

LICENSE TERMS – ON PREMISE

These license terms ("**Terms**") of ENERGOCENTRUM PLUS, s.r.o., with its registered office at Prague 6, Technická 1902/2, Postal Code 16627, ID No.: 26781026, VAT No.: CZ26781026, file no. C 93305 kept at the Municipal Court in Prague ("**Provider**") govern the rules for granting a license to software for monitoring and controlling technical equipment, collectively designated by the Mervis trademark, e.g., Mervis SCADA, Mervis DB, Mervis IDE ("**Software**"). The Terms govern the rights and obligations between the Provider and the licensee ("**Licensee**").

1. Agreement and Provision of Software

- 1.1. Rights and obligations not expressly stated in these Terms are governed by the arrangement agreed upon via the order form on the Provider's website, based on a written agreement, or in any other demonstrable manner ("**Agreement**"). The wording of the Agreement or confirmed order takes precedence over the wording of these Terms.
- 1.2. The Software is installed on devices owned or managed by the Licensee or a third party designated by them. The Provider does not provide hosting or operational infrastructure for the Licensee unless expressly agreed otherwise. The Licensee alone bears all costs associated with operating the devices on which the Software is installed.
- 1.3. Limitations, outages, data loss, security incidents, or defects caused by such devices, their incorrect configuration, obsolescence, unavailability, insufficient security, connectivity, or intervention by the Licensee or a third party do not constitute a defect in the Software or a breach of the Provider's obligations.
- 1.4. The Licensee is responsible for ensuring compliance with the minimum requirements of the designated devices for installing the Software in accordance with the provided documentation.
- 1.5. The Licensee acknowledges that the availability of an Internet connection is required for the proper functioning of all Software functionalities. The Licensee bears all costs for remote access, including device and connection fees, and is solely responsible for ensuring the availability of their Internet connection.
- 1.6. The Licensee acknowledges and agrees to the Provider's remote access to the Licensee's devices for the purpose of installing the Software under Article 3 of these Terms, for the purposes set out in Article 11.3, and to the further extent necessary for the performance of the Agreement.
- 1.7. The Licensee is entitled to use the Software only in accordance with the purpose for which the Software was created and provided to the Licensee.

2. Scope of License

- 2.1. Unless otherwise agreed in the Agreement, the Provider grants the Licensee a perpetual, non-exclusive, non-transferable, territorially unlimited, and non-sublicensable right in the form of a license to use the Software ("**License**") for their internal purposes.
- 2.2. **The License is limited by the number of installations or devices on which the Software is legitimately installed and operated, to the extent expressly agreed in the Agreement.**
- 2.3. The License is granted for the operation of the Software by the Licensee or another person authorized by the Licensee ("**Authorized User**"), not by a third party.
- 2.4. The Licensee undertakes to pay the Provider a License Fee for the granting of the License in accordance with Article 6 of these Terms.
- 2.5. The License is also granted for the instructions for use, user manuals, and Software documentation supplied with the given version of the Software; these documents will always be

provided exclusively electronically. The Licensee is advised to download these documents after they are made available and keep them for their own use.

- 2.6. The License also applies to all corrections and modifications, updates, or improvements to the Software provided by the Provider to the Licensee within the Service Period under Article 9.
- 2.7. The Licensee is not entitled to assign the License or grant a sublicense to any extent without the express written consent of the Provider.
- 2.8. Unless these Terms or the Agreement stipulate otherwise, the License does not include the authorization to interfere with the Software or modify it in any way, nor the right to access the Software's source codes. The Licensee is entitled to copy the Software only to the extent necessary for its use under these Terms and the Agreement.
- 2.9. The Licensee is not entitled to reverse engineer the Software, disassemble, adjust, alter, modify, decompile, translate, process, or extract the Software or any of its components, nor make any attempts to discover the source code of the Software or create secondary products or derivative works from it, except where such action is expressly permitted in these Terms, in the Agreement, or in Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright and on the Amendment of Certain Laws (Copyright Act), as amended ("**Copyright Act**"). The authorization under Section 66 (1) (b) of the Copyright Act is hereby excluded.
- 2.10. The Provider declares that they are authorized to grant the License, that they have received all consents from all third parties, especially authors of copyright works, to grant these rights to the Licensee, and that they are not aware of any fact that would prevent such granting of rights to the Licensee.

