

RAT GUI

GENERAL TERMS AND CONDITIONS

Last Updated: 18 February 2026

These general terms and conditions ("**Terms**") are part of the Agreement between Customer and Licensor and apply to offers for and subscriptions to Software and/or Services by Little Beast Software B.V. ("**Licensor**"). Individuals that accept these Terms do so on behalf of Customer. Do not use the Software or Services if you do not agree with these Terms.

1. Definitions

In these Terms, capitalised terms shall have the following meaning in the table below or where specified elsewhere in the Terms:

Definition	Meaning
Additional Services	any Services requested by Customer or provided by Licensor that are not included in the scope of the Services as set out in the Agreement, including but not limited to custom feature development, integration work, or on-site assistance.
Affiliate	in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party; and Control means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.
Agreement	any quotation issued by Licensor and accepted by Customer, and any resulting order and/or agreement for the licensing and/or supply of the Software and/or Services, in each case incorporating these Terms.

Confidential Information	the information of a disclosing party (whether in oral, written, or electronic form) which is of a non-public and confidential nature, including (i) the contents of the Agreement and any other agreement or arrangement contemplated by the Agreement, (ii) information relating to the technical processes, computer software, technology, and systems, or security systems of the disclosing party and its Affiliates, (iii) information, including models, screenshots, and data, sent by Customer or authorized end-users of the Software to Customer Support to facilitate support requests; and (iv) any information which is expressly indicated to be confidential, or is imparted by the disclosing party or any of its Affiliates, in circumstances which any reasonable commercial person would be expected to regard as confidential (including information concerning the disclosing party's or its Affiliates' business operations or affairs, research and development efforts, inventions, know-how, drawings, models, recipes and formulae, products, processes, techniques, equipment, marketing, market opportunities, plans, intentions, relationships with suppliers and customers, finances, personnel, computer software, and algorithms).
Customer	the professional customer specified in the Agreement.
Customer Data	any data, files, models, materials or other content that Customer (or its end-users) inputs into, processes with, stores in, or generates through use of the Software.
Documentation	the documentation for the Software available at: https://rat-gui.com/tutorials.html
Individual Use Terms	Licensor's Individual Use Terms available at: https://rat-gui.com/licenses.html
Feature	any additional module, add-on, plug-in, functionality, capability or service component that Licensor may from time to time make available in connection with the Software, including beta, preview or experimental functionality, whether provided as part of a Software Release or separately.
Floating License	the licensing model that Rat GUI operates under. This means that a single license key may be installed on multiple devices and used by multiple users, but only one active instance of Rat GUI may run at any given time.

Intellectual Property Rights or IPR	in any jurisdiction throughout the world, copyrights and related rights, moral rights, rights in computer code and programs and all related documentation, database rights and compilations, patents, including divisionals, continuations, continuations-in-part and foreign equivalents thereof, industrial designs, utility models, supplementary protection certificates, petty patents, design rights, trademarks, service marks, trade names, trade dress, and other indicia of origin, rights in internet addresses and domain names, rights in undisclosed or confidential information, know-how (such as the know-how, trade secrets, inventions and other rights in Confidential Information or proprietary information), and other rights of a similar nature, in each case whether registered or unregistered and including all applications (or rights to apply) for (and for renewals and extensions of such rights) such rights, as may now or in the future subsist anywhere in the world and all goodwill associated with them throughout the world.
License	the license to access and use the Software as specified in the Agreement.
License Count	the Customer purchases a specific number of Floating Licenses. The License Count defines the maximum number of simultaneous instances of Rat GUI that may be active at any moment.
Licensor	Little Beast Software B.V., with registered office at Berg 15, 6021RW Budel, The Netherlands, commercial register number KVK 96399651.
Maintenance Update	any modification within the specification of the current Software Release, in the form of patches, bug fixes, hot fixes to correct errors, faults, bugs or defects in the Software. A Maintenance Update is signified in Software Release nomenclature as the third figure/letter e.g., Z in the following example x.y. Z .
Major Upgrade	significant changes to the Software that incorporate functionality changes and that require either (i) a complete rewriting of the code; or (ii) a completely new installation of the Software; or (iii) changes in the data structure which require complete data migration from the old version of the Software to a new version. A Major Upgrade is signified in Software Release nomenclature as the first figure/letter e.g., X in the following example X .y.z.
Minor Upgrade	required modifications to the current Software Release because of changes to the hardware specification and/or process elements that enhances system performance and/or functionality. A Minor Upgrade is signified in Software Release nomenclature as the second figure/letter e.g., Y in the following example x. Y .z.
Object Code	computer software programs in machine-readable format.

Open Source Software	any software component that is licensed under an open source license and is included in, embedded in, distributed with, or otherwise made available for use in connection with the Software and/or the Documentation.
Services	services including any customization or training.
Software	the software as specified in the Agreement.
Software Release	a Software release in the form of a Maintenance Update, Minor Upgrade, or Major Upgrade.
Source Code	computer software programs in human-readable format, which can be converted by a compiler into Object Code.
Subscription Fees	the license fees for the Software specified in the Agreement.
Subscription Term	the subscription term for the License as specified in the Agreement.

2. General

- 2.1. The version of the Terms applicable as of the effective date of an Agreement will apply. Licensor may from time to time amend these Terms, the Documentation and/or any policies or additional terms referenced in the Agreement (including any third-party terms applicable to the Software) by posting an amended version on its website (<https://rat-gui.com/licenses.html>) and will notify Customer of such amendments at least thirty (30) days before they become effective. If Customer does not agree to a material change, Customer may object in writing within this 30-day period. If the parties cannot reach agreement before the end of this period, Customer's only remedy will be that Customer may terminate the Agreement by written notice, effective as of the date the material change would otherwise take effect, and Customer shall cease use of the Software and/or Services as of that date. Customer's continued use of the Software and/or Services after the 30-day period constitutes acceptance of the amended version.
- 2.2. Customer is responsible for all information it provides to Licensor in connection with the Agreement (including information used for a quotation/order) and warrants that such information is complete and accurate. Licensor may rely on the completeness and accuracy thereof. Customer acknowledges that inaccurate or incomplete information may adversely affect Licensor's ability to perform its obligations and/or provide support.
- 2.3. Customer shall be fully responsible for its employees, contractors, representatives and any other persons to whom it provides access to the Software and/or Services. Customer shall ensure that such persons comply with the Agreement (and, where applicable, the Individual Use Terms) as if they were Customer. Any act or omission by such persons shall be deemed an act or omission of Customer.
- 2.4. Licensor may provide Customer, at Licensor's discretion, with a free trial subscription or free versions of the Software, subject to these Terms. A free trial license constitutes a limited, temporary, non-exclusive, non-transferable right to use the Software solely for

evaluation purposes during the trial period specified by Licensor. During the free trial license Customer shall not use the Software for any commercial or scientific use. No support obligations apply. Any free trial license terms ends automatically without further notice. The functionalities of the Software may be limited during the trial period. Licensor reserves the right at any time to cancel, modify or charge for further use of the Software after the trial period.

3. Performance of Services

- 3.1. Where the parties have agreed on specific deliverables under the Services (e.g., customization or training), Customer shall notify Licensor in writing of any material non-conformity within seven (7) calendar days after completion or delivery of the relevant Services. If no such notice is received within this period, the Services shall be deemed accepted as conforming to the Agreement.
- 3.2. Licensor may at any time modify, update, replace or discontinue elements of the Software (including any Software Release), the Documentation and/or the Services, provided that such changes do not materially reduce the core functionality or performance of the Software and/or Services. Licensor may implement such changes automatically without prior notice, unless otherwise required by applicable law or regulation.
- 3.3. Licensor may, without prior notice, implement changes that are required due to (i) changes in applicable laws, regulations or standards, (ii) emergency situations (including security vulnerabilities), (iii) incorrect or incomplete information provided by Customer, or (iv) any breach by Customer of the Agreement. Licensor may adjust its warranty and/or support obligations to the extent a change is necessitated by any of the foregoing circumstances. Where a change results in Additional Services, Licensor may charge additional fees, provided that Licensor notifies Customer in advance where reasonably practicable.
- 3.4. Licensor may from time to time make available a Software Release. Software Releases are governed by the Agreement and may be made available through Licensor's website or otherwise as communicated by Licensor.
- 3.5. Features are not included in the License unless expressly stated in the Agreement. Licensor may from time to time make Features available separately and