D3pth engine End User License Agreement

EULA version 2026-10-23 | Buyer checkout + Licensee first-use acceptance

Document	D3pth engine End User License Agreement
Version	2026-10-23
Licensing entity	D3pth lab s.r.o., Company ID 29549221, Czech Republic
Licensed subject matter	D3pth engine (obfuscated JavaScript) and complete issued License Notice, together as the Licensed Materials
WebApp Materials	If supplied: separate materials subject to the broad rights in Section 5 after required de-identification; not part of the Licensed Materials
Acceptance	Buyer checkout confirmation; if Buyer = Licensee, acceptance at checkout; if different, Licensee accepts by first intentional Use of the issued Licensed Materials

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. WebApp Materials are separate, freely reusable after the de-identification required by Section 5, and exclude third-party materials and Licensor Marks.

The Buyer and the Licensee may be different persons. The Buyer confirms the applicable EULA during checkout. If the Buyer is not the Licensee, the named Licensee accepts this EULA by its first intentional Use of the issued Licensed Materials.

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 person or entity placing the Order is the "Buyer". The Buyer may purchase the Licence for itself or identify another person or entity as the Licensee. The Buyer and the Licensee may therefore be different persons.

1.3 During checkout, the Buyer must actively confirm that it has read this EULA and agrees that the Order and the Licence are subject to this EULA. This checkout confirmation identifies the EULA version applicable to the Order. If the Buyer is also the Licensee, that active checkout confirmation constitutes acceptance of this EULA by the Licensee.

1.4 If the Buyer and the Licensee are different persons, the Buyer's checkout confirmation does not by itself constitute acceptance by the Licensee. The Licensor may issue and deliver the Licensed Materials to the named Licensee subject to this Section 1.

1.5 If this EULA has not already been accepted by or on behalf of a Licensee different from the Buyer, that Licensee accepts this EULA by its first intentional Use of the Licensed Materials issued to that Licensee. At the moment of that first Use, the Licence becomes effective immediately and authorises that first Use and all subsequent Use permitted by this EULA.

1.6 Mere receipt, possession, downloading, storage, forwarding to the Licensee, or inspection of the Licensed Materials solely for the purpose of deciding whether to accept this EULA does not by itself constitute acceptance. If the Licensee does not agree to this EULA, it must not Use or permit Use of the Licensed Materials.

1.7 Intentional Use by an employee, officer, contractor or service provider acting with the Licensee's authority and on the Licensee's behalf constitutes Use by the Licensee for the purposes of Section 1.5.

1.8 Any separate Consumer consent or request concerning early supply of digital content or early performance of a service is distinct from acceptance of this EULA and is governed by the Order, the applicable Commercial Terms and mandatory law.

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 or supplied as an inseparable part of 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 "WebApp" means the example website implementation supplied with or in connection with the Licensed Materials. "WebApp 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 sublicence 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, Buyer, Licensee, purchased release and Licence scope are agreed. The Order may be concluded before a different Licensee accepts this EULA under Section 1.5. A Licence Certificate is evidence of the Order and does not amend it unless the parties expressly agree otherwise.

2.9 "Use" means any intentional installation, integration, deployment, publication, operation, execution or other intentional use of the Licensed Materials, including intentionally causing them to be loaded or executed. Use does not include mere receipt, storage, forwarding to the Licensee or inspection solely for the purpose described in Section 1.6.

3. Licence grant

3.1 Subject to payment of amounts due under the Order (unless expressly free of charge), acceptance of this EULA in accordance with Section 1 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 Where acceptance occurs by first Use under Section 1.5, the Licence becomes effective at the same moment as that first Use and authorises that first Use; no separate prior technical activation is required.

3.3 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.

3.4 Exact, complete and unchanged backup or archival 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

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.

4.3 Nothing in this EULA restricts rights that cannot validly be restricted under mandatory applicable law.

5. WebApp Materials

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 WebApp 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 WebApp 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 WebApp 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 WebApp Materials except as expressly agreed in the Order.

6. Restrictions and confidentiality

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

7.1 D3pth lab s.r.o. exercises the economic copyright rights in 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 sublicence 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.

