

# Licence Terms and Conditions (LTC)

## a.k.a. Licence Agreement

### Interpretation and Application

<b>1 Interpretation</b>	The interpretation aids in the Global Terms and Conditions (“ <b>GTC</b> ”) apply to this Licence Terms and Conditions (“ <b>LTC</b> ”).
<b>2 Application</b>	<p><b>Scope.</b> This LTC governs Intellectual Property Rights, software licensing, Cloud Services, and data matters. For all other matters, the GTC applies.</p> <p><b>Position in Hierarchy.</b> This LTC ranks above the Project Terms and Conditions (“<b>PTC</b>”) and GTC in the Agreement hierarchy defined in the GTC. In case of conflict between this LTC and the GTC on matters within the scope of this LTC, this LTC prevails.</p> <p><b>Definitions.</b> Terms defined in this LTC have the meanings given here. Terms not defined in this LTC have the meanings given in the GTC.</p>

### Definitions

The following capitalized definitions will have the following meaning in the Agreement:

<b>Agreement</b>	The contractual relationship between ComAp and the Customer, comprising all the applicable documents specified in GTC Article 1 (Agreement and Document Hierarchy).
<b>Author’s Works / ComAp Intellectual Property</b>	All software, documentation, technical drawings, schematics, design files, firmware, data, know-how and other works protected by Intellectual Property Rights, owned by or licenced to ComAp, whether embedded in a Product or supplied separately.
<b>End User</b>	The Customer itself when directly using the Products/Services, and any other natural or legal person to whom a valid sublicense has been granted in accordance with Section Licence Grant & SaaS Access.
<b>Licence</b>	The non-exclusive, non-transferable, revocable right granted under Section Licence Grant & SaaS Access to use specified ComAp Intellectual Property strictly for internal business purposes.

<b>Updates</b>	Any bug-fix, patch, minor release or other modification of ComAp Software that does not constitute a new product or major upgrade.
<b>Upgrade</b>	A major release, version or new product which ComAp markets or licences separately.
<b>Open-Source Software (OSS)</b>	Third-party software distributed under licences approved by the Open-Source Initiative and identified in the OSS Schedule.
<b>Personal Data</b>	Data generated by the use of a Connected Product that the manufacturer designed to be retrievable, including relevant metadata.
<b>Data Act</b>	Regulation (EU) 2023/2854 of the European Parliament and of the Council on harmonised rules on fair access to and use of data.
<b>Product Data</b>	Data generated by the use of a Connected Product that the manufacturer designed to be retrievable, including relevant metadata.
<b>Related Service Data</b>	Data representing the digitisation of user actions or events related to the Connected Product which are generated during the provision of a Related Service by the provider.
<b>Data Holder</b>	Any natural or legal person that has the right or obligation to use and make available Product Data or Related Service Data under the Data Act.
<b>Cloud Service</b>	A remotely hosted software functionality provided by ComAp to the Customer on a subscription or pay-as-you-go basis (Software-as-a-Service).
<b>Subscription Term</b>	The period during which the Customer is authorised to access a Cloud Service, as specified in the Order Confirmation or Specific Agreement.
<b>Embedded Software</b>	Software or firmware that is permanently installed on or delivered with a ComAp hardware Product and functions solely as an integral part of that Product.
<b>Standalone Software</b>	ComAp software delivered separately from any hardware Product, licenced on a per-user basis (e.g. PC configuration or monitoring tools).
<b>Operational Data</b>	Any data (including Product Data, Related Service Data, telemetry, logs, configuration files, usage statistics, performance metrics and error reports) generated, transmitted or stored by or through any ComAp Product or Related Service, irrespective of the business line (e.g. White-Box Controllers, Projects, Complete Solutions, Marina Segment, Bi-Fuel, etc.).

