

D3pth engine End User License Agreement

Domain / host / IP licence · business and consumer customers

DOCUMENT 10 · VERSION 2026-08-03

Deployment note: This EULA is intended for clickwrap acceptance with a separate Order or Licence Certificate identifying the customer and licensed sites. It must not be deployed as browwrap only.

1. Parties and acceptance

- 1.1** This End User License Agreement (the "EULA") is between D3pth lab s.r.o., Company ID 29549221, registered office Okrašovice 25, 675 01 Slavičky, Česká republika, registered with Krajský soud v Brně, oddíl C, vložka 151647, email ceo@d3pth.store (the "Licensor"), and the person or entity identified in the Order or Licence Certificate (the "Licensee").
- 1.2** By actively accepting this EULA during checkout, paying for the licence, downloading the Licensed Materials, or installing them after being given a reasonable opportunity to review this EULA, the Licensee agrees to be bound by it. For a consumer, mandatory rules on contract formation and digital content prevail.
- 1.3** A person accepting for an organisation represents that the person is authorised to bind that organisation. If this is not true, the person must not download or use the Licensed Materials.

2. Definitions

- 2.1** "Licensed Materials" means the D3pth engine version identified in the Order or Licence Certificate, including the delivered source code, documentation, examples, HTML/CSS templates, SDK, tests and the embedded licence notice. Unless expressly stated, later versions are not included.
- 2.2** "Licensed Site" means only the exact domains, hosts, their subdomains and IP addresses listed in the Order or Licence Certificate. Localhost and 127.0.0.1 may be used only for development and testing of that Licensed Site.
- 2.3** "Client" means the end customer named in the Order where the Licensee is an agency or contractor implementing the Licensed Materials for that Client.
- 2.4** "Order" includes the checkout confirmation and any Licence Certificate issued by the Licensor. If they conflict, the more specific Licence Certificate governs the technical scope; this EULA governs legal use.

3. Licence grant

- 3.1** Subject to full payment and compliance with this EULA, the Licensor grants the Licensee a perpetual, non-exclusive, non-transferable and non-sublicensable licence to install, reproduce, run and display the Licensed Materials solely as technically necessary on the Licensed Site.
- 3.2** The licence is worldwide only in the sense that the Licensed Site may be accessed worldwide. It does not permit installation on unlisted domains, hosts or IP addresses.
- 3.3** The Licensee may make reasonable backup copies and allow its employees and individual contractors to access source code strictly on a need-to-know basis, under confidentiality duties, solely to implement or maintain the Licensed Site. Their acts remain the Licensee's responsibility.
- 3.4** The Licensee may modify, bundle and minify the code only as necessary to implement, operate, secure or maintain the Licensed Site. No right is granted to extract, reuse or adapt any part for another site, product, library, template or service.

4. Agency implementation

- 4.1** An agency Licensee may implement the Licensed Materials for the single Client and Licensed Site identified in the Order. The Client may operate the completed Licensed Site but receives no independent right to source code, reuse, redistribution or further development outside that site.
- 4.2** A change of Client, or implementation for another client, requires a new licence. A transfer of the Licensed Site to the named Client may be approved by the Licensor in writing, subject to the Client accepting the then-current or originally purchased EULA as specified by the Licensor.

5. Restrictions

- 5.1** The Licensee must not: (a) publish or distribute source code; (b) sell, rent, lend or sublicense the Licensed Materials; (c) place them in a public repository; (d) release them under an open-source licence; (e) use

them on an unlicensed site; (f) use substantial parts to create a competing reusable engine or library; or (g) enable a third party to do any of these acts.

- 5.2** The embedded licence notice must remain complete, legible and attached to the Licensed Materials in source, deployed, bundled, minified, embedded and published code forms. If a binary format cannot technically contain it, an unmodified NOTICE file must accompany the distribution.
- 5.3** No implied rights are granted. Rights not expressly granted remain reserved. Mandatory statutory rights that cannot lawfully be restricted remain unaffected.

6. Delivery, updates and support

- 6.1** The version identified in the Order is delivered electronically. Unless the Order expressly states otherwise, no updates, upgrades, support, maintenance, hosting, integration or security monitoring are included.
- 6.2** Updates or new versions may be offered under separate terms and prices. The perpetual licence to the purchased version does not create a right to future versions.

