

Stalwart Enterprise License 2.0 (SELv2) Agreement

Last Update: May 3, 2026

PLEASE CAREFULLY READ THIS STALWART ENTERPRISE LICENSE AGREEMENT ("AGREEMENT"). THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND STALWART LABS LTD AND GOVERNS YOUR USE OF THE SOFTWARE (DEFINED BELOW). IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MAY NOT USE THE SOFTWARE. IF YOU ARE USING THE SOFTWARE ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO AGREE TO THIS AGREEMENT ON BEHALF OF SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, DO NOT USE THE SOFTWARE IN ANY MANNER.

This Agreement is entered into by and between Stalwart Labs Ltd and you, or the legal entity on behalf of whom you are acting.

1. DEFINITIONS

1.1. "Software" refers to the Stalwart Server Enterprise Edition software, including all its versions, updates, modifications, accompanying documentation, and related materials. The Software is self-hosted by Licensee on its own infrastructure.

1.2. "Subscription" refers to the paid access to the Software provided by Licensor to Licensee, billed on a monthly or annual basis.

1.3. "Licensor" refers to Stalwart Labs Ltd, a company incorporated in England and Wales, the entity providing the Software.

1.4. "Licensee" refers to the individual or entity installing, accessing, or using the Software with a valid Subscription.

1.5. "License Key" refers to the unique code provided by Licensor upon purchasing a Subscription which activates the full features of the Software. Each License Key is bound to the domain name (including all subdomains) designated by Licensee at the time of purchase.

1.6. "Source Code" refers to the human-readable version of the Software's code, as opposed to the compiled machine-readable version.

1.7. "Mailbox" refers to each individual user account or group account provisioned within the Software. The total number of Mailboxes across all domains and tenants hosted by Licensee determines the applicable Subscription tier.

1.8. "Confidential Information" refers to any non-public information disclosed by either party to the other in connection with this Agreement, whether in written, oral, electronic, or other form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure.

2. GRANT OF LICENSE

2.1. Licensor grants Licensee a non-exclusive, non-transferable, non-sublicensable, limited license to download, install, and use the Software during the Subscription term, subject to the terms and conditions of this Agreement.

2.2. The use of the Software is conditioned upon Licensee maintaining an active and valid paid Subscription with Licensor. The paid Subscription covers all versions of the Software and all updates and modifications released during the Subscription term.

2.3. This license grants Licensee the right to use the Software for both personal and commercial purposes. Licensee may install and operate the Software on an unlimited number of servers within its organization, host an unlimited number of domains, and host data for an unlimited number of external organizations (tenants) using the Software's multi-tenancy features. The Subscription tier is determined solely by the total number of Mailboxes provisioned. However,

Licensee is expressly prohibited from reselling, leasing, sublicensing, or otherwise redistributing the Software itself.

2.4. This license is further governed by the terms and conditions set forth in any licensing agreements separately executed between Licensor and Licensee. In the event of any conflict between the terms of this Agreement and the terms of a signed licensing agreement, the terms of the signed licensing agreement shall control.

2.5. You are not granted any other rights beyond what is expressly stated herein.

3. LICENSE KEYS

3.1. The Software shall not be used without a valid License Key issued by Licensor.

3.2. Licensee is required to use valid License Keys issued by Licensor to run the Software, including any modified versions. Any attempts to bypass the License Key requirement is a violation of this Agreement.

3.3. Distribution or sharing of License Keys to third parties, not associated with Licensee, is strictly prohibited.

3.4. License Keys are bound to the Subscription period. Should your Subscription expire or be cancelled, all License Keys will become invalid after fifteen (15) days from the Subscription expiration or cancellation date.

3.5. Any instance of the Software using such an expired key will revert to the Community Edition functionality after the aforementioned fifteen (15) day period.

4. SOURCE CODE USAGE

4.1. Licensee is permitted to view, copy, and modify the Software's Source Code, as made available by Licensor, solely for Licensee's internal business use and in compliance with this Agreement's terms.

4.2. Any modifications to the Source Code do not grant Licensee any ownership rights to the original Software or any modifications. All rights, title, and interest to the Software and its Source Code remain exclusively with Licensor.