## Licence Grant & SaaS Access

<b>3 Ownership and Reservation of Rights</b>	ComAp and its licensors retain all right, title and interest, including all Intellectual Property Rights, in and to the ComAp Intellectual Property. No ownership rights are transferred under this LTC. Software is licenced, not sold. Except for the limited rights expressly granted in this Section, no other rights or licences are granted or implied.
<b>4 Embedded Software Licence (Product-Tied)</b>	<p>Embedded Software forms an integral part of the Product, is deemed to be included in the advertised Total Price of the Product (unless expressly listed otherwise) and cannot be separated from it. Provided that the Customer (or any subsequent lawful owner of the Product) has paid the Total Price of the Product, ComAp grants such owner a Licence to:</p> <p>a) install and run the ComAp Software on hardware that meets the minimum requirements set out in the Documentation;</p>

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- b) use the Documentation, Drawings and other Author's Works solely to operate, maintain or integrate the Products/Services; and
  - c) make a reasonable number of back-up copies for disaster-recovery purposes, provided the copies remain under the Customer's control and bear all proprietary notices.

The Licence automatically transfers together with lawful transfer of ownership of the Product and may not be assigned separately from the Product.

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**5 Standalone Software Licence (User-Tied)**

Provided that the Customer has

- a) paid the Total Price or any applicable licence fee or
- b) where the Standalone Software is expressly designated by ComAp as free of charge (e.g., "Free Plan"),

has duly accepted this LTC, ComAp grants the Customer a Licence to install and run the Standalone Software on compatible hardware or virtual environments for the Customer's internal business purposes only. This Licence is personal to the Customer, non-transferable and non-sublicensable. The Customer may permit its employees and individual contractors to use the Standalone Software solely on the Customer's behalf.

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**6 Software-as-a-Service (SaaS) Access**

Where the Order Confirmation or Specific Agreement identifies a Cloud Service, ComAp grants the Customer, for the Subscription Term indicated therein, a non-exclusive, non-transferable right to access and use the Cloud Service and its related documentation solely for the Customer's internal business purposes and in accordance with this LTC and any applicable service description.

- a) The Customer may permit its authorised users to access the Cloud Service solely via the access credentials supplied by ComAp and is responsible for all activities carried out under those credentials.
- b) ComAp may make commercially reasonable changes to the Cloud Service, including to enhance features or security, provided such changes do not materially reduce its core functionality.
- c) The Customer shall not attempt to download, copy, modify, or reverse-engineer any software underlying the Cloud Service, or to circumvent any usage limits.
- d) The Subscription Term renews only if expressly agreed in writing by the Parties or as set out in the Order Confirmation.

Any service-level commitments, maintenance windows or uptime targets for the Cloud Service are set out in a separate service level agreement or service description and do not form part of this LTC.

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**7 Sublicensing and Assignment**

The Licence is personal to the Customer and may not be sublicensed, leased, assigned or otherwise transferred, except

- a) where Embedded Software automatically transfers together with ownership of the Product in accordance with Article 2 [Embedded Software Licence (Product-Tied)], or
  - b) where a Distributor or Service Partner expressly authorised in writing by ComAp may grant sublicences to End Users on terms no less protective of ComAp than this LTC.
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**8 Updates and Upgrades**

ComAp may, at its discretion, provide Updates free of charge. Upgrades may require payment of an additional fee and may be subject to a separate licence agreement.

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## Restrictions on Use

<b>9 Restrictions</b>	<p>The Customer shall not, and shall ensure that End Users do not:</p> <ul style="list-style-type: none"> <li>a) disassemble, decompile, reverse-engineer or otherwise attempt to derive source code except to the limited extent permitted by mandatory law;</li> <li>b) modify, adapt or create derivative works from the ComAp Intellectual Property without ComAp's prior written consent;</li> <li>c) remove, alter or obscure proprietary notices, trademarks or disclaimers;</li> <li>d) bypass or disable technical protection measures (including SW Keys); or</li> <li>e) use the ComAp Software in any manner that infringes applicable export-control or sanctions regulations;</li> <li>f) upload, transmit, provide or otherwise expose any ComAp Intellectual Property (in whole or in part) to publicly available or commercially operated machine-learning or generative-AI systems – including large language models – for the purposes of training, fine-tuning, inference or prompt engineering, unless ComAp has given its prior written consent.</li> </ul>
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## Open-Source Software

