK. BY INSTALLING OR USING THE COPYRIGHT, YOU ACKNOWLEDGE THAT YOU ARE BOUND BY THE CONDITIONS OF THIS AGREEMENT. BY PURCHASING COMAP PRODUCTS, YOU HEREBY DECLARE THAT YOU ARE A LEGAL ENTITY OR AN ENTREPRENEUR.

A.   COPYRIGHT WORKS

All copyrights to the **Author's Works** are the property of **ComAp** or are used by **ComAp** under the license or for other legal reasons.

B.   USE OF COPYRIGHT WORKS

Use of the **Author's Works** by the **End User** and/or by the **Distributor** or its service provider supporting or servicing **Products**, are subject to the conditions set forth in this **Agreement**, which you should read carefully before you start installing or using the **Author's Works**.

IMPORTANT – Only **Distributor** and **Client** are authorized to provide sublicenses under this **Agreement** and within the scope of this **Agreement**.

C.   LICENSE ACCEPTANCE PROCEDURE

  i)   By clicking on the "*Accept*" button (or another button of the same meaning) and/or
  ii)   by continuing with the installation and/or
  iii) use of the **Author's Work**

You agree to be bound by terms of this **Agreement**. If **You** do not accept the terms of this **Agreement**, **You** may not install or use the **Author's Work**.

If **You** accept a license on behalf of a legal entity of the **End User**, **You** declare that **You** are entitled to accept the license. If **You** are not authorized to do so or if **You** are not authorized by law, **You** accept exclusive personal responsibility for the obligations set out in this **Agreement**.

In connection with

  i)   the installation,
  ii)   authentication and parameterization of the software and hardware, and
  iii) the provision of additional services

by **You** as the licensee, **You** agree that **ComAp** or its appointed person collects some technical data about and/or from **Products** such as

  i)   **Product** registration information,
  ii)   information contained in **Products**,
  iii) connection data of **Products**,
  iv)   site data connections to a PC or other technical devices,
  v)   time lapses,
  vi)   **ComAp Product** data,
  vii) error reporting data,
  viii) **ComAp Product** management data
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If **You** do not agree that **ComAp** collects the data described in this paragraph, do not install, verify authenticity, perform parameterization, or otherwise use any **Author's Works** and contact **ComAp** (legal@comap-control.com).

D.   LICENSE REJECTION PROCEDURE

If **You** disagree with the terms of this **Agreement** and if it is **Author's Works** that are:

i) **ComAp Software,** do not proceed with the installation or click the "*Do not accept*" button (or on another button with a similar meaning). Then **You** may not install or use the **ComAp Software** and/or its **Documentation** because **You** will not get permission to use them;

ii) Captured/stored on a physical device, return the **Author's Work** including the physical device (if applicable) to **ComAp´s** registered office or its subsidiary or **Distributor** or other person authorized to represent **ComAp** because **You** did not receive permission to use **Author's Works**;

iii) expressed in any other way perceivable by human senses, stop using **Author's Works** immediately and if it follows from the nature of the Author´s Work, delete it or return the **Author's Work** to **ComAp´s** registered office or its subsidiary or **Distributor** or other person authorized to represent **ComAp** because **You** are not permitted to use **Author's Works**.

E. USE OF COPYRIGHT WORKS

Author's Works may only be used by **You** for the purposes listed below, including, but not limited to:

i) Controlling and monitoring **ComAp Products** by installing on a PC or other technical devices (such as tablets or cell phones) as specified in the **Technical Documentation**; or

ii) Use in accordance with **Technical Documentation** when it comes to **ComAp Software**; or

iii) According to their nature for **Author's Works** not specified in this clause.

1. DEFINITIONS

Additional License – license provided by **You** to **ComAp**;

Agreement – an agreement concluded between **You** and **ComAp** or ComAp´s authorized representative (**Distributor**, **Client**) or based on the terms specified in this ComAp License Agreement.

Author´s Work – **ComAp Software**, **ComAp Products** and other authors' works of **ComAp**, relating, in particular to all content contained therein and any related **Documentation**.

