

End User License Agreement

for the UVPackmaster Engine (version 3.2.4)

Preamble

Whereas:

- A. The Licensor carried out a set of business activities which resulted in the invention and development of technology constituting a compiled executable and libraries (the Engine).
- B. The Licensor is the owner of the material and moral rights to the Engine, with the exception of open source software components used in the Engine (Python libraries), for which separate open source licenses apply, and grants the Licensee non-exclusive licence on the terms and conditions set out in this Licence.

1. Definitions

1. **Documentation** means any and all functional specifications, operating instructions, user guides, reference materials, files and papers supplied by the Licensor in conjunction with the Engine.
2. **Licensed Territory** means worldwide.
3. **Licence** means this document.
4. **Licensor** means 3 Coords Computing Lukasz Czyz, EU tax identification number: PL9721134310.
5. **Licensee** means a natural person or any type of a legal entity which uses the Engine.
6. **Subject matter of the Licence** means the Engine.
7. **Engine** means a compiled executable and libraries invented by the **Licensor**.
8. **Start Date** means the moment of approval of the Licence.

2. Property rights

1. The Licensee acknowledges and agrees that the Licensor owns all rights, title and interest in and to the Engine.
2. The Engine is exclusively distributed by the Licensor. The Licensee is not entitled to redistribute, in the whole or in part, the Engine by any means or in any form including but not limited to location or relocation of the Engine to paid or free of charge platforms, web pages, forum or P2P networks.
3. The Licensee is not entitled to make any improvements, variations, modifications, or enhancements of the Engine.
4. The Licensee shall have no right to decompile, disassemble, or reverse engineer the Engine unless it is expressly permitted by applicable law.

3. Granting of licence

1. The Licensor grants to the Licensee a non-exclusive, non-transferable Licence to use the Engine for personal and commercial use within the Licensed Territory.
2. The license is granted for a number of end users, depending on the license variant purchased by the Licensee.
 - a. Single User - up to 1 end user,
 - b. Studio (2-5) - up to 5 end users,
 - c. Studio (6-10) - up to 10 end users.

The purchase price of the Licence paid by the Licensee will constitute the entire licence fee and is the full consideration for this agreement.

3. The Licensee may not modify, sublicense, or distribute the Engine. Any attempt shall automatically terminate the Licensee rights under this Licence.
4. The Licence granted to Licensee hereunder is limited to the field and scope expressly provided in these provisions, and no license, right, title or interest of any nature whatsoever is granted hereunder by implication, estoppel, reliance or otherwise. No title or ownership of the Engine is transferred or assigned to the Licensee and this Licence cannot be deemed as sale of any rights.

4. Disclaimer and warranty

1. The Licensor makes representations or warranties regarding the Engine only to the extent permitted by applicable law.
2. The Licensor does not warrant that the Engine or Licensee ability to use it will be uninterrupted or error-free. To the extent permitted by applicable law, the Licensor specifically disclaims any implied warranty or representation that the Engine corresponds with a particular description, is of merchantable quality, is fit for a particular purpose.
3. The Licensee exclusive remedy under the above limited warranty shall be, at a Licensor option, either a full refund of the purchase price or correction of the Engine. To the fullest extent permitted by applicable law, the Licensor disclaims all liability for indirect or consequential damages that arise under this Licence.

5. Term and termination

1. This Licence becomes binding on the Start Date and remains in force until terminated under clause 5.2.
2. This Licence automatically and immediately terminates if one or more of the following occurs:
 - a. the Licensee becomes insolvent,
 - b. if any of clauses 2.2, 3.3 is breached.

6. General provisions

1. This Licence is governed by and shall be construed in accordance with the laws of Poland without regard to conflict of law rules.
2. The Parties agree on the exclusive jurisdiction of the courts of Poland.
3. All reports and notices or other documents that a party is required or may want to deliver to any other party shall be delivered exclusively by e-mail to the following address:
 - a. for the Licensor: licensing@uvpackmaster.com
 - b. for the Licensee: the e-mail address the Licensee provided when purchasing the Engine
4. If any provision hereof is held to be invalid or unenforceable by competent court, then the remaining provisions shall nevertheless remain in full force and effect, and the Parties shall negotiate in good-faith a substitute, valid and enforceable provision which most nearly effects the Parties' intent.
5. Any termination, amendment, notice regarding this Licence shall be in the manner specified in clause 6.3 or otherwise null and void.

For licenses of third-party components used in the engine refer to the

THIRD-PARTY-LICENSES.txt file in the engine installation directory.