License Agreement

Last updated March 11, 2024

IMPORTANT

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY BEFORE ATTEMPTING TO DOWNLOAD OR USE ANY CODE, DOCUMENTATION OR OTHER MATERIAL AVAILABLE THROUGH ZZZ PROJECTS.

By using or purchasing a product from ZZZ Projects, you acknowledge and agree that the only binding and valid agreement between you and ZZZ Projects is this License Agreement, unless a separate agreement is expressly signed by both parties. Any terms or conditions, including but not limited to "Upon View," "Upon Purchase," or "Acceptance of this Order", that are not explicitly consented to and not included in this License Agreement or in a separate agreement signed by both parties are hereby deemed invalid and non-binding. Except for any existing contract signed by both parties, this Agreement shall be considered the sole and exclusive agreement between the parties, even if it is not the most recent version reviewed by one or both parties, unless a subsequent agreement is duly signed by both parties.

This agreement is between you or the entity you represent and the ZZZ Projects company for any Software as published on the date of a Software purchase or renewal, terms incorporated by reference, terms applicable to other ZZZ Projects website.

If you are entering into this Agreement on behalf of an entity, such as your employer, you represent that you have the legal authority to bind that entity. If you specify a company name in connection with purchasing for or ordering a Software, you will be deemed to have placed that order and to have entered into this Agreement on behalf of that organization or company.
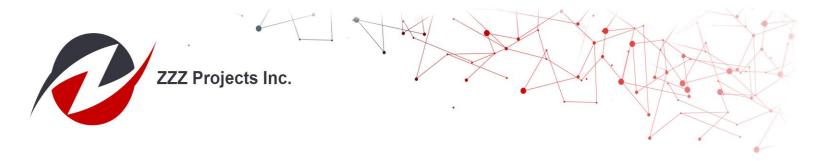
In the event of any dispute or issue arising out of or related to this Agreement or the use of ZZZ Projects' products, you agree to submit to the exclusive jurisdiction of the courts of the province of Quebec in Canada for the resolution of such disputes. All legal proceedings must be conducted in French.

Key terms are defined in Section 3.

1.0 SOFTWARE

A) Right to use:

We grant you the right to access and use the Software during the support and upgrade period and only in accordance with this Agreement. After the support and upgrade period or in case of a canceled support and upgrade period, all the license keys that were set up during the support and upgrade period remain valid.

B) Distribution:

The possession of any license or free version doesn't allow you in any way to copy or reproduce the library unless otherwise agreed by written consent with the ZZZ Projects company CEO. You are not permitted to distribute ZZZ Projects Software pursuant to this Section: as a standalone product; a similar product; or as a part of any product other than your integrated product.

C) Company Plan:

Each support and upgrade period is sold for a particular or a company who is allowed to share the previously bought licenses with all of its developers who own a developer seat only, excluding any third parties. Any third parties that wish to use the products developed by the company or particular who bought the product is allowed but cannot customize it without ZZZ Projects agreement.
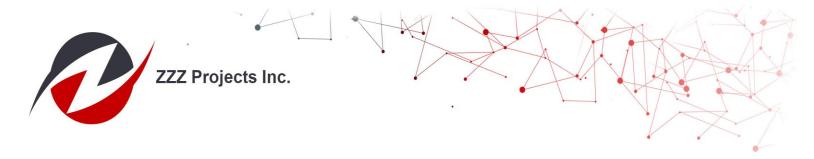
D) Manner of use:

By accepting the terms of this Agreement, you may not:

> i) Reverse engineer, decompile, disassemble or work around technical limitations in the Software, except to the extent that applicable law permits it despite these limitations;

> ii) Disable, tamper with or otherwise attempt to circumvent any mechanism that limits your use of the Software;

> iii) Rent, lease, lend, resell, transfer, or sublicense any Software or portion thereof to or for third parties, except as explicitly permitted herein or in license terms that accompany any Software component;

> iv) Use the Software for any purpose that is unlawful or prohibited by this Agreement; or

> v) Use the Software in any manner that could damage, disable, overburden, or impair any ZZZ Projects Software, or the network(s) connected to any ZZZ Projects Software, or interfere with any other party's use and enjoyment of any Software.

E) Updates:

We may make changes to the Software from time to time, including: the availability of features; how long, how much or how often any given feature may be used; and feature dependencies upon other services or software.

F) Supports/Help:

You are eligible to collaborate in the Issue Tracker. You are also eligible to communicate with us by email.

2.0 CONDITIONS AND LIMITATIONS

A) No Trademark License:

The software license does not grant you rights to use ZZZ Projects name, logo, or trademarks.

B) Content Distribution:

If you distribute any portion of the content, you must retain all copyright, patent, trademark, and attribution notices that are present in the content.

If you distribute any portion of the content in source code form, you may do so only under this license by including a complete copy of this license with your distribution. If you distribute any portion of the content in compiled or object code form, you may only do so under a license that complies with this license.

C) Software is licensed "as-is":

ZZZ Projects warrants and represents to you that: the Software does not infringe upon or violate any third-party patent, copyright, trade secret or other proprietary or intellectual property right. For avoidance of doubt, the Software is provided as is and without any warranty and ZZZ Projects makes no other express warranties, guarantees, or conditions. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose.
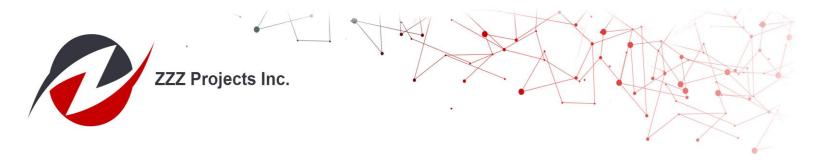
D) Payment:

All payments are non-refundable, for any reason.

E) Validity:

This License Agreement is valid without signature. It becomes effective upon the user's receipt of a license key.

F) Developer Seat:

"Developer Seat" means one developer using the ZZZ Project's library on his/her Workstation to perform any development. It does not include multiple developers sharing the library on one or more computers, even if their use is only part-time and/or is not concurrent.

3.0 DEFINITIONS:

Any reference in this Agreement to "day" will be a calendar day.

A) Content:

"Content" means documents, codes, photographs, videos, and other graphical, textual, or audio-visual content that may be subject to copyright protection that is available through the ZZZ Projects website.

B) Software:

"Software" means any information, documentation, codes that ZZZ Projects made available to you under this Agreement for your support and upgrade period.

C) Company Plan

"Company Plan" means a per-company based support and upgrade period, or other ZZZ Projects granted benefit that permits access to and account services for the Software.

D) We and Us

"We" and "us" means ZZZ Projects Inc.

E) You and Your

"You" and "Your" means the person or entity accepting this Agreement to use the Software.

Best Regards,
Jonathan
CEO, ZZZ Projects
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