

## D3PTH ENGINE

# End User License Agreement

D3pth engine + embedded License Notice | freely reusable Demo Materials | domain + subdomains / host + subdomains / IP licence

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| Document                | D3pth engine End User License Agreement                                                                                                           |
| Version                 | 2026-08-23                                                                                                                                        |
| Licensing entity        | D3pth lab s.r.o., Company ID 29549221, Czech Republic                                                                                             |
| Licensed subject matter | D3pth engine (obfuscated JavaScript) and complete embedded License Notice, together as the Licensed Materials                                     |
| Demo Materials          | If supplied: separate materials subject to the broad rights in Section 5 after the required de-identification; not part of the Licensed Materials |
| Acceptance              | Active clickwrap by the Licensee                                                                                                                  |

## Preamble

This EULA addresses and clarifies the buyer's natural expectation that, when purchasing a 3D website, the buyer may adapt it to its own needs, while the D3pth engine and License Notice remain subject to the specific restrictions set out below.

Only the D3pth engine and its complete issued License Notice are the Licensed Materials. Demo Materials are separate, freely reusable after the de-identification required by Section 5, and exclude third-party materials and Licensor Marks.

## 1. Parties and acceptance

**1.1** This EULA is between D3pth lab s.r.o., Company ID 29549221, registered office Okrašovice 25, 675 01 Slavičky, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 151647, ceo@d3pth.store (the "Licensor"), and the person or entity identified as licensee in the Order (the "Licensee").

**1.2** The EULA becomes binding when the Licensee actively accepts it through the Licensor's affirmative acceptance mechanism. A person accepting for an organisation represents authority to bind it.

## 2. Definitions and scope

**2.1 "D3pth engine"** means the obfuscated JavaScript computer program supplied for the release agreed in the Order, excluding the License Notice.

**2.2 "License Notice"** means the complete licence notice issued for the Licence and embedded in the D3pth engine, including the applicable licence identifiers. A template, draft or unresolved placeholder notice is not an issued License Notice.

**2.3 "Licensed Materials"** means the D3pth engine and complete applicable License Notice together as one licensed unit; the License Notice is not executable code.

**2.4 "Demo"** means the example website implementation supplied with or in connection with the Licensed Materials. "Demo Materials" means its HTML, CSS, JavaScript other than the D3pth engine, configuration, text, graphics, layouts, templates and other materials, excluding the Licensed Materials, all third-party materials and all Licensor Marks except where the Licensor expressly states otherwise in writing and has the necessary rights.

**2.5 "Licensor Marks"** means the Licensor's names, trade names, trademarks, logos, product names, domain names, visual identity and other brand identifiers, including D3pth lab and D3pth engine. Their presence in unchanged Licensed Materials is not a separate brand licence.

**2.6 "Licence"** means the customer-use rights granted under Section 3, whether legally a direct licence and/or an applicable sublicense under rights held by the Licensor.

**2.7 "Licensed Site"** means (i) each domain or host name agreed in the Order, including that name itself and all of its subdomains at any depth, and (ii) only the exact IP addresses agreed in the Order. No parent, sibling or otherwise different domain is included. For example, a Licence for example.com includes example.com, www.example.com and shop.eu.example.com, but does not include example.net. A Licence Certificate, if issued, only evidences that scope. Localhost and 127.0.0.1 are permitted only for development and testing connected with that Licensed Site.

**2.8 "Order"** means the checkout confirmation, accepted quotation or other record through which the purchase and Licence scope are agreed. A Licence Certificate is evidence of the Order and does not amend it unless the parties expressly agree otherwise.

### 3. Licence grant

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**3.1** Subject to payment of amounts due under the Order (unless expressly free of charge) and the terms of this EULA, the Licensor grants the Licensee a perpetual, non-exclusive and non-transferable Licence to deploy the complete and unchanged Licensed Materials only on the Licensed Site. The Licensee may not grant sublicences.