<b>10 Open Source Software (OSS)</b>	<p>ComAp Software may include or be accompanied by OSS components. Such components are licenced under their respective OSS licences. Details of the individual OSS components are provided in the Legal Notice Manual, which is incorporated into the User Guideline for the relevant Product/Software. Nothing in this LTC restricts any rights granted under those OSS licences. Where an OSS licence expressly supersedes this LTC for a given component, the OSS licence conditions apply to that component.</p>
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## Data Access and EU Data Act Compliance

<b>11 Principle</b>	<p>Nothing in this LTC limits any statutory rights of the Customer or End User as User under the EU Data Act. ComAp shall comply with all obligations of a Data Holder under the Data Act.</p>	
<b>12 Categories of Data</b>	<p>ComAp Products and Related Services may generate Product Data and Related Service Data. The nature, format and estimated volume of such data are described in the applicable Documentation and, where required, in pre-contractual information under the Data Act.</p>	
<b>13 Right of Access</b>	<b>Centralised Data (cloud-hosted)</b>	<p>Where ComAp stores Product Data or Related Service Data within ComAp-managed cloud infrastructure (currently hosted on Microsoft Azure or equivalent reputable providers), ComAp will, upon a request submitted via the Customer portal or other designated electronic channel, make such Data available to the Customer free of charge, in a structured, commonly-used and machine-readable format and without undue delay.</p>
	<b>Local / On-Premise Data</b>	<p>For Products or Related Services that store Data exclusively on-device or within a Customer-controlled network (including on-premise installations or closed intranets with no Internet connectivity), the Customer or End User accesses the Data directly through the Product's native interfaces (e.g. built-in display, file export, Modbus or</p>

other documented protocols). ComAp is not obliged to retrieve or transmit Data that is stored solely in such local environments.

**Real-Time Export**

Continuous or real-time export of Data is available only where

- a) the Product is connected to an external network,
- b) all required connectivity services are active and
- c) the Customer has completed the necessary configuration steps described in the Documentation.

**14 Sharing with Third Parties**

At the Customer's written instruction, ComAp shall provide such Data directly to a designated third party in accordance with Data Act. ComAp may require the third party to accept technical and organisational measures that preserve trade secrets and comply with article 6 of the Data Act.

**15 Trade Secrets, ComAp IP and Security**

ComAp is not obliged to disclose or make available any Data that:

- a) embody or reveal ComAp Intellectual Property (including but not limited to source code, algorithms, configuration libraries, tuning parameters, design files, or databases protected by copyright or sui-generis database rights);
- b) constitute ComAp's trade secrets or confidential know-how; or
- c) would, if disclosed, create a significant risk to the security or integrity of ComAp Products/Services or any third-party systems.

If the requested Data are intertwined with such protected information, ComAp may

- a) redact or aggregate the Data;
- b) apply reasonable technical and organisational measures (e.g. NDAs, secure portals, access controls); or
- c) refuse the request altogether where protection cannot be ensured, consistent with Data Act.

**16 Compensation**

Data made available to the Customer under Article 13 (Right of Access) shall be free of charge. Requests to provide Data to third parties may be subject to reasonable compensation covering only the technical costs of making the Data available

**17 Customer Obligations**

The Customer shall:

- a) not use the Data to develop a competing Connected Product or Related Service;
- b) respect trade-secret measures and refrain from sharing received Data with a gatekeeper within the meaning of Regulation (EU) 2022/1925.

**18 Territorial Scope**

This Section 6 applies where and to the extent required by Regulation (EU) 2023/2854. It does not create additional rights in jurisdictions where that Regulation is not directly applicable.

