Nova Engine End-User License Agreement

1. Introduction and Acceptance

This End-User License Agreement ("EULA") is a legal agreement between you ("you", "User") and Kayden Shawn Massengill, doing business as WeNova Interactive ("WeNova Interactive", "we", "us", or "our") governing your use of Nova Engine, including the editor, tools, software development kits (SDKs), runtime components, documentation, examples, and any updates or supplements (collectively, "Nova Engine" or the "Software").

By installing, copying, accessing, or otherwise using Nova Engine, you agree to be bound by the terms of this EULA. If you do not agree, you must not install or use Nova Engine.

If you are accepting this EULA on behalf of a company, organization, or other legal entity, you represent that you have authority to bind that entity to this EULA, in which case "you" will refer to that entity.

2. Grant of License

2.1 License Grant. Subject to your full and ongoing compliance with this EULA and the Nova Engine Developer License Agreement, WeNova Interactive grants you a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, revocable license to:

(a) install and use Nova Engine on devices you own or control solely for the purpose of developing, testing, and building games and interactive software ("Projects");

(b) create Projects using Nova Engine and export builds of such Projects;

(c) distribute Nova Engine runtime components solely as integrated into your Projects, in accordance with the Nova Engine Runtime Distribution License.

2.2 License Not Sold. Nova Engine is licensed, not sold, and no ownership interest is transferred to you.

2.3 Territory. This license is effective worldwide, except where prohibited by applicable law.

2.4 Reservation of Rights. All rights not expressly granted to you in this EULA are reserved by WeNova Interactive.

3. Ownership and Intellectual Property

3.1 Ownership of Nova Engine. Nova Engine is proprietary and closed-source software. All right, title, and interest in and to Nova Engine, including but not limited to its source code, object code, design, architecture, user interface, documentation, trademarks, trade dress, and all intellectual property rights therein, are and will remain owned exclusively by Kayden Shawn Massengill, doing business as WeNova Interactive.

3.2 No Implied Rights. Except for the limited license expressly granted in this EULA, no other rights or licenses are granted, whether by implication, estoppel, or otherwise.

3.3 Ownership of Your Projects. You retain ownership of your original content and Projects created using Nova Engine, including your game logic, original assets, story, and characters, subject to:

(a) any third-party licenses governing assets or code you use; and

(b) the rights granted to WeNova Interactive under the Developer License Agreement and Global Game Library Publishing Terms if you choose to publish through Nova Engine services.

4. Restrictions

You agree that you will not, and will not permit any third party to:

(a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, or structure of Nova Engine, except to the limited extent expressly permitted by applicable law;

(b) modify, adapt, translate, or create derivative works based on Nova Engine, including any attempt to create a competing game engine, editor, runtime, or development platform using Nova Engine or its outputs;

(c) remove, alter, or obscure any copyright notice, trademark, or other proprietary rights notice on or in Nova Engine;

(d) distribute, rent, lease, sell, sublicense, or otherwise transfer Nova Engine, in whole or in part, to any third party, except as expressly permitted in the Runtime Distribution License;

(e) circumvent, disable, or interfere with any licensing, royalty tracking, security, or technical protection mechanisms implemented in Nova Engine;

(f) use Nova Engine for any unlawful purpose or in connection with content that is illegal, harmful, defamatory, infringing, harassing, or otherwise objectionable;

(g) use Nova Engine's proprietary code, binaries, or internal assets as training data or input to any machine learning or artificial intelligence model; or

(h) misrepresent your relationship with WeNova Interactive or falsely imply that WeNova Interactive endorses your Projects.

5. Updates, Online Services, and Third-Party Components

5.1 Updates. WeNova Interactive may provide updates, patches, or new versions of Nova Engine from time to time. Unless accompanied by a separate license, such updates are subject to this EULA. We are not obligated to provide any particular feature or maintain backward compatibility.

5.2 Online Services. Some features of Nova Engine may rely on online services (such as cloud builds, analytics, multiplayer services, asset store, or game library). Those services may be governed by additional terms and may be modified, suspended, or discontinued at any time, with or without notice.

5.3 Third-Party Components. Nova Engine may include or interact with third-party software, libraries, or services that are subject to separate licenses. You agree to comply with any such third-party terms. To the extent required, those third-party terms will govern your use of the relevant component.

