END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("Agreement") is a legal agreement between you (either an individual or an entity) and Bertec Corporation ("The Licensor") for the use of the Bertec Kinamoto Runtime and its associated dynamic link libraries (DLL) and related support files ("The Software"). This Agreement also covers the Bertec Kinamoto Example Project, which incorporates the Bertec Kinamoto Runtime and additional files.

BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE.

1. LICENSE GRANT

- Licensor grants you a non-exclusive, non-transferable license to use the Software solely for your internal purposes and solely in accordance with the accompanying documentation.
- You are permitted to use the example code provided with the Bertec Kinamoto Example
 Project for the purpose of developing applications, provided that all copies of the example
 code retain all copyright and proprietary notices as contained in the original example
 code.

2. **RESTRICTIONS**

- You shall not decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code of the Software.
- You shall not modify, adapt, translate, or create derivative works of the Software, except for the example code as described above.
- You shall not distribute, sell, lease, rent, lend, or sublicense the Software, including any DLLs, to any third party without prior written consent from Licensor.
- You shall not remove or alter any proprietary notices or labels on the Software.

3. EXAMPLE CODE USAGE

• You are allowed to use, modify, and distribute the example code provided with the Bertec Kinamoto Example Project, provided that the source code retains the following header:

/*

- Copyright 2025 Bertec Corporation.
- All rights reserved.

•

- This code is licensed under the Bertec Corporation License Agreement.
- Unauthorized use, modification, and distribution of this code are strictly prohibited.

•

Original Author: Bertec Corporation

*/

1. INTELLECTUAL PROPERTY

2. The Software, including any copies you are authorized to make, and all intellectual property rights therein, are owned by Licensor. The structure, organization, and code of the Software are the valuable trade secrets and confidential information of Licensor.

3. NO WARRANTY

The Software is provided "AS IS" without warranty of any kind. Licensor disclaims all
warranties, either express or implied, including but not limited to implied warranties of
merchantability and fitness for a particular purpose.

4. LIMITATION OF LIABILITY

• In no event shall Licensor be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Software, even if Licensor has been advised of the possibility of such damages.

5. TERMINATION

This Agreement will terminate automatically if you fail to comply with any of the terms and conditions. Upon termination, you must destroy all copies of the Software.

6. MISCELLANEOUS

The validity, performance, construction, and interpretation of this Agreement shall be governed by the laws of the State of Ohio and the United States of America, excluding conflicts of laws, rules, and regulations.

BY INSTALLING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.