

End User License Agreement

This End User License Agreement ("this Agreement") is a legally binding agreement between you (an individual or an individual acting on behalf of an entity purchasing or acquiring the software, hereinafter collectively referred to as "you" or "the Licensee") and LangGenius, Inc., a company established under the State of Delaware, with its principal place of business at 440 N. Wolfe Road, Sunnyvale, CA 94085, ("the Licensor") regarding the software referred to in this Agreement. Before installing or using the software, please read this Agreement carefully. By installing, using the software, you confirm your acceptance of the terms and conditions set forth in this Agreement and agree to be bound by them. If you do not agree to the terms of this Agreement, do not install or use the software and return the software to the place of purchase to apply for a refund.

I. Definitions

"Software" refers to the commercial version program of the Dify Enterprise Edition software provided by the Licensor, as well as the corresponding documentation, materials, electronic documents. It also includes any upgrades, modified versions, updates, supplementary content provided by the Licensor and their copies.

"Vendor" refers to the Licensor's partners who are authorize to resell the software and offer support therefor.

"Device" refers to any computer, server, mobile device (such as a smartphone or tablet), or other hardware device with data processing capabilities that the end user is authorized to use and install the software on, excluding public cloud infrastructure.

"Internal Network" refers to the private and proprietary network resources that can only be accessed by the employees and individual users of a specific company or other commercial entity, excluding any part of the Internet or other publicly accessible network communities.

"Fees" refer to all payments that the end - user should pay to the Licensor or

Vendor for obtaining the right to use the software according to this EULA.

"Third - Party Software" refers to software, data, or other materials provided by third parties included in the software.

"License Term" refers to the period during which the Licensee obtains the right to use the software according to this Agreement, which can be a fixed - term or perpetual term, subject to the specific provisions of the order or this Agreement.

"Confidential Information" refers to all non - public information related to the software, including but not limited to the software's source code, algorithms, technical documentation, business plans, customer information, license fee information, etc., as well as any other confidential information obtained by one party from the other party during the conclusion and performance of this EULA.

"Termination" refers to the situation where this EULA no longer has legal effect due to expiration, early termination, or other reasons.

II. License Grant

The Licensor grants the Licensee a limited, nonexclusive, nontransferable, and nonsublicensable license to privately deploy and use the Software solely within the Licensee's Internal Network environment, subject to strict compliance with the terms and conditions of this Agreement.

The Licensee may install and use the software on device within the internal network, but it must ensure that the number of uses does not exceed the number of licenses purchased. If the purchased software is licensed by the number of devices, the number of devices on which the software is installed shall not exceed the licensed number of devices.

If the software contains open - source components, the Licensee shall comply with the provisions of the corresponding open - source agreements. The use, modification, and distribution of open - source components shall meet the requirements of the open - source agreements. The Licensor shall not be liable for any issues arising from open - source components but will make every effort to assist the Licensee in resolving problems related to open - source components.

III. License Restrictions

The Licensee shall not reverse - engineer, decompile, disassemble, translate, localize, or attempt to derive the source code of the Software. The Licensee shall not separate the components of the software for SaaS, nor shall it unpack, embed, or repackage the software for distribution. The Licensee shall not delete or change any trademarks, copyright notices, labels, or other ownership markings in the software.

The Licensee shall not lease, license, transfer, timeshare, host, lend, sublicense, distribute, rent, or otherwise dispose of the Software or any related licenses to third parties without the Licensor's prior written consent. Any permitted transfer requires the transferee to agree in writing to be bound by this Agreement's terms and conditions. The Licensee shall not, and shall not permit any other to, sell, rent, license, distribute, transfer, time-share, host, lend, license or sublicense the Software or related licenses, grant third parties the right to use the Software or related licenses, distribute or lease the Software, or transfer the Software or related licenses to any third party, without the prior written consent of the Licensor. When obtaining the Licensor's written consent for transfer, the transferee must agree in writing to be bound by the terms and conditions of this Agreement, and all copies must include the original copyright information.

