Partout Commercial License - v0.1 (Effective: 2025-10-26)

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- Contributes to or facilitates unlawful, fraudulent, or deceptive activity;
- Intentionally interferes with, disrupts, or damages networks, systems, or data; or
- Could reasonably be expected to harm the reputation, integrity, or security of Licensor or its products; or
- Contravenes any applicable export control, sanctions, or data protection laws.

The above list of prohibited uses is non-exhaustive; any similar or related misuse shall also be deemed a breach of this Agreement.

Any use of Partout outside the rights expressly granted in this Agreement constitutes a material breach and may result in immediate termination of this License.

4.2 Compliance and Verification

Licensor relies on Licensee's good-faith compliance with the terms of this Agreement, including adherence to the permitted License Tier and usage limits. Licensee is responsible for monitoring its own use of Partout and ensuring it remains within the authorized scope.

Licensor does not require routine reporting or audits. However, if credible evidence suggests a material violation of this Agreement, Licensor may request reasonable information from Licensee to confirm compliance. Licensee agrees to cooperate in good faith with such requests.

5. Warranties and Disclaimers

5.1 Limited Warranty

Licensor warrants that Partout, when obtained from

`https://github.com/partout-io/partout` , will substantially conform to its published documentation at the time of delivery.

Licensor does not warrant that Partout will be error-free, uninterrupted, or suitable for any specific purpose. The Licensee assumes full responsibility for selecting, integrating, and testing Partout within its Applications.

5.2 Disclaimer of Other Warranties

Except as expressly stated above, Partout is provided "as is" and "as available", without warranties of any kind, whether express, implied, or statutory. This includes, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, and compatibility.

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5.3 Third-Party Components

Partout may include or depend on third-party libraries, modules, or tools provided under their own licenses. Such components are governed exclusively by their respective license terms.

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6. Limitation of Liability

To the maximum extent permitted by applicable law:

1. Exclusion of Damages — In no event shall Licensor be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, revenue, data, or business opportunities, arising out of or in connection with this Agreement or the use of Partout.
2. Aggregate Cap — Licensor's total cumulative liability under this Agreement shall not exceed the total amount of License Fees paid by Licensee during the most recent billing period preceding the event giving rise to the claim.
3. Indemnification — Licensee agrees to indemnify, defend, and hold harmless Licensor and its contributors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to Licensee's use, distribution, or modification of Partout, or any violation of this Agreement.

7. Term and Termination

This License remains in effect for as long as Licensee maintains an active subscription through the Licensing Platform, unless terminated earlier under this Section.

Licensor may terminate this License immediately upon written notice if Licensee materially breaches this Agreement and fails to remedy such breach within thirty (30) days after notice.

Upon termination or lapse, all rights granted under this License cease immediately. Licensee must stop using, integrating, and distributing Partout, including in any Applications already deployed or under development. Termination does not relieve Licensee of any obligation to pay outstanding fees, and continued operation or distribution of Applications using Partout thereafter constitutes unlicensed use.

7.1 Survival

The following provisions shall survive termination or expiration of this Agreement: Sections 2 (Grant of License), 4 (Restrictions), 5 (Warranties and Disclaimers), 6 (Limitation of Liability), 8 (Governing Law and General Provisions), and any other provisions which by their nature should reasonably survive.

8. Governing Law and General Provisions

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles. The parties agree that any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in London, United Kingdom.

8.2 Entire Agreement

This Agreement constitutes the entire understanding between Licensor and Licensee regarding the use of Partout under commercial terms and supersedes any prior or contemporaneous agreements or communications, whether written or oral, relating to the same subject matter.

8.3 Amendments

Licensor may update or modify this Agreement from time to time. Any renewal or continued use of Partout after publication of a new version constitutes acceptance of the latest version.

8.4 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid one that most closely reflects the parties' original intent.

8.5 Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other.