8. Delivery, acceptance route, updates and support

8.1 The purchased release and any WebApp are delivered electronically as stated in the Order. Where the Buyer and Licensee are different persons, the Licensed Materials are intended to be delivered to the Licensee using the Licensee contact details recorded in the Order, or otherwise in a manner that gives the Licensee possession of the issued Licensed Materials.

8.2 Delivery, receipt or possession of the Licensed Materials does not itself constitute acceptance by a Licensee different from the Buyer. Acceptance occurs only as stated in Section 1.5.

8.3 The issued License Notice must identify the Licensee, Licensed Site and issue date and link directly to the exact applicable EULA PDF. For this EULA: https://d3pth.store/D3pth_engine_EULA_2026-10-23_EN.pdf.

8.4 Unless the Order expressly states otherwise, the purchase includes no upgrades, feature updates, support, maintenance, hosting, integration work or security monitoring.

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

9. Warranty and liability

9.1 For business Licensees, the Licensed Materials and WebApp 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.

9.4 Nothing in this Section excludes or limits liability or rights that cannot validly be excluded or limited under mandatory applicable law, including mandatory Consumer rights.

10. Licence evidence and compliance

10.1 The Order defines the Buyer, 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, the Buyer's checkout confirmation, the Order, Licence Certificate, delivery, Licence scope and, where relevant and reasonably demonstrable, acceptance by a different Licensee through first Use under Section 1.5.

10.3 For a Licensee different from the Buyer, the absence of a separate clickwrap record in the Licensee's name does not prevent acceptance under Section 1.5 where the conditions of that Section are satisfied.

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, except where retention is required by law. 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. WebApp Materials rights survive Licence termination but are subject to Section 5.4 if the entire Order is validly unwound.

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. Mandatory Consumer choice-of-law, jurisdiction, alternative-dispute-resolution and other procedural protections remain unaffected.

13. General

13.1 This EULA and the accepted Order form the complete agreement on the Licence and, where supplied, WebApp 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 The Buyer's checkout confirmation and a different Licensee's later acceptance by first Use may occur at different times. This does not alter the identity of the Buyer or Licensee recorded in the Order.

13.3 Amendments require text form accepted by the relevant parties. New EULA versions apply only to future purchases unless the parties validly agree otherwise or mandatory law provides otherwise.

13.4 The Licensor may archive current and historical EULAs at https://d3pth.store/endUserLicenseAgreement. The EULA applicable to issued Licensed Materials remains the exact PDF linked in the issued License Notice and identified by the corresponding Order record.

13.5 Invalid or unenforceable provisions are limited only as necessary; the rest remains effective. Failure to enforce is not a waiver. The English version governs unless mandatory law requires otherwise. Notices to the Licensor may be sent to 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 Buyer's checkout confirmation must be recorded before the Licensed Materials are issued. If Buyer = Licensee, the EULA is accepted at checkout. If Buyer and Licensee differ, the Licensed Materials may be issued before Licensee acceptance; the Licence becomes effective upon the Licensee's first intentional Use under Section 1.5.

Field	Value
Order ID	[ORDER ID]
Issue date	[YYYY-MM-DD]
Buyer	[BUYER LEGAL NAME]
Licensee	[LICENSEE LEGAL NAME]
Licensee email	[LICENSEE EMAIL]
Licensed version / release ID	[VERSION / RELEASE ID]
Licensed domains / hosts (incl. all subdomains)	[EXACT LIST]
Licensed IP addresses	[EXACT LIST OR NONE]
Acceptance route	[CHECKOUT IF BUYER = LICENSEE / FIRST USE IF DIFFERENT]
EULA version	2026-10-23

Certificate effect: The Licence Certificate evidences the Order and technical scope. It does not itself amend the Order and does not replace acceptance under Section 1.

Schedule B - Embedded License Notice

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

B.2 The issued License Notice must identify the Licensee, email, Licensed Site and issue date; link directly to the exact applicable EULA PDF (https://d3pth.store/D3pth_engine_EULA_2026-10-23_EN.pdf); and state: "First intentional use of these Licensed Materials constitutes acceptance of the EULA linked above, unless already accepted by or on behalf of the Licensee."

B.3 The License Notice may be compact. The D3pth engine and issued License Notice together are the Licensed Materials and must remain complete and unchanged under Section 4.