END USER LICENSE AGREEMENT FOR WinMOD® Software

SOFTWARE PRODUCT LICENSE

DEFINITIONS 1.

WINMOD GmbH Licensor:

Neuendorfstraße 23 B

16761 Hennigsdorf, GERMANY

SOFTWARE: "SOFTWARE" means the computer software under the WinMOD® trademark, related media,

> print material, application documentation, electronic instructions and all other publications related to the product. "SOFTWARE" also includes any updates and upgrades of the initial product.

COMPUTER: In this EULA, "COMPUTER" means a single "computer system."

INTENDED

USE:

The SOFTWARE is intended for simulations for testing purposes; the SOFTWARE creates a digital model of machines and (production) systems in the sense of virtual commissioning. The

SOFTWARE is not intended for real use, i.e., use in real machines or (production) systems.

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- 20.7. The Licensee must ensure that the Licensee and the Licensee's employees possess the knowledge necessary for the proper installation and use of the SOFTWARE for its INTENDED USE. The Licensor will not be liable for problems or defects caused by inadequate knowledge of the SOFTWARE's users.

21. APPLICABLE LAW / PLACE OF JURISDICTION / SEVERABILITY CLAUSE

- 21.1. To be effective, changes to this EULA must be issued in written form. The same applies to any changes to this written form requirement.
- 21.2. The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 21.3. Insofar as legally permissible, the place of jurisdiction is the registered office of the Licensor. However, the Licensor may also sue at the competent court of the Licensee or at any other court that may be competent at the place of fulfillment of the obligation.
- 21.4. The invalidity of individual regulations of this EULA will not affect the validity of the remaining regulations. In such cases, the Parties must conclude a valid regulation that most closely approximates the intended aim of the invalid regulation economically. The same applies to closing any regulatory gaps in this EULA.

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22.1. WinMOD and WinMOD-SIMLINE ("Products") contains third-party software components listed in this document. These components are open source software licensed under a license approved by the Open Source Initiative (www.opensource.org) ("OSS").

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WinMOD System	zlib	zlib license
WinMOD X550 OPC UA Adapter	OPC UA open62541	Mozilla Public License (MPL) 2.0
WinMOD X550 OPC UA Adapter	mbed TLS	Apache 2.0
WinMOD Server S150	Json.NET	MIT
WinMOD Server S150	Google.Protobuf	BSD-3-Clause
WinMOD Server S150	Grpc.Core	Apache 2.0
SIMLINE Assistant	AML Engine	MIT
SIMLINE Assistant	C# Collada 1.5 Classes	
SIMLINE Assistant	Multiselect Treeview Implementation	Code Project Open License (CPOL)

Hennigsdorf, May 2024