CCI – ComAp Cloud Identity means single access point for selected **ComAp** cloud services and applications.

Client – means customer of **ComAp** with the right to provide sublicenses for **Author´s Works**.

ComAp - means ComAp a.s., U Uranie 1612/14a, 170 00 Prague or, if so specified in these Agreement its subsidiaries and sales affiliates belonging to the **ComAp Group**.

ComAp Control Systems Software – ComAp Software that is an integral part of **ComAp Products**.

ComAp Group – meaning ComAp a.s. (Czech Republic), ComAp's subsidiaries, sales offices, and controlled affiliates.

ComAp Products – means hardware and/or Services, which **ComAp** offers under the name of **ComAp**.

ComAp Software – all software whose copyright and/or proprietary rights belong to **ComAp** or for which **ComAp** may license or sublicense or distribute them under the name of **ComAp**.

Customer Portal – a place for registration of persons interested in specific information on **ComAp Products** including current **Documentation** and current versions of **ComAp Software** available through **CCI**.

Distributor – means a person or a company cooperating with **ComAp** and selling **ComAp's Products** and/or **Services** in accordance with a distribution agreement.

Documentation – all related **Technical Documentation** and/or related documentation to **ComAp Software**.

End User – any entrepreneur that uses the **Author´s Works** within its products or solutions on the basis of a legitimately obtained license.

GTC – Global Terms and Conditions for Sale of Products and Provision of Services as amended.

Information – means any **ComAp** information, whether written or oral, which has a confidential nature including information concerning **Author's Work** and including any information disclosed prior to the date of this **Agreement**.

Open Source Software – has the meaning set forth in article 13 of this **Agreement**.

Product Registration – a process that may be available through the **CCI** or **Customer Portal** or through other **Services** offered by **ComAp**.   **ComAp Products** or **Services´** use can be conditioned by **Product Registration**.
Products – means **ComAp Software** and **ComAp Products**.

Service – any service with a meaning under **GTC** or available in the **CCI**.

Service partner – is a person who can provide services under a service partnership agreement, incl. software installation

Software Documentation– means all documentation related to **ComAp Software**, whether it describes its functionality or how to use it.

SW keys – tools (hardware or software) used to make stand-alone software applications available, whether freely or paid for, and intended for use with **ComAp Products**.

Technical Documentation – any related documentation and design documentation (including user manuals and specifications) whether provided separately or to **ComAp Products**.

You – authorized user of **Author´s Work** under license or sublicense (**End User** and **Distributor**).

2. **LICENSE**

    2.1. **ComAp** grants to **You** a non-exclusive, non-transferable license to use the **Author's Work** which:
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        2.1.2. is the **Documentation**; or
        2.1.3. is not **ComAp Software** or the **Documentation** and is used in a manner appropriate to the nature of such **Author's Work**, and in accordance with any/the **Documentation** which may be part of the **Author's Work**.
    2.2. **You** may use the **Author's Works** only for the purposes described herein and **You** must not use it for the benefit of third parties or allow third parties to access the **Author's Works**, and in the case of **ComAp Software**, **You** may not use it as part of office computer programs.
    2.3. **You** may use **ComAp Software**, only with **ComAp Products**, such **Author's Works** are not intended, usable, or licensed for any other purpose.
    2.4. **ComAp** may grant to **Distributors** or **Clients** a consent to install of **ComAp Software** (including the provision of **Documentation**) only to authorized **End Users**. **ComAp's Products** under the terms and conditions of this **Agreement**, provided that the **Distributor** or the **Client** or the **Service partner**, informed in advance the **End User** and any relevant person or entity whose information technologies may become a part of the authentication check or **Product Registration**.
    2.5. **You** are entitled to use any and all relevant **ComAp Software** updates published by **ComAp** on its website or in the **Customer Portal** from time to time. This authorization may be limited by the **Product Registration** condition.
    2.6. **ComAp** will be entitled to collect and store data related to the installation, parameterization, authentication, and **Product Registration** and to keep log of such data for the purpose of locating the registration process or **Products Registration** and for the purpose of providing services for **ComAp Products**.
    2.7. Notwithstanding the above, this **Agreement** does not restrict or prevent **You** from exercising any other rights to any **Open Source Software** (as defined in a separate article of this **Agreement**) and related documentation and materials, either at **Your** request or, as provided by **ComAp Software** in accordance with applicable **Open Source Software** licenses for such code, documentation, and materials.

