

LICENSE TERMS

The License Terms regulate the process of acquiring a license to the software presented on the online shop PLC2SQL, placed on the website <https://www.plc2sql.com/> between our company

Ing. Tomáš Krajcar

with registered office at náměstí Míru 1205/9, 767 01 Kroměříž

Registration No.: 05141524

Tax identification No.: CZ9207024783

registered in the Trade Register in Kroměříž.

Delivery address: náměstí Míru 1205/9, 767 01 Kroměříž

Telephone number: +420 608 136 922

Contact email: support@plc2sql.com

as the **Licensor**

and an entrepreneur/legal person

as the **Licensee**

(the Licensor and the Licensee together referred to as the “**Parties**”).

1. Definitions

1.1. In this License Terms where the context so admits, the following expressions shall have the following meanings:

- **Civil Code** means Act no. 89/2012 Sb., the Civil Code, as amended;
- **Contract** means any contract negotiated under the License Terms, especially a software license agreement;
- **Demo** means the trial version of the Software with limited runtime and/or limited applicability;
- **Demo license** means an authorization to exercise intellectual property right to use the Demo within the limits stipulated in Clause 3.2 and 3.3 of this Terms;

- **Fee** means the pre-agreed final remuneration for the License specified in Clause 5.1 of this Terms;
- **Intellectual Property Rights** means all intellectual property rights, including all copyright, patents, trademarks, design rights, rights in computer software, database rights, rights in domain names, know-how and other rights of a similar nature, whether registrable or not and whether registered or not and any applications for registration or rights to make such an application;
- **License** means an authorization to exercise intellectual property right to use the Software within the limits stipulated in Clause 7.1 and 7.2 of this Terms;
- **License Key** means a unique generated series of alphanumeric characters, used to validate the Software;
- **PLC** means an industrial computer control system as hardware for which the Software is made for;
- **Software** means the computer program owned by the Licensor; specifications of the Software are available on the website <https://www.plc2sql.com/>;
- **Terms** means this Licence Terms;
- **Update Release** means a release of the software that corrects faults, adds functionality or otherwise amends or upgrades the Software;
- **User Guide** means a document detailing the specification of the Software, installation process of the Software and information required to operate the Software;
- **Website** is the website placed on the address <https://www.plc2sql.com/>.

2. General provisions

- 2.1. The Terms define and specify the rights and obligations of the Parties when concluding the Contract.
- 2.2. The provisions of the Terms are necessarily part of the Contract. The Terms can be changed or amended by the Licensor. The rights and obligations of the Parties are always governed by the Terms as defined from the moment when these rights and obligations arose. The rights and obligations are also governed by the Warranty Claim Guidelines, Privacy Policy and by the conditions mentioned on the Website, particularly during concluding the Contract.

- 2.3. The Terms are intended for Licensees who are entrepreneurs or legal persons. Consumers within the meaning of Section 419 of the Civil Code are not entitled to conclude the Contract.

3. Demo

- 3.1. The Licensee is entitled to download the Demo of the Software through the Website. The Demo of the Software is limited by its runtime and/or by its applicability. Specification of the limitations of the Demo is on the Website and in the User Guide.
- 3.2. The Contract governing the use of the Demo is concluded as the moment of the download of the Demo by Licensee. Based on this Contract, the Licensor grant to the Licensee a free, worldwide, non-exclusive, time-limited, quantity limited, purpose limited, non-transferable Demo license to use the Demo of the Software.
- 3.3. The purpose of the Demo and the Demo license is to try for limited time functionality and suitability of the Software before purchasing the Fee-bearing License of the full version of the Software. The use of the Demo is limited to only one PLC (runtime license). Other limitations of this Demo license, especially a time limitation, are specified on the Website and in the User Guide.
- 3.4. The Licensee shall not use the Demo and Demo license other than as specified in Clause 3.2 and 3.3 without the prior written consent of the Licensor and the Licensee acknowledges that additional fees may be payable on any change of use approved by the Licensor.
- 3.5. The installation process of the Demo and information required to operate the Demo are stated in the User Guide that is included with the download package of the Demo.
- 3.6. The other conditions under this Terms (excluding the Clauses 4, 5, 6, 7.1, 7.6 and 8) shall apply with the necessary modifications.

