

Commercial License

Version 1, 5 October 2026

These terms apply when you accept a quote or pay an invoice from us for a Warm64 commercial license.

You can always use Warm64 under the GNU AGPL v3 instead.

This version stays at warmvirtual.com/commercial-license/v1 (PDF).

1. Who these terms are between

These terms are between Dingsen Huang (also known as Dawson Huang), trading as Warm Virtual, ABN 94 353 308 763, of New South Wales, Australia ("we" or "us"), and the business or organisation named in your order ("you"). Your order is the quote or invoice we send you. It names you, your revenue band, your license type, the fee, the start date and the version of these terms that applies. You accept it by confirming it in writing or by paying it. Your order and that version of these terms are the whole agreement between us; where your order says something different, your order applies. Purchase orders, supplier-portal terms or other terms you send us don't apply, even if we accept, sign or process them, unless we both sign a document that says they do.

2. Definitions

- a. **Warm64** means the Warm64 Interpreter and Just-In-Time, in source and compiled form, their documentation, and the updates we release while your license runs.
- b. **Your group** means you and the companies you control. You control a company if you own more than half of it, or control its votes or board. A company counts only while you control it.
- c. **Your products** means the software, devices and services your group makes, sells or runs that include or use Warm64 as part of something more.
- d. **License term** means the 365 days from the start date in your order.
- e. **License type** means the one of these named in your order:
 - i. **Internal**: only your group's staff and contractors use Warm64, for your group's own work. Nobody else receives Warm64 or anything containing it, runs it, or interacts with it over a network, and no product or service you offer to others depends on it running, even behind the scenes. Showing it to others on your own devices is internal; letting them run it isn't.
 - ii. **Feature**: Warm64 runs in or behind a product or service you offer to others, and that product would still do its main job, and still be worth offering, with Warm64 removed and nothing put in its place.
 - iii. **Built on Warm64**: a product or service you offer to others wouldn't do its main job with Warm64 removed and nothing put in its place. Running software on an emulated Arm64 machine is what it offers.

- f. Built on Warm64 is a higher license type than Feature, and Feature is higher than Internal. Your license type is the highest type any of your products needs. If you're unsure which type a product needs, ask us before you order; our written answer binds both of us for that term.

3. What you may do

While your license runs, we grant your group a worldwide, non-exclusive, non-transferable license to:

- a. use, copy and change Warm64;
- b. build Warm64, changed or not, into your products; and
- c. distribute your products and run them as services, in any form, free of the obligations of the GNU AGPL v3, including any obligation to release your source code.

Under an Internal license, (b) and (c) cover only your group's own tools and work: you may not distribute Warm64, or anything containing it, to anyone but your group and your contractors, or let anyone else use it, directly or over a network. The next paragraph, about your customers, doesn't apply to an Internal license. (You can also use Warm64 internally for free under the AGPL; an Internal license is for when you'd rather not.)

Your customers, and the resellers, distributors and app stores you use, may use and pass on Warm64 as part of your products, under your own terms, as long as those terms give them no more rights to Warm64 than these terms give you.

Your contractors may use Warm64 under these terms, but only to work for your group. You're responsible for your group and your contractors following these terms.

A company that joins your group is covered straight away. A company that leaves it may keep distributing and running the products it had for 90 days, and then needs its own license.

4. What you may not do

You may not:

- a. offer Warm64, changed or not, as a product in its own right: on its own, or as a library, SDK, API or hosted service whose main purpose is to let others run Warm64 or build their own products with it;
- b. remove or change the copyright notices in Warm64;
- c. use our names or logos, except to say accurately, in words, that your product uses or is built with Warm64. These terms don't license our names or logos otherwise: don't use them in your product's name, don't use our logos without our written agreement, and don't suggest we endorse your product; or
- d. transfer this license, except to whoever buys the whole business or product line that uses Warm64. You must tell us in writing within 30 days, and the buyer must agree to these terms.

If you want to do what (a) describes, ask us: a platform license is quoted separately.

Anything these terms don't allow, you can still do under the AGPL, on the AGPL's terms.

5. Fees and payment

- a. The fee is the yearly price for your revenue band and license type, as stated in your order. Prices and revenue bands are in US dollars. We convert revenue in other currencies at the average exchange rate for that financial year.
- b. Your band is based on the total revenue of your corporate group, from the top parent company down, for its last full financial year. A nonprofit, school or government body uses its total annual budget instead. A company in its first financial year uses the revenue it expects this year. If you're bought, your new parent's revenue counts from your next renewal. Your order states the figure and financial year you give us, and by accepting it you confirm they're right.
- c. You pay each invoice within 30 days, in US dollars. You pay your bank's charges, so we receive the full amount. Fees are not refundable, except where these terms or the law say otherwise.
- d. Fees don't include taxes. If GST applies, we add it to the invoice. If the law makes you withhold tax from a payment, tell us before you pay and send us the receipt; we'll give you the forms (such as a US Form W-8BEN) that can reduce it.
- e. If, during the term, a product of yours comes to need a higher license type than your order names, tell us within 30 days. We invoice the difference between the two yearly prices for your band (at the prices in your order), pro rata for the rest of the term, and your license type changes from the day the product needed it. Use at a higher type that you haven't told us about within 30 days is outside your license until you do. A product moving to a lower type changes nothing until renewal.