The Licensee shall not use the software for any illegal activities, nor shall it use the software to infringe on the intellectual property rights, privacy, or other legal rights of third parties. The Licensee shall not use the software to engage in activities that may damage the reputation or interests of the Licensor.

The Licensee shall not modify, adapt, create derivative works of the software, nor shall it build similar or competitive products or services. The Licensee shall not use macros or other automated technologies to expand the software's functions, unless prior written consent from the Licensor is obtained. If the Licensee conducts customized development based on the software, the ownership of the intellectual property rights of the development results shall be determined according to a separate agreement signed by both parties. If there is no separate agreement, the intellectual property rights shall belong to the Licensor.

The Licensee shall not access or use the software or services directly or indirectly in a manner that violates the applicable end - user agreement.

If the user deploys both the open - source version and the commercial version simultaneously, the user must ensure that the modification and distribution of the open - source version comply with its open - source agreement, and shall not merge the code, functions, or documentation of the commercial version into the open - source version.

The Licensor reserves the right, but does not undertake the obligation, to monitor, investigate, and take appropriate action against any party using the Services in violation of applicable laws or this Agreement, including restricting the Licensee's software functionality through remote commands. The Licensor shall use commercially reasonable efforts to provide the Licensee with relevant notification; however, should it be determined that the Licensee's actions may jeopardize the operation of the services or other users, the Licensor may, without prior notice, restrict or terminate the Licensee's access to relevant functionalities through remote commands.

IV. Software Use Specifications

The Licensee shall ensure that all personnel using the software have obtained proper authorization and comply with the terms and conditions of this Agreement. The Licensee shall be responsible for the actions of its authorized personnel when using the software. If an authorized person violates this Agreement, the Licensee shall bear the corresponding liability.

During the use of the software, the Licensee shall comply with all applicable laws and regulations, including but not limited to laws and regulations on data protection, privacy protection, and export control. The Licensee shall be solely responsible for any liability arising from its violation of laws and regulations.

The software may contain third - party software or links to third - party services. When using these third - party contents, the Licensee shall comply with the relevant terms and conditions of the third parties. The Licensor shall not be responsible for the quality, security, or legality of third - party software or services. The Licensor shall not be liable for any problems or losses incurred by the Licensee due to the use of third -

party contents.

The Licensee shall properly keep the software license key and shall not disclose it to any third party. If the license key is lost or stolen, the Licensee shall immediately notify the Licensor and take measures as required by the Licensor, such as changing the key. The Licensee shall be responsible for any problems arising from the leakage of the license key due to its improper storage.

V. Intellectual Property Rights

All intellectual property rights of the software, including but not limited to copyrights, trademark rights, patent rights, and trade secrets, belong to the Licensor. The Licensee only obtains the use license expressly granted in this Agreement and does not obtain the ownership of the software.

The Licensee acknowledges that the software is protected by copyright laws and international copyright treaties. The Licensee shall not infringe on the intellectual property rights of the software. If the Licensee discovers any act of infringing on the intellectual property rights of the software, it shall promptly notify the Licensor and assist the Licensor in taking measures to stop the infringement.

The Licensee owns all data and content generated during its use of the Software ("User Content"). The Licensor's use of User Content shall comply with relevant laws, regulations, and the provisions of this Agreement, and shall protect the Licensee's privacy and data security. In the event that any such content violates applicable laws, regulations, or provisions of this Agreement, the Licensor shall have the right to conduct investigations and take any measures deemed necessary, including but not limited to issuing warnings, suspending or terminating services or software access, deactivating accounts or end-user profiles, and implementing other reasonable measures.

VI. Confidentiality Clause

Both parties shall keep confidential the confidential information (such as trade secrets, technical secrets, and user data) of the other party known during the

performance of this Agreement. Without the prior written consent of the other party, neither party shall disclose such information to any third party or use it for any purpose other than this Agreement. Confidential information includes but is not limited to the software's algorithms, design documents, user lists, and business plans.