3. Making the Software Available and Software Installation

- 3.1. The Licensee is entitled to use the Software from the date it is made available. Making it available is preceded by the installation of the Software, which will take place according to the procedure set out below within 14 days of the conclusion of the Agreement, unless agreed otherwise between the contracting parties.
- 3.2. The Provider will install the Software via remote access on the Licensee's pre-designated devices and make the Software available to the Licensee. For this purpose, the Licensee will provide the Provider with the necessary cooperation (in particular, ensuring access to the device on which the Software is to be installed). The installation of the Software will be invoiced to the Licensee in accordance with the Price List under Article 6.
- 3.3. If the minimum technical requirements for the devices on which the Software is to be installed are not met or cease to be met, the Provider is entitled to reasonably postpone, limit, or refuse the installation of the Software or other related performance until the requirements are met. In such a case, the Provider is not in default with the fulfilment of their obligations under the Agreement.
- 3.4. Technological measures may be used in the Software aimed at preventing unlicensed and unauthorized use of the Software. The Licensee agrees that the Provider may use these measures for their own protection against software piracy. The Software may contain a restriction mechanism that allows only a limited number of installations and uninstallations of the Software on a limited number of devices.

4. Use of the Software

- 4.1. When using the Software, it is prohibited to:
 - (i) engage in activities that could disable, overload, or impair the proper functioning of the Software;

- (ii) use any automated means to access or interact, unless expressly permitted by the Provider;
 - (iii) reverse engineer, decompile, disassemble, translate, reconstruct, or extract parts of the Software, except in cases expressly permitted by law or these Terms;
 - (iv) alter, bypass security measures, or otherwise interfere with the Software beyond the scope of the Provider's express authorization;
 - (v) upload, transmit, or otherwise distribute materials that are unlawful, harmful, misleading, or may expose the Provider or other persons to harm or liability.
- 4.2. The Licensee shall further ensure that no content is uploaded or stored in the Software that:
- (i) in any way violates the rights of third parties;
 - (ii) is illegal, offensive, inciting hatred or discrimination, violent, harassing, obscene, or otherwise inappropriate;
 - (iii) contains pornography or depictions of child abuse;
 - (iv) constitutes unsolicited advertising, spam, phishing, or another form of unauthorized offer;
 - (v) contains malicious code, viruses, scripts, or other components capable of damaging or limiting the Software.
- 4.3. The Software must not be used by persons under 18 years of age. Persons under 18 years of age may use the Software only with the consent of a legal representative and to the extent permitted by applicable legal regulations.

5. Verification

- 5.1. The Software is configured to automatically perform Software verification from time to time via an Internet connection. During verification, a check is performed to see if the Software is properly licensed in accordance with the Terms.
- 5.2. During verification, the Software sends information about the Software to the Provider. This information includes, in particular, information about the current version of the Software and information about the installed components of the Software and its accessories.
- 5.3. If Software verification is not enabled, the Licensee acknowledges that this may impact the proper functioning of the Software and it may not be possible to obtain certain updates or services from the Provider.

6. Price

- 6.1. The License is provided for a fee. The specific amount and structure of the remuneration for the License are governed by the Provider's Price List or are expressly agreed in the Agreement ("**License Fee**").
- 6.2. All work, services, or performance beyond making the License available, installing the Software, or other performance expressly agreed in the Agreement are considered additional work ("**Additional Work**"). Additional Work will be charged according to the Provider's Price List, unless agreed otherwise between the contracting parties.
- 6.3. The Provider's Price List is available at <https://kb.mervis.info/doku.php/en:licensing:00-start> ("**Price List**").

7. Payment Terms

- 7.1. The Licensee undertakes to pay the License Fee in full and as a one-time payment no later than **30 days** from the receipt of the made-available Software.

- 7.2. In the event that the Licensee fails to pay the License Fee properly and on time, the License will be cancelled for the Licensee. In such a case, the Licensee's right to further use the Software ceases.
- 7.3. The License Fee, Additional Work, or other payments paid by the Licensee to the Provider will be paid by bank transfer to the Provider's account, unless specified otherwise in the Agreement or by agreement of the contracting parties.
- 7.4. Unless stated otherwise, payments are made in CZK or EUR. For payments in another currency, the exchange rate according to the terms of the payment service provider or according to the agreement of the contracting parties shall apply.
- 7.5. Invoices and payment confirmations are delivered electronically to the Licensee's contact details. The Licensee agrees to electronic delivery.

