



End User Licence Agreement

2026-08-23

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0. Acceptance

This End User Licence Agreement ("Agreement") is concluded between **Pavol Krnáč - elektro servis**, Jilemnického 1266/33, 974 04 Banská Bystrica, Slovak Republic, business ID (IČO) 43352952, tax ID (DIČ) 1045464189, not registered for VAT, entered in the trade register of the District Office Banská Bystrica under reg. no. 402-15523 ("Licensor") and the natural or legal person who downloads, installs or uses the Software ("Licensee", "you").

By downloading, installing or using the Software you accept this Agreement. If you do not accept it, do not install the Software and delete any copy in your possession.

1. Definitions

Software — the ctrl32 product family as a whole, comprising the Editor, the Panel Firmware and any accompanying tools, libraries, examples and documentation supplied by the Licensor.

Editor — the desktop application used to create Projects, author control logic, design visualisation screens, simulate a Project, download Projects to a Panel and perform online monitoring.

Panel Firmware — the runtime executed on the target device (ESP32, STM32 or Linux target) which executes the control logic, drives the visualisation and provides communication services.

Panel — a hardware device on which the Panel Firmware is executed.

Project — the configuration, control logic, tag definitions and visualisation authored by the Licensee in the Editor, and the compiled binary pack produced from it.

Simulation — execution of a Project inside the Editor, without a connection to a Panel.

Licence — the signed record issued by the Licensor which unlocks a tier for a Subscription Period on an identified computer.

Equipment fingerprint — a short code derived by the Editor from the computer it runs on, which identifies that computer to the licensing service without identifying the Licensee.

Subscription Period — the period of twelve (12) months for which the Licensee has paid, as stated at the time of purchase and in the Licensor's records.

Documentation — the product documentation published at ctrl32.com/docs as amended from time to time.

2. Subject matter of the Agreement

2.1 The Licensor grants the Licensee the right to use the Software on a subscription basis, in the tier purchased and for the duration of the Subscription Period, subject to this Agreement.



2.2 The functional scope of each tier is set out in the product description at the point of purchase and in the Documentation. Only the functions of the purchased tier are licensed.

2.3 The Software is licensed, not sold. All rights not expressly granted remain with the Licensor.

2.4 **Nature of the Software.** The Software is a general-purpose engineering tool. It is supplied without any specific application in mind and is not designed, tested or validated for any particular machine, process, industry or environment. The Editor is a development tool. The Panel Firmware is a general-purpose runtime supplied as a component for integration by the Licensee.

2.5 The Software is not a finished product within the meaning of applicable product safety law, is not a machine, is not a safety component, and is not sold as ready for use in any given application. It becomes part of an application only through the control logic, configuration, hardware selection and integration work carried out by the Licensee.

2.6 The Licensor has no knowledge of, and no influence over, the application in which the Licensee uses the Software, the machine into which it is integrated, the hardware connected to it, or the conditions under which it is operated. Responsibility for those matters rests with the Licensee under Clause 10.

2.7 **No software is free of defects.** The Licensee acknowledges that, according to the state of the art, it is not possible to produce software that behaves correctly under all conditions of use, and that this applies to the Software as it does to any other software, including software supplied by established vendors of control systems. Latent defects may exist and may become apparent only under conditions that were not, and could not have been, tested.

2.8 The Licensee must therefore design its application on the assumption that the Software may fail or behave unexpectedly. Protection against the consequences of such failure must not rely on the Software itself, but on independent means — hard-wired safety circuits, certified safety devices, mechanical protection and the measures required by Clause 9.

3. Grant of licence

3.1 Subject to payment of the applicable fees, the Licensor grants the Licensee a non-exclusive, non-transferable, non-sublicensable right, limited to the Subscription Period, to:

- (a) install and use the Editor on the computers permitted by Clause 3.4;
- (b) create an unlimited number of Projects using the Editor;
- (c) deploy Projects to an unlimited number of Panels;
- (d) use the Panel Firmware on those Panels;
- (e) distribute Projects created by the Licensee, and Panels containing them, to the Licensee's own customers as part of the Licensee's machines or installations.

3.2 The Licensee's Projects are the Licensee's property. The Licensor claims no rights in the control logic, screens or configuration authored by the Licensee, and no royalty on machines built with the Software.

3.3 **Commercial use is permitted** under this Agreement, in every tier, without restriction and without any royalty on machines built with the Software.



3.4 Computers covered by one Licence. A Licence is bound to the equipment fingerprint of the computer it was issued for. Within one Subscription Period a Licence may be issued for up to three (3) different computers; a computer already known to the licensing service may be activated again at any time, for example after a reinstallation, without counting again. Where a computer has failed or been replaced, a further issue is made on request to the Licensor within the validity period at no extra charge.

