

# HDRI Link Product EULA

Copyright (c) 2019 Greyscalegorilla

## \*\*\* END USER LICENSE AGREEMENT \*\*\*

**IMPORTANT: PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE.**

### 1. LICENSE

By receiving, opening the file package, and/or using HDRI Link("Software") containing this software, you agree that this End User User License Agreement(EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement.

Unless you have a different license agreement signed by Greyscalegorilla your use of HDRI Link indicates your acceptance of this license agreement and warranty.

Subject to the terms of this Agreement, Greyscalegorilla grants you a limited, non-exclusive, non-transferable license, without the right to sub-license, to use HDRI Link in accordance with this Agreement and any other written agreement with Greyscalegorilla. Greyscalegorilla does not transfer the title of HDRI Link to you; the license granted to you is not a sale. This agreement is a binding legal agreement between Greyscalegorilla and the purchasers or users of HDRI Link.

If you do not agree to be bound by this agreement, remove HDRI Link from your computer now and, if applicable, promptly return to Greyscalegorilla by mail any copies of HDRI Link and related documentation and packaging in your possession.

## **2. DISTRIBUTION**

HDRI Link and the license herein granted shall not be copied, shared, distributed, re-sold, offered for resale, transferred or sub-licensed in whole or in part except that you may make one copy for archive purposes only. For information about redistribution of HDRI Link contact Greyscalegorilla.

## **3. USER AGREEMENT**

### **3.1 Use**

Your license to use HDRI Link is limited to the number of licenses purchased by you. You shall not allow others to use, copy or evaluate copies of HDRI Link.

### **3.2 Use Restrictions**

You shall use HDRI Link in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of HDRI Link together with material that is pornographic, racist, vulgar, obscene, defamatory, libelous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

Each licensed copy of HDRI Link may be used on one single computer location by one user. Use of HDRI Link means that you have loaded, installed, or run HDRI Link on a computer or similar device. If you install HDRI Link onto a multi-user platform, server or network, each and every individual user of HDRI Link must be licensed separately.

You may make one copy of HDRI Link for backup purposes, providing you only have one copy installed on one computer being used by one person. Other users may not use your copy of HDRI Link . The assignment, sublicense, networking, sale, or

distribution of copies of HDRI Link are strictly forbidden without the prior written consent of Greyscalegorilla. It is a violation of this agreement to assign, sell, share, loan, rent, lease, borrow, network or transfer the use of HDRI Link. If any person other than yourself uses HDRI Link registered in your name, regardless of whether it is at the same time or different times, then this agreement is being violated and you are responsible for that violation!

If licensee received HDRI Link through process of annual subscription, and the aforementioned subscription is cancelled, Licensee will no longer be able to use the HDRI Link and is immediately required to delete/uninstall HDRI Link from all devices.

### **3.3 Copyright Restriction**

This Software contains copyrighted material, trade secrets, and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile HDRI Link. Nor can you create any derivative works or other works that are based upon or derived from HDRI Link in whole or in part.

Greyscalegorilla's name, logo and graphics file that represents HDRI Link shall not be used in any way to promote products developed with HDRI Link. Greyscalegorilla retains sole and exclusive ownership of all right, title and interest in and to HDRI Link and all Intellectual Property rights relating thereto.

Copyright laws and international copyright treaty provisions protect all parts of HDRI Link, products and services. No program, code, part, image, audio sample, or text may be copied or used in any way by the user except as intended within the bounds of the single user program. All rights not expressly granted hereunder are reserved for Greyscalegorilla.

### **3.4 Limitation of Responsibility**

You will indemnify, hold harmless, and defend Greyscalegorilla, its employees, agents, and distributors against any and all claims, proceedings, demand, and costs resulting from or in any way connected with your use of Greyscalegorilla's Software.

In no event (including, without limitation, in the event of negligence) will Greyscalegorilla, its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, HDRI Link or the use or inability to use HDRI Link or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

Greyscalegorilla's entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the Software (maximum being the lesser of the amount paid by you and the suggested retail price as listed by Greyscalegorilla) in exchange for the return of the product, all copies, registration papers and manuals, and all materials that constitute a transfer of license from the customer back to Greyscalegorilla.

### **3.5 Warranties**

Except as expressly stated in writing, Greyscalegorilla makes no representation or warranties in respect of this Software and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

### **3.6 Governing Law**

This Agreement shall be governed by the law of the United States applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the United States therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

### 3.7 Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease the use of HDRI Link and destroy all copies of HDRI Link supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

## 4. DISCLAIMER OF WARRANTY

**THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. THIS DISCLAIMER CONCERNS ALL FILES GENERATED AND EDITED BY HDRI Link AS WELL.**

## 5. Consent of Use of Data

You agree that Greyscalegorilla may collect and use the information gathered in any manner as part of the product support services provided to you, if any, related to HDRI Link. Greyscalegorilla may also use this information to provide notices to you which may be of use or interest to you.