## Technical Data, Operation Data and Privacy

**19 Licence to Operational Data**

The Customer hereby grants ComAp, for the Term of the Agreement and thereafter for so long as ComAp retains Operational Data in accordance with Article 22 (Retention and Security), a non-exclusive, worldwide, perpetual, irrevocable, transferable and royalty-free licence to access, collect, copy, store, process, aggregate, analyze, modify and otherwise use the Operational Data for the following legitimate purposes:

- a) diagnosing, reproducing and repairing faults or security incidents;
- b) improving, training, testing and validating ComAp Products/Services and developing new features or offerings;
- c) optimizing performance, enhancing cybersecurity and energy efficiency;
- d) generating statistical insights, benchmarks and analytics, provided that no information is disclosed which identifies the Customer or reveals trade secrets; and
- e) complying with legal obligations and demonstrating such compliance.

<b>20 Combination and Anonymisation</b>	ComAp may combine Operational Data with data from other sources and may create anonymized or aggregated datasets and derived works. Such data derived are owned by ComAp. ComAp will not attempt to reidentify individuals from anonymized data.
<b>21 Customer Responsibilities</b>	The Customer shall inform End Users about ComAp's processing of Operational Data as described herein and, where required, obtain any necessary consents or provide statutory notices.
<b>22 Retention and Security</b>	ComAp retains Operational Data for as long as reasonably necessary for the purposes set out above or as required by law. ComAp applies appropriate technical and organisational measures to protect Operational Data against unauthorised or unlawful processing, loss, destruction or damage.
<b>23 Personal Data (Incidental Capture)</b>	ComAp does not seek to collect or process Personal Data systematically through its Products/Services. Any Personal Data contained in Operational Data is captured only incidentally. In such cases ComAp acts as independent data controller and processes the Personal Data strictly for the purposes listed in Article 19 (Licence to Operational Data) and in compliance with applicable Data-Protection Laws. The Customer confirms that no special categories of Personal Data (as defined in article 9 GDPR) are intended to be processed via ComAp Products/Services.
<b>24 Opt-Out (Limited Availability)</b>	Most ComAp Products/Services do not include a technical mechanism to disable or limit the transfer of Operational Data. Where a particular Product or Related Service does support configurable telemetry settings, the scope and procedure are described in the respective Documentation. Disabling such telemetry may impair certain functionalities or support services and does not affect ComAp's right to process Operational Data that is strictly necessary for fault diagnostics, cybersecurity or legal compliance.

## Warranty Disclaimer and Limitation of Liability

<b>25 "As-is" Basis</b>	<b>The ComAp Intellectual Property is provided "as is" without warranties of any kind, whether express, implied or statutory, including the implied warranties of merchantability and fitness for a particular purpose.</b>
<b>26 No Reliance</b>	The Customer confirms that it has not relied on any statement or warranty not expressly set out in the Agreement, consistent with the GTC.
<b>27 Limitation</b>	ComAp's liability under this LTC is subject to the limitations and exclusions set forth in GTC Article 55 (Limitation and Exclusion of Liability).
<b>28 Liquidated Damages</b>	Liquidated damages for breaches of this LTC, including unauthorized use, reproduction, or disclosure of ComAp Intellectual Property, are governed by GTC Article 59 (Liquidated Damages).

## Termination

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<b>29 Termination</b>	<p>ComAp may terminate the Licence in accordance with GTC Article 63 (Termination by ComAp for Customer's Cause). Additionally, ComAp may terminate immediately if the Customer materially breaches Article 9 (Restrictions) or Section Data Access and EU Data Act Compliance of this LTC.</p> <p>Upon termination: the Licence automatically ceases; the Customer must cease all use, delete or return all copies of the ComAp Intellectual Property; and provisions intended to survive (including Intellectual Property, liability, data and confidentiality) remain in force.</p>
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## General