The confidentiality period of this clause shall arise from the effective date of the agreement. After the expiration of the confidentiality period, both parties shall still be obliged to keep the confidential information confidential until the confidential information no longer has confidentiality. If disclosure of confidential information is required by law or judicial procedures, the disclosing party shall notify the other party before disclosure and make every effort to assist the other party in protecting the confidential information.

VII. Term and Termination

This Agreement is effective as of the date of your acceptance and will continue in effect for the duration of your use, unless terminated in accordance with Section [VII] of this Agreement.

If the Licensee violates any term of this Agreement, the Licensor has the right to immediately terminate this Agreement upon written notice to the Licensee. The Licensee shall immediately stop using the software and destroy all software copies and related documents upon receiving the termination notice. If the Licensee fails to stop using or destroy the software within the specified time, the Licensor has the right to take legal measures to hold it liable.

If the Licensee goes bankrupt, is liquidated, is insolvent, or undergoes other similar legal procedures, the Licensor has the right to immediately terminate this Agreement and has the right to require the Licensee to immediately stop using the software and destroy all software copies and related documents. In such a case, the Licensee shall cooperate with the Licensor's requirements; otherwise, the Licensor has the right to take legal means to protect its rights and interests.

After the termination of this Agreement, all rights and obligations of both parties under this Agreement shall immediately terminate, except for the confidentiality clause,

intellectual property rights clause, dispute resolution clause, etc. Both parties still need to abide by the provisions of these clauses.

VIII. Limited Warranty and Disclaimer of Warranty

The Licensor warrants that during the License Term, under normal use, the software will generally conform to the descriptions and regulations in the relevant documents. If the software malfunctions or has defects, the Licensor will provide technical support and maintenance services within a reasonable time to ensure that the software resumes normal operation. The specific content and method of technical support and maintenance services shall be determined by the Licensor, and the Licensee shall cooperate with the Licensor in relevant operations.

The Licensor shall not be liable for software malfunctions or defects caused by the Licensee's failure to install, operate, or maintain the software in accordance with the software's instructions, or by the combination of the software used by the Licensee with third - party software, hardware, or services not approved by the Licensor. The Licensee shall ensure that the use environment meets the requirements of the software and operate it in accordance with the instructions. If problems occur due to its own reasons, the Licensee shall bear the consequences.

Except for the warranties expressly provided in this Agreement, the Licensor and its Vendors make no other express or implied warranties regarding the software, including but not limited to warranties of the software's suitability, accuracy, completeness, non - infringement, freedom from viruses, and absence of errors. The Licensee shall bear the risks of using the software on its own, and the Licensor makes no commitment regarding the use effect or result of the software.

If the software contains open - source components, the Licensor provides no warranties for the open - source components. The Licensee shall bear the risks of using open - source components on its own. The use of open - source components shall comply with the provisions of the corresponding open - source agreements. The Licensor shall not be liable for any issues arising from open - source components but will make effort to assist the Licensee in resolving problems related to open - source

components.

IX. Limitation of Liability

Under no circumstances shall the Licensor, its affiliates, or its Vendors be liable for any indirect, special, incidental, punitive, or consequential damages (including but not limited to data loss, business interruption, loss of profits, loss of business opportunities, etc.) caused by the use or inability to use the software, even if the Licensor has been informed of the possibility of such damages. The Licensee shall bear the risks of using the software on its own, and the Licensor shall not be liable for compensation for losses caused by software problems.

The total liability of the Licensor to the Licensee (whether based on contract, tort, negligence, or other reasons) shall not exceed the total amount of license fees paid by the Licensee for the software under any circumstances. If the Licensee makes a claim against the Licensor due to software problems, the compensation amount of the Licensor shall be limited to the license fees paid by the Licensee.

In some jurisdictions, the exclusion or limitation of liability for indirect, special, incidental, or consequential damages is not allowed. In these jurisdictions, the limitations and exclusions of the Licensor's liability in this clause shall only be applicable to the extent permitted by law. If the law requires the Licensor to assume certain liabilities, the scope of the Licensor's liability will be adjusted according to the law, but still within a reasonable range.