3.5 The Licensee may not share a Licence with third parties, use it on more computers than permitted by Clause 3.4, or make the Editor available to third parties on a service basis.

3.6 Use without a Licence (the demo). The Editor may be installed and used without any Licence and without a time limit. In that state the full editing scope is available — every language, every widget and the Simulation — and what is not available is reaching hardware: downloading a Project to a Panel and flashing the runtime. Clauses 5, 9, 10, 11 and 12 apply to such use in the same way.

3.7 The runtime licence in the Panel. Besides the Licence for the Editor, a Panel carries a runtime licence bound to the board's serial number, which the Editor writes during commissioning. A Panel whose runtime record fails to verify is marked unlicensed in the diagnostics and refuses extensions; **the control logic keeps running.**

3.8 Academic licences. Schools, universities and other educational institutions may obtain licences for teaching and student use on terms agreed individually with the Licensor. Enquiries are made to hello@ctrl32.com. Such licences are granted only on the basis of a separate written agreement, which sets out the number of computers, the duration and the permitted scope of use, and which prevails over this Clause 3 to the extent of any conflict. An academic licence does not permit commercial use, use in production, or use in a machine placed on the market; for such use a commercial licence must be purchased.

4. Effect of expiry of the Subscription Period

4.1 Panels continue to operate without any limitation. A Project already downloaded to a Panel continues to execute indefinitely after the Subscription Period ends. Expiry, cancellation or termination of a subscription does not stop, disable, degrade or time-limit any Panel in operation, and does not require any further payment. This is a deliberate design decision: the Licensor will not cause a machine in service to stop for licensing reasons.

4.2 The Editor continues to run. After expiry the Licensee may still start the Editor, open, edit and save Projects, and run them in Simulation, with the full editing scope described in Clause 3.6.

4.3 On expiry of the Subscription Period the following cease to be available until the subscription is renewed:

- (a) compiling a Project and downloading it to a Panel, and flashing the runtime;
- (b) access to updates of the Software released after expiry.

4.4 Projects previously created by the Licensee remain the Licensee's property and remain fully readable and editable in a documented file format, irrespective of subscription status. Content belonging to a tier the Licensee no longer holds is shown, not deleted: a Project is not trimmed because a Licence lapsed.



4.5 Renewal restores the functions listed in Clause 4.3 immediately. There is no re-purchase requirement, no re-activation fee and no loss of Projects.

4.6 A grace period of fourteen (14) days applies after the expiry date, during which the Editor remains fully functional. This gives the Licensee time to renew without interruption of work in progress.

5. Restrictions

5.1 The Licensee may not:

- (a) reverse engineer, decompile or disassemble the Software, or attempt to derive its source code, except to the extent such acts are expressly permitted by mandatory applicable law or by the licence terms of open-source components contained in the Software, and then only within the limits so permitted;
- (b) circumvent, disable or tamper with the licensing mechanism, or unlock a tier that has not been paid for (use without a Licence is permitted within the scope of Clause 3.6);
- (c) rent, lease, lend, resell, sublicense or otherwise make the Software available to third parties, except as expressly permitted in Clause 3.1(e);
- (d) remove or alter any copyright, trademark or licence notice contained in the Software;
- (e) use the Software in breach of applicable export control or sanctions law.

5.2 Publication of benchmark results or performance comparisons is permitted, provided the version of the Software and the measurement method are stated.

6. Open-source and third-party components

6.1 The Software consists of code written by the Licensor and of third-party components licensed under **permissive** open-source licences, such as the MIT licence and the Apache Licence 2.0. The Software contains no components licensed under the GNU General Public Licence or any other copyleft licence, and nothing in those components obliges the Licensee to publish its own Projects, logic or screens.

6.2 The applicable licence terms of those third-party components take precedence over this Agreement in respect of those components. Their copyright notices are reproduced as required by the respective licences.

6.3 The list of those components and their licence terms is published at ctrl32.com/docs/deployment/third-party and is available before purchase.

7. Activation and processing of data

7.1 **Activation.** A Licence is obtained by sending the **order number** and the **equipment fingerprint** of the computer to the Licensor's licensing service, which returns the signed Licence. No other information about the Licensee, the computer or its contents is sent. Where the computer has no internet connection, the same request can be made from a browser on another computer and the Licence file carried across.

7.2 The Licensee's IP address is visible to the licensing service as an unavoidable consequence of any network connection. The order number, the equipment fingerprint and the IP address are processed as described in the [Privacy Policy](#).



7.3 No Project data ever leaves the Licensee's computer or Panel. The Licensor does not transmit, collect, store or access Projects, control logic, tag values, screens, alarm data or any process data from Panels. The licensing service has no technical means of doing so.