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<b>30 Governing Law and Dispute Resolution</b>	<p><b>Governing law</b> The LTC including any non-contractual obligations arising out of or in connection with it, will be governed exclusively by the laws of the Czech Republic (excluding conflict-of-laws rules).</p> <p><b>Dispute resolution</b> Disputes will be resolved in accordance with Article 83 (Governing Law and Dispute Resolution) by the Czech courts or by arbitration administered by the Arbitration Court with the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic in Prague under the its Rules.</p>						
<b>31 Amendments and Updates of the LTC</b>	<table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; padding-right: 20px;"><b>Unilateral Updates by ComAp</b></td> <td>ComAp may from time to time revise this LTC to reflect changes in law, technology or business practices. The current version is always available at the URL specified in the Legal Notice Manual or on ComAp's website.</td> </tr> <tr> <td style="vertical-align: top; padding-right: 20px;"><b>Notice of Material Changes</b></td> <td>ComAp will notify the Customer of any Material Change (i.e. a change that materially reduces the Customer's rights or expands the Customer's obligations) at least thirty (30) days before it takes effect, by e-mail to the administrative contact or via the Customer portal.</td> </tr> <tr> <td style="vertical-align: top; padding-right: 20px;"><b>Acceptance and Objection Procedure</b></td> <td> <p>Continued use of the Products/Services after the effective date constitutes acceptance of the updated terms. If the Customer objects to a Material Change, the following options apply:</p> <ul style="list-style-type: none"> <li>a) Paid Subscription (Standalone Software or Cloud Service). The Customer may elect either               <ul style="list-style-type: none"> <li>i. to continue using the affected Product/Service under the version of this LTC in force immediately before the Material Change until the end of the current Subscription Term, after which the updated terms shall automatically apply upon renewal, or</li> <li>ii. to terminate the Subscription with effect at the end of the then-current billing period; ComAp will refund any prepaid fees covering the period after such termination.</li> </ul> </li> </ul> </td> </tr> </table>	<b>Unilateral Updates by ComAp</b>	ComAp may from time to time revise this LTC to reflect changes in law, technology or business practices. The current version is always available at the URL specified in the Legal Notice Manual or on ComAp's website.	<b>Notice of Material Changes</b>	ComAp will notify the Customer of any Material Change (i.e. a change that materially reduces the Customer's rights or expands the Customer's obligations) at least thirty (30) days before it takes effect, by e-mail to the administrative contact or via the Customer portal.	<b>Acceptance and Objection Procedure</b>	<p>Continued use of the Products/Services after the effective date constitutes acceptance of the updated terms. If the Customer objects to a Material Change, the following options apply:</p> <ul style="list-style-type: none"> <li>a) Paid Subscription (Standalone Software or Cloud Service). The Customer may elect either               <ul style="list-style-type: none"> <li>i. to continue using the affected Product/Service under the version of this LTC in force immediately before the Material Change until the end of the current Subscription Term, after which the updated terms shall automatically apply upon renewal, or</li> <li>ii. to terminate the Subscription with effect at the end of the then-current billing period; ComAp will refund any prepaid fees covering the period after such termination.</li> </ul> </li> </ul>
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b) Embedded Software or Free Plan. Because no separate licence fee is payable, the Customer's sole remedy is to cease using the affected Product/Service. No refund or other compensation is due.

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**Mutual Amendments** All other amendments, variations or waivers must be agreed in writing and signed by authorised representatives of both Parties.

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**Customer-Specific Deviations** Any deviations from this LTC that have already been expressly agreed in writing between ComAp and the Customer (including specific licence terms contained in a master agreement, framework agreement, order form or other written binding documents) shall remain valid and, in the event of a conflict, prevail over this LTC, unless and until the Parties expressly agree otherwise in writing.

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**32 Confidentiality** Confidentiality obligations are governed by GTC Article 85 (Confidentiality).

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**33 Moral Rights** Each Party irrevocably waives, to the extent permitted by applicable law, any moral rights (including rights of paternity and integrity) in the Author's Works.

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