LM-Kit.NET End User License Agreement (EULA)

This End User License Agreement ("EULA") is a legal agreement between you ("Licensee") and LM-Kit ("Licensor") for the use of LM-Kit.NET, a Software Development Kit (SDK) for .NET application development ("Software"). By installing, copying, or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the Software.

1. Definitions

1.1 "Software" refers to LM-Kit.NET, including but not limited to executable files, libraries, components, source code, and associated media and documentation.

1.2 "Licensee" refers to the individual or entity that has agreed to the terms of this EULA.

1.3 "Licensor" refers to LM-Kit, the provider of the Software.

1.4 "Community License" refers to the license type granted to companies with fewer than 20 employees, including contractors, under the conditions specified in this EULA.

1.5 "Professional License" refers to the license type granted to licensees under the conditions specified in this EULA.

1.6 "License Key" refers to a unique code provided by the Licensor that unlocks the Software for use in a specific application.

1.7 "Subscription" refers to the recurring payment model for the Professional License, requiring annual renewals.

2. Grant of License

2.1 Community License

- Permission to deploy LM-Kit.NET within commercial applications is granted only to companies with fewer than 20 employees, including contractors.
- Licensees must acknowledge the use of LM-Kit.NET on their product webpage.
- No license is included for using LM-Kit models.
- Comprehensive technical support is not provided.
- Supported operating systems: Windows only.

2.2 Professional License

- Permission to deploy LM-Kit.NET within commercial applications is granted on a per-application licensing basis. Each application necessitates its own unique license and corresponding License Key.
- A license for using LM-Kit models is included.

- Comprehensive technical support is provided.
- Supported operating systems: Windows, Linux, Mac, and forthcoming.
- The license is subscription-based and must be renewed every year to continue using the Software. The Licensor reserves the right to adjust pricing beginning in the fourth year of the contract.
- The Licensor reserves the right to adjust the subscription price by up to 5% upon each renewal date. Licensees will be notified of price adjustments at least 60 days prior to the renewal date.

3. License Restrictions

3.1 The Licensee may not:

- Develop a third-party component (SDK, API, REST service, etc.) without specific agreement from Licensor.
- Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software.
- Rent, lease, loan, sell, sublicense, distribute, or otherwise transfer the Software to any third party.
- Remove, alter, or obscure any proprietary notices, labels, or marks on the Software.

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4.1 The Software is licensed, not sold. This EULA does not grant Licensee any ownership rights to the Software. All rights, title, and interest in and to the Software, including but not limited to intellectual property rights, are owned by Licensor.

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5.1 This EULA is effective until terminated. Licensee may terminate this EULA at any time by uninstalling and destroying all copies of the Software.

5.2 Licensor may terminate this EULA if Licensee breaches any of the terms and conditions. Upon termination, Licensee must uninstall and destroy all copies of the Software.

5.3 The Licensor reserves the right to cancel the contract annually. If the Licensor cancels the contract, the Licensee will lose all rights to redistribution, support, maintenance, and exploitation of the Software. The Licensor will provide at least 60 days' notice prior to contract cancellation.

6. Disclaimer of Warranties

6.1 The Software is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Licensees should fully understand and agree to this disclaimer before using the Software.

7. Limitation of Liability

7.1 In no event shall Licensor be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software, even if Licensor has been advised of the possibility of such damages.

8. Governing Law

8.1 This EULA shall be governed by and construed in accordance with the laws of France, without regard to its conflict of law principles.

9. Entire Agreement

9.1 This EULA constitutes the entire agreement between Licensee and Licensor concerning the Software and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software or any other subject matter covered by this EULA.

10. Severability

10.1 If any provision of this EULA is held to be invalid or unenforceable, the remaining provisions of this EULA will remain in full force and effect.

By installing or using the Software, you acknowledge that you have read this EULA, understand it, and agree to be bound by its terms and conditions.

If you have any questions or need further clarification, please contact contact@lm-kit.com