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 total.js



# Licence Agreement

INTELLECTUAL PROPERTY RIGHTS

Agreement Issued:  
01.01.2024

Agreement Valid to::

## Statement of Confidentiality

This Agreement and the supporting materials contain confidential and proprietary business information of Total Avengers.

## 1. INTELLECTUAL PROPERTY RIGHTS

1.1 **Total Avengers, s.r.o.** owns the technology, referred to as - "Total.js Enterprise". This technology is subject to the copyright and proprietary rights of Total Avengers, s.r.o. Total Avengers, s.r.o.. may grant a non-exclusive, non-transferable license for these technologies to use the technology owned by Total Avengers, s.r.o. for use in the creation of a work product, for the purpose of integration with licensed products or solutions sold by the other party to its customers, based on a signed contract. The other party that has signed the license agreement is authorized to sublicense to its customers the use of its product and Total.js Enterprise technology as part of the solutions provided to the customer, provided that : (1) the sublicenses are non-exclusive and limited to the customer's internal use within the solution, (2) each sublicense prohibits further sublicensing, sale, distribution, transfer, or modification of any kind without the consent of Total Avengers, s.r.o., (3) sublicenses must contain provisions to protect the intellectual property of Total Avengers, s.r.o.. The other party signing the contract agrees not to assign, transfer, sell or otherwise make available the license or sublicense to any third party without the prior written consent of Total Avengers, s.r.o. The other party signing the contract warrants that all sublicenses will be granted in accordance with the terms of such contract

1.1 **Definitions.** As used in this agreement, the following definitions apply:

- (a) "Intellectual Property Rights" means common law and statutory rights recognized in any jurisdiction in the world, in, to, or associated with: (1) patents, patent applications, and invention disclosures; (2) copyrights, copyright registrations and applications, and mask work rights; (3) the protection of trade or industrial secrets or confidential information; (4) trademarks, service marks, and other designations of source or origin; (5) industrial designs; (6) databases and data collections; (7) all other intellectual property rights and proprietary rights; (8) for any items described in (1) through (7) above, any divisions, continuations, continuations-in-part, counterparts, re-examinations, post-grant reviews, inter partes reviews, supplemental examinations, provisionals, renewals, reissuances, extensions, and rights to apply for, file for, certify, register, record, or perfect; or (9) rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights").
- (b) "Technology" means works of authorship (whether or not copyrightable, including, without limitation, software (whether in source code or object code format), documentation, notes, records, text, and artwork), designs, inventions (whether or not patentable), ideas, concepts, improvements, developments, know-how, discoveries, information, or trade secrets, including without limitation, any such materials delivered in the shared repository.

## 2. MISCELLANEOUS

6.1 **Governing Law.** Slovak, EU law governs all adversarial proceedings arising out of this agreement.

6.2 **Exclusive Jurisdiction.** Any adversarial proceeding arising out of this agreement shall be brought exclusively in the state and courts located in Bratislava, Slovakia

