Non-Free Product License General v1 (NFPL.G1)

Copyright 2023, Wesley Jones

Permission is hereby granted to any party obtaining a copy of this Product and associated files (the "Product") to Use the Product, subject to the following conditions:

1. **Right to amend:** The copyright holder reserves the right to amend this License at any time, and such amendments shall be effective one week after being posted on the copyright holder's website (Such as GitHub.com or another site specified within or by the Product.)

2. **Legal use**: The Product must be used legally, ethically and respect all applicable laws. The Product must be obtained legally and not infringe on any Copyright.

3. **Grants or exemptions:** The copyright holder may grant additional privileges or exemptions to a party in writing and with a valid digital signature. Such privileges shall be in addition to, and not in place of, the permissions granted under this License.

4. **Right to Revoke:** The copyright holder reserves the right to revoke any or all permissions and exemptions granted under this License, **WITH OR WITHOUT CAUSE**, to any party for any reason. The Copyright holder is not required to specify the reason for the revocation. Any such revocation shall be effective **immediately upon notice** to the affected parties, and the affected parties will have one month to cease all use of the Product.

5. **Right to derivatives:** The copyright holder retains **EXCLUSIVE CONTROL** over the Product and all works derived from it, including the source code and intellectual property, and may use, modify, sublicense, reproduce, and traffic in, by any means, the Product and all derivatives as they see fit and at their **sole discretion**.

6. **No patent rights:** This License does not grant any rights to any patents, trademarks, or other intellectual property rights associated with the Product or its derivatives. The Copyright holder may grant exceptions under paragraph 3.

7. **Complete control of Derivatives:** The Copyright Holder will retain all rights to the Product and its derivatives, including intellectual property rights, to the fullest extent permitted by law in the Licensee's jurisdiction. If any party sublicenses the Product's source code or components, in whole or in part, in a manner that would result in the Copyright Holder losing rights over the Product or its derivatives, the **sublicense will be null and void**. For instance, if any party licenses the source code or components and incorporates it, in whole or in part, into another work that is licensed under a copyleft license (such as the GNU General Public License, GPL), such sublicense of the source code will be considered a material breach of this License. In such cases, the Copyright Holder has the **right to terminate the sublicense** and pursue any other legal actions available against the parties involved in the violation.

8. **Unenforceability:** If any provision of this License is held to be unenforceable, the parties agree that such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions of this License shall remain in full force and effect. If any provision cannot be modified to make it enforceable, such provision shall be severed from this License, and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. If any amendment to this License is unenforceable, the parties agree that such amendment shall be modified to the minimum extent necessary to make it enforceable, and the amended License shall remain in full force and effect. If any amendment cannot be modified to make it enforceable, such amendment shall be severed from this License, and the original License shall continue to be valid and enforceable to the fullest extent permitted by law.

9. **Disclaimer of Damages:** Any loss or claim, including but not limited to those related to the Product's use, modification, distribution, data loss, service outage, sublicensing, potential discrimination, compliance, or loss to the public good, against the copyright holder or any related parties **is void** to the maximum extent permitted by applicable law. Such loss or claim shall not affect the validity or enforceability of any other license provision. All parties bound by this License **agree to Indemnify the Copyright holder and related parties** for all claims and losses related to or in connection with their use of the Product.

10. **Out-of-Court disputes:** All legal disputes arising from this License or the Product shall be settled through out-of-court proceedings, primarily conducted via email and online communication. The expenses incurred in resolving these disputes, **including any legal costs, shall be borne by the Licensee** or by the party initiating legal action against the Copyright Holder.

11. **No use of Owner's name:** All Parties using the Product under this License **shall not use the name of the Copyright Holder** or any of its affiliates, or any of their employees or representatives, in any advertising or promotional materials, or in any other way suggest or imply any endorsement or sponsorship of the Product or its use by the Copyright Holder or any of its affiliates, without the **prior written consent** of the Copyright Holder.

12. **THIS PRODUCT IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR**

OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Definitions:

- **"Applicable Jurisdiction"** refers to the legal framework and laws governing this License's interpretation, validity, and enforcement. In an international context, the applicable jurisdiction may vary depending on the country or region where the License is being utilized or enforced.
- **"Product"** refers to the software, work, or any other creative expression protected by copyright subject to this License. The Product may include but is not limited to software code, documentation, artwork, designs, multimedia content, or any other form of intellectual property.
- **"Use"** refers to the legal means by which the Licensee is granted permission to utilize the Product under the terms and conditions of this License. Use may include, but is not limited to, installation, execution, reproduction, modification, distribution, or any other action necessary to exercise the rights granted under this License.
- **"Licensee"** refers to the individual, organization, or legal entity granted permission to Use the Product and be bound by this License.

By using the Product, Licensee agrees to be bound by the terms and conditions of this License. If Licensee does not agree to the terms and conditions of this License, does not read them, or does not understand them, the Licensee may not use the Product.