4.3. Licensee is strictly prohibited from altering, removing, or in any way tampering with the License Key validation system within the Software. Any such unauthorized modifications will be considered a material breach of this Agreement and may result in legal action.

4.4. Notwithstanding the availability of the Software's Source Code for review and limited modification, the Software and its Source Code are not open source and remain proprietary to Licensor. The provision of access to the Source Code does not confer any rights typically associated with open source software, including but not limited to the right to freely sublicense, or create derivative works for public distribution. All rights not expressly granted herein are reserved by Licensor.

4.5. Notwithstanding the foregoing, you may copy the Source Code for development and testing purposes, without requiring a Subscription.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. The Licensor retains all rights, title, and interest in and to the Software, including all intellectual property rights therein. This Agreement does not transfer any ownership rights to the Licensee.

5.2. The Licensee must not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on the Software.

6. SUBSCRIPTION TERMS, RENEWAL, AND CANCELLATION

6.1. Subscriptions are available on a monthly or annual basis. The applicable fees, Mailbox tier, and billing cycle will be as set forth at the time of purchase or as subsequently agreed in writing between the parties.

6.2. Where Licensee has provided a valid payment method (such as a credit card) on file, the Subscription will automatically renew at the end of each billing cycle at the then-current rate, unless Licensee removes the payment method or cancels the Subscription prior to the renewal date. No advance cancellation notice period is required; Licensee may cancel at any time by removing the payment method on file or by notifying Licensor.

6.3. Where Licensee pays by invoice (bank transfer), the Subscription will not automatically renew. Licensor will issue an invoice notification prior to the end of the billing cycle, and the Subscription will renew only upon receipt of payment.

6.4. Upon cancellation of a Subscription by Licensee prior to the end of a paid billing cycle, Licensee is entitled to a prorated refund for the unused portion of the then-current billing period. Refunds will be calculated from the effective date of cancellation through the end of the billing cycle and will be issued within thirty (30) days of the cancellation date.

6.5. Licensor reserves the right to modify Subscription fees upon renewal. Any fee changes will be communicated to Licensee at least thirty (30) days prior to the start of the next billing cycle.

7. SUPPORT AND SERVICE LEVELS

7.1. All Licensees with an active Subscription have access to standard community support resources, including documentation and community forums, as made available by Licensor.

7.2. Priority email support is available exclusively to Licensees whose Subscription covers one hundred fifty (150) or more Mailboxes. Priority email support inquiries will receive an initial response within forty-eight (48) hours of receipt during Licensor's standard business hours.

7.3. The forty-eight (48) hour response time set forth in Section 7.2 constitutes a service level commitment. In the event Licensor consistently fails to meet this commitment over a period of thirty (30) consecutive days, the affected Licensee's sole remedy shall be the right to terminate the Subscription and receive a prorated refund for the unused portion of the billing cycle.

7.4. The Software is self-hosted by Licensee on Licensee's own infrastructure. Licensor does not provide hosting services and makes no guarantees regarding uptime, availability, or performance of Licensee's self-hosted deployment.

8. TERMINATION

8.1. Licensor may terminate this Agreement immediately upon written notice if Licensee commits a material breach of any term of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice specifying the breach.

8.2. Licensor may terminate this Agreement for convenience upon thirty (30) days' written notice to Licensee. In such event, Licensee shall receive a prorated refund for the unused portion of any prepaid Subscription fees.

8.3. In the event of a termination, Licensee will be provided with written notice, sent to the email address used during Subscription registration, outlining the reasons for the termination.

8.4. Upon termination, all rights granted to Licensee under this Agreement will cease, and Licensee must promptly cease all use of the Software and destroy or delete all copies in its possession, except that Licensee may retain copies of the Source Code obtained prior to termination solely for archival purposes, subject to the continuing obligations of confidentiality and intellectual property protection set forth herein.

9. CONFIDENTIALITY

9.1. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such information to any third party, except to employees, contractors, or agents who have a need to know and are bound by confidentiality obligations no less protective than those contained herein.

9.2. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is rightfully obtained from a third party without restriction on disclosure.