4. Conclusion of the Contract

- 4.1. On the Website, there is a list of Software including their main features. Presentation of the Software is only of informative nature and it is not a binding offer of the Licensor for concluding a Contract in the meaning of Section 1732 par. 2 of the Civil Code. For concluding the Contract for the full version of the Software, the Licensee shall submit an order of the License for the selected Software and this order is accepted by the Licensor.
- 4.2. The order of the License is made through the Website, or, if appropriate, by another mean mentioned on the Website or according to the agreement of the Parties. To submit the

order of the License through the Website, the Licensee must fill a form on the Website. The order of the License must contain all the information required by the form, especially accurate identification of the ordered Software, number of ordered Licenses, method of payment and identification of the Licensee and contact details.

- 4.3. The Licensor is not obliged to confirm the received order of the License. The unconfirmed order is not binding for the Licensor. The Licensor is entitled to verify the order, in case of any doubt about the authenticity and seriousness of the order or the Licensee. Unauthenticated order can be refused by the Licensor.
- 4.4. The Contract is concluded as of the moment when the binding order acceptance is delivered to the Licensee by the Licensor. The acceptance of the order will be sent to the e-mail address provided by the Licensee in the order. The Contract is concluded as the moment when the Licensee receives the License Key if the order is not explicitly accepted as described above.
- 4.5. If the Licensor refuse the order and the Fee was already paid by the Licensee via payment gateway on the Website, the Licensor shall refund the Licensee with the Fee that has been already paid, in non-cash payment to the account from which were the money sent, within the 15 days from the moment the order is refused.

5. Fee and payment conditions

- 5.1. The Licensee shall pay to the Licensor the Fee for the License of the Software in the amount stated on the Website for the selected Software, if not agreed between the Parties otherwise.
- 5.2. The Fee can be paid by the means mentioned on the Website or by the means agreed between the Parties or by the following means:
 - via bank transfer to the bank account of the Licensor on the basis of the invoice issued in electronic way;
 - by online non-cash payment via payment gateway on the Website.
- 5.3. In case of the payment of the Fee via bank transfer to the bank account of the Licensor on the basis of the invoice, the Fee is due on the due date stated in the Invoice. In case of the payment of the Fee by online non-cash payment via payment gateway, the Fee is due within five days from submitting the order.
- 5.4. If the Licensee fails to make any payment to the Licensor under this Terms by the due date for the payment, then the Licensee shall pay interest at a rate 0,5 % of the

outstanding amount for every day of delay. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The entitlement to compensation of the Licensor, for the loss caused by delay, is not affected by this provision.

- 5.5. In case of late payment, the Licensor further reserves the right to suspend other agreed provision of his services until all outstanding debts of the Licensee are settled.

6. Delivery conditions

- 6.1. The Software shall be downloaded by the Licensee as the Demo first. The Licensee shall inspect the Demo and its properties and its compliance with the PLC before purchasing the License.
- 6.2. The Licensee shall send to the Licensor a service number of the PLC on which the Software shall run, after receiving the acceptance of the order of the License. From the service number of the PLC will be generated the License Key by the Licensor. The License Key generated by this means ensures that the Software can run only on the particular PLC.
- 6.3. The Licensor shall send to the Licensee the License Key to the e-mail address provided by the Licensee in the order after receiving the full payment of the Fee.
- 6.4. The License Key shall activate the full version of the Software, previously downloaded by the Licensee as the Demo. The installation process of the Software and information required to operate the Software are stated in the User Guide that is included with the download package of the Demo.
- 6.5. The Licensee shall inspect the full version of the Software activated by the License Key and its properties and its compliance with the PLC without undue delay. The Licensee shall notify the Licensor about any discrepancies of the Software immediately after the License Key is provided. The Licensee shall document the identified discrepancies in an appropriate manner and send these documents along with the notification of the discrepancies to the Licensor.
- 6.6. In case, the PLC for which the License Key has been generated will be rendered ineffective, permanently withdrawn from service or destroyed, the Licensor shall send to the Licensee the new License Key after receiving the service number of the new PLC on which the Software shall run.
- 6.7. The Licensor is obliged to provide the new License Key only one-time for one new PLC. The Licensor is entitled to request the proof that the original PLC is ineffective,

permanently withdrawn from service or destroyed and unless proven The Licensor is not obliged to provide the new License Key if he has reasonable doubt that the original PLC has not been rendered ineffective, permanently withdrawn from service or destroyed.

- 6.8. The use of the Software on the original PLC is strictly prohibited after the new License Key is provided.

