

# Terms and Conditions (“Terms”)

Agreement between user and Friendly Shade Inc. as “Friendly Shade”

## Our Licensing Models

Before you add a product into your shopping cart, you will have to decide which of the following licensing models to choose:

### Single User License

This model allows for the use of the licensed material by **one person (a natural person)** doing commercial work generating **less than \$100,000 USD per year** in annual gross revenue (based on latest available completed fiscal year reporting). For the avoidance of doubt: A Single User License may not be used by a corporation, or a party with a turnover of \$100,000 USD or more per year. Nor may a Freelance License be used for projects with a total budget of \$100,000 USD or more.

### Team License

This model allows for the use of the licensed material by **up to 5 users** within one company or other type of enterprise doing commercial work generating **less than \$200,000 USD per year** in annual gross revenue (based on latest available completed fiscal year reporting). For the avoidance of doubt: A Team License may not be used by a corporation, or a party with a turnover of \$200,000 USD or more per year. Nor may a Team License be used for projects with a total budget of \$200,000 USD or more.

### Company License

For any company with gross revenues or funds raised **less than TWO MILLION DOLLARS (\$2,000,000.00)** per year, this model allows for the use of the licensed material by an **unlimited number of users** within the same company or enterprise at a single location (i.e. one building, campus or street address). You are eligible for this license only when you have less than \$2,000,000 USD annual revenue or funds raised, and you are **not affiliated with or funded by a publisher owned or controlled studio**. If You exceed this amount or breach these conditions, you must contact Friendly Shade for a license upgrade.

### Educational License

This model allows for simultaneous use of the licensed material by **up to 50 students** or members of the teaching staff within a single educational institution. Any commercial use beyond a purely educational purpose is prohibited.

### Custom License

If you do not qualify for a license listed above, you may not use the Services under this Agreement but may use the Services under a separate Friendly Shade Custom License. Friendly Shade Custom License is a commercial license provided for entities generating **more than TWO MILLION DOLLARS (\$2,000,000.00) per year** in annual gross revenue (based on latest available completed fiscal year reporting).

Please contact Friendly Shade at [legal@friendlyshade.com](mailto:legal@friendlyshade.com) if you have questions regarding which license you qualify for.

## License Restrictions

You agree to abide by all applicable laws and regulations in using the products (“Products”) provided on the Friendly Shade website (“Site”). You agree not to:

- Attempt to reverse engineer, decompile, translate, or disassemble the Service or related software or materials
- Rent, lease, sell, or transfer the Service, or related software or materials
- Disclose the results of any performance benchmarks of the Service or related software or materials to any third party without Friendly Shade’s prior written consent
- Use the Service for any illegal purpose
- Use the Service in any manner which violates the rights of a third party, including without limitation intellectual property rights (“IP Rights”)
- Take any action that imposes an unreasonable or disproportionately large load on the Service, System or servers.

You may not without specific prior written consent from Friendly Shade:

- Use your own or third-party software to modify any content appearing within the Service or its environment or change how the Service is used.
- Use the Service or any information accessible through the System, to bypass the System login architecture or create or provide any other means through which the System may be accessed, and/or the Services may be used by others.

## Installation/Storage

Licensed content may be stored on a local hard disc as well as local network storage of your computer(s), so long as it doesn't enable third parties outside of the license agreement to access the data (as mentioned above). All licensed content may be used commercially (3-D renderings, illustrations, real-time applications, image processing) with the exception of our Educational License. No additional fees will be charged.

The number of other people who are permitted to use the Service ("Permitted Users") will be determined according to the type of license you have. You may not, under any circumstances, whether intentionally, or through negligence or inaction, allow or enable persons other than the Permitted Users to access your account, unless specifically permitted in writing by Friendly Shade. You hereby accept sole responsibility for all activities that occur under your account.

## Intellectual Property

You acknowledge and agree that all rights in respect of patents, designs, copyright, trademarks, processes, systems, drawings, data, specifications, documents and other like rights relating to the Products and/or the Site or displayed or referred to on the Site are owned by Friendly Shade or, in some cases, third parties.

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We do not grant you any licenses, express or implied, to the intellectual property of Friendly Shade or our licensors except as expressly authorized by these Terms.

The Products must be used only for creating or integrating Products into your own unique creations such as an image, animation or video game (collectively, "Customer Creations"). You must not sell, license or otherwise provide access to Products (modified or in original format) or Customer Creations to third parties. Any breach or attempted circumvention of this clause may result in immediate termination of this Agreement and/or access to the Service permanently suspended and/or even legal proceedings against you

## Indemnification

If Friendly Shade, in its sole discretion, deems that you are misusing your license it may shut down your license and access to the Service effective immediately and terminate this Agreement. Any prohibited use of the Service will result in termination of this Agreement and the License and an obligation for you to compensate Friendly Shade for any and all losses and damages which it incurs, in addition to any other legal remedies available to Friendly Shade, in law or in equity.

You agree to indemnify, defend and hold harmless Friendly Shade, its Affiliates, their respective officers, directors, employees, agents, third parties and their respective successors and assigns from and against all Claims, any losses, costs, liabilities and expenses (including attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Friendly Shade reserves the right, at its own cost but subject to reimbursement by you, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Friendly Shade in asserting any available defenses and pay such costs, fees, judgments and settlements as may be incurred upon demand by Friendly Shade. For purposes of these Terms, an "Affiliate" is any person or party, natural or legal, which, directly or indirectly, owns or controls a party, is owned or controlled by a party, is under common ownership or control as a party, or is a familial relative of a natural party.

## Liability disclaimer

Friendly Shade reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice if you breach these Terms.

## Changes to Terms

Friendly Shade reserves the right, in its sole discretion, to change these Terms. The most current version of these Terms will supersede all previous versions and your continued use of the Site will constitute acceptance of any such amended Terms. Friendly Shade encourages you to periodically review these Terms to stay informed of our updates.

## Royalty Free License

The Products are provided under a royalty-free license which grants you (the user) the right to make use of the Products for personal, educational or commercial purposes as long as those purposes do not violate any of the following:

1. You may not resell, redistribute, modify or repackage the textures without explicit permission from Friendly Shade.
2. You may not use the textures in a logo, watermark or trademark of any kind.

*Effective as of 15th January 2016.*