

OneUI Permissive Commercial Source License (PCSL) v1.0

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Parties. "Licensor" = Gigabox LLC. "Licensee" = [Customer Legal Name].

Effective Date. [Date].

1) Summary (non-binding)

- **Perpetual, worldwide, non-exclusive** license to **use, modify, and create derivative works** of OneUI (the "Software").
- Licensee may **offer services/SaaS and distribute compiled apps** built on the Software.
- Licensee **may not** open-source, resell, sublicense, or otherwise **distribute the Software's source code** (or derivative source code) outside Licensee and its approved contractors/affiliates.
- **Licensee owns** its data and **any derivative works it creates**.
- Optional services/consulting: deliverables may be **owned by Licensee** (see §6).
- No hosting/support obligations unless purchased separately.

2) Definitions

- **"Software"** means the OneUI codebase and related materials delivered by Licensor (excluding third-party components under their own licenses).

- **"Derivative Work"** means any modification, enhancement, or work based on the Software.
- **"Compiled Output"** means binaries, containers, or applications produced from the Software/Derivative Works without source disclosure.
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1. **Use, run, install, and reproduce** the Software for Licensee's internal business purposes;
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4. Permit **Affiliates** and **Contractors** to exercise the foregoing on Licensee's behalf, provided Contractors are bound by confidentiality terms no less protective than this License.

4) Restrictions (what you **cannot** do)

Licensee shall **not**:

- **Open-source, publish, sell, sublicense, or otherwise distribute the Software's source code** (or source of any Derivative Work) to any third party **other than Contractors** acting for Licensee's benefit;
- Represent the Software as **its own base product** or use Licenser's **trademarks** (e.g., "OneUI") except for factual references;
- Remove or alter **copyright notices** or embedded license headers;

- Use the Software in violation of applicable law or third-party terms (e.g., model/API provider ToS).

For clarity: SaaS is allowed, and distribution of Compiled Output (no source) is allowed. The prohibition is on source code distribution and resale of the Software itself.

5) Ownership

- Licensor retains all right, title, and interest in and to the **Software** (and Licensor trademarks).
- Licensee retains all right, title, and interest in its **data** and in **Derivative Works** created by or for Licensee (subject to this License's source-distribution restriction).

6) Services & Enhancements (optional)

If the parties enter into a Statement of Work (**SOW**) for services (enablement, custom features, training):

- Unless the SOW states otherwise, **deliverables and enhancements developed under the SOW are owned by Licensee** upon full payment.
- Licensor may retain **background IP** and general know-how; no license to Licensee's confidential information is implied beyond the SOW.
- Services are performed on a **time & materials** or **fixed-fee** basis as specified in the SOW.

7) Third-Party Components

The Software may include or interoperate with third-party components under separate licenses (e.g., OSS, model/API providers). Licensee must comply with those **third-party terms** and is responsible for associated **fees/keys**.

8) Confidentiality

Source code and non-public information exchanged are **Confidential Information**. Each party will protect the other's Confidential Information with reasonable care

and use it solely to perform under this License/SOW.

9) Warranty, Disclaimer, and SLA

AS IS. The Software is provided **"as is"** without warranties of any kind. No SLA or support is included unless purchased separately in writing.

10) Limitation of Liability

To the maximum extent permitted by law:

- Neither party is liable for **indirect, special, incidental, consequential**, or **punitive** damages;
- Each party's **aggregate liability** under this License is **capped at the fees paid** by Licensee to Licensor for the Software (excluding pass-through third-party costs).

11) Term, Termination, and Survival

- This License is **perpetual**. Either party may terminate for **material breach** not cured within **30 days** of written notice.
- Upon termination, Licensee will **cease use of the Software** and destroy copies of **Licensor-owned source code**. Licensee's ownership in **its Derivative Works and data** survives, but Licensee may **not** continue to use **Licensor-owned source**.
- Sections 5, 7–12 survive termination.

12) General

- **Governing Law/Venue:** [State/Country].
- **Assignment:** License may be assigned to a successor in interest (merger, acquisition, or sale of substantially all assets) with written notice.
- **Entire Agreement:** This License + Order Form + any SOWs constitute the entire agreement.

- **Conflicts:** SOW terms control services; Order Form controls fees/scope; otherwise, this License controls.

Signatures

Licensors (Gigabox LLC): _____ Name/Title: _____ Date: _____

Licensee: _____ Name/Title: _____ Date: _____

Order Form (attach to the license)

Customer (Licensee): [Legal Name]

Effective Date: [Date]

Product: OneUI (source code + deployment artifacts + docs)

License Type: Perpetual, site-wide, permissive commercial source license (PCSL v1.0)

Fee (one-time): \$50,000

Early-Adopter Discount: 80%

Net Due: \$10,000 (valid if signed by [Date] / limited to first [N] customers)

Included:

- Full source code and deployment artifacts (K8s/Helm/Kustomize as applicable)
- Rights per PCSL v1.0 (internal use; modify; create derivative works; SaaS & compiled distribution allowed; **no source distribution** outside Licensee/Contractors)
- Delivery: secure repo or encrypted archive within 3 business days of payment

Optional Services (select any):

- Enablement (2 weeks, fixed fee): **\$12,000** — install, configure, train, handoff
- Custom enhancements (fixed fee or T&M): [scope] — **deliverables owned by Licensee**

Payment Terms: Net 15 (ACH/wire). Taxes, if any, are Licensee's responsibility.

Notes: BYO model/API/provider keys; Licensee is responsible for third-party terms and costs.

Signatures:

Licensors (Gigabox LLC): _____ Name/Title: _____ Date: _____

Licensee: _____ Name/Title: _____ Date: _____
