

## End User Licence Agreement for WinMOD® Software

### **Notice:**

This End User License Agreement (hereinafter referred to as EULA) is an agreement between the Licensee (as the user registered in his or her own name or as a registered representative of a company) and the Licensor. The following conditions regulate the permanent provision of software, irrespective of whether the software is provided on a data carrier or to be downloaded from a computer network, and the granting of the usage rights specified in Section 3 ("LICENSE GRANTING"). Furthermore, this EULA also regulates the provision of preliminary software versions for testing and training purposes.

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### SOFTWARE PRODUCT LICENSE

#### **1. Definitions**

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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.

#### **2. APPLICATION**

- 2.1** This software license applies to WinMOD® system software, WinMOD® add-ons, WinMOD® configurations, WinMOD® SIMLINE and WinMOD® program libraries for companies, legal persons under public law and special funds under public law in the sense of Section 310(1) of the German Civil Code [Bürgerliches Gesetzbuch, BGB].
- 2.2** Installation and configuration services are not the object of this EULA.

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##### **3.3 Activation**

The licensing rights granted by this EULA may only be exercised if the SOFTWARE is activated within 14 days of installation. The licensed copy must be activated as described in the setup sequence. If the SOFTWARE is not activated

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| Neuendorfstr. 23 B    | Tax number: 053 113/00158         | Commerzbank Hennigsdorf           | <a href="http://www.winmod.de">http://www.winmod.de</a> |
| D – 16761 Hennigsdorf | VAT-ID: DE 138 704 022            | BLZ: 160 400 00, Kto.: 4203030    | e-mail: WinMOD@winmod.de                                |

within 14 days, all parts of the SOFTWARE must be uninstalled and the backup copy must be destroyed. The original data carrier, all provided documentation and all accessories must be returned to the Licensor.

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If the SOFTWARE is described as an update, the Licensee must have a corresponding license for a product the Licensor designated as suitable for the update ("suitable product") to use the SOFTWARE. SOFTWARE described as an update will replace and/or supplement (and, when updating the SOFTWARE, may disable) the suitable product. After the update, the Licensee may no longer use the initial SOFTWARE (unless regulated otherwise). The Licensee may only use the resulting updated product in compliance with this EULA. If the SOFTWARE is an update for a component of a software program package the Licensee licensed as a uniform product, the SOFTWARE may only be used and transferred as part of this uniform product package and may not be separated for use on more than one COMPUTER.

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#### 19. GUARANTEE

**19.1** Without undue delay upon receipt, the Licensee must inspect the SOFTWARE for obvious defects. Defects must be reported to the Licensor without undue delay.

**19.2** If no defects are reported, the goods will be considered accepted, except in case of hidden defects that could not be detected during inspection. Hidden defects must be reported without undue delay upon discovery; otherwise, the goods will be considered approved despite their defects. However, these reporting obligations do not apply to defects fraudulently concealed by the Licensor.

**19.3** Defects are not present if the Licensee causes the defect by manipulating or having a third party manipulate the SOFTWARE without authorization granted by the Licensor in writing or under the law or this EULA. Defects are also not present if the SOFTWARE is used on hardware or operating systems that do not meet the requirements specified in the offer upon conclusion of the agreement or by the product description.

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**19.5** Remedies will have failed in case of 3 unsuccessful attempts by the Licensor. Remedy failure will authorize the Licensee to withdraw from the agreement. However, withdrawal rights will not be established for insignificant defects. If the Licensor is at fault, the Licensee may exercise damage claims in accordance with Section 20.

**19.6** Defect claims will expire after 1 year. If the SOFTWARE is sold on a data carrier, this limitation period will commence upon the delivery of the SOFTWARE to the Licensee; if the SOFTWARE is sold via Internet download, the limitation period will commence upon disclosing and registering the access data for the download area.

**19.7** The Licensee may only invoke guarantee promises of the Licensor that have been confirmed in writing by the Licensor or by the Licensor's legal representative.

