

General Terms and Conditions (GTC)

LVGL Editor

LVGL Kft.

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These General Terms and Conditions ("**GTCs**") govern the provision of licenses and related services by **LVGL Kft.**, a company incorporated under the laws of Hungary ("**Licensor**"), to the customer identified in the applicable quote or purchase order ("**Licensee**").

By issuing a purchase order, signing a quote, or otherwise using the Licensed Software, Licensee accepts and agrees to be bound by these GTCs.

1. Definitions

"Licensed Software" means the LVGL UI Editor, in object code form, including updates provided under the applicable SLA.

"License Term" means the period specified in the applicable quote.

"SLA" means the Service Level Agreement in effect at the time of purchase.

"Support Services" means the support and maintenance services described in the SLA. Other capitalized terms have the meaning given in the applicable quote.

2. Scope and Applicability

These GTCs apply to all license tiers and service packages offered by LVGL Kft., unless otherwise agreed in a written amendment signed by both parties. The commercial details and feature levels of each license tier (e.g., Starter, Business, Enterprise) are described on pro.lvgl.io or in the applicable Quote.

3. License Grant

Subject to Licensee's compliance with these GTCs and payment of applicable fees, Licensor grants Licensee a non-exclusive, non-transferable license to use the Licensed Software within Licensee's organization for the License Term and within the scope described in the applicable quote.

4. License Restrictions

Licensee shall not:

- a) Resell, sublicense, or distribute the Licensed Software to third parties;
- b) Share license keys outside of its organization;
- c) Reverse engineer, decompile, or otherwise attempt to derive source code from the Licensed Software;
- d) Use the Licensed Software beyond the scope of the applicable quote.

5. Delivery and Activation

The Licensed Software will be delivered digitally. Activation occurs upon execution of the contract or receipt of the purchase order, whichever is earlier, and marks the start of the License Term.

6. Fees and Payment

Fees are as stated in the applicable quote. All invoices are payable within thirty (30) days of the invoice date unless otherwise agreed in writing. Late payments may result in suspension of access to the Licensed Software and/or Support Services.

7. Support Services

Support Services are provided as per the applicable SLA. Licensor may update the SLA periodically, provided such updates do not materially reduce the level of service purchased by Licensee.

8. Intellectual Property Rights

All intellectual property rights in the Licensed Software and related materials are and remain the exclusive property of Licensor. Licensee acquires no ownership rights under these GTCs.

9. Warranties and Disclaimers

The Licensed Software is provided “as is” without warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Licensor does not warrant that the Licensed Software will be error-free or uninterrupted.

10. Limitation of Liability

To the maximum extent permitted by law, Licensor's total aggregate liability arising out of or related to these GTCs shall not exceed the total amount paid by Licensee to Licensor in the twelve (12) months preceding the claim.

11. Term and Termination

These GTCs remain in effect for the License Term unless terminated earlier in accordance with this section. Either party may terminate with thirty (30) days' written notice if the other party materially breaches these GTCs and fails to cure within that period. Upon termination, Licensee must immediately cease use of and destroy all copies of the Licensed Software.

12. Confidentiality

Each party shall protect the confidential information of the other and use it only for the purposes of fulfilling these GTCs.

13. Data Protection

Licensor will process personal data solely for account administration, billing, and provision of Support Services, and in compliance with applicable data protection laws, including the GDPR.

14. Governing Law and Jurisdiction

These GTCs are governed by and construed in accordance with the laws of Hungary, without regard to its conflict of law principles. The courts of Hungary shall have exclusive jurisdiction over any disputes.

15. Entire Agreement

These GTCs, together with the applicable quote and SLA, constitute the entire agreement between the parties and supersede all prior agreements or understandings relating to the subject matter.

Order of Precedence: In the event of a conflict, the Quote shall prevail over the SLA, and the SLA shall prevail over these GTCs.