7.4 The Licence is verified entirely offline. Once the Licence has been loaded, the Editor does not contact the licensing service again: verification is a signature check performed on the computer. A network connection is needed only to obtain or renew a Licence. The Editor warns thirty (30) days before the Subscription Period ends.

8. Updates

8.1 During the Subscription Period the Licensee is entitled to all updates of the Software released by the Licensor for the purchased tier.

8.2 The Licensor may modify, add or remove functions of the Software. Where a function material to the purchased tier is removed, the Licensee may terminate the subscription and receive a pro-rata refund of the unused period.

8.3 The Licensor is not obliged to maintain compatibility of new Editor versions with Panel Firmware versions older than two (2) major releases. Compatibility requirements are stated in the Documentation.

9. Excluded uses — safety

9.1 The Software is not a safety-related system and must not be used to implement safety functions. It is not certified to IEC 61508, ISO 13849, IEC 62061 or any comparable functional safety standard, and no such certification is claimed, implied or in preparation.

9.2 Without limiting Clause 9.1, the following must not be implemented in, or depend on, the Software or a Panel:

- (a) emergency stop functions;
- (b) guard door, interlock, light curtain or two-hand control monitoring;
- (c) safe torque off, safe stop or any other safety function of a drive;
- (d) overpressure, overtemperature or overspeed protection where failure could cause injury;
- (e) any function whose failure could result in death, personal injury, or serious damage to property or the environment.

Such functions must be implemented by hard-wired means or by certified safety devices, independent of the Software.

9.3 The Software is not a real-time system. The Licensor does not guarantee deterministic execution, bounded latency or jitter-free operation. Measured performance figures published in the Documentation describe specific test conditions and are not a guarantee of behaviour in the Licensee's application.

9.4 Remote access, including but not limited to MQTT writes, web-based control and network downloads, must not be used for any function within the scope of Clause 9.2.

9.5 The Software transmits process data without transport encryption where so stated in the Documentation. The Licensee is responsible for network segregation and must not expose a Panel to a



public network.

9.6 Simulation is a development aid only. Correct behaviour in Simulation is not evidence of correct or safe behaviour on a Panel, and does not replace testing on the actual machine under Clause 10.1(c).

9.7 No certifications, approvals or conformance claims. The Software holds no certification, approval, registration or conformance mark of any kind. In particular:

- (a) it is not certified, assessed or approved under any functional safety standard (Clause 9.1);
- (b) it has not undergone conformance testing under any fieldbus or protocol organisation programme, including those of the Modbus Organization and CAN in Automation (CiA), and no compliance, conformance or certification under any such programme is claimed;
- (c) protocol names such as Modbus, CAN, CANopen and CiA are used descriptively to identify the protocols supported. They are the trademarks of their respective owners. Their use here does not imply any endorsement, affiliation, membership, certification or approval by those owners;
- (d) EDS files generated by the Software are produced from data entered by the Licensee. The Licensor holds no vendor identifier issued by CAN in Automation and supplies none. Where a generated EDS file is distributed with the Licensee's own hardware, the vendor identifier, product code, revision and all other identification data in that file are those of the Licensee, who is solely responsible for obtaining them and for their correctness;
- (e) the Software carries no CE marking and none is required for software supplied on its own. CE marking of any machine or apparatus in which the Software is used is the responsibility of the Licensee under Clause 10.1(b).

10. Responsibility of the Licensee

10.1 The Licensee is solely responsible for:

- (a) determining whether the Software is suitable for the intended application;
- (b) the design, risk assessment, conformity assessment and CE marking of any machine or installation in which the Software is used, and for compliance with Directive 2006/42/EC, Regulation (EU) 2023/1230 and any other applicable law;
- (c) testing the Software and the Licensee's Project in a safe environment before commissioning;
- (d) the control logic, parameters and visualisation authored by the Licensee;
- (e) backups of Projects and of any data;
- (f) the security of the network in which a Panel is operated.

10.2 The Licensor is not the manufacturer of any machine in which the Software is used and assumes no obligations of a manufacturer under applicable machinery, product safety or product liability law.

11. Warranty

11.1 The Licensor warrants that during the Subscription Period the Software will substantially provide the functions described in the Documentation for the purchased tier.

11.2 Beyond the Documentation, the Software is supplied "as is". Save for the warranty in Clause 11.1 and for rights which cannot be excluded by law, no representation, warranty or condition of any kind is given, whether express or implied, including as to merchantability, fitness for a particular purpose, uninterrupted or error-free operation, or the achievement of any particular result. The Licensor does not warrant that the Software will meet the Licensee's requirements or work with



any hardware, network or third-party software not stated in the Documentation.

11.3 Clause 11.2 does not apply to consumers to the extent that mandatory Slovak or EU consumer law provides otherwise; Clause 11.8 governs.

