



**File:** Physit! is a 3dsMax powertool designed for organizing, processing, exporting models and PhysX data from 3dsMax for use in T3D.

**Author:** eb, gameartstore.com

**Licensing:** Indie and commercial licenses are per seat.

Studio and Educational licenses are drafted per request.

Contact [support@gameartstore.com](mailto:support@gameartstore.com) for more information

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- You can complete as many productions as you like \*within the scope of your specific EULA type
  - You do need to have the correct license type purchased and follow the EULA that is specific to that license type
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## What license type do you need ?

### How do I know if I am able to use the “indie developer” licensing ?

If..

- You are the head/or/member of a team/or/company that makes less than \$250k(usd) a year..
- If you work on your own and your game/software sales are less than \$250k(usd) a year
- You are strictly creating content for a PC/Mac game/or/software .
- You are working as a team member , not working on a contract basis(meaning you are not outsourced help)
- Your game/team/studio is \*not funded by a source outside of the team
- You can \*not use Physit! to create packages of PhysX models to sell. (You will need the commercial license for this.)
- [ You will remain aware of the factors that would cause you to pay for an upgraded license. ..And if so needed, you will purchase the upgrade before proceeding to use the tool in such a manner as stipulated in the Commercial license.]

### How do I know if I need a “commercial license” ?

- If you/your team/company/business/entity have revenue of more than 250k(usd) a year
- If you/your team/company/business/entity receives funding from an outside source
- If you/your team/company/business/entity are developing for any platform such as PC(windows)/Mac(Macintosh), Iphone, portable devices, console systems ..etc
- If you/your team/company/business/entity would like to act as an outsourced employee/contractor
- If you/your team/company/business/entity would like to create & sell ‘content packs’ using Physit!

### Is it possible to receive studio licensing ?

- Yes.. contact: [support@gameartstore.com](mailto:support@gameartstore.com)

### Is it possible to receive educational licensing ?

- Yes.. contact: [support@gameartstore.com](mailto:support@gameartstore.com)

## The sections for EULAs of Physit!:

By having Physit! installed, you have agreed to be bound by your specific license type’s EULA. This is noted on Physit!’s splash screen that is shown ‘at first run’ and ‘during every running of Physit! prior to a license install’.

# Independent Developer EULA

## 1. Definitions:

- a "You" stands for "Licensee"(Your person /business/entity)
- b "Licensee" is the end user of the product.
- c "Physit!" is a 3dsMax powertool designed for organizing, processing, exporting models and PhysX data from 3dsMax for use in T3D.

## 2. Grant of license:

Your license is bound to your choice of Network hardware. This means that you can move your Physit! tool to a new system as long as that adapter/hardware component follows.

If you want to use 1 Physit! license on several workstations, you can have your license bound to a wireless thumb unit. If such is the case, your license can float with the wireless thumb. If you do not use a wireless thumb or a moveable networking device, then a separate license can be purchased for each workstation.

(Upgrading your Max Version will not cause your Physit! license to break if you have a license bound to your Networking device.)

## 3. Restrictions:

- You can **not** dissect or 'cut and paste' any portion of the Physit! package for any reason
- You can **not** create a competing product from the knowledge learned by using Physit!
- You can **not** dispense Physit! in any form. The license is non-transferable.
- You can **not** use your Indie license for software for any other platforms than PC/Mac desktops and laptops . (A commercial license is needed for but not limited to: Iphone, portable devices, consoles ..etc)
- You can **not** create 'content packs' of Physics models using Physit! ..or packs that include data created by Physit!
- You can **not** work as a contractor or as an outsourced worker without a commercial license

## 4. Disclaimer:

Physit! is provided "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties or merchantability, fitness for a particular purpose, or noninfringement.

The entire risk arising out of use or performance of Physit! remains with the licensee.

In no event shall the creator or the sellers of Physit! be liable for any damages whatsoever arising out of the use of or inability to use this Software product.

## 5. Extended Agreement:

You must place a "G.A.S." image on your "credits" screen for any package/software/showcase/presentation created using Physit!. ( A package of images is downloadable from GameArtStore.com ) The "credits screen" must be easily accessible and noticeable to the end user of your product. If you do not plan to have a "credits screen", then the image can be added to a "splash screen" where as the addition of said image does not hinder or break your use of another application/sdk/tools EULA. The image can not be reduced in resolution quality(blurring sharpening effects) and if resized the text needs to remain legible.

- This section of the agreement can be waived for a fee.

**\*\*This license agreement is subject to change.\*\***

■ END INDEPENDENT LICENSE SECTION

# Commercial Developer EULA

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- You can use your license to create software/or/assets for any platform
- You can create 'content packs' of Physics models using Physit! ..or content packs that include data created by Physit!
- You can work as a contractor or as an outsourced worker with the commercial license

## 3. Restrictions:

You can **not** dissect or 'cut and paste' any portion of the Physit! package for any reason

You can **not** create a competing product from the knowledge learned by using Physit! or by being a licensee of Physit!.

You can **not** dispense Physit! in any form. The license is non-transferable.

## 4. Disclaimer:

Physit! is provided "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties or merchantability, fitness for a particular purpose, or noninfringement.

The entire risk arising out of use or performance of Physit! remains with the licensee.

In no event shall the creator or the sellers of Physit! be liable for any damages whatsoever arising out of the use of or inability to use this Software product.

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