

# PHOTOMATIXCL LICENSE AGREEMENT

This Agreement (“Agreement”) governs Licensee’s access and use of the Photomatix Command Line Interface (“CLI”). By accessing or using the CLI, Licensee accepts this Agreement.

## 1 Definitions

“**Application**”: Any software applications or services developed by Licensee that utilize or interact with the CLI.

“**CLI**”: The command line interface published under the name “PhotomatixCL” made available by HDRsoft on the <https://hdrsoft.com> website, and related documentation.

“**Credit**”: The unit associated with a Run.

“**HDRsoft**”: The HDRsoft Ltd company incorporated and registered in England and Wales with company number 7563666, whose registered office is at 11 Honeycombe Beach, Bournemouth BH5 1LE, UK.

“**Intellectual Property Rights**”: Any patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

“**Licensee**”: The party accessing or using the CLI, or making the CLI available to any third party, under this Agreement.

“**Run**”: The act of running the CLI to load and process one image, or a set of images taken with multiple exposures, and create one or more processed images.

“**Server**”: A server, machine, computer or local network owned by Licensee, or to which Licensee legally has access.

## 2 Grant of license

2.1 HDRsoft grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license to access and use the CLI to:

(a) download, install and run the CLI on Licensee’s Servers;

(b) allow access to Licensee’s integration of the CLI within the Application to end users of the Application.

2.2 The CLI licensed under this Agreement shall include any error corrections, patches, fixes, updates, upgrades, new releases or new versions subsequently received (if any) of the CLI.

### **3 Restrictions and responsibilities**

- 3.1 Licensee shall not reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the CLI.
- 3.2 Licensee acknowledges that Licensee is solely responsible, and that HDRsoft has no responsibility or liability of any kind, for the content, development, operation, support or maintenance of Licensee's Applications. Licensee will be solely responsible for
- (a) the technical installation and operation of its Applications;
  - (b) creating and displaying information and content on, through or within its Applications;
  - (c) ensuring that its Applications do not violate or infringe the Intellectual Property Rights of any third party;
  - (d) ensuring that Applications are not offensive, profane, obscene or otherwise illegal;
  - (e) ensuring that its Applications do not violate any applicable law or third party right.

### **4 Fees**

- 4.1 Licensee may acquire Credits by subscribing to a monthly plan or purchasing prepaid Credits as set out on the HDRsoft website [here](#).
- 4.2 Licensee will pay HDRsoft the applicable fees for the chosen subscription plan or prepaid Credits.

### **5 Disclaimer of warranties**

Licensee acknowledges that the CLI, including all server and network components, are provided "as is" and on an "as available" basis, without any warranties of any kind to the fullest extent permitted by law, and HDRsoft expressly disclaims any and all warranties relating to the CLI, express or implied, including, but not limited to, any warranties against infringement of third party rights, merchantability and fitness for a particular purpose. Licensee acknowledges that HDRsoft does not warrant that the CLI will be uninterrupted, timely, secure, error-free, or free from viruses or other malicious software, and no information or advice obtained by Licensee from HDRsoft will create any warranty not expressly stated in this agreement.

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- 6.1 Under no circumstances shall HDRsoft be liable to Licensee or any third party for any lost profits, lost sales or business, lost data, business interruption, loss of goodwill, or for any type of indirect, incidental, special, exemplary, consequential, or punitive loss or damages, or any other loss or damages in connection with this Agreement or the CLI.

- 6.2 Notwithstanding anything to the contrary in this agreement, HDRsoft's aggregate liability to licensee or any third party arising out of this agreement will in no event exceed one hundred US dollars (USD100.00). Any claim arising out of or relating to this agreement must be brought within one year of the first event or occurrence giving rise to the claim.
- 6.3 The provisions of this clause 6 shall survive termination or expiry of this Agreement and continue indefinitely.

## **7 Indemnities**

Licensee shall defend, indemnify and hold harmless HDRsoft against all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys' fees), arising from of or in connection with

- (a) Licensee's use of the CLI; or
- (b) the use of the Application by any third party or end user, including any claim that the Application infringes a third party's Intellectual Property Rights or violates applicable law.

## **8 Term and termination**

This Agreement shall commence upon Licensee accessing or using the API and will remain in effect until terminated. Either party may terminate this Agreement at any time, for any reason.

## **9 Governing law**

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.