9.3. A receiving party may disclose Confidential Information to the extent required by applicable law, regulation, or court order, provided that the receiving party gives the disclosing party prompt written notice (where legally permissible) and cooperates with the disclosing party's efforts to seek protective treatment of such information.

9.4. The obligations of confidentiality set forth in this Section shall survive the termination or expiration of this Agreement for a period of three (3) years.

10. LIMITATION OF LIABILITY

10.1. In no event will the Licensor be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the Software; (ii) any unauthorized access to or use of your servers and/or any personal information stored therein.

10.2. Except for liability arising from death or personal injury caused by negligence, fraud, willful misconduct, or a party's indemnification obligations under this Agreement, Licensor's total aggregate liability for any and all claims under this Agreement shall be limited to the total Subscription fees paid by Licensee to Licensor in the twelve (12) months immediately preceding the event giving rise to the claim.

11. INDEMNIFICATION

11.1. Licensee agrees to indemnify, defend, and hold harmless Licensor, its officers, directors, employees, agents, licensors, suppliers, and any third-party information providers from and against all claims, losses, expenses, damages, and costs, including reasonable legal fees, resulting from any violation of this Agreement or any activity related to Licensee's use or misuse of the Software (including negligent or wrongful conduct).

11.2. Licensor agrees to indemnify, defend, and hold harmless Licensee from and against any third-party claim that the Software, as provided by Licensor, infringes or misappropriates any patent, copyright, trademark, or trade secret of a third party, provided that Licensee: (a) gives Licensor prompt written notice of such claim; (b) grants Licensor sole control of the defense and settlement of such claim; and (c) provides reasonable cooperation at Licensor's expense.

11.3. If the Software becomes, or in Licensor's opinion is likely to become, the subject of an infringement claim, Licensor may at its option and expense: (a) procure for Licensee the right to continue using the Software; (b) modify or replace the Software to make it non-infringing while maintaining substantially equivalent functionality; or (c) if neither (a) nor (b) is commercially practicable, terminate this Agreement and provide Licensee with a prorated refund of any prepaid Subscription fees.

11.4. Licensor shall have no obligation under this Section for any claim arising from: (a) modifications to the Software made by Licensee; (b) use of the Software in combination with products, services, or technologies not provided by Licensor, where the infringement would not have occurred but for such combination; or (c) Licensee's continued use of a version of the Software after being notified of the availability of a non-infringing update.

12. DATA PROTECTION AND PRIVACY

12.1. The Software is self-hosted by Licensee, and Licensee retains sole responsibility for all data stored and processed within its deployment of the Software, including any personal data of its users or tenants.

12.2. To the extent that Licensor processes any personal data on behalf of Licensee (for example, in connection with support services or license management), such processing shall be conducted in accordance with applicable data protection laws, including the UK General Data Protection Regulation and the Data Protection Act 2018, the EU General Data Protection Regulation (Regulation (EU) 2016/679), and any other relevant data protection legislation.

12.3. Where required by applicable data protection law, the parties shall enter into a separate Data Processing Agreement ("DPA") that sets forth the terms and conditions governing Licensor's processing of personal data on behalf of Licensee.

12.4. In the event of a data breach affecting personal data processed by Licensor in connection with this Agreement, Licensor shall notify Licensee without undue delay and in any event within seventy-two (72) hours of becoming aware of the breach, and shall cooperate with Licensee in investigating and remediating the breach.

12.5. Additional details regarding Licensor's data handling practices are outlined in Licensor's Privacy Policy, which can be accessed on Licensor's website.

13. EXPORT COMPLIANCE

13.1. The Software may be subject to export control and sanctions laws of the United Kingdom, the European Union, and other jurisdictions. Licensee agrees to comply with all applicable export control and sanctions laws, including without limitation the UK Export Control Order 2008, the Sanctions and Anti-Money Laundering Act 2018 and regulations made thereunder (as administered by the Office of Financial Sanctions Implementation (OFSI) of HM Treasury and by the Export Control Joint Unit), and Regulation (EU) 2021/821 of the European Parliament and of the Council (the EU Dual-Use Regulation), together with the EU consolidated list of persons, groups, and entities subject to financial sanctions.

