

# Gaea End-User License Agreement

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE INSTALLING OR USING QUADSPINNER GAEA. INSTALLATION OR USE OF QUADSPINNER GAEA IMPLIES AGREEMENT WITH THIS END-USER LICENSE AGREEMENT.

This End-User License Agreement applies to all versions of the Software released on or after July 1, 2025, until it is superseded by a subsequent agreement.

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.

All content produced by the Software, including but not limited to visuals and exported files, shall be collectively referred to as "Assets."

## 1. GRANT OF LICENSE

QuadSpinner grants you a non-exclusive, non-transferable, perpetual license to use the Software solely for your personal or internal business purposes, subject at all times to the terms and conditions of this Agreement.

You shall not rent, lease, lend, sell, redistribute, sublicense, or transfer the Software or any copies thereof. You shall not modify, adapt, translate, reverse engineer, decompile, or disassemble the Software.

You shall not use license keys, serial numbers, or license files other than those lawfully provided by QuadSpinner. You shall not circumvent or attempt to circumvent the licensing system, whether directly, indirectly, or by exploiting any flaws to enable unlicensed use.

### 1.1. Limitation of Use.

For non-Enterprise Edition users, the Software may be installed on up to two machines and used simultaneously, provided it is used solely by the individual licensee and not shared with others.

For Enterprise Edition licenses, usage is limited to the purchasing organization. The number of simultaneous users must not exceed the total number of licenses purchased. Each user or device accessing the Software requires its own valid license.

### 1.2. Interactive End-Product.

You may not use the Software or Assets in any interactive end-product whose primary or prominent purpose is terrain generation or modification. To enable such usage, you must obtain a custom license from QuadSpinner. This restriction does not apply to Video Games, Interactive Visualizations, or other interactive end-products where terrain generation or modification is incidental or not a primary user-accessible feature.

### **1.3. Artificial Intelligence.**

#### **1.3.1. Prohibition on Derivative Works for Competing Tools**

You shall not use the Software or Assets to develop, train, or improve any tool, product, or service that competes with or replicates the functionality of the Software.

#### **1.3.2. No Data Mining or Scraping.**

You shall not mine, scrape, extract, or analyze the Software or Assets for the purpose of developing or training any technology, service, or model, including AI systems, that competes with or replicates the Software.

#### **1.3.3. No Automated Access.**

You shall not use bots, scripts, automated systems, or any other means to access, analyze, interact with, or monitor the Software or Assets for competitive, analytical, or replication purposes. This restriction does not apply to automation used solely for licensed rendering, internal production pipelines, or asset integration.

#### **1.3.4. Restrictions on AI Training.**

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

#### **1.3.5. Indemnification.**

You agree to indemnify, defend, and hold harmless QuadSpinner, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from your breach of these restrictions, including but not limited to any misuse of the Software or Assets in AI training or deployment.

### **1.4. Edition-based Restrictions and Requirements.**

#### **1.4.1. Community Edition.**

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

#### **1.4.2. 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).

#### **1.4.3. 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).

#### **1.4.4. Enterprise Edition.**

The Enterprise Edition is required for individuals or entities whose annual gross revenue or capital exceeds USD \$1,000,000.

### **1.5. Government and Military.**

Government agencies, including any branch of the military, or their subcontractors are restricted to using the Enterprise Edition. In addition, such users must acquire licenses explicitly marked and approved for Government and Military use through QuadSpinner's store or authorized channels. These licenses may include additional terms and surcharges. The Software may not be used for military purposes without such an approved license.

### **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.

### **1.7. Classroom License.**

The Classroom License is designed for accredited universities, colleges, schools, and private educational institutions ("Institution") to deploy the Software for instructional use as part of their curriculum.

#### **1.7.1. Scope of Use.**

The Institution may deploy the Software on campus workstations, lab computers, or issue time-limited licenses to enrolled students and faculty for personal use, including hybrid and remote learning.

#### **1.7.2. License Duration and Management.**

Student-issued licenses under the Classroom License's Remote License add-on may have validity periods of up to six (6) months. Renewals are permitted via the Classroom Control Panel. Institutions are required to

deactivate licenses for students who have completed their coursework or are no longer authorized users.

#### **1.7.3. Responsibility for Issued Licenses.**

The Institution is solely responsible for all license keys generated and issued under its Classroom License account. Institutions must ensure that license keys are only issued to eligible students or faculty for academic use in accordance with this Agreement. Institutions shall not sell, transfer, or distribute Classroom License keys for any commercial or non-instructional purpose.

#### **1.7.4. Control Panel Use.**

Licenses must be generated, managed, renewed, and revoked through QuadSpinner's Classroom Control Panel or any other system designated by QuadSpinner. The Institution is responsible for maintaining the security of its Classroom Control Panel credentials and secret key.

#### **1.7.5. Non-Transferability.**

Classroom Licenses are non-transferable outside the Institution. Students and faculty receiving licenses are granted use solely for academic purposes and are bound by the terms of this Agreement.

### **1.8. Sale of Assets Created with Gaea.**

You may sell or distribute Assets you create with the Software, subject to the following conditions:

#### **1.8.1. Revenue Limitation.**

Your gross retail revenue from sales of such Assets must not exceed USD \$50,000 per calendar year. If your revenue exceeds this threshold, you must obtain a custom license agreement from QuadSpinner.

#### **1.8.2. Attribution Requirement.**

Any public-facing product description for the Assets must include the text: "Assets created with QuadSpinner Gaea."

#### **1.8.3. Definition of Assets.**

For the purposes of this section, **Assets** specifically include meshes, displacement maps, data maps, color maps, or any other output generated from the Software that can be used to recreate a 3D terrain in other applications. This also includes end-results such as still renders, animations, or similar output.

#### **1.8.4. Scope of Restriction.**

This section applies only to retail sales through online marketplaces, online stores, or other similar channels, whether operated by an

individual or an entity. It does not restrict the use of Assets in custom, commissioned, or work-for-hire projects, or as part of delivered work in video games, films, visual effects, or other production workflows where the Assets are integrated into a larger creative work.

## **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. You may acquire Offline licenses 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 remains in effect until terminated. QuadSpinner may terminate this Agreement immediately if you fail to comply with any of its terms and conditions. Upon termination, you must promptly destroy all copies of the Software.

QuadSpinner also reserves the right to terminate this Agreement if a purchase dispute, chargeback, or payment reversal is initiated through any payment provider, bank, credit card issuer, or similar authority.

## **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 © 2025 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**.