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3.1. Copyright and other intellectual property rights of any nature, anywhere in the world, to the **Author's Works** are and will remain the property of **ComAp** (or owned by any third party licensors from which **ComAp** has acquired the **rights** to the distribution) and only **ComAp** has the right to provide the license to third parties.

3.2. **You** acknowledge that **You** have been granted a license to use the **Author's Work** only in accordance with the explicit terms of this **Agreement**, and not beyond their scope or otherwise.

3.3. This **Agreement** does not give rise to any right, title or claim to **ComAp Software** unless this is provided for in this **Agreement**. Licenses for the **Author's Work** are granted only to **You**, and **You** may not lease, sublicense, sell, assign, suspend, transfer or otherwise dispose of them, whether temporarily or permanently unless **You** have obtained such authorization under a prior written consent of **ComAp** or if authorized under this **Agreement**.

3.4. **You** may not assign the benefit or liability under this **Agreement** without the prior written consent of **ComAp**.

3.5. **You** are not authorized to transfer the **Author's Works**, (if their nature allows it), via any network, online service, or between any device(s) unless it is an authorized transfer of **Author´s Works** to **ComAp products**., however, **You** may use **ComAp Software** including its **Documentation** to encode or authenticate other software that may be transmitted.

4. EXTENT OF PERMITTED REPRODUCTIONS

4.1. **You** may only make such number of copies of the **ComAp Software** as are necessary for back up and disaster recovery. For other **Author's Works** whose nature allows it, **You** may make a copy only for **Your** own use. Any such copies are subject to the terms of the Czech Authorship Act 121/2000 Coll., as amended, and this **Agreement** and all originals and copies must be kept in **Your** possession. **You** are required to ensure that all of these copies are labelled as "**ComAp**".

4.2. Except to the extent and in the circumstances expressly required to be permitted by **ComAp,** by law or this **Agreement**, **You** shall not alter, modify, adapt, interfere with or translate the whole or any part of the **ComAp Software** and underlying algorithms in any way at all, nor decompile, disassemble or reverse engineer nor attempt to do any of these acts.

5. PERMITTED USE OF COMAP SOFTWARE AND TECHNICAL DOCUMENTATION

5.1. When disposing of any equipment on which the **ComAp Software** are installed, **You** shall remove **ComAp Software** form the equipment prior to disposal and take other all steps necessary to prevent the **ComAp Software** being distributed to, or falling into the hands of, third parties.

5.2. **Products** must not be used, wholly or in part, in connection with the development, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons. **Distributors** and **Clients** will be responsible for any regulation adopted by the UN, USA and or EU authorities regulating the regime for the control of exports, transfer, brokering and transit of dual-use (military/civilian) items.

5.3. This **Agreement** is expressly made subject to any regulations, orders or other restrictions on the export from the Czech Republic of software or information about such software which may be imposed by the Czech Republic, from time to time.

6. SOFTWARE KEYS

6.1. **SW keys** are intended only for use by legal entities or entrepreneurs. By purchasing **SW keys** from **ComAp**, **You** hereby declare that **You** are a legal entity or an entrepreneur.

6.2. Additional conditions for the use of SW keys can be specified in other separate documents (e.g. offer).

7. EXCLUSIONS AND ACKNOWLEDGEMENTS

7.1. **You acknowledge** that if **ComAp Software** is subject to this **Agreement**, then **ComAp Software** is not custom-built and has not been developed to meet **Your** or any **End Users**' individual requirements. **You** acknowledge that **You** are acquainted with the **Documentation** for **ComAp Products** and this **Agreement**.