8. Third-Party Components and Services

- 8.1. The Software may use third-party software components and services that the Licensee connects via an application programming interface ("**API**"). The API allows the Software to be connected to other systems, applications, or devices in order to expand functionality or integrate with the Licensee's own environment.
- 8.2. The Licensee is responsible for the configuration, security, and operation of all systems, devices, or applications that are connected to the Software via the API. The Provider is not responsible for the functionality, compatibility, security, or availability of these connected systems or services, nor for their impact on the operation of the Software.
- 8.3. The Provider is not liable for any damage, data loss, limitation of functionality, or other consequences arising in connection with the use of the API or the connection of the Software with other systems or services via the API.
- 8.4. API documentation, including the description of interfaces, methods, formats, and access credentials, is provided exclusively electronically. The Provider may set separate technical and security requirements for using the API, which are binding on the Licensee.

9. Updates

- 9.1. The Provider is not obliged to provide updates, improvements, modifications, or further development of the Software. However, the Provider reserves the right to update and/or modify the Software.
- 9.2. For the first 12 months from making the Software available, the Licensee is entitled to have such a new version or modification of the Software, or its individual components, made available ("**Service Period**").
- 9.3. The Licensee is obliged to ensure the installation of a new version or modification of the Software at their own expense and responsibility. The Licensee is entitled to perform the update installation through a third party. Unless expressly agreed otherwise in the Agreement or by agreement of the contracting parties, the Provider does not perform the installation of a new version or modification of the Software.
- 9.4. The Licensee is entitled to ask the Provider before or at any time after the expiration of the current Service Period to extend its validity for a period of another 12 months. The extension of the Service Period is associated with the payment of a proportional part of the License Fee in accordance with the Price List under Article 6.
- 9.5. The Licensee acknowledges that in the event of non-extension of the Service Period, the Licensee is entitled to continue using the last properly made-available version of the Software,

but without the right to new versions, updates, support, maintenance, or ensuring compatibility with future changes in the technical environment.

10. Maintenance and Other Services

- 10.1. The Software is provided "as is", in the form in which it is available, and the Licensee acknowledges that the Provider makes no warranties regarding the functionality or suitability of the Software for the Licensee's specific purpose, except for the obligations expressly stated in these Terms or the Agreement or arising from generally binding legal regulations.
- 10.2. The Provider is not obliged to perform any above-standard modifications, service interventions, individual configurations, or maintenance of the Software for the Licensee, with the exception of agreed Additional Work.

11. Data

- 11.1. Data, information, and content (including measured values, configurations, event logs, attachments, and related metadata) that the Licensee or Authorized Users enter into the Software, generate within its use, or that arise from its operation in connection with the Licensee's devices ("**Licensee Data**") are stored on the Licensee's hardware.
- 11.2. **The Licensee is responsible for regularly backing up the Licensee Data at reasonable intervals.** The Provider is not responsible for the loss of Licensee Data.
- 11.3. The Provider is entitled to obtain technical operational data, in particular telemetry, logs, and metrics, from the Software and Licensee Data via remote access in the form of aggregated or anonymized data for the purpose of monitoring operation, increasing security, and improving the Software.
- 11.4. The Licensee acknowledges that during the conclusion and performance of the Agreement, personal data concerning the Licensee, Authorized Users, etc., may be processed. Information on the processing of personal data by the Provider is described in Article 16.
- 11.5. The Provider hereby grants the Licensee a non-exclusive and unlimited authorization to extract and utilize databases consisting exclusively of Licensee Data ("**Licensee Database**"). The Licensee may use and extract the Licensee Database only to the extent corresponding to the authorization to use the Software under these Terms. This does not affect the Licensee's right to handle Licensee Data and Licensee Databases outside the Software at their own discretion, including the right to export and further process them.
- 11.6. The Licensee is not entitled to extract or utilize in any way the databases forming part of the Software (i.e., the database of which the Provider is the maker) or a substantial part thereof (e.g., in connection with the Licensee's own software or third-party software). This does not affect the Licensee's authorization to access the database to the extent necessary for the proper use of the Software and to export their Licensee Data under these Terms.

