

WINMOSTAR INC. END USER LICENSE AGREEMENT

Effective Date: Sep 1st, 2025

This End User License Agreement (“**EULA**”) is a legal agreement between you (“**Customer**” or “**you**”) and **Winmostar Inc.**, a corporation organized under the laws of the State of Washington, U.S.A. (“**Winmostar**,” “**we**,” or “**us**”), and governs your use of the Software (as defined below).

By downloading, installing, activating, accessing, or otherwise using the Software, you agree to be bound by this EULA. You represent that you have the legal authority to accept this EULA for yourself or on behalf of the entity you represent. If you do not agree, you may not use the Software.

1. DEFINITIONS

1. **Customer** – the individual or legal entity licensed to use the Software under this EULA.
2. **Use** – to download, install, activate, access, or otherwise use the Software.
3. **Software** – the Winmostar computer program provided by Winmostar Inc., including any upgrades made available and licensed to you.
4. **Documentation** – the technical manuals, training materials, specifications, and other related documents provided with the Software by an authorized source.
5. **Maintenance** – software updates and repairs performed by Winmostar to correct malfunctions caused by such updates. Maintenance is available for one (1) year from the date of delivery.
6. **Remote Access** – using the Software by connecting from another device to the machine where the Software is installed via a network.

2. LICENSE GRANT

Subject to payment of applicable fees and compliance with this EULA, Winmostar grants you a **limited, non-exclusive, non-transferable** license to use the Software and Documentation according to the license type purchased.

2.1 License Types & Conditions

License Type	Terms of Use
Industry/Government Named-User License	One registered individual only; no sharing; installation on up to 2 registered machines; remote access allowed.
Industry/Government Site License	Unlimited users/machines at same address & organization; no remote access from outside site; only for work of the registered site.
Industry/Government Node- Locked License	Install on 1 registered machine; may be shared by multiple users within same organization; no remote access from other machines.
Educational Named-User License	One registered individual; no sharing; install on up to 2 registered machines; remote access allowed; unlimited term.
Educational Site License	Unlimited users/machines at same address & organization; no remote access; 1-year term.
Educational Node-Locked License	Install on 1 registered machine; shared by multiple users in same organization; no remote access; unlimited term.

Educational License Eligibility: Must be a degree-awarding institution or its staff/students. If used in both educational and non-educational contexts, you must purchase the applicable commercial license.

3. OWNERSHIP

Winmostar retains all intellectual property rights in the Software, including copies, enhancements, and derivative works. You may use the Software only as expressly licensed; no other rights are granted.

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You may **not**:

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 - Reverse engineer, decompile, decrypt, or otherwise attempt to obtain source code.
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 - Use the Software outside the scope of your license type.
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The Software is provided **“AS IS”** and Winmostar disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, design, performance, or non-infringement. Maintenance during the first year from delivery is the only exception.

6. LIMITATION OF LIABILITY

In no event will Winmostar, its affiliates, officers, employees, or licensors be liable for:

- Direct, indirect, incidental, special, or consequential damages.
- Loss or corruption of data.
- Loss of revenue, profits, goodwill, or anticipated savings.

Total liability shall not exceed the license fees paid for the Software giving rise to the claim. Some jurisdictions do not allow such limitations, so they may not apply to you.

7. AUDIT RIGHTS

During the license term and for 3 years thereafter, you must maintain accurate usage records. Winmostar may audit such records once every 12 months upon reasonable notice. If non-compliance is found, you must pay any owed fees plus audit costs within 30 days.

8. EXPORT COMPLIANCE

The Software is subject to U.S. export laws (including EAR, OFAC, ITAR) and other applicable international regulations. You agree not to export or re-export the Software to prohibited countries or parties and not to use it for prohibited end-uses.

9. PROHIBITED PARTIES / CRIMINAL ORGANIZATIONS

You represent and warrant that neither you nor your controlling parties are associated with criminal organizations, terrorist groups, or other prohibited entities under U.S. law. Winmostar may terminate this Agreement immediately if this clause is breached.

10. GOVERNING LAW & JURISDICTION

This EULA is governed by the laws of the State of Washington, USA, without regard to conflict-of-law rules. The exclusive jurisdiction and venue for all disputes is in the state and federal courts located in King County, Washington.

11. MISCELLANEOUS

- If any provision is found unenforceable, the remainder will remain in effect.
 - Winmostar may amend this EULA with notice via our website and/or email; continued use constitutes acceptance of the updated EULA.
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