7.2. **You** acknowledge that **ComAp Software** is intended and applicable for control, operation and monitoring only together with the **ComAp Products**. **ComAp Software** shall not be used for any other purpose.

7.3. **You** acknowledge that **ComAp Software** shall be used only by individuals with suitable qualifications, proper training and are competent to use **ComAp Software** correctly. **You** shall be responsible for any use of **ComAp Software** by individuals who are not adequately qualified, trained or competent.

7.4. **You** shall ensure that people operating or supervising the operation of **ComAp Software** do so in accordance with any guidance on the use of **ComAp Software** issued by **ComAp** from time to time.

7.5. **You** acknowledge that **ComAp** has not carried out any training and shall have no obligation to provide any training to **You**. Any training to be carried out shall be in advanced agreed with **ComAp** under a separate agreement and usually for a fee.

7.6. **ComAp** acknowledges that **Products** and **Documentation** are not intended for any use in connection with nuclear technology. **ComAp** does not warrant that the use of the **ComAp Software** will meet **Your** requirements or that the operation of **ComAp Software** will be error free. **ComAp** shall have no obligation to check **ComAp Software** for viruses, malware, or presence of any other harmful code.

7.7. All terms, conditions, warranties and other matters which may be implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods UK Act 1979) including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care are excluded to the fullest extent permitted by law. Accordingly, except as expressly set out in this **Agreement**, **ComAp** shall have no liability of any nature whatsoever to **You**.

7.8. If:
   i) there will be an intervention in any way to **Author's Works** of **ComAp** by anyone under **Your** control or caused by **You**, and it is irrelevant, whether the intervention is authorized or not, and the outputs of this intervention will have features of authorship; or
   ii) any person belonging to the **ComAp Group**, or any other individual/entity other than **ComAp** develops or otherwise makes available **Author's Works** dedicated for **ComAp Products** or included in **ComAp Products**, or has already done so, **You** are obliged to ensure the **Additional License** the all rights to use the work by **ComAp** are provided by the authors of such work, without any limitation of quantity, territory or time, by all means of use, whether already known or not, in any form, whether tangible or intangible, whether permanently or temporarily recordable or non-recordable **ComAp** reserves the right to grant sublicense to the **Additional License** under the same conditions. **ComAp** reserves the right not to use the **Additional License** according to this clause. If the **Author's Works** under this clause is provided as **Open Source Software**, then all affected entities are also required to comply with the **Open Source Software** license and **ComAp** licensing rules for **Open Source Software**.

7.9. **ComAp** cloud services are usually accessible through **CCI** on the basis of registration and are governed by their own terms and conditions.

8. LIABILITY

8.1. Notwithstanding any other provision of this **Agreement**, **ComAp** does not seek to limit or exclude its liability to **You** for death or personal injury resulting from its own or its employees' negligent act or omission or wilful misconduct or for fraudulent misrepresentation.

8.2. **You** acknowledge that the exclusions and limitations of liability set out in this clause 8 reflect the terms and where applicable, the price paid for the right to use of the **Author's Works**.

8.3. Subject to clause 8.1, **ComAp**'s liability to **You** in respect of all claims, losses, damages, costs, charges, expenses, liabilities, demands, proceedings and actions (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) in respect to **Products** and **Documentation** and any breach of this **Agreement** or any representation, statement (other than fraudulent misrepresentation) or tortious act or omission including any negligence arising under or in connection with this **Agreement** is excluded.

8.4. Subject to clause 8.1, **ComAp** shall not be liable for any loss arising out of any failure by **You** to keep full and up to date security copies of **Your** computer programs and data in accordance with best computing practice or for any loss caused by **Your** failure to comply with the terms of this **Agreement**.

8.5. Subject to clause 8.1, **ComAp** shall not be liable for any loss arising out of any failure by **You** to comply with the provisions of clauses 7.1 to 7.6 (inclusive) or out of any of the matters referred to in clauses 7 and 8.