7. License

- 7.1. Subject to the payment of the Fee, the Licensor grants to the Licensee a non-exclusive, quantity limited and purpose limited License to use the Software for a full period of the economic rights to the Software commencing on the day the License Key is provided by the Licensor to the Licensee. The Licensee is not required to use the License.
- 7.2. The License is granted for such manners of use, that are consistent with the purpose of the Software. The use of the Software is limited to the number of Licences purchased by the Licensee, as under one License is the use of the Software limited to only one PLC (runtime license).
- 7.3. The Licensee shall not use the Software and the License other than as specified in Clause 7.1 and Clause 7.2 without the prior written consent of the Licensor, and the Licensee acknowledges that additional fees may be payable on any change of use approved by the Licensor.
- 7.4. The Licensee has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.
- 7.5. The Licensee shall not use any information provided by the Licensor to create any software whose expression is substantially similar to the Software, nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 7.6. The Licensee may at any time sub-license, assign, charge or deal in any other manner with License. The Licensee shall not alter or otherwise change the name of the Software. To the extent that the Licensee makes any warranties or guarantees related to the License or the Software to the third party, the Licensee would be solely responsible for the performance of such warranties or guarantees and for its fulfillment, costs, and expenses.
- 7.7. The Licensee shall:
 - ensure that the Software is installed on designated PLC only;

- ensure that the Software is used on the number of PLC's in accordance with the number of purchased Licenses;
- pay, for broadening the scope of the Licences granted under this Terms to cover the unauthorized use, an amount equal to the double of Fees which the Licensor would have levied (in accordance with Terms then current) had it licensed any such unauthorized use on the date when such use commenced (together with interest at the rate provided for in Clause 5.4, from such date to the date of payment).

7.8. The Licensee acknowledges that all Intellectual Property Rights in the Software and in any Update Releases belong and shall belong to the Licensor, and the Licensee shall have no rights in or to the Software other than the right to use it in accordance with the terms of this License.

8. Update Releases and basic support

8.1. The Licensor can provide the Licensee with the Update Releases generally made available to its customers via Website or with the Update Releases created on the basis of the individual agreement between the Parties. In avoidance of any doubt, this provision shall not constitute any obligation for the Licensor to provide any Update Releases.

8.2. The Licensor shall provide to the Licensee basic support related to the Software. For the purposes of this provision, the basic support means consultation or remote adjust settings related to the installation of the Software or the use of the Software in the reasonable amount, complexity and frequency. The basic support shall be provided within a reasonable period, at the Licensor's discretion. The Licensor is not obliged to provide basic support immediately at the request of the Licensee. The Licensor is entitled to not provide the basic support if the support requested by the Licensee is not reasonable by its amount, complexity and frequency, at the Licensor's discretion.

9. Rights from defective Software

9.1. The conditions of defective performance rights are governed by the Warranty Claim Guidelines of the Licensor.

10. Liability

10.1. Before starting to use the Software into service/operation, the Licensee is obliged to perform sufficient tests in a safe environment. The Licensor shall not in any circumstances have any liability for any losses or damages which may be suffered by

the Licensee or third party as a result of the usage of the Software without prior sufficient testing in a safe environment.

- 10.2. The Licensor shall not in any circumstances have any liability for any losses or damages which may be suffered by the Licensee or third party as a result of the usage the free Demo, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in the Contract, tort (including negligence) or otherwise howsoever.
- 10.3. The Licensor shall not in any circumstances have any liability for any losses or damages which may be suffered by the Licensee or third party, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- special damage even if the Licensor was aware of the circumstances in which such special damage could arise;
 - loss of profits;
 - loss of anticipated savings;
 - loss of business opportunity;
 - loss of goodwill;
 - loss or corruption of data.
- 10.4. Provided that Clause 10.3 of this Terms shall not prevent claims for loss of or damage to the Licensee or to the third party or any other claims for direct financial loss that are not excluded by the Clause 10.3 of this Terms, the total liability of the Licensor, whether from Contract, tort (including negligence) or otherwise and whether in connection with this License, Software or any collateral contract, shall in no circumstances exceed a sum equal to the Fee paid by the Licensee. The exclusions in this provision and in the Clause 10.3 shall apply to the fullest extent permissible at law and not-limiting mandatory restrictions set for these exclusions laid down by the law (Section 2898 of the Civil Code).
- 10.5. The Licensor shall not in any circumstances have any liability for how the Licensee will use the Software, in particular the Licensor is not liable if the Licensee shall violate any applicable law or this Terms. If the Licensee shall use the Software contrary to the Terms, law or good morals, the Licensee shall compensate the Licensor for the damage which may he suffered.

