End-User License Agreement for Starry Night Software Provided by VanGogh Imaging

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and VanGogh Imaging, Inc. ("VanGogh Imaging") of this Software for the software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT").

If a separate EULA is provided by VanGogh Imaging in conjunction with specific software, then the specific EULA shall govern in favor of this EULA.

By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bounded by the terms of this EULA.

If you do not agree to the terms of the EULA, do not install or use the SOFTWARE PRODUCT.

SOFTWARE PRODUCT LICENSE

This software is being distributed for personal, commercial use, non-profit organization, and educational purposes. You are NOT allowed to distribute this SOFTWARE PRODUCT as a stand-alone product or as part of a larger system.

GRANT OF LICENSE

This EULA grants you the following rights: Installation and Use. You may install and use an unlimited number of copies of the SOFTWARE PRODUCT. Every copy of the SOFTWARE PRODUCT requires a unique key which is directly associated to a single specific 3D sensor. A unique key is provided to you with each copy of the SOFTWARE PRODUCT and is required to run the SOFTWARE PRODUCT. Therefore, if you purchase multiple products from VanGogh Imaging and take delivery of multiple sensors, you will receive a unique key for every sensor you we provide you. You may not attempt to decrypt the key or try to find a work-around to make duplicate keys.
DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

Limitations on Reverse Engineering, Decompilation, Disassembly and change (add, delete or modify) of the resources in the compiled assembly: You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Software Transfer

Transfer of this SOFTWARE PRODUCT is prohibited.

Termination

Without prejudice to any other rights, VanGogh Imaging may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

COPYRIGHT

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, clipart, libraries, and examples incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by VanGogh Imaging. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material.

LIMITED WARRANTY

NO WARRANTIES

VanGogh Imaging expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or noninfringement. The entire risk arising out of use or performance of the SOFTWARE PRODUCT remains with you.
NO LIABILITY FOR DAMAGES

In no event shall VanGogh Imaging be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if VanGogh Imaging is aware of the possibility of such damages and known defects.