12. Intellectual Property

- 12.1. All intellectual property rights granted to the Licensee remain the property of the Provider or the manufacturer of the respective part of the Software. The Licensee hereby does not acquire any rights to the Software (including documentation), know-how, trademarks, or any other intellectual property of the Provider, unless agreed otherwise.

13. Rights from Defective Performance

- 13.1. The Provider guarantees that the Software will meet the agreed specifications for the duration of the License.
- 13.2. The Licensee acknowledges and agrees that the Software may contain certain errors, for which, however, the Provider is not responsible. The Licensee is obliged to prevent any potential

damages, including performing regular backups of their data and ensuring a backup solution in case of Software malfunction.

- 13.3. The Provider does not guarantee that the Software is free of defects.
- 13.4. No warranty is provided for the error-free operation of the Software in conjunction with third-party software.
- 13.5. The Provider is not liable for damage or limitation of the Software's functionality caused by its obsolescence, especially as a result of failure to perform available updates or changes to the Software, nor for damage resulting from improper installation of an update performed by the Licensee or a third party in accordance with Article 9.
- 13.6. If a third party challenges the ownership or rights to use the Software granted by the Provider, the Licensee is obliged to immediately inform the Provider of the claim asserted by the third party. The Licensee authorizes the Provider to manage and resolve the litigation themselves, including through a settlement.
- 13.7. This section fully defines the warranties on the part of the Provider, and any further liability for defects is expressly excluded to the extent permitted by law.

14. Liability

- 14.1. The Provider is not liable for any harm caused by improper use of the Software in violation of the Agreement or these Terms. To the extent permitted by law, the Provider's liability for actual damage caused by the Provider in connection with the Agreement is limited to the amount paid by the Licensee for the twelve (12) months prior to the occurrence of the last asserted claim. This limitation of liability applies regardless of the legal basis, with the exception of (i) statutory (non-excludable) liability, such as liability for damages caused by gross negligence or intent; (ii) damages resulting from a breach of the Provider's obligations regarding any provisions of the Agreement concerning intellectual property; and (iii) damages resulting from a breach of the Provider's obligations regarding any provisions of the Agreement concerning personal data processing and information security.
- 14.2. The Provider is not liable for any other claims and damages, including indirect or consequential damages, lost profits, loss of use, unrealized savings, loss of earnings, or business interruption.
- 14.3. The Provider is not liable for illegal content stored by the Licensee or its misuse by the Licensee or third parties on the Licensee's side.
- 14.4. This section fully defines the warranties on the part of the Provider, and any further liability for defects is expressly excluded to the extent permitted by law.

15. Confidentiality

- 15.1. Both the Licensee and the Provider are obliged to maintain confidentiality regarding all information they learn in connection with the use of the Software. Confidentiality applies primarily to information that is protected as a trade secret or that is protected under regulations governing intellectual property, as well as information relating to the technical infrastructure and Software, or which is protected against disclosure to unauthorized persons by generally binding legal regulations ("**Confidential Information**").
- 15.2. Confidential Information is considered to be in particular:
 - (i) technical information about the functioning, architecture, configuration, infrastructure, or security of the Software;
 - (ii) access data of the Licensee and Authorized Users;
 - (iii) the layout of the computer network and its components;
 - (iv) configuration parameters of the devices used;
 - (v) information about incidents, vulnerabilities, testing, monitoring, or audits;