8.6. **COMAP SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF OPPORTUNITY, LOSS OF BUSINESS, LOSS OR DEPLETION OF GOODWILL, INCREASED OVERHEADS OR ADMINISTRATION EXPENSES, MANAGEMENT TIME, LOSS OF SAVINGS, LOSS OF DATA OR ANY TYPE OF SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OR DAMAGE SUFFERED BY YOU AS A RESULT OF AN ACTION BROUGHT BY ANY THIRD PARTY) EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR COMAP HAD BEEN ADVISED OF THE**

POSSIBILITY OF YOU INCURRING THAT LOSS WHETHER UNDER THIS AGREEMENT OR OTHERWISE.

9. WARRANTY

9.1. **COMAP AUTHOR´S WORK IS PROVIDED "AS-IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT OR THAT THE OPERATION OF COMAP SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.**

10. DURATION AND TERMINATION

10.1. This **Agreement** shall remain in place until termination in accordance with this clause.

10.2. **You** may terminate this **Agreement** at any time by giving notice to **ComAp**.

10.3. **ComAp** may cancel this **Agreement** by notice to **You.** Termination will take effect immediately without notice in the event **You** breach any term of this **Agreement** or in the event **Your** company ceases to exist without any legal successor.

10.4. If this **Agreement** is terminated, **You** will become an unauthorised user and **You** must stop using of all **Author's Work** of **ComAp**, destroy all copies of the **ComAp Software** including any back-up copies of **ComAp Software** and also to destroy **ComAp Software** from all storage media. **You** shall provide reasonable evidence of compliance with this clause to **ComAp** on request.

11. CONFIDENTIALITY

11.1. **You** undertake that you will:
  11.1.1. keep all information confidential;
  11.1.2. not without the **ComAp**'s written consent disclose the Information in whole or in part to any other person save those of **Your** employees who need to have access to it in order for **You** to carry out **Your** obligations under this **Agreement**;
  11.1.3. use the **Information** solely in connection with carrying out **Your** obligations under this **Agreement** or in connection with its implementation.

11.2. The provisions of the previous clause shall not apply to the whole or any part of the **Information** to the extent that it is:
  11.2.1. trivial or obvious;
  11.2.2. already in **Your** possession prior to receipt from **ComAp** or in the public domain, in case this is not a result of a breach of this clause or any other obligation of confidence;
  11.2.3. required to be divulged by any Court, tribunal or governmental authority with competent jurisdiction.

11.3. **You** will make all employees aware of the confidentiality of the **Information** and the provisions of this clause and will ensure that they comply with its terms.

11.4. If **You** become aware of any breach of confidentiality by any of **Your** employees **You** shall promptly notify **ComAp** and give **ComAp** all reasonable assistance in connection with any proceedings which **ComAp** may institute against any such persons.

11.5. **You** shall indemnify and keep indemnified **ComAp** against all losses, damages, expenses and costs (including legal costs) incurred by **ComAp** as a result of any breach by **You** of this clause.

11.6. In the event of a breach, or threatened breach, of any of the provisions of this clause, the parties agree that the harm suffered by **ComAp** would not be compensable by monetary damages alone and, accordingly, that **ComAp** shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.

11.7. The provisions of this clause shall survive the termination (including expiry) of this **Agreement.**

12. GENERAL

12.1. Any notice given under this **Agreement** must be in writing and delivered to, or posted by pre-paid registered post, to the last known address of the party to whom it is given, or electronically to the e-mail address provided for this purpose, and such notice shall be deemed to have been served at the time of delivery, or if posted, on the fifth day after posting.

12.2. No waiver by **ComAp** of any of **Your** obligations under this **Agreement** shall be deemed effective unless made by **ComAp** in writing nor shall any waiver by **ComAp** in respect of any breach be deemed to constitute a waiver of or a consent to any subsequent breach by **You** of **Your** obligations.

12.3. Each clause of this **Agreement** shall be interpreted separately. If the whole or any part of any such clause may prove to be illegal or unenforceable, the parties shall try to agree on a substitute clause for that which is invalid or unenforceable.