X. Indemnification Clause

The Licensee agrees to indemnify and hold harmless the Licensor, its affiliates, Vendors, and licensors from any claims, losses, liabilities, damages, or expenses (including but not limited to reasonable attorney's fees and litigation costs) arising from the Licensee's violation of this Agreement, use of the software to infringe on the intellectual property rights or other legal rights of third parties, or other improper acts of the Licensee. If the Licensor suffers losses due to the actions of the Licensee, the Licensee shall be responsible for compensating all losses of the Licensor.

The Licensor agrees to indemnify and hold harmless the Licensee from any claims, losses, liabilities, damages, or expenses (including but not limited to reasonable attorney's fees and litigation costs) arising from the Licensor's violation of this Agreement, the software's infringement of the intellectual property rights or other legal rights of third parties. If the Licensee suffers losses due to the actions of the Licensor, the Licensor shall be responsible for compensating all losses of the Licensee.

In the event of any indemnification incident, the damaged party shall promptly notify the other party and cooperate with the other party in the investigation and handling. Without the prior written consent of the other party, the damaged party shall not resolve any claim or assume any liability on its own. If the damaged party's self-handling leads to an expansion of the losses of the other party, it shall bear the corresponding liability for compensation.

The cumulative indemnification liability of the Licensor shall not exceed the actual fees paid by the Licensee in the past 12 months. The actual fees paid in the past 12 months only refer to the software license fees paid by the Licensee, excluding other fees (such as service fees). If the Licensee has made multiple payments of license fees in the past 12 months, the actual fees shall be calculated on a cumulative basis.

XI. Updates and Upgrades

Regarding software updates and upgrades, the Licensor will make arrangements according to the development of the software and market demands. The Licensee shall install software updates and upgrade versions in a timely manner to ensure the normal use and security of the software. The Licensor shall not be liable for software problems caused by the Licensee's failure to install updates and upgrade versions in a timely manner.

XII. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Licensor is located.

If a dispute arises between the two parties during the performance of this

Agreement, the two parties shall first attempt to resolve it through friendly consultations. If the consultations fail, either party shall have the right to submit the dispute to a court with jurisdiction for litigation. During the dispute resolution period, the two parties shall continue to perform the other provisions of this Agreement that are not related to the dispute.

During the litigation, the Licenser has the right to limit the functions of the Licensee's software to only data export through remote instructions. Before the operation, the Licenser shall send a written notice to the Licensee, and the notice content shall include the reasons for the limitation, the limitation time, the limitation scope, and other information. Based on valid judgment of the court, if the Licensee wins the case, the Licenser shall restore the normal use rights of the Licensee's software within 10 working days; if the Licensee loses the case, the Licenser has the right to decide whether to continue to limit the functions of the Licensee's software or take other measures according to the litigation result.

XIII. Other Provisions

This Agreement constitutes the entire agreement between the two parties regarding the use of the software and supersedes all previous oral or written agreements, letters of intent, memorandums of understanding, etc. regarding the use of the software between the two parties. The terms of this Agreement shall be final. In case of any inconsistency between any previous agreements of the two parties and this Agreement, this Agreement shall prevail.

Any modification or supplement to this Agreement shall be subject to the written consultation and consent of both parties, and a relevant written agreement shall be signed. Without the prior written consent of both parties, neither party shall unilaterally modify the terms of this Agreement.

If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforceability of the other provisions. The invalid or unenforceable provision shall be adjusted or replaced in accordance with the law to ensure the realization of the purpose of this Agreement.

The headings of this Agreement are solely for the convenience of reading and shall not affect the interpretation and enforcement of the provisions of this Agreement. When interpreting the provisions of this Agreement, it shall be understood based on the specific content and context of the provisions, and shall not be restricted by the headings.

This Agreement shall be binding on and inure to the benefit of both parties and their respective successors and assigns. If a party transfers its rights and obligations under this Agreement to a third party, it shall first obtain the prior written consent of the other party, and the transferee shall accept the terms and conditions of this Agreement.