11.4 As stated in Clause 2.7, software free of all defects cannot be produced. Accordingly, a defect within the meaning of this Clause exists only where the Software materially deviates from the Documentation under normal operating conditions. An impairment occurring in an exceptional situation, outside the documented conditions of use, or arising from the interaction of the Software with the Licensee's own logic or hardware, is not such a defect.

11.5 The Licensee shall report defects without undue delay, in sufficient detail for the Licensor to reproduce them, and shall cooperate in their analysis.

11.6 The Licensor will remedy reported defects within a reasonable period, at its option by correction or replacement. Where remedy fails, the Licensee may terminate the subscription and receive a pro-rata refund of the unused period.

11.7 No warranty is given in respect of defects arising from:

- (a) modification of the Software by the Licensee or a third party;
- (b) operation outside the specifications stated in the Documentation;
- (c) hardware, drivers, networks or third-party software not approved by the Licensor;
- (d) the Licensee's own control logic, configuration or Project.

11.8 **Consumers.** Where the Licensee is a consumer, the statutory rights of the consumer under Act No. 40/1964 Coll. (Civil Code), Act No. 108/2024 Coll. on consumer protection and Directive (EU) 2019/770 on digital content are not affected by this Clause and take precedence over it where more favourable to the consumer.

12. Limitation of liability

12.1 The Licensor is liable without limitation for damage caused intentionally or by gross negligence, and for damage arising from injury to life, body or health.

12.2 In cases of slight negligence, the Licensor is liable only for breach of an obligation essential to the proper performance of this Agreement and on the observance of which the Licensee may reasonably rely, and then only for foreseeable damage typical for this type of contract.

12.3 Subject to Clauses 12.1 and 12.2, the total aggregate liability of the Licensor arising out of or in connection with this Agreement is limited to the fees paid by the Licensee in the twelve (12) months preceding the event giving rise to the claim.

12.4 The Licensor is not liable for loss of profit, loss of production, business interruption, loss of data, or indirect or consequential damage.

12.5 The Licensor is not liable for damage arising from use of the Software contrary to Clause 9, or from failure by the Licensee to fulfil its responsibilities under Clause 10.

12.6 The Licensor is not liable for loss of data or Projects where the damage would have been avoided by backups made with reasonable care.



12.7 **Consumers.** Where the Licensee is a consumer, the limitations in this Clause apply only to the extent permitted by mandatory Slovak and EU consumer law. Liability under Act No. 294/1999 Coll. on liability for damage caused by a defective product remains unaffected.

13. Term and termination

13.1 The Agreement takes effect on first installation or use of the Software and remains in force for the Subscription Period and any renewal thereof. Where the Software is used without a Licence under Clause 3.6, the Agreement applies to that use for as long as it continues.

13.2 The subscription does not renew automatically; it ends on expiry of the Subscription Period unless the Licensee purchases a new one. Renewal and prices are governed by the [Terms and Conditions](#).

13.3 The Licensor may terminate this Agreement with immediate effect where the Licensee materially breaches Clauses 3, 5 or 9 and fails to remedy the breach within thirty (30) days of written notice.

13.4 On termination the Licensee must cease using the Editor and delete all copies. **Panels already in operation are not affected, and Clause 4.1 continues to apply.**

13.5 Clauses 9, 10, 11.4, 12 and 15 survive termination.

14. Names and marks

ctrl32 is a trade name and unregistered mark used by the Licensor in the course of business. No registration is claimed and the ® symbol is not used. Third-party names referred to in the Documentation are the trademarks of their respective owners and are used for identification purposes only.

15. Final provisions

15.1 This Agreement is governed by the law of the Slovak Republic, excluding the UN Convention on Contracts for the International Sale of Goods.

15.2 Where the Licensee is an entrepreneur, the courts of Banská Bystrica, Slovak Republic have exclusive jurisdiction. Where the Licensee is a consumer, mandatory jurisdiction rules of the consumer's country of residence apply.

15.3 The Licensee may not assign this Agreement without the Licensor's consent. The Licensor may assign this Agreement to a successor entity, including on incorporation of the Licensor's business into a company, on written notice.

15.4 The Licensor may amend this Agreement for future Subscription Periods. The version accepted at the start of a Subscription Period governs that period; an amendment does not affect a Subscription Period already paid for.

15.5 The English version is the binding version and translations are provided for convenience. Where the Licensee is a consumer, this does not deprive the consumer of the protection of mandatory provisions of the law of the consumer's country of habitual residence.



15.6 If a provision of this Agreement is or becomes invalid, the validity of the remaining provisions is not affected. The invalid provision shall be replaced by a valid provision which comes closest to the intended commercial purpose.

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