6. Term and Termination

6.1 Term. This EULA remains in effect from the time you first install or use Nova Engine until terminated as set forth herein.

6.2 Termination by You. You may terminate this EULA at any time by ceasing all use of Nova Engine and destroying all copies in your possession or control.

6.3 Termination by WeNova Interactive. WeNova Interactive may terminate this EULA immediately upon notice if you:

(a) breach any material provision of this EULA or any related Nova Engine agreement;

(b) engage in fraudulent, abusive, or illegal conduct in connection with Nova Engine or related services; or

(c) attempt to circumvent royalty obligations or licensing checks.

6.4 Effect of Termination. Upon termination of this EULA:

(a) all rights and licenses granted to you under this EULA immediately cease;

(b) you must stop using Nova Engine and destroy all copies of Nova Engine in your possession or control; and

(c) previously distributed Projects may continue to be used by end users, subject to the Nova Engine Developer License Agreement and Runtime Distribution License, unless WeNova Interactive terminates such rights due to severe violations (such as illegal content or fraud).

7. Disclaimer of Warranties

NOVA ENGINE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WENOVA INTERACTIVE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR QUIET ENJOYMENT.

WE DO NOT WARRANT THAT NOVA ENGINE WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, COMPATIBLE WITH YOUR HARDWARE OR OTHER SOFTWARE, OR THAT DEFECTS WILL BE CORRECTED. YOU ASSUME ALL RISK AS TO THE RESULTS AND PERFORMANCE OF NOVA ENGINE.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WENOVA INTERACTIVE OR ITS OWNER, AFFILIATES, OR PARTNERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR COSTS OF SUBSTITUTE GOODS, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR YOUR USE OF NOVA ENGINE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS EULA OR NOVA ENGINE WILL NOT EXCEED THE GREATER OF (A) ONE HUNDRED U.S. DOLLARS (USD $100) OR (B) THE TOTAL AMOUNT OF FEES AND ROYALTIES YOU HAVE PAID TO WENOVA INTERACTIVE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES; IN SUCH CASES, THE ABOVE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED.

9. Indemnification

You agree to indemnify, defend, and hold harmless WeNova Interactive, its owner, affiliates, and partners from and against any and all claims, demands, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

(a) your use of Nova Engine;

(b) your Projects or content developed with Nova Engine;

(c) any violation of this EULA or any other Nova Engine agreement by you; or

(d) your violation of any law or third-party right, including intellectual property or privacy rights.

10. Governing Law and Dispute Resolution

10.1 Governing Law. This EULA is governed by and construed in accordance with the laws of the United States of America and the State of Indiana, without regard to conflict-of-law principles.

10.2 Jurisdiction. You agree that any dispute, claim, or controversy arising out of or relating to this EULA or your use of Nova Engine will be brought exclusively in the state or federal courts located in Indiana, USA, and you hereby consent to the personal jurisdiction and venue of such courts.

10.3 Global Users. If you access or use Nova Engine from outside the United States, you do so at your own risk and are responsible for compliance with local laws. In case of conflict between local laws and this EULA, the provisions of this EULA governed by the United States of America and the State of Indiana shall prevail to the maximum extent permitted.

11. Changes to this EULA

WeNova Interactive may update or modify this EULA from time to time. If we make material changes, we may provide notice through Nova Engine, our website, or other reasonable means. Your continued use of Nova Engine after the effective date of any updated EULA constitutes your acceptance of the revised terms. If you do not agree, you must stop using Nova Engine.

12. Miscellaneous

12.1 Entire Agreement. This EULA, together with the Nova Engine Developer License Agreement, Runtime Distribution License, Asset Store Terms, Global Game Library Terms, Privacy Policy, and any other referenced agreements, constitutes the entire agreement between you and WeNova Interactive regarding Nova Engine.

12.2 Severability. If any provision of this EULA is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

12.3 No Waiver. The failure of WeNova Interactive to enforce any right or provision in this EULA will not constitute a waiver of such right or provision.

12.4 Assignment. You may not assign or transfer this EULA or any rights granted herein, by operation of law or otherwise, without our prior written consent. We may freely assign or transfer this EULA in connection with a merger, acquisition, sale of assets, or similar transaction.