6. Updates and support

- a. You get every update to Warm64 we release while your license runs.
- b. We reply to support requests sent to contact@warmvirtual.com within two business days in New South Wales, or one business day for the \$10M–\$50M, \$50M–\$250M and Over \$250M bands. Support means answering questions and looking into problems you report; it is not a promise to fix them by a certain time.

7. Renewal and expiry

- a. Your license ends when its term ends, unless you renew it. A renewal is a new order for another 365 days, at the band for your last financial year and the license type your products need then, up or down.
- b. For 30 days after it ends, your license continues as if it hadn't, so you can renew.

- c. If you haven't renewed by then, your rights under these terms end. From then on, anything you distribute or run that includes Warm64 must follow the AGPL, or you must take Warm64 out of it. This covers new copies, updates, each time your website or app sends Warm64 to a browser, and any service you run.
- d. Copies of your products that you distributed before your license ended, including devices made before then, may be kept, used and resold by the people who have them, forever, under the terms you gave them. This doesn't cover new copies, updates or downloads after your license ends.

8. Ownership

- a. We own Warm64, except the third-party components listed in its THIRD-PARTY-NOTICES file, which come under their own open-source licenses (all permissive, such as MIT and Apache 2.0). These terms don't change those licenses, so keep their notices when you ship them. You receive a license, not ownership. The Warm64 and Warm Virtual names and logos, and any trade mark applications or registrations for them, are ours too.
- b. You own your products and the changes you make to Warm64 (but not Warm64 itself), and you don't have to share them with us.
- c. If you send us changes, you give us a permanent, worldwide, free license to use, change and license them as part of Warm64 under any terms, and you confirm you have the right to do so.
- d. We promise that we have the right to grant this license, and that nothing in Warm64 requires you to release your own source code. If someone claims Warm64 infringes their rights, we will, at our choice, change Warm64 so it doesn't, get you the right to keep using it, or end your license and refund the fee for the rest of the term.

9. Checking your license

Once a year, if we ask, you confirm in writing that your use, your band and your license type are within these terms. If we have a good reason, which we'll tell you, to think they aren't, you give us the information we reasonably need to check, such as your accounts for that year or a description of how your products use Warm64. We keep it confidential and use it only for this. If you paid less than the fee for your correct band and type for any term, you pay the difference within 30 days. If we think your license type is wrong, we'll tell you why in writing, and your license continues while we sort it out.

10. Warranty

- a. Nothing in these terms, including this section and section 11, excludes, restricts or changes rights you have under the Australian Consumer Law or other laws that can't be excluded.
- b. Apart from those rights and the promise in section 8(d), Warm64 is provided as is, and we make no other promises about it, including that it is free of errors or fit for a particular purpose.

- c. Where the law lets us limit our liability for failing a consumer guarantee, our liability is limited, at our choice: for Warm64, to replacing or repairing it, or paying the cost of doing so; for our services, to supplying them again, or paying the cost of having them supplied again.

11. Liability

- a. Each of us is liable to the other, under or in connection with these terms, for no more than the fees paid or payable for the license term in which the claim arises.
- b. Neither of us is liable to the other for indirect or consequential loss, or for lost profits, revenue or data.
- c. These limits don't apply to your obligation to pay fees, to use of Warm64 beyond what sections 3 and 4 allow, to fraud, or to anything the law doesn't let us limit.

12. Ending the license early

- a. Either of us may end the license by written notice if the other seriously breaches these terms and hasn't fixed it within 30 days of being told.
- b. If we end it because of your breach, section 7(c) applies from that day, and section 7(d) still protects copies you distributed before then.
- c. If you end it because of our breach, we refund the fee for the rest of the term.

13. General

- a. These terms are governed by the laws of New South Wales, Australia, and each of us submits to the non-exclusive jurisdiction of its courts.
- b. We may publish new versions of these terms. A new version applies to orders and renewals made after it is published, not to a license already running. Each version stays published at its own address.
- c. We may transfer these terms to a company that Dingsen Huang controls and that takes over the Warm64 business, or to a buyer of the whole Warm64 business. The new owner takes on all our obligations, and we'll tell you. If it's a buyer we don't control, you may end your license within 60 days and we'll refund the fee for the rest of the term.
- d. Notices are sent by email: to us at contact@warmvirtual.com, and to you at the address in your order or a new address you tell us. A notice is received when it is sent, unless the sender gets a message that it wasn't delivered.
- e. If part of these terms can't be enforced, the rest still applies. Not enforcing a right doesn't mean giving it up.
- f. Nothing in these terms limits what the AGPL lets anyone do with Warm64.
- g. Sections 7(c) and (d), 8, 9 (for one year after the license ends), 10, 11, 12(b) and (c), and 13 continue after the license ends.

- h. The UN Convention on Contracts for the International Sale of Goods doesn't apply.
- i. Each of us follows the export control and sanctions laws that apply to us.