

# Binaries License Agreement

## Software Covered

This agreement covers the access and use of the source code for the following software, hereafter known as the "Software".

TUmine Monero Binaries

This binaries license agreement is by and between Tuev, Co (Software Provider) and any buyer of the "Software".

This agreement shall begin on any date of purchase/download.

## Terms & Conditions

Both the Licensee and Software provider agree to adhere to the following terms and conditions.

The Software Provider has granted, with acceptance of this Binaries license agreement, this license to be used as permitted. This license shall be considered perpetual and non-transferable.

The license granted may be used by the Licensee as well as any employees and subcontractors providing services for the Licensee.

Throughout this agreement, "Software" shall be defined as all .aar and native files provided and all available sources of these files to the general public free of cost.

The Software shall remain the intellectual property of the Software Provider at all times.

## License Grant

In consideration of all terms and conditions contained within this contract the Licensee shall have the nonexclusive and nontransferable rights as stated below.

- The Licensee will hold the right to incorporate dynamic and statically linked libraries built using the Source Code that the Software Provider has developed.
- Furthermore, the Licensee will have the ability to incorporate any of the provided binaries that the Software Provider has developed in his own closed-source products.
- Distribution of the source code or binaries of products containing "Software" provided by Tuev, Co is not allowed unless it is removed from the Licensee's source code and it points to the website of the software provider.

## Restrictions

Unless prior written consent has been obtained from the Software Owner, the following shall not be allowed.

- The distribution of any source codes, header files, make files, or libraries of the software.
- The software should not be merged, compiled, or copied unless expressed in this agreement.
- Alteration or removal of any notices in or on the software or within the documentation included within the software.
- Any modification of the "Software" provided by Tuev, Co.
- Any distribution of the software by the Licensee that is not conducted with approval from the Software Provider.
- Disclosure of any source codes pertaining to the software to any additional parties not included in this agreement.

All software included in this binaries license agreement as well as all documentation included with said software is provided in an "as is" condition.

The Software Provider makes no guarantee as to the binaries's performance once it has been downloaded/purchased by the Licensee.

## Liability

Under no circumstances will either party or their representatives be liable to each other for any incidental, consequential, or indirect damages including but not limited to lost or damaged data, revenue loss, economic loss, or commercial loss arising out of a breach of any terms and conditions set forth in this binaries license agreement.

This limitation of liability shall apply regardless of if the alleged breach is a fundamental breach or condition.

Any products made and distributed by the Licensee using the Source Code that the Software Provider has developed have to inform the Licensee's users of the presence of the "Tumine Monero" and verify that consent is given.

## Term & Termination

While the term of this agreement may be perpetual, this agreement may terminate immediately in the event any breach occurs of the terms and conditions listed in the License.

In the event of termination the Licensee must destroy any and all copies of the Software as well as the included documentation.

## Indemnity

The Licensee agrees to hold the Software Provider harmless as well as defend the Software Provider from any and all damages, costs, and liabilities that take place from a lawsuit due to any of the following

- Product Distribution
- Breach of Contract
- Software Installation,

but not only.

## Copyright Notice

The Licensee agrees to display an appropriate copyright notice in any final versions of Software containing the source code distributed to third parties.

## Applicable law

Any disputes related to this agreement shall be resolved in accordance with the laws of Bulgaria and any and all legal proceedings shall take place as such.

## Modification

No terms or conditions on this agreement shall be modified or replaced without the written consent of both parties.

Both parties agree that direct monetary damages may not be the sole extent of damages related to a breach of this binaries license agreement.

Therefore, each party agrees a breach in this agreement by the Licensee will allow the Software Provider to seek additional relief from the Licensee.

## Written Notice

Any and all notifications with regard to this binaries license agreement shall be delivered by email.

The email of the Software Provider is on his website.

No employer/employee relationship is implied or established through this source code agreement.

Both parties shall remain fully independent at all times.

## Entire Agreement

This document shall constitute the entire binding agreement between the Parties for the source code listed.

## Agreement

Both parties have been made aware of all terms and conditions listed in this Binaries License agreement. By purchase or download, both parties indicate their approval and acceptance of this agreement.