11. Protection of business secrets and business policy of the Licensor

11.1. Each party shall, during the term of the License and thereafter, keep confidential all, and shall not use for its own purposes (other than the implementation of this Contract) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Contract, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavors to prevent the unauthorized disclosure of any such information. The Licensee undertakes in particular:

- not to use the information for any purpose other than performing the Contract,
- not to use the information in any other detrimental way.

12. Copyright protection, liability and using the Website

12.1. The content placed on the Website (documents, texts, photographs, images, logos etc.), including the software and this Terms, is protected by Licensor's copyright and may be protected by other rights of other persons. The Licensee is forbidden to modify, copy, reproduce, distribute or use it for any purpose without our consent or consent of a copyright holder. In particular, it is forbidden to make available any photos and texts placed on the website either paid or free of charge. The names and designations of products, goods, services, firm and company names can be registered trademarks of their respective owners.

12.2. The Licensor is not liable for errors originating due to interference of third persons with the Website or due to its use contrary to its purpose. While using the Website the Licensee cannot use any mechanisms, software, scripts or other processes that could have a negative impact on its operation, i.e. mainly interfere with the function of the system or unreasonably burden the system.

12.3. If the Licensee commits any illegal or unethical act during the use of the Website, the Licensor is entitled to restrict, suspend or terminate Licensee's access to the Website without any compensation. In this case, the Licensee is obliged to pay compensation for

the damage to the Licensor, which we clearly incurred due to your acts under this paragraph, in full amount.

13. Termination

- 13.1. The Licensor is entitled to withdraw from the Contract at any time before the Licensee receives the License Key. In such a case, the Licensor will refund the Licensee with the Fee that has been already paid, in non-cash payment to the account from which were the money sent, within 15 days from the moment of the delivery of notification of the withdrawal from the Contract to the Licensee.
- 13.2. The Licensor is entitled to withdraw from the Contract if the Licensee is delayed with the payment of the Fee for more than 2 weeks. In such a case, the Licensor is also entitled to require an agreed contractual penalty in the amount of 10 % from the Fee. This contractual penalty becomes due on the day the Licensee receives the notification of the withdrawal from the Contract. The entitlement to compensation of the Licensor, for the loss caused to Licensor by delay, is not affected by this provision on the contractual penalty.
- 13.3. Without affecting any other right or remedy available to it, either party may withdraw from the Contract if the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 13.4. Without affecting any other reasons for withdrawal, the breach of the Licensee's obligations under Clause 3.4, 6.8, 7 and/or 12 would constitute a material breach of the Contract.
- 13.5. Withdrawal from Contract must be performed in a written way or in electronic way sent to the e-mail address of the other party. The withdrawal is effective as of the moment of the delivery of the withdrawal to the other party.
- 13.6. If the Contract will be terminated by the Licensor for a breach of the Contract by the Licensee, the Licensee is not entitled to receive any refund of the paid Fee.
- 13.7. On termination for any reason:
 - all rights granted to the Licensee under the Contract shall cease;
 - the Licensee shall cease all activities authorized by the License;
 - the Licensee shall immediately destroy all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so.

- 13.8. For the purposes of settling obligations of the Parties after the termination of the Contract, it is conclusively presumed that the Fee is set for the use of the Software under the License for the 12 months.
- 13.9. Any provision of this Terms which expressly or by implication is intended to come into or continue in force on or after the termination of the Contract (including the Clauses 10, 11, 12, 13 and 14) remain in full force and effect.

14. Final provisions

- 14.1. If there is an international (foreign) element related to the use of the Website or the legal relationship established by the Contract includes any international (foreign) element, the Parties agree that their relation is governed by the Czech law (excluding the application of the United Nations Convention on Contracts for the International Sales of Goods).
- 14.2. The Parties agree that sections 1998 to 2000 and 2370 of the Civil Code shall not apply to the Contract.
- 14.3. The Parties irrevocably agree that the courts of the Czech Republic shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). The Parties agree on the local competence of the court of the general jurisdiction in whose district the Licensor has its seat.
- 14.4. Should it be the case that any provision of the Term is invalid, putative, ineffective or inapplicable (or will become as such), the provision, which by its sense is closest to the invalid, putative, ineffective or inapplicable provision, will apply. If such modification is not possible, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. By the invalidity, ineffectiveness or inapplicability of one provision shall not be affected the validity of the remaining provisions.
- 14.5. The Contract, including the Terms, can be changed or amended in writing only, including electronic means.

The Terms are valid and effective as of 25.3.2020.