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or cell phones) as specified in the **Technical Documentation**; or

1.1.2. Use in accordance with **Technical Documentation** when it comes to **ComAp Software**; or

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

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 not **ComAp Software**, and is used in a manner appropriate to the nature of such **Author's Work**, and in accordance with the **Technical Documentation** when it is part of the **Author's Work**.

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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**.

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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 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.

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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. **You** shall also take other all steps necessary to prevent the **ComAp Software** being disclosed to, or falling into the hands of, third parties.

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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. EXCLUSIONS AND ACKNOWLEDGEMENTS

6.1 **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 acquaint with the **Technical Documentation** for **ComAp Software**, **ComAp Products** and this **Agreement**.

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

6.3. **You** acknowledge that **ComAp Software** shall be used only by individuals with suitable qualification, 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.

6.4. **You** shall ensure that the **End Users** 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.

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

6.6. **ComAp** acknowledges that **ComAp Products**, **ComAp Software** and **Technical 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** on viruses or presence of any other harmful codes.

6.7. 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**.

6.8. 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.

6.9. **You** acknowledge that the exclusions and limitations of liability set out in this clause 6 reflect the price (if any) paid for **ComAp Software** and **Technical Documentation**.

6.10. Subject to clause 6.8, **ComAp**'s maximum total 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 **ComAp Software**, **Technical Documentation**, **ComAp Products** 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** shall be governed by clause 10 of **ComAp** Global Terms and Conditions available at: **https://www.comap-control.com/about-us/csr**.

6.11. **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.

6.12. Subject to clause 6.8, **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**.

6.13. Subject to clause 6.8, **ComAp** shall not be liable for any loss arising out of any failure by **You** to comply with the provisions of clauses 6.1 to 6.6 (inclusive) or out of any of the matters referred to in those clauses.

6.14. 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 subsidiary of** ComAp**, sales affiliates belonging to the** ComAp **group,** Distributors, Client **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 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 (**"Additional License"**).** 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. TERMINATION

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

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

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

7.4. If this Agreement **is terminated,** You **will become an unauthorised user and** You **shall 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.**

8. CONFIDENTIALITY

8.1. **You** undertake to **ComAp** to:

8.1.1. keep confidential all information (written or oral) of a confidential nature of **ComAp**, as the license provider, including information concerning **Author's Work** and including any information disclosed prior to the date of this **Agreement** (the "**Information**");

8.1.2. 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**;

8.1.3. use the Information solely in connection with carrying out **Your** obligations under this **Agreement** or in connection with its implementation.

8.2. The provisions of the previous clause shall not apply to the whole or any part of the **Information** to the extent that it is:

8.2.1. trivial or obvious;

8.2.2. 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;

8.2.3. required to be divulged by any Court, tribunal or governmental authority with competent jurisdiction.

8.3. **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.

8.4. If **You** become aware of any breach of confidence 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.

8.5. **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.

8.6. 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.

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

9. GENERAL

9.1 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 and such notice shall be deemed to have been served at the time of delivery, or if posted, on the fifth day after posting.

9.2. 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.

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

9.4. 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.

9.5. This **Agreement** is governed by the Czech law, 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.

9.6. 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 these **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.

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10.1. 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.

10.2. 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.

11. TRADEMARKS

11.1. 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.

11.2. **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:

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

11.2.1. to use **Protected Content** only in accordance with **Agreement** and applicable law.

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

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

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