**3.2** The Licensed Site may be available to an unrestricted worldwide Internet audience and may transmit the complete and unchanged Licensed Materials to users' browsers so those browsers may load the Licensed Materials and execute the D3pth engine. Exact unchanged backup copies for the Licensed Site are permitted. No additional site, future release, upgrade, feature update or support is included unless the Order states otherwise.

### 4. Protection and integration of Licensed Materials

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**4.1** The D3pth engine and License Notice must remain complete, readable and unchanged as supplied. The Licensee must not modify, transform, deobfuscate, decompile, disassemble or reverse engineer the D3pth engine, or remove, obscure, detach or alter the License Notice or its licence identifiers. The Licensed Materials must remain one unchanged unit in every form, and build or deployment processes must not transform them.

**4.2** Integration may use separate external code, data, configuration and documented interfaces. Employees or service providers may integrate on the Licensee's behalf but gain no Licence or broader Licensed Site; the Licensee remains responsible for compliance.

### 5. Demo Materials

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**5.1** Subject to payment under the Order, unless expressly free of charge, and Sections 5.3 and 5.4, the Licensor grants a perpetual, worldwide, royalty-free, non-exclusive, transferable and sublicensable right to use, modify, distribute, commercialise, transfer, sublicense and otherwise exploit the Demo Materials for any purpose.

**5.2** These rights are unrestricted by the Licensed Site, territory, audience or commercial purpose, but exclude the Licensed Materials, third-party materials and Licensor Marks. They may be exercised through any third party without identifying it to the Licensor.

**5.3** Before public deployment or provision outside implementation for the Licensee, identifiers of D3pth lab s.r.o. and Čeněk Svoboda must be removed from the Demo Materials. This does not permit changes to the Licensed Materials or License Notice or require changes to interface identifiers needed for permitted integration.

**5.4** Demo Materials rights survive Licence termination but not a valid unwinding of the entire Order requiring reversal of performance; such unwinding ends further exercise and granting of those rights. The Licensor has no responsibility or support, maintenance, update or compatibility obligation for modified or redistributed Demo Materials except as expressly agreed in the Order.

### 6. Restrictions and confidentiality

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**6.1** The Licensee must not independently sell, rent, lend, sublicense, transfer or distribute the Licensed Materials; place them in a public repository or under an open-source or incompatible licence; deploy them outside the Licensed Site; extract or reuse them in another product, site, library, framework, template or service; use them to create a competing reusable engine, framework, library or template; or knowingly assist such acts.

**6.2** The Licensor's non-public Order processing, licence issuance procedures and related technical and business information are confidential. The Licensee must not disclose or misuse them.

**6.3** All rights in the Licensed Materials not expressly granted are reserved.

### 7. Intellectual property and rights chain

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**7.1** Čeněk Svoboda is the author of D3pth engine. No ownership of the Licensed Materials is transferred. The Licensor is authorised to grant the Licence through the legal titles applicable to the relevant code, including its exercise of economic copyright rights and exclusive licence rights with authority to grant sublicences.

**7.2** The Licence may therefore consist of direct licence and sublicense rights without the Licensee having to identify the title applicable to each code portion. The Licensee must promptly report known or reasonably suspected unauthorised copying, disclosure, modification or redistribution of the Licensed Materials and reasonably preserve relevant evidence.

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## 8. Delivery, updates and support

8.1 The purchased release and any Demo are delivered electronically as stated in the Order. Unless the Order expressly states otherwise, the purchase includes no upgrades, feature updates, support, maintenance, hosting, integration work or security monitoring.

8.2 Other later releases or services may be offered separately and are not included by the perpetual Licence to the purchased release.

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## 9. Warranty and liability

9.1 For business Licensees, the Licensed Materials and Demo Materials are supplied as made available without warranties beyond the Order. The Licensee is responsible for testing, backups, secure deployment and compatibility.

