

# Gaea 2.0 End-User License Agreement

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE INSTALLING OR USING QUADSPINNER GAEA.

This End-User License Agreement (hereinafter referred to as "Agreement") is a legal Agreement between you, the end-user ("you"), and QuadSpinner, a company registered at PO Box 105, Questa, New Mexico 87556, USA ("QuadSpinner").

By installing, copying, or otherwise using QuadSpinner Gaea software ("Software"), you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the Software.

## 1. GRANT OF LICENSE

QuadSpinner grants you a non-exclusive, non-transferable license, perpetual to use the Software solely for your personal or internal business purposes.

You may not rent, lease, lend, sell, redistribute, sublicense, or transfer the Software or any copies of the Software.

You may not modify, adapt, translate, reverse engineer, decompile, or disassemble the Software.

You may not use license keys, serial numbers, or license files in any form other than those provided by QuadSpinner. You may not circumvent the licensing system, directly or indirectly, or through exploiting flaws within the software that allow unlicensed use of the software.

Any content produced by the Software, including visuals and exported files shall be collectively referred to as "Assets".

**1.1. Interactive End-Product.** You are prohibited from using Software or Assets for interactive end-products aimed at terrain generation or modification as a primary or very prominent purpose. A custom license may be obtained from QuadSpinner to enable such usage.

**1.2. AI Training.** You are prohibited from using Software or Assets to train artificial intelligence (AI) systems, including but not limited to machine learning models, LLMs, or similar, without prior written consent from QuadSpinner.

**1.3 Community Edition.** You may use the Community Edition of Software without a license for non-commercial purposes, including but not limited to Assets.

**1.3. Indie Edition.** The Indie Edition of Software is restricted to individuals or entities whose annual gross revenue or capital does not exceed USD \$100,000 (one hundred thousand).

**1.4. Professional Edition.** The Professional Edition is restricted to individuals or entities whose annual gross revenue or capital does not exceed USD \$1,000,000 (one million).

**1.5. Government And Military.** Government agencies, including any branch of the military, or their subcontractors are restricted to using the Enterprise Edition. Software cannot be used for military purposes unless a specific military license is obtained from QuadSpinner.

**1.6 Educational License.** If your Indie or Professional License is marked as an Educational edition, then you may not use Software or Assets for commercial purposes. Prizes, awards, scholarships, or any educational rewards, including monetary rewards, acquired from use of Software or Assets are exempt from non-commercial use.

## **2. OWNERSHIP**

The Software and all intellectual property rights therein are and shall remain the sole and exclusive property of QuadSpinner and its licensors. This Agreement does not grant you any rights to use the trademarks, service marks, or logos of QuadSpinner.

Assets shall be the sole property of you, the user. You may use and distribute such Assets as you see fit, provided it follows the terms of Section 1.

## **3. LICENSING AND ACTIVATION**

Infrequent internet access is required for activation and usage of Software. You must permit Gaea to connect to the internet at least once every 28 days to refresh the license. Offline licenses may be used to bypass this requirement. QuadSpinner may issue such Offline licenses at its discretion and for a possible additional cost.

## **4. DATA COLLECTION**

The Software may collect crash logs, system information, and anonymous usage statistics to improve the Software and provide Technical Support to you. This data will not include personal information. If personal information is found, it will be discarded. These conditions do not apply if there is a breach of Section 1, 2, or 3.

## **5. WARRANTY**

The Software is provided "as is" without warranty of any kind. QuadSpinner and its licensors hereby disclaim all warranties, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **6. REMEDY**

QuadSpinner will make reasonable efforts to rectify incorrect behavior, technical issues, or other unsatisfactory aspects of the software within a reasonable

timeframe. QuadSpinner may also, at its discretion, choose to not rectify any aspect of Software.

Software license is granted perpetually and as such QuadSpinner will not offer refunds. If QuadSpinner chooses to terminate the Agreement as per Section 9, then QuadSpinner may, at its discretion, choose to refund the sale.

## **7. LIMITATION OF LIABILITY**

In no event shall QuadSpinner or its licensors be liable for any damages (including, without limitation, lost profits, business interruption, or lost information) arising out of the use or inability to use the Software, even if QuadSpinner has been advised of the possibility of such damages. In no event shall QuadSpinner's liability exceed the amount paid by you for the Software.

## **8. INDEMNITY**

QuadSpinner indemnifies you against all losses, costs, expenses, liabilities or any demands or claims, whether arising in contract, tort (including in each case negligence), or equity or otherwise that it may incur, or which may be brought against it by a third party arising out of an infringement or alleged infringement of third-party rights by QuadSpinner.

## **9. TERMINATION**

This Agreement is effective until terminated. QuadSpinner may terminate this Agreement at any time if you fail to comply with any of the terms and conditions of this Agreement. Upon termination, you must immediately destroy all copies of the Software.

## **10. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New Mexico, USA, without regard to its conflict of laws provisions. Any suit, action, or proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of New Mexico, United States.

## **11. UPDATES TO AGREEMENT**

The terms of this Agreement may be updated in the future without notice. However, you retain the right to keep using the Software under the previously agreed-upon version of the Agreement as long as you do not update to a newer version of the Software that is covered by the new terms.

## **12. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between you and QuadSpinner and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and QuadSpinner. If any provision of this Agreement is found to

be invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the remaining provisions shall remain in full force and effect.

Copyright © 2024 QuadSpinner. All Rights Reserved. Portions may be copyright by other entities as described in the Open-Source Declaration on <https://quadspinner.com/legal>

In case you have any questions or need clarifications for any terms, you should not install or use the software without first contacting **support@quadspinner.com**.