

LICENSE AGREEMENT

1. Definitions

- **Product:** The "Generic Software Product" serves as a foundation for building various solutions.
- **Licensee:** The individual or entity that uses the Product.
- **Licensor:** Arkadiusz Schwarz, the creator and owner of the Product, providing the Licensee with permission to use it under certain conditions.
- **Regions:** The Product may be distributed in the following regions:
 - **North America (NA):** Including but not limited to the United States and Canada.
 - **European Union (EU):** Including all member states of the European Union.
 - **Asia-Pacific (APAC):** Including but not limited to Japan, China, India, Australia, and Southeast Asia.
 - **Middle East and Africa (MEA):** Including but not limited to countries in the Middle East and Africa.
 - **Latin America (LATAM):** Including but not limited to Brazil, Mexico, and other countries in Central and South America.
 - **Switzerland (CH):** Specifically referring to Switzerland.

2. License Grant

The Licensor grants the Licensee a non-exclusive, non-transferable, revocable license to use the Product restricted way (for demo purpose only) within the defined Regions. This license does not grant the Licensee any rights to the source code of the Product.

3. Restrictions

The Licensee agrees not to:

- Modify, adapt, translate, or create derivative works based on the Product.
- Reverse engineer, decompile, or disassemble the Product.
- Redistribute, sell, rent, lease, or sublicense the Product to any third party without prior written consent from the Licensor.

4. Ownership

The Product and all intellectual property rights, including but not limited to trademarks, copyrights, and patents, remain the property of the Licensor. This Agreement does not transfer any ownership rights to the Licensee.

5. Third-Party Dependencies and Licenses

The Product may include third-party dependencies that are governed by their own licenses. By using the Product, the Licensee agrees to comply with the licenses of these dependencies. The Licensee is responsible for ensuring compliance with these licenses.

6. Term and Termination

This Agreement is effective from the moment the Licensee accepts these terms by using the Product. The Licensee's rights under this Agreement will terminate automatically without notice from the Licensor if the Licensee fails to comply with any terms of this Agreement. Upon termination, the Licensee must cease all use of the Product and destroy all copies of the Product in their possession.

7. Limitation of Liability

The Licensor shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use of the Product, **to the maximum extent permitted by law**, except in cases of willful misconduct or gross negligence. Furthermore, liability for death or personal injury cannot be excluded or limited. This limitation shall not apply where mandatory provisions of the applicable law prohibit such exclusions or limitations.

8. Disclaimer of Warranties

The Product is provided "as is," without any warranties of any kind. The Licensor disclaims all warranties, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Switzerland, Canton Luzern, for matters related to Swiss jurisdictions. For other regions, governing laws shall be based on local legal frameworks specific to the region in which the Licensee operates.

10. Author's Declaration

The Licensor hereby declares that all third-party licensing requirements have been fully complied with. The source code of the Product is made available as part of the Product itself.

11. Consumer Rights (Applicable to the European Union and Switzerland)

This Agreement complies with the applicable consumer protection laws of the European Union and Switzerland. Consumers are entitled to the following rights:

- **Right to Withdraw (EU):** Consumers in the EU have the right to withdraw from this agreement within 14 days without providing any reason, in accordance with the Consumer Rights Directive 2011/83/EU, unless the Product has already been downloaded or used.
- **Product Warranty (EU and Switzerland):** Consumers in the EU and Switzerland are entitled to statutory rights regarding the functionality and suitability of the Product, as defined by the EU Consumer Rights Directive 2011/83/EU and the Swiss Code of Obligations. The Licensor ensures the Product will conform to its description and be free from defects for a minimum period required by law.

12. Acceptance

By using the Product for the first time, the Licensee agrees to all terms and conditions outlined in this License Agreement. No physical signature is required, and acceptance is confirmed by the action of using the Product.