**19.8** The SOFTWARE was developed as software for the INTENDED USE and is offered for this, not for special purposes of the user. The SOFTWARE's quality and functionality is specified by the application documentation. The specifications therein represent performance specifications, not guarantees.

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**20.1** The Licensor will not be liable for simple negligence of its bodies, legal representatives, employees or other vicarious agents, except in case of violations of essential contractual obligations. Essential contractual obligations are the essential obligations on which the contract is based and on the basis of which the contract is concluded and on compliance with which the Licensee may rely.

**20.2** If the Licensor is liable for damages under Section 20.3, this liability is limited to damages foreseeable by the Licensor as a possible consequence of a breach of contract or that are due to circumstances of which the Licensor was or should have

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| D – 16761 Hennigsdorf | VAT-ID: DE 138 704 022            | BLZ: 160 400 00, Kto.: 4203030    | e-mail: WinMOD@winmod.de          |

been aware when practicing due diligence at the time of contract conclusion. In addition, compensation may only be provided for indirect and subsequent damage caused by SOFTWARE defects if such defects are typically to be expected when using the SOFTWARE as intended.

- 20.3** In case of liability for simple negligence, the Licensor's liability for material damage and resulting asset damage will be limited to EUR 300,000 per damage case (corresponding to the Licensor's respectively insured amount), even for violations of essential contractual obligations. Apart from that, liability for restoring the Licensee's data is limited to the costs necessary for restoring the data if the data is regularly secured in the manner specified by the Licensor or by the provider of third-party software or can otherwise be reconstructed from machine-readable data material with reasonable effort.
- 20.4** The above-stated liability exclusion and limitations apply equally to bodies, legal representatives, employees and other vicarious agents of the Licensor.
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- 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.

## **22. OPEN SOURCE SOFTWARE (OSS) WITHIN THE WINMOD SYSTEM COMPONENTS:**

- 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](http://www.opensource.org)) ("OSS").

Open Source Software (OSS) within the WinMOD system components:

| Product(-group)            | Open Source Project                                                 | License Terms                                            |
|----------------------------|---------------------------------------------------------------------|----------------------------------------------------------|
| WinMOD system              | <a href="#">Crypto++</a>                                            | <a href="#">Boost Software License 1.0</a>               |
| WinMOD system              | <a href="#">zlib</a>                                                | <a href="#">zlib license</a>                             |
| WinMOD system              | <a href="#">Scintilla Git mirror</a>                                | <a href="#">License for Lexilla, Scintilla and SciTE</a> |
| WinMOD system              | <a href="#">A library of language lexers for use with Scintilla</a> | <a href="#">License for Lexilla, Scintilla and SciTE</a> |
| WinMOD Help Viewer         | <a href="#">HtmlAgilityPack</a>                                     | <a href="#">MIT</a>                                      |
| WinMOD X550 OPC UA Adapter | <a href="#">OPC UA open62541</a>                                    | <a href="#">Mozilla Public License (MPL) 2.0</a>         |
| WinMOD X550 OPC UA Adapter | <a href="#">mbed TLS</a>                                            | <a href="#">Apache 2.0</a>                               |
| WinMOD Server S150         | <a href="#">Json.NET</a>                                            | <a href="#">MIT</a>                                      |
| WinMOD Server S150         | <a href="#">Google.Protobuf</a>                                     | <a href="#">BSD-3-Clause</a>                             |
| WinMOD Server S150         | <a href="#">Grpc.Core</a>                                           | <a href="#">Apache 2.0</a>                               |
| SIMLINE Assistant          | <a href="#">AML Engine</a>                                          | <a href="#">MIT</a>                                      |
| SIMLINE Assistant          | <a href="#">C# Collada 1.5 Classes</a>                              | <a href="#">Public Domain</a>                            |
| SIMLINE Assistant          | <a href="#">Multiselect Treeview Implementation</a>                 | <a href="#">Code Project Open License (CPOL)</a>         |
| SIMLINE Assistant          | <a href="#">EventHook</a>                                           | <a href="#">MIT</a>                                      |

Hennigsdorf, July 2026