7. Intellectual property and enforcement

- 7.1** The author of D3pth engine is Čeněk Svoboda. The Licensor is entitled under Czech copyright law and its internal rights arrangements to exercise the relevant economic rights and to grant this licence. No ownership or authorship is transferred to the Licensee.
- 7.2** The Licensee must promptly notify the Licensor of suspected unauthorised copying or disclosure and reasonably cooperate in preserving evidence. The Licensor may publish the standard licence terms or anonymised enforcement information, but will not publish the Licensee's personal identifiers without consent or another lawful basis.

8. Consumer digital-content rights

- 8.1** If the Licensee is a consumer, all mandatory rights concerning conformity, remedies, information duties, unfair terms, jurisdiction and digital content remain unaffected. Nothing in this EULA excludes or limits those rights.
- 8.2** Immediate digital delivery before expiry of a statutory withdrawal period requires the consumer's separate prior express consent and acknowledgement of any resulting loss of the right of withdrawal, together with confirmation on a durable medium. Acceptance of this EULA alone is not that separate consent.

9. Warranty and liability

- 9.1** For business Licensees, the Licensed Materials are provided as made available and, to the maximum extent permitted by law, without warranties beyond those expressly stated in the Order. The Licensee is responsible for testing, backups, secure deployment and compatibility with its environment.
- 9.2** For business Licensees, the Licensor is not liable for indirect, incidental or consequential loss, loss of profit, revenue, data or goodwill. The Licensor's aggregate liability arising from an Order is limited to the fees paid under that Order during the twelve months preceding the event giving rise to the claim.
- 9.3** The limitations do not apply where prohibited by law, including liability that cannot be limited for intentional misconduct, gross negligence, personal injury, or mandatory consumer claims.

10. Suspension and termination

- 10.1** The licence terminates if the Licensee materially breaches Sections 3 to 5 and fails to cure a curable breach within 14 days after written notice. Unauthorised public disclosure, open-source release or intentional redistribution may be treated as incapable of cure to the extent permitted by law.
- 10.2** On termination, the Licensee must cease use, remove the Licensed Materials from all systems and backups where reasonably practicable, and confirm deletion. Sections concerning restrictions, intellectual property, liability, evidence and governing law survive as appropriate.

11. Governing law and disputes

- 11.1** This EULA is governed by Czech law, excluding conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods. For a consumer, this choice does not deprive the consumer of mandatory protection under the law that would apply without this clause.
- 11.2** Courts with jurisdiction over the Licensor's registered office have jurisdiction in business disputes. Mandatory consumer jurisdiction and alternative dispute-resolution rights remain unaffected.

12. General

12.1 The Order, Licence Certificate and this EULA form the entire agreement for the purchased licence.

Amendments require text form accepted by both parties, except that the Licensor may update terms only for future purchases unless mandatory law permits otherwise.

12.2 If a provision is unenforceable, it will be limited to the minimum extent necessary and the remainder will continue in force. Failure to enforce is not a waiver.

12.3 The English version governs. A translation is informative unless mandatory law requires otherwise. Notices to the Licensor may be sent to ceo@d3pth.store.

Legal basis: Czech Act No. 121/2000 Coll., in particular Section 58. Mandatory consumer and digital-content law applicable to the customer remains controlling.

Schedule A – Licence Certificate

The Licensor issues this certificate from the Order data. Every bracketed field must be replaced before delivery; the certificate is not valid with unresolved placeholders.

Order ID	[ORDER ID]
Issue date	[YYYY-MM-DD]
Licensee	[LEGAL NAME]
Email	[EMAIL]
Licensed version	D3pth engine [VERSION / RELEASE ID]
Licensed domains / hosts	[EXACT LIST, INCLUDING PERMITTED SUBDOMAINS]
Licensed IP addresses	[EXACT LIST]
Agency Client	[CLIENT LEGAL NAME OR “NOT APPLICABLE”]
EULA version	2026-08-03

- The certificate narrows the technical licence scope and does not expand the permitted uses in the EULA.
- The Licensor retains the archived certificate, accepted EULA version and consent record with the Order evidence.