

Conditional Free License

Version 1, 12 October 2026

Warm64 is free to evaluate, and free in production in a project whose complete source is public under a strong copyleft license, such as the GNU GPL or AGPL. Any other production use takes a commercial license. This free build shows a notice for five seconds each time it starts; licensed builds start straight away.

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

This license lets you use Warm64 free: to evaluate it for any purpose, and in production in a copyleft project. Any other production use needs a commercial license (warmvirtual.com/pricing). By using Warm64 you agree to these terms.

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 you.

2. Definitions

- a. **Warm64** means Warm64 as we publish it on npm as the package "@warm-virtual/warm64": the System-on-a-Chip and Wision, its graphics driver, as compiled WebAssembly modules, the JavaScript package as built, and their documentation, in the versions we release.
- b. **Your project** means the whole product, service or other work of yours that includes, loads, runs or depends on Warm64 to do its job: every part it needs, front end and back end, in every process, however it's split and whoever publishes the parts.
- c. **Copyleft project** means a project, in the version you distribute or run, whose complete source code, with what's needed to build and run it, is public for anyone to get free of charge, under an open-source license approved by the Open Source Initiative that requires anyone who distributes the project, or a larger work built on it, to give everyone who receives it the source code of the whole work under the same license (or a later version of it). The GNU GPL (version 2 or 3), the GNU AGPL (version 3), the EUPL 1.2, the OSL 3.0 and CeCILL 2.1 qualify. A license whose copyleft covers only some files, a module or a library, such as the MPL, the LGPL, the EPL or the CDDL, doesn't; nor does the SSPL or any license that isn't open source; nor does a copyleft license with an exception that lets other code combine with the project without sharing its source, other than the Warm64 permission in section 4. A copy of your project that you give anyone under another license, or an instance you run for others on other terms, isn't a copyleft project, whatever the public repository says. A part of a product that exists mainly to run Warm64 for a part whose source isn't public under such a license doesn't make the product a copyleft project.

- d. **Production** means Warm64 doing real work: used by anyone other than the people evaluating it, used for work you or your organisation relies on, or included in anything you ship, publish or offer to others.
- e. **Evaluation** means working out whether Warm64 suits you: developing, testing and benchmarking with it, by you or your organisation's own staff and contractors, with nothing in production.

3. What you may do

We grant you a worldwide, non-exclusive, non-transferable license to:

- a. download, copy and run Warm64 in browsers, in Node and anywhere else it runs;
- b. evaluate Warm64 for any purpose, for as long as you like, as long as nothing is in production;
- c. use Warm64 in production in a copyleft project, for as long as it stays one;
- d. include unmodified copies of Warm64 in your copyleft project, and give them to its users as part of it. Everyone who receives Warm64 that way gets it from us under this license, whatever license your project is under. Your project's license can't give anyone more rights to Warm64 than this one does, and its copyleft doesn't reach Warm64.

4. Your project's license

The GNU GPL and AGPL require the source of the whole work, so on their own they don't let your project be combined with Warm64, whose source isn't published. As your project's copyright holders, you can allow it. Add this permission, or one to the same effect, to your project's license:

Additional permission: you may combine this program with Warm64, convey the combination, and let users interact with it over a network, without Warm64's source code.

Under version 3 of the GNU GPL or AGPL this is an additional permission under section 7; under version 2 of the GPL, add it as an exception in your license notice. It must be limited to Warm64; a wider exception takes your project out of section 2(c). If your project includes others' code under such a license, they must have given the same permission; if they haven't, your project can't be combined with Warm64 under any license, free or commercial, because their license, not ours, forbids it.

5. The notices

Each time it starts, including when it restores a snapshot, Warm64 shows a notice for five seconds, with our copyright, before what it runs appears. It does this wherever it runs: in browsers, in Node and on the command line, in evaluation and in production. You must let it: the people who use your project must be able to see the whole notice, for the whole five seconds, in the place where Warm64's output appears, and nothing may run ahead of it.

Every copy of Warm64 you give anyone must keep this license and its THIRD-PARTY-NOTICES file. Warm64 includes open-source Rust crates under their own permissive licenses (MIT and Apache 2.0); their notices are in that file and travel with the binaries. These terms don't change those licenses.

6. What you may not do

- a. Use Warm64 in production outside a copyleft project. That needs a commercial license.
- b. Offer Warm64 to others as a component: on its own, or as a library, SDK, API or hosted service for others to build their own products with. That's a platform license, quoted separately. A copyleft project that is itself an app, site or tool its users use isn't a platform offering, whatever its main job.
- c. Change Warm64, or remove, shorten, hide or alter its notices, including the start-up notice and its five seconds, or this license. "Hide" includes anything whose effect is that users don't see the notice for the full five seconds where Warm64's output appears: covering it, drawing it off-screen or in a hidden element, discarding the output that carries it, starting Warm64 before the user can see it so the wait passes unseen, or restoring a snapshot taken after it. Configuring Warm64, and the glue code that calls it, are yours to write.
- d. Take apart, decompile or disassemble Warm64, except where the law gives you a right we can't take away, such as for interoperability under section 47D of Australia's Copyright Act 1968, for error correction and security testing under sections 47E and 47F, or under equivalent laws elsewhere.
- e. Use our names or logos except to say accurately that your project uses Warm64.

7. Moving to a commercial license

When Warm64 goes into production outside a copyleft project, take a commercial license first, at warmvirtual.com/pricing. Everything you built while evaluating carries over. If your project stops being a copyleft project, for example because a new version is released under another license or its development continues in private, you have 30 days to take a commercial license, and your use stays covered by this license until then.

If you use Warm64 in production outside a copyleft project without a commercial license, this license ends for that use, and for as long as the use continues you owe us the yearly commercial fee, pro rata by day, at our list prices at the time, for the revenue band and license type your use needs. Paying it doesn't license the use; it's what you owe for it, on top of our other rights.

8. No warranty

- a. Nothing in these terms 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, Warm64 is provided as is, free of charge, and we make no promises about it, including that it is free of errors or fit for a particular purpose, and we aren't liable to you for any loss from using it, to the extent the law allows.

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

9. Ending

This license applies only while you meet its conditions. If you break them, it ends; if you fix the breach within 30 days of our telling you, it continues. When it ends, you stop using Warm64 and stop distributing it, except that copies of your copyleft project its users already have may keep working.

10. 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. You may use Warm64 under the version that came with your copy or any later version. Each version stays published at its own address.
- c. We may transfer these terms to a company related to us that takes over the Warm64 business, or to a buyer of the whole Warm64 business.
- d. If you're unsure whether your project is a copyleft project, ask us at contact@warmvirtual.com before you publish; our written answer binds us.
- e. Nothing in these terms limits what a commercial license lets its holder do with Warm64.