



LICENCE AGREEMENT

Total-Applications Digital Architecture Platform & Materials

Version 2.0

Last Updated: February 2026

1. Parties

This Licence Agreement (“Agreement”) is entered into between:

Licensor:

Christopher Williams
Total-Applications Ltd
Plum Tree Farm
Doncaster
DN14 9AG
United Kingdom
chris@total-applications.com

and

Licensee:

The individual or organisation purchasing or accessing the Materials (“Customer”).

By purchasing, accessing, or using the Materials or Platform, the Customer agrees to this Agreement.

2. Definitions

For the purposes of this Agreement:

“Platform” means the Total-Applications digital ecosystem through which documentation, AI tools, governance frameworks, advisory systems, and related services are delivered.

“Materials” means any documentation, reference architectures, frameworks, templates, governance models, digital assets, AI configurations, GPT companions, advisory outputs, or other intellectual property provided by the Licensor, whether relating to AEM, headless systems, AI agents, front-end architecture, enterprise systems, or other digital domains.

“AI Companion” means any AI-assisted advisory system, GPT-based tool, decision-support assistant, or automated advisory configuration provided in connection with the Materials.

“Advisory Services” means optional consultancy, architectural review, retainers, or related expert services contracted separately.

“Licence Tier” means the usage rights selected at the time of purchase (e.g., Individual, Organisation, Enterprise/Partner).

“Authorised Users” means employees or contractors of the Licensee permitted to access the Materials under the selected Licence Tier.

“Effective Date” means the date of confirmed purchase or provision of access.

3. Licence Grant

Subject to payment and compliance with this Agreement, the Licensor grants the Licensee a:

- Non-exclusive
- Non-transferable
- Non-sublicensable
- Limited licence

to access and use the Materials strictly in accordance with the selected Licence Tier.

The Materials are licensed, not sold.
No ownership rights are transferred.

4. Licence Tiers and Permitted Use

The scope of permitted use depends on the selected Licence Tier.

4.1 Individual Licence

Permitted Use:

- Personal professional reference use
- Advisory reference in discussions (read-only)

Not Permitted:

- Internal redistribution within an organisation
 - Hosting on company-wide systems
 - Sharing login credentials
 - Client delivery reuse
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4.2 Organisation Licence

Permitted Use:

- Internal use within the licensed organisation

- Sharing among Authorised Users
- Use as internal architectural baseline
- Inclusion in internal governance documentation

Not Permitted:

- External redistribution
 - Client delivery as standalone documentation
 - Public publication
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4.3 Enterprise / Partner Licence

Permitted Use:

- Internal organisational use
- Client delivery reference
- Proposal inclusion (with attribution where required)
- Internal training use
- AI Companion access (if included)

Not Permitted:

- Resale as a standalone product
 - Removal of attribution
 - Redistribution beyond the defined enterprise scope
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5. AI Companion Access

Where included under the applicable Licence Tier:

- Access may be restricted to named Authorised Users
- Login credentials must not be shared
- Usage metadata may be logged for licence enforcement, security, and system integrity
- Access may be suspended in cases of misuse or breach

The AI Companion:

- Is a decision-support tool only
- Does not provide legal, regulatory, or compliance advice
- Does not guarantee error-free outputs
- Does not replace the Materials as the canonical reference

The Licensee remains responsible for all implementation, regulatory, and compliance decisions.

6. Restrictions

The Licensee shall not:

- Resell or redistribute the Materials
- Publish the Materials publicly
- Remove copyright or attribution notices
- Reverse engineer proprietary AI configurations
- Use the Materials to create a competing commercial product
- Share access credentials outside Authorised Users

Any breach constitutes a material breach of this Agreement.

7. Intellectual Property

All intellectual property rights in the Platform, Materials, and AI Companion remain the exclusive property of the Licensor.

The Licensee may create internal derivative documents solely for internal use within the permitted scope.

No transfer of ownership occurs under this Agreement.

8. Payment Terms

- Fees are payable in advance unless otherwise agreed.
 - All prices are exclusive of VAT or applicable taxes.
 - Non-payment may result in suspension of access.
 - Fees are non-refundable unless required by law.
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9. Advisory Services (Separate Engagement)

Advisory Services:

- Are optional
- Are contracted separately
- May require execution of a Mutual Non-Disclosure Agreement
- Provide interpretation and contextual guidance only
- Do not constitute implementation services
- Do not transfer responsibility for delivery or compliance decisions

Advisory fees are not included in this Licence unless explicitly agreed in writing.

10. Confidentiality

Each party agrees to protect confidential information disclosed in connection with this Agreement.

Where Advisory Services are provided, confidentiality may be governed by a separate NDA.

This clause does not override separately executed confidentiality agreements.

11. Data Protection

Personal data is processed in accordance with the published Privacy Policy.

The Licensor does not act as a data processor of the Licensee's operational data unless explicitly agreed in writing.

12. Disclaimer

The Platform, Materials, and AI Companion are provided "as is."

They represent professional architectural opinion and reference frameworks.

The Licensor does not warrant that:

- The Materials meet specific regulatory requirements
- Implementation will guarantee compliance
- AI Companion outputs will be error-free
- Platform access will be uninterrupted

References to third-party software platforms (including but not limited to Adobe AEM or other vendor products) are for contextual architectural reference only.

The Materials and AI tools are independent advisory resources and are not endorsed by, affiliated with, or supported by any third-party software vendor.

Nothing in this Agreement alters or replaces any vendor licence agreement or support contract.

13. Limitation of Liability

To the maximum extent permitted by law:

Total aggregate liability shall not exceed the total fees paid by the Licensee in the preceding 12 months.

The Licensor shall not be liable for:

- Indirect or consequential losses
- Loss of profit
- Business interruption
- Regulatory penalties arising from implementation decisions

Nothing excludes liability for fraud or matters that cannot legally be excluded.

14. Indemnity

The Licensee agrees to indemnify and hold harmless the Licensor against claims arising from:

- Breach of this Agreement
 - Unauthorised redistribution
 - Misuse of the Materials
 - Regulatory consequences of implementation decisions
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15. Term and Termination

This Agreement remains in effect from the Effective Date until terminated.

The Licensor may terminate immediately upon material breach.

Upon termination:

- Access to the Platform and AI Companion shall cease
 - Use of the Materials must cease
 - Redistribution must stop
 - Archival copies may be retained only for compliance purposes
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16. Updates and Modifications

The Licensor may update the Materials or AI Companion periodically.

Unless otherwise agreed:

- Updates are not guaranteed
 - AI functionality may evolve independently
 - Advisory services remain separate engagements
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17. Assignment

The Licensee may not assign or transfer this Agreement without written consent.

The Licensor may assign rights to a successor entity in connection with business restructuring.

18. Force Majeure

The Licensor is not liable for delays caused by circumstances beyond reasonable control.

19. Entire Agreement

This Agreement, together with:

- The Terms & Conditions
- The Privacy Policy
- Any executed NDA
- Any separate Advisory Services agreement

constitutes the entire agreement between the parties.

20. Governing Law

This Agreement is governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.

21. Acceptance

By purchasing, accessing, or using the Materials or Platform, the Licensee confirms acceptance of this Agreement.