- (vi) information that is protected under regulations governing intellectual property and that has not been made available to the public;
 - (vii) trade secrets;
 - (viii) any other non-public information whose confidentiality arises from the nature of the matter or the circumstances of its disclosure.
- 15.3. Trade secrets are considered to be in particular:
- (i) commercial, operational, and financial information;
 - (ii) customer lists, lists of business suppliers and partners;
 - (iii) unpublished business offers;
 - (iv) terms of concluded contracts;
 - (v) research and development results.
- 15.4. The contracting parties undertake not to disclose, make available, or otherwise provide Confidential Information to any third party without the prior written consent of the other contracting party, not to use it for any purpose other than the use of the Software, and to take all reasonable measures to ensure that Confidential Information is not made available to unauthorized persons.
- 15.5. The obligation of confidentiality under this Article does not apply to information that a) is or becomes publicly available other than by a breach of these Terms or the Agreement; b) was demonstrably known to the contracting party prior to its disclosure by the other contracting party; c) was obtained from a third party legitimately and without an obligation of confidentiality; d) must be provided on the basis of a law, a court decision, or a decision of another public authority; in such a case, however, the contracting party is obliged, unless prevented by a legal regulation, to inform the other contracting party of such a request without undue delay and to provide it with reasonable cooperation in protecting its rights.
- 15.6. Both the Licensee and the Provider are entitled to disclose Confidential Information to their employees, collaborators, or subcontractors only to the extent necessary for the performance of their obligations under the Agreement or these Terms, and provided that these persons are bound by an obligation of confidentiality at least to the extent corresponding to this Article.
- 15.7. The obligation of confidentiality under this Article lasts for the duration of the Agreement and further without time limitation after its termination, for as long as maintaining confidentiality is reasonable given the nature of the information or required by legal regulations. Obligations arising from the protection of trade secrets continue even after this period, for as long as the information has the nature of a trade secret.

16. Personal Data Protection

- 16.1. The Provider processes certain personal data of the Licensee. Further information on the purpose, scope, method, and duration of personal data processing is provided in the Privacy Policy available on the Provider's website here <https://kb.mervis.info/doku.php/en:help:85-privacy-policy:00-start>.

17. Duration and Termination of the Agreement

- 17.1. Unless otherwise agreed, the Agreement is concluded for an indefinite period.
- 17.2. The Provider is entitled to terminate the Agreement with immediate effect if the Licensee's breach is incurable or immediately threatens the Software, or if required by legal regulations or a decision of a public authority.
- 17.3. On the day of termination of the Agreement, the Licensee's right to the provision of support, maintenance, updates, new versions, and other related performance ceases. The right to use the already properly made-available and paid version of the Software is not affected, unless the License was cancelled due to a breach of the Agreement or these Terms by the Licensee.

- 17.4. Termination of the Agreement does not affect the Provider's claim for payment of the License Fee up to the date of termination.

18. Force Majeure

- 18.1. Both contracting parties are exempt from the obligation to perform under these Terms and the Agreement to the extent that the impossibility of performance is caused by force majeure events, such as war, strikes, riots, expropriation, natural disasters, unavailability of a mobile service provider, or other uncontrollable circumstances. Each contracting party is obliged to immediately inform the other contracting party in writing of any force majeure event.

19. Final Provisions

- 19.1. These Terms are drawn up in accordance with Czech law, in particular in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code ("**Civil Code**"). Matters not mentioned in these Terms are governed by Czech law, in particular the Civil Code.
- 19.2. Disputes arising between the contracting parties shall be resolved by the competent general court of the Czech Republic according to the Code of Civil Procedure, unless mandatory norms of private international law provide otherwise. The contracting parties will preferentially seek alternative dispute resolution.
- 19.3. If any provision of these Terms is or becomes invalid or ineffective, this does not affect the other provisions of these Terms, which remain valid and effective.

20. Contact Information

- 20.1. In case of any questions or comments regarding these Terms, you can contact the Provider by e-mail: support@mervis.info
- 20.2. Postal address: Technická 1902/2, 166 27, Prague 6

21. Amendment of the Terms

- 21.1. The Provider is entitled to reasonably amend the Terms, in particular due to changes in legal regulations, technical development of the Software, security, licensing or operational requirements, changes in support or maintenance, or the removal of ambiguities.
- 21.2. An amendment to the Terms has no retroactive effect and does not affect the right to use an already made-available or installed version of the Software, unless the amendment is necessary due to legal regulations, a decision of a public authority, or the security of the Software.
- 21.3. The new wording of the Terms shall apply in particular to new versions of the Software, installations, reinstallations, updates, extensions, support, maintenance, and other performance provided after the amendment takes effect. The Licensee is obliged to familiarize themselves with the current wording of the Terms before each installation, reinstallation, update, or other making available of the Software.
- 21.4. If the Licensee rejects the amendment in writing no later than the day it takes effect, the amendment shall not apply to them in relation to the already made-available or installed version of the Software. In such a case, however, the Provider does not have to provide new versions, updates, support, maintenance, or other related performance to which the amended Terms are to apply.