

End User License Agreement.

One agreement between you and LM-Kit, covering both products: **LM-Kit.NET**, the SDK you embed, and **LM-Kit One**, the server you deploy.

Applies to LM-Kit.NET and LM-Kit One

Last updated August 2026

Governing law France

In plain words: evaluation and development are free for everyone. Production use is free below the small-team thresholds in section 2, including commercial use and redistribution. Above them, a Professional License applies. The tier follows whoever benefits from production use, not whoever writes the code: an application built by a contractor is licensed by the client it is built for. No license keys, no activation, no runtime checks. This summary is for orientation only; the agreement below prevails.

1. [1. Definitions](#)
2. [2. Grant of license](#)
3. [3. License restrictions](#)
4. [4. Ownership](#)
5. [5. Termination](#)
6. [6. Disclaimer of warranties](#)
7. [7. Limitation of liability](#)
8. [8. Governing law](#)
9. [9. Severability](#)
10. [10. Entire agreement](#)

By installing, copying, or otherwise using the Software, including by operating an application or server that incorporates it, you agree to be bound by the terms of this EULA.

If you do not agree, do not install or use the Software.

1. Definitions

- **"Software"** refers to LM-Kit.NET and LM-Kit One, including executable files, libraries, components, server binaries, source code, and associated media and documentation.
- **"Licensee"** refers to the individual or entity that has agreed to the terms of this EULA.
- **"Licensor"** refers to LM-Kit, the provider of the Software.
- **"Subscription"** refers to the recurring payment model for the Professional License, requiring annual renewals.

2. Grant of license

The Software requires no activation. The Licensor issues no license key, and the Software performs no license verification at runtime. The tier that applies to the Licensee is determined solely by the criteria below.

Evaluation and development are granted free of charge to any Licensee, with no time limit and no restriction on organization size.

Production use and redistribution are granted free of charge to a Licensee that satisfies all of the following at the time of use: annual gross revenue below \$1,000,000 USD; 10 or fewer employees; and no more than \$3,000,000 USD received in aggregate from outside sources of capital, including venture capital and private equity. Personal use, education, registered nonprofit organizations and open source projects are granted the same rights free of charge regardless of size. Employees, customers and end users of an application built with the Software are not counted toward the Licensee's employee figure.

These criteria are assessed for the Licensee together with its parent, subsidiary and affiliated entities.

Production use is assessed against the entity that owns or commissions the application, or on whose behalf the Software is operated, not against whoever writes the code. A contractor, agency or freelancer building or deploying an application for a client does not extend its own eligibility to that client: the client is the Licensee for production use and must itself satisfy the criteria above or hold a Professional License. Redistribution rights cover end users of a Licensee's own products; they do not cover custom development delivered to a specific client. Operating LM-Kit One is production use by the entity for which the server runs, regardless of who installed it.

A Licensee that does not satisfy those criteria requires a Professional License for production use and redistribution. The Professional License is subscription-based and must be renewed every year to continue using the Software. Commercial terms, including pricing, are not set out in this EULA: they are set out in the applicable order, whether placed directly with Licensor or through an authorized reseller.

3. License restrictions

The Licensee may not:

- Use the Software to build a product aimed at third-party developers or whose primary purpose is to expose the Software's capabilities: an SDK, library, component, framework, or a general-purpose AI, inference, OCR, document-processing or RAG API or server. Embedding the Software is permitted only as an integrated part of an application that adds substantial functionality of its own. Products in this category require a separate agreement with Licensor
- Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software
- Rent, lease, loan, sell, sublicense, distribute, or otherwise transfer the Software to any third party, except embedded in Licensee's application as permitted by section 2
- Remove, alter, or obscure any proprietary notices, labels, or marks on the Software

4. Ownership

The Software is licensed, not sold. This EULA does not grant Licensee any ownership rights to the Software. All rights, title, and interest in and to the Software, including but not limited to intellectual property rights, are owned by Licensor.

5. Termination

This EULA is effective until terminated. Licensee may terminate this EULA at any time by uninstalling and destroying all copies of the Software.

Licensor may terminate this EULA only if Licensee materially breaches its terms and fails to cure the breach within 30 days of written notice. Upon such termination, Licensee must uninstall and destroy all copies of the Software.

Outside of breach, the licence granted for any version of the Software that Licensee has lawfully obtained is perpetual: Licensee's rights to use, exploit and, where granted, redistribute that version, including within applications already built or distributed, survive indefinitely. If Licensor elects not to renew a paid subscription term, Licensee retains those perpetual rights to the versions already licensed and loses only access to future releases, updates, support and maintenance, with at least 60 days' notice before the term ends.

6. Disclaimer of warranties

The Software is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose.

7. Limitation of liability

Licensor shall not be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of the use of or inability to use the Software.

8. Governing law

This EULA shall be governed by and construed in accordance with the laws of France, without regard to its conflict of law principles.

9. Severability

If any provision of this EULA is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

10. Entire agreement

This EULA constitutes the entire agreement between Licensee and Licensor concerning the Software and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software or any other subject matter covered by this EULA.