12.4. This **Agreement** constitutes the entire understanding between the parties concerning the subject matter of this **Agreement**. The parties confirm that they have not entered into this **Agreement** on the basis of any representations that are not expressly incorporated into this **Agreement**. Nothing in this **Agreement** purports to limit the liability of either party for fraudulent misrepresentation.

12.5. This **Agreement** is governed by the law of the Czech Republic, in particular by the Authorship Act No. 121/2000 Coll., by international treaties, and by other relevant legal regulations and treaties defining the protection of the rights to intangible property (TRIPS). The licensing process is governed by the Civil Code No. 89/2012 Coll., § 2358 and following.

12.6. In the event of any disputes or inconsistencies between the parties arising out of this **Agreement** and their terms and conditions or arising out of or in connection with this **Agreement** or of their validity or of any documents arising from it, or made a part hereof or any amendments thereto, the parties undertake to develop all efforts to reach an amicable solution. If an amicable settlement does not occur within 30 days of the first notification of the reason of the dispute, then all disputes arising out of this **Agreement** shall be resolved, to the exclusion of the ordinary courts by a three-members Arbitral Tribunal whose composition will be appointed in accordance with the UNCITRAL Rules. Both parties shall take the decision of the above-mentioned arbitrators as final and binding, and such a decision may be enforced by any competent court. All fees incurred in connection with any arbitration proceedings shall be borne by the party that has failed in the dispute, except in cases where the arbitration award will be otherwise provided. The place of arbitration shall be in Prague, Czech Republic. The language of the arbitration will be English unless the parties agreed in the individual case otherwise.

13. OPEN SOURCE

13.1. Certain **Open Source Software** packages have been selected by **ComAp** to be provided with **ComAp Software** ("Open **Source Software**"). **Open Source Software** is not owned by **ComAp**, and is not included in the definition of as used in this **Agreement**. **Open Source Software** is distributed by **ComAp** to **You** for **Your** use under the terms of certain **Open Source Software** license agreements, upon **Your** request.

13.2. Certain copyright notices for such **Open Source Software** also are included in the open source materials, usually in the Legal Notices that are part of the users manuals. **You** acknowledge that the **Open Source Software** is third party software that has not been manufactured, tested or otherwise approved by **ComAp**. The **Open Source Software** is provided "**AS IS**," and **ComAp** does not make and specifically disclaims all express and implied warranties of every kind relating to the **Open Source Software** and/or use of the **Open Source Software** (including, without limitation, actual and implied warranties of merchantability and fitness for a particular purpose and non-infringement) as well as any warranties that **Open Source Software** (or any elements thereof) will achieve a particular results, or will be uninterrupted or error free. Nothing in this **Agreement** shall obligate **ComAp** to provide any support for **Open Source Softwar**e other than providing **You** with a copy of the **Open Source Software** licenses and source code in the open source materials or upon **Your** written request.

14. TRADEMARKS

14.1. Subject to the prior written approval of **ComAp**, **You** may be granted free use of **ComAp** name, trademarks, logos and slogans ("**Protected Content**") of **ComAp**, protected by intellectual property rights, for the purpose of promoting **ComAp** and **ComAp Products** while they are used under this **Agreement**. If **You** are interested in usage of **Protected Content**, please contact info@comap-control.com.

14.2. **You** acknowledge that **Protected Content** may be the subject of trademark rights owned by **ComAp** and **You** shall not use **Protected Content** in contrary to **ComAp**'s interests, in particular:

14.2.1. not to submit any application for trademark registration or register a domain that is subject to **Protected Content**;

14.2.2. to use **Protected Content** only in accordance with **Agreement** and applicable law and not contrary to the legitimate interests of **ComAp**.

15. FINAL PROVISIONS

15.1. **ComAp** is entitled to modify and edit this **Agreement** from time to time.

15.2. The individual business cases are governed by the **Agreement** effective as of date of its establishment of a contract between the parties.

Date and version of the **Agreement**: 1st January 2022, version 2

OPEN SOURCE SOFTWARE

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