9.2 For business Licensees, the Licensor is not liable for indirect or consequential loss, loss of profit, revenue, opportunity or goodwill, or loss of data reasonably preventable by backups.

9.3 For business Licensees, the Licensor's aggregate liability arising out of or in connection with this EULA or the applicable Order, whether contractual, non-contractual, statutory or otherwise, is limited to the fees actually paid to the Licensor under that Order. The fees reflect this allocation of risk; a higher limit may be expressly agreed in the Order.

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## 10. Licence evidence and compliance

10.1 The Order defines the Licensee, purchased release and Licensed Site. A Licence Certificate only evidences the agreed scope. The Licensee must promptly report any discrepancy in an issued License Notice and must not alter it; corrections are issued only by the Licensor.

10.2 The Licensor may retain records reasonably necessary to prove the applicable EULA version, acceptance, Order, Licence Certificate, delivery and Licence scope.

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## 11. Termination and unwinding

11.1 The Licence is perpetual for the purchased release and may be terminated only under this Section. If the Licensee materially breaches Sections 3 to 6, the Licensor may terminate after 14 days' written notice if the breach is curable and remains uncured.

11.2 Unauthorised modification of the D3pth engine or License Notice, deliberate deobfuscation or reverse engineering, standalone distribution of the Licensed Materials outside permitted Licensed Site delivery, open-source release, sublicensing or intentional deployment on unlicensed sites may be treated as incapable of cure.

11.3 On termination, the Licensee must cease the terminated use and remove the Licensed Materials from systems and backups where reasonably practicable. The Licensor may require written confirmation. Sections intended by their nature to survive remain effective.

11.4 Termination of the Licence is distinct from withdrawal, rescission, avoidance, cancellation or other unwinding of the entire Order. Demo Materials rights survive Licence termination but are subject to Section 5.4 if the entire Order is validly unwound.

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## 12. Governing law and disputes

12.1 This EULA is governed by Czech law, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.

12.2 For business Licensees, courts territorially competent for the Licensor's registered office have jurisdiction unless validly agreed otherwise.

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## 13. General

13.1 This EULA and the accepted Order form the complete agreement on the Licence and, where supplied, Demo Materials rights. A Licence Certificate is evidence only; it does not independently amend, expand or narrow the Order, and the accepted Order prevails in case of inconsistency unless the parties later agree otherwise.

13.2 Amendments require text form accepted by both parties. New EULA versions apply only to future purchases unless the parties validly agree otherwise.

13.3 Invalid or unenforceable provisions are limited only as necessary; the rest remains effective. Failure to enforce is not a waiver. The English version governs. Notices to the Licensor may be sent to [ceo@d3pth.store](mailto:ceo@d3pth.store).

## Schedule A - Licence Certificate

**Issuance rule:** Replace every placeholder before delivery. The Licence Certificate and License Notice must use the same Order data. The Licensee's acceptance must be recorded before the Licence is issued.

| Field                                           | Value                  |
|-------------------------------------------------|------------------------|
| Order ID                                        | [ORDER ID]             |
| Issue date                                      | [YYYY-MM-DD]           |
| Licensee                                        | [LICENSEE LEGAL NAME]  |
| Email                                           | [LICENSEE EMAIL]       |
| Licensed version / release ID                   | [VERSION / RELEASE ID] |
| Licensed domains / hosts (incl. all subdomains) | [EXACT LIST]           |
| Licensed IP addresses                           | [EXACT LIST]           |
| EULA version                                    | 2026-08-23             |

**Certificate effect:** The Licence Certificate evidences the technical scope agreed in the Order and does not amend the Order or authorise modification of the Licensed Materials.

## Schedule B - Embedded License Notice

**B.1** Each issued D3pth engine copy must contain the complete License Notice corresponding to this EULA version and the relevant Order, with every placeholder replaced.

**B.2** The D3pth engine and issued License Notice together are the Licensed Materials under Section 2.3 and must remain complete and unchanged under Section 4.