13.2. Licensee represents and warrants that: (a) Licensee is not located in, organised under the laws of, or a resident of any country or territory subject to comprehensive UK or EU sanctions; (b) Licensee is not listed on the UK Sanctions List, the EU consolidated list of designated persons, or any equivalent restricted party list of a competent authority in a jurisdiction in which Licensee operates; and (c) Licensee will not export, re-export, or transfer the Software to any prohibited destination, entity, or individual without the required governmental authorisations.

14. ANTI-CORRUPTION

14.1. Each party represents and warrants that it has not and will not, in connection with this Agreement, directly or indirectly offer, pay, promise to pay, or authorize the payment of any money or anything of value to any government official, political party, or candidate for political office for the purpose of influencing any act or decision, or securing any improper advantage.

14.2. Each party shall comply with all applicable anti-corruption and anti-bribery laws, including without limitation the UK Bribery Act 2010.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

15.2. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall first be attempted to be resolved through good faith negotiation between the parties for a period of thirty (30) days following written notice of the dispute.

15.3. If the dispute is not resolved through negotiation within the thirty (30) day period, it shall be referred to and finally resolved by binding arbitration under

the Rules of the London Court of International Arbitration (“LCIA”), which Rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

15.4. The arbitrator’s award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each party shall bear its own costs and legal fees in connection with the arbitration, unless the arbitrator determines otherwise.

15.5. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or Confidential Information without first submitting to arbitration.

16. NOTICES

16.1. All notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery; (b) upon confirmed transmission by email; or (c) one (1) business day after deposit with an internationally recognised overnight courier service.

16.2. Notices to Licensor shall be sent to the address and email set forth in Section 24 (Contact Information) of this Agreement. Notices to Licensee shall be sent to the email address provided during Subscription registration or as subsequently updated by Licensee in writing.

17. ASSIGNMENT

17.1. Licensee may not transfer or assign this Agreement or any rights or obligations hereunder without the prior written consent of Licensor, except that Licensee may assign this Agreement without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by the terms of this Agreement.

17.2. Licensor may assign this Agreement without restriction. Any assignment in violation of this Section shall be null and void.

18. DISCLAIMERS AND WARRANTIES

18.1. The Software is provided "AS IS" and "AS AVAILABLE", without warranty of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, and non-infringement.

18.2. Licensor does not warrant that the Software will be error-free, that access thereto will be uninterrupted, or that defects will be corrected.

18.3. Licensor warrants that, as of the date of delivery, the Software will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days. Licensee's sole remedy for breach of this warranty shall be, at Licensor's option, repair or replacement of the non-conforming Software, or a refund of the Subscription fees paid for the period during which the Software was non-conforming.

19. FORCE MAJEURE

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason of any event beyond the reasonable control of a party, including acts of God, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party or such other party's officers, employees, agents, or contractors. The affected party shall give prompt notice to the other party and shall use commercially reasonable efforts to mitigate the effects of the force majeure event. If a force majeure event continues for more than ninety (90) days, either party may terminate this Agreement upon written notice, and Licensee shall receive a prorated refund of any prepaid Subscription fees.

20. SURVIVAL

The following Sections shall survive the termination or expiration of this Agreement: Section 1 (Definitions), Section 4.2 (Ownership of Modifications), Section 4.4 (Proprietary Nature of Software), Section 5 (Intellectual Property Rights), Section 9 (Confidentiality), Section 10 (Limitation of Liability), Section 11 (Indemnification), Section 12 (Data Protection and Privacy), Section 13 (Export Compliance), Section 15 (Governing Law and Dispute Resolution), and Section 20 (Survival).

21. SEVERABILITY

If any provision of this Agreement is held to be unenforceable or invalid for any reason, that provision shall be reformed to the extent necessary to make it enforceable and consistent with the intent of the parties, and the remaining provisions shall remain in full force and effect.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Licensor and the Licensee with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by the Licensor.

23. ACCEPTANCE

By downloading, installing, or using the Software, even without explicitly clicking on an "I Agree" button or a similar mechanism, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Agreement.

24. CONTACT INFORMATION

If you have any questions about this Agreement, please contact Stalwart Labs Ltd at:

Stalwart Labs Ltd 128 City Road London EC1V 2NX United Kingdom
hello@stalw.art