Appwinst

Fundamental licence

Version 1.0 of 19 October 2026

This English version is for information only. The Dutch version is binding.

SPDX identifier: `LicenseRef-Fundamental-Commercial`

1. Parties and definitions

1.1 This licence is granted by Sounds Global B.V., trading as Appwinst, registered with the Dutch Chamber of Commerce (KvK) under number 88875539, at Mariënpoort 12, 8701 XZ Bolsward, Nederland. In this licence it is called Appwinst from here on.

1.2 The licence is granted to the Client: the Organisation that works with Appwinst in the platform. The licence belongs to that organisation, not to a person. When your staff or developers change, you do not need a new licence.

1.3 Fundamental is Appwinst's Rust framework. A release is one version of Fundamental that Appwinst publishes in fundamental-dist, identified by its signed tag with a version number. Every release contains a LICENSE file stating the version of this licence text.

1.4 The licence register in the platform records, per Organisation, which releases the Client has received and under which version of this licence.

1.5 The SPDX identifier `LicenseRef-Fundamental-Commercial` refers to this licence. It replaces the declaration `MIT OR Apache-2.0` in Fundamental's manifests. Where a manifest still shows that old declaration, it gives no right at all: only this licence applies.

1.6 Other capitalised terms mean what the glossary of Appwinst's terms and conditions says they mean.

2. What you may do

2.1 For every release you have received, you get a perpetual, worldwide and non-exclusive right to use, copy, modify, build and run Fundamental for your own applications.

2.2 You pay no separate fee for this licence.

2.3 Appwinst can end this right only as article 7 sets out.

2.4 This licence covers Fundamental only. It gives Appwinst no right at all in the code of your own applications.

2.5 The copyright in what you add to or change in Fundamental yourself is yours. So is your own code. Fundamental itself, modified or not, stays under this licence.

2.6 If you send a change to Appwinst, you give Appwinst a free, perpetual, worldwide and non-exclusive right to use it, change it and license it to others as part of Fundamental. You are never required to send a change.

3. Developers and agencies working for you

3.1 Any developer, freelancer or agency working for you may exercise the rights in article 2 on your behalf.

3.2 They use the licence only on your behalf and for your applications, within the same limits that apply to you.

3.3 You answer for everyone working for you keeping within the limits of this licence.

4. Hosting, distribution and transfer

4.1 You may have your applications hosted by any provider you choose, including a cloud provider or a managed platform.

4.2 You may distribute your applications and offer them to their users with Fundamental compiled in. This includes desktop and mobile apps, and distribution through an app store.

4.3 If you transfer an application, or the business that owns it, to a successor, the licence for that application goes with it, provided the successor accepts this licence. Appwinst consents to this now (article 6:159 of the Dutch Civil Code).

4.4 If an agency, as the Organisation, builds an application for its own client, the licence for that application goes with the application. The agency's client then receives that licence directly from Appwinst, provided it accepts it (article 6:253 of the Dutch Civil Code).

4.5 Hosting, distribution and transfer under this article are not passing Fundamental on within the meaning of article 5.1.

5. What you may not do

5.1 You do not pass Fundamental on to others, as source code or in any other form, in whole or in part, modified or not. An application with Fundamental compiled in, under article 4, is not passing it on. Passing it to developers and agencies under article 3 is allowed.

5.2 You make no competing use of Fundamental. Competing use means offering Fundamental, or anything derived from it, to others as a framework, a library or a development platform.

5.3 Building applications for your own organisation is never competing use.

5.4 You grant no sublicence to anyone. The exceptions are use by those working for you under article 3, and a transfer under article 4.3 or 4.4.

5.5 You leave the copyright and licence notices in the source code in place.

5.6 You keep Fundamental's source code confidential for as long as the licence lasts and the source code is not public.

5.7 This duty of confidentiality has no fixed term. The confidentiality period in the terms and conditions does not apply to it.

6. New versions of this licence

6.1 A new version of this licence text applies only to releases published after it.

6.2 For a release you have already received, the licence version under which you received it keeps applying.

6.3 You accept a licence version in the platform. A Record states which version you accepted.

6.4 You receive new releases for as long as you take a Build, Maintenance or Keep building from Appwinst.

7. Term and ending

7.1 The licence survives Appwinst stopping, being sold or going bankrupt. If Appwinst transfers the copyright in Fundamental, it imposes this licence on whoever acquires it.

7.2 Appwinst can end the licence only if you breach article 5.1 or 5.2 and do not cure the breach within 30 days of Appwinst's written notice.

7.3 The ending then applies to new use only. What you built with Fundamental before it, you may keep using.

7.4 If your relationship with Appwinst ends, or Appwinst revokes your Read key, only your read access to new releases stops.

7.5 The licence keeps applying to every release you have received. Every release already in your Fundamental mirror stays usable.

8. Warranty and liability

8.1 Appwinst gives no warranty on Fundamental itself, except during a Bug window and while you take Maintenance or Keep building. Outside those periods you receive Fundamental as it is.

8.2 The Bug window, Maintenance and Keep building follow the terms and conditions.

8.3 Appwinst's liability is limited as the terms and conditions set out.

8.4 Where this licence and the terms and conditions conflict, this licence prevails.

9. Third-party components

9.1 Fundamental uses open-source components made by others. They keep their own licences. This licence changes nothing about them.

9.2 Each third-party component states its own licence in its source code, as that comes with the release.

9.3 If you distribute an application with Fundamental compiled in, you find the notices those licences require in that source code.

10. Law and court

10.1 This licence is governed by Dutch law. The Vienna Sales Convention (CISG) does not apply.

10.2 Disputes about this licence go to the Rechtbank Noord-Nederland.

10.3 This licence is drawn up in Dutch; the Dutch text is binding.