FlexPro End User License Agreement (EULA)

1. Definitions

Licensor: is the provider of the software and the owner of the rights to this software, Weisang GmbH (Weisang).

Licensee: is the contractual partner of the Licensor.

User: is the natural person who actually uses the Software with the consent of the Licensor and the Licensee.

Software: is the FlexPro computer program developed by Weisang GmbH, the program description and operating instructions as well as other associated written material.

License File: is a file provided by the Licensor and stored on a computer of the Licensee, which enables the execution of the Software on this computer.

License Activation: is the transfer of a License File to a computer of the Licensee. The License File is bound to the computer by electronic signature.

2. Subject of the agreement

The subject of the contract is the Software developed by Weisang GmbH (Weisang). Weisang makes this Software available to the Licensee as per the material scope of use and time period agreed upon with Weisang.

As agreed, the Licensee will receive the Software either stored on a data carrier or USB stick or as a download via download link or as an e-mail attachment. The Licensee is not entitled to claim a disclosure of the source code.

Weisang draws attention to the fact that despite applying state-of-the-art programming technology, it is not possible to write Software that will work correctly under all circumstances. The subject of this Agreement is only a Software which can be used as intended based on its description and as specified in the user manual.

This Software has not been designed for a use in hazardous environments. Consequently, it is not suited for security or safety related applications in nuclear facilities, in aircraft GPS and communications systems, for air traffic control, weapons systems, or life-support machines.

The software supplied by Weisang is protected by copyright. This Software is a computer program capable of being protected by copyright as specified under 2 Abs. 1 Nr. 1, § 69 a German UrhG. In the relationship between the parties, Weisang is sole owner of any copyright to the Software and of any documentation provided during the negotiations leading to the conclusion and execution of this Agreement.

3. Scope of Use

The right of use (hereinafter referred to as "License") for the Software is limited as follows:

3.1. License Models

a) Subscription License

The use of the software is limited to the period agreed in the purchase contract, usually one year, and also includes maintenance during this period. Maintenance includes the following services provided by Weisang:

- Free product support by e-mail or telephone to the extent agreed.
- Migration of a license to another computer.
- Free updates to the next major version number.

If **no automatic renewal** has been agreed, Weisang will submit an offer to the Licensee 60 days before the end of the term to continue the subscription for the agreed period. Upon acceptance of the offer and payment of the issued invoice, the term of the contract is extended by this period, starting at the end of the previous term.

If **automatic renewal** has been agreed, Weisang will provide a license for the next period 30 days before the end of the term. The Licensee is entitled to cancel the subscription at any time before the end of the current term, provided that the license for the following period has not yet been Activated by the Licensee. Otherwise, Weisang shall invoice the Licensee the price for the subsequent period in accordance with the currently valid price list. The term of the contract shall be extended by this period, starting at the end of the previous term.

b) Perpetual license

The perpetual license entitles the User to use the major version of FlexPro available at the time of purchase for an unlimited period of time. This license does not include maintenance and the compatibility of FlexPro is only guaranteed for the operating system specified in the system requirements at the time of purchase.

3.2. License Types

a) Single User License

Weisang grants the Licensee the ordinary, non-exclusive and personal right to use the Software on a single desktop PC at a single location. As the User, you may also install the Software on a portable computer (notebook), provided that the software is only ever used on one of these computers and only by the same User and not by other persons.

d) Shared License with Dongle

Weisang grants the Licensee the ordinary, non-exclusive right to install the Software on any number of workstation computers, provided that the Software is only used on a single computer at any one time.

c) Network License

Weisang grants the Licensee the ordinary, non-exclusive right to install the Software to any number of workstation computers located in the same local area network (LAN) on which the FlexPro network license is installed. The number of concurrent users of FlexPro may at no time exceed the number of concurrent users for which the network license was issued.

For a **Site Network License**, the physical distance of the users of these workstation computers to the location of the company branch office to which the network license is assigned may not exceed eight kilometers / five miles. Excluded are Users in the home office, whose regular workstation, however,

must meet this condition, and such Users who have checked out a license for temporary offline use from the server.

In the case of a **Regional Network License**, this restriction of the radius of use applies to the region agreed in the purchase contract; usually to a specific country.

The **Worldwide Network License** is not subject to any such restriction on the radius of use.

3.3 Special Licenses

a) 30-Day Evaluation License

Weisang grants the Licensee the ordinary, non-exclusive and personal right to use the Software on a single computer and in a single location for a period of 30 days from the date of first use. This use shall be limited to evaluation purposes. In particular, the Licensee shall not publish or otherwise use the analyses and Visual Basic programs created with this license of FlexPro until he has purchased a Single User License or a Network License of FlexPro.

b) Reader License

Weisang grants the Licensee the ordinary, non-exclusive and personal right to install and use the Software on a single desktop PC and a portable computer (laptop). The license is restricted to read-only access to analyses, which have been created using a FlexPro Single User License or a Network License. In particular, this FlexPro license does not cover the creation of evaluations or use as a runtime environment for automated evaluations.

c) Runtime License

Weisang grants Licensee the non-exclusive right to use the Software on a single computer as a runtime environment for automated evaluations created with a FlexPro Single User License or Network License. Any interactive use of the Runtime License is prohibited. The use of the FlexPro user interface and its reproduction are not permitted. Any operation of the runtime license for server applications shall be subject to written approval from Weisang. To this end, Weisang will charge additional license fees, the amount of which will depend on the number of individuals using the server.

Any further use is prohibited.

d) Student License

Use is only permitted for registered pupils and students and restricted exclusively to activities related to personal education. Consequently, any use in research and professional environments for commercial or industrial purposes is prohibited.

e) University and Institute License

The license is granted only to schools and universities and is limited to use only at schools and universities and exclusively for teaching purposes and for non-commercial research. Thus, use in projects financed by the industry or other principals is prohibited.

f) License for Non-Profit Organizations

The license only covers members of non-profit organizations. Any use for commercial or industrial purposes is prohibited.

4. Granting of Rights

(1) In return for payment of the agreed fee in accordance with the order confirmation, the Licensee shall receive the non-exclusive, non-transferable and non-sublicensable right to use the Software for the term of the subscription license to the extent corresponding to the agreed license type (Section 3.), the license certificate and the order confirmation.

(2) The contractual use includes the installation, loading, display and running of the installed software, moving the license to another computer and the installation of updates provided by the Licensor. The type and scope of use are otherwise determined by the agreed license type in accordance with the order confirmation and license certificate.

(3) The Licensee is entitled to make a backup copy of the data carrier provided to him. The Licensee must visibly affix the note "Backup copy" and a copyright notice of the manufacturer to the backup copy made. The backup copy must be deleted at the end of the term.

(4) It is not permitted to copy or reproduce the software, or the documentation, in whole or in part, in its original or modified form or mixed with other software.

(5) It is prohibited to modify or deface the copyright notices, further legal reservations or other characteristics serving to identify the programming contained in the Software.

(6) The Licensee is not entitled to reproduce the software beyond the cases mentioned in paragraphs 1 to 4.

(7) The Licensee is not entitled to transfer the copy of the software provided to him or any backup copy made to third parties. In particular, he is not permitted to sell, lend, rent or otherwise sublicense the software or to publicly reproduce or make the software accessible.

(8) The right to use the Software may only be transferred to a third party with the prior written consent of the Licensor and only under the obligation to comply with these conditions and to observe the scope of use in accordance with the license type. This does not include companies affiliated with the Licensee.

(9) The Licensee is prohibited from modifying or translating the Software or creating works derived from the software without the prior written consent of the Licensor. Notwithstanding the above, the creation of documentation and instructions as well as translations for the Licensee's internal use is permitted. The licensee is not entitled to reverse engineer, decompile or disassemble the software or otherwise attempt to make the source code of the software accessible. Any claim to disclosure of the source code is excluded.

(10) If the Licensee violates any of the above provisions, all rights of use granted with the order confirmation in conjunction with these terms and conditions shall immediately become ineffective and automatically revert to the Licensor. In this case, the Licensee must immediately and completely cease using the Software, delete all copies of the Software installed on its systems and delete any backup copies that may have been made.

5. Remuneration, Due Date and Default

(1) The remuneration for the granting of use, its due date and the granting of the rights of use are set out in the order confirmation.

(2) If the Licensee is in default with the payment of the remuneration, the default interest shall amount to eight percent (8%) above the applicable base interest rate.

6. Term and Termination

(1) The term of the license results from the license model agreed between the parties (Section 3.1) and the agreed license type (Sections 3.2 and 3.3) in conjunction with the order confirmation.

(2) Notwithstanding the above, the license may be terminated by either party without notice for good cause.

Good cause entitling the Licensor to terminate the contract shall be deemed to exist in particular if the Licensee infringes the Licensor's rights of use by using the Software beyond the extent permitted under the order confirmation in conjunction with the license type and these Terms and Conditions and fails to remedy the infringement within a reasonable period of time following a warning from the Licensor.

(3) Notice of termination must be given in text form.

(4) In the event of termination, the Licensee must immediately cease using the Software and remove all installed copies of the program from its computers and permanently delete the license file.

7. Indemnity In Case of a Breach of this Agreement

Weisang draws attention to the Licensee that Licensee shall be liable for any damage resulting from copyright infringement which affects Weisang as a result of the Licensee's breach of the contractual terms.

8. Infringement of Property Rights of Third Parties

(1) In the event that third parties raise claims against the Licensee due to an infringement of their property rights through the Software, and if the use of the Software is adversely affected or prohibited by such claim, Weisang will be liable as follows:

At the Licensee's election and costs Weisang will either modify or replace the Software so that the property right will no longer be infringed or hold the Licensee harmless against license fees requested by the owner of the property right or a third party.

If Weisang does not succeed in doing this under reasonable conditions, Weisang will notify the Licensee and prohibit the use of the Software in whole or in part (in the case of a module) from a specified time going forward. Weisang will then indemnify the Licensee by refunding the purchase price for the license concerned and/or the license for the affected module. Rights to further indemnities do not exist.

Weisang may only be held liable if the Licensee notifies Weisang promptly on of any claim raised by a third party, if Weisang does not acknowledge the alleged property right violation and transfers any form of dispute including out-of-court settlements to Weisang or only leads them after consultation with Weisang. Licensee's necessary court costs and reasonable attorneys' fees for the defense of such claim and incurred after such consultation with Weisang shall be borne by Weisang.

(2) In the event that Licensee discontinues using the Software in order to mitigate possible damages or for another good cause, the Licensee shall be obliged to notify such third party that this end of usage does not imply acknowledgement of the alleged infringement of property rights.

(3) Claims against Weisang shall be excluded to the extent that the Licensee is responsible for such infringement of property rights.

9. Software Protection and Audit

(1) The Licensee is obliged to take suitable measures to protect the software from access by unauthorized third parties, in particular to store all copies of the software in a protected location.

(2) At Weisang's request, the Licensee shall enable Weisang to verify the proper use of the Software, in particular whether the Licensee is using the program qualitatively and quantitatively within the scope of the licenses acquired by it. To this end, the Licensee shall provide Weisang with information upon request, grant Weisang access to relevant documents and records and allow Weisang or an auditing firm designated by Weisang and acceptable to the Licensee to review the hardware and software environment used.

(3) Weisang may carry out the inspection on the Licensee's premises during the Licensee's regular business hours or have it carried out by third parties bound to secrecy. Care must be taken to ensure that the Licensee's business operations are disrupted as little as possible. If the inspection reveals use not in accordance with the contract, the Licensee shall bear the costs of the inspection, otherwise Weisang shall bear the costs.

10. Maintenance and Warranty

(1) The Licensor warrants the maintenance of the contractually agreed quality of the Software. This warranty is valid for five years from the release of a major version. Furthermore, the Licensor warrants that no rights of third parties conflict with the contractual use of the software.

(2) The Licensor shall remedy any material defects and defects of title in the Software within a reasonable period of time. The Licensor also fulfills its obligation to rectify defects by making updates with an automatic installation routine available for download on its homepage and offering the Licensee telephone support or remote maintenance support to solve any installation problems that may arise.

(3) The Licensee is obliged to notify Weisang in writing of any defects in the software as soon as they are discovered. In the case of material defects, this shall be done by describing the time of occurrence of the defects and the more detailed circumstances.

(4) Functional impairments resulting from the hardware and software environment provided by the licensee, incorrect operation, external defective data, computer network malfunctions or other reasons originating from the Licensee's area of risk shall not be considered defects. No warranty is assumed for Software that has been modified by the Licensee, unless the Licensee proves that the modification is not the cause of the reported defect.

11. Liability of the Licensor

(1) The Licensor shall be liable as follows if the Software is used in accordance with the contract:

a) In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the amount shall be limited to the damage that is foreseeable and typical for the type of transaction in question;

b) in the event of intent or gross negligence, in the event of injury to life, limb or health, in the event of violation of the provisions of the Product Liability Act, as well as to the extent of a guarantee assumed, without limitation.

(2) Any further liability of the Licensor, in particular liability for indirect damages of the Licensee and its loss of profit, does not exist.

(3) The above limitation of liability also applies to the personal liability of the Licensor's employees, representatives and bodies.

12. Offsetting and Form

(1) Offsetting is only permitted against undisputed or legally established claims of the Licensor.

(2) The text form is sufficient for the written form. All e-mails to the Licensor should be sent to the following e-mail address: info@weisang.com

13. Export and Import Restrictions

The software may be subject to export and import restrictions. In particular, authorization requirements may exist or the use of the software or associated technologies may be subject to restrictions abroad. The Licensee shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America.

14. Applicable Law and Place of Jurisdiction

(1) This contract shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention).

(2) The place of jurisdiction is St. Ingbert, Germany.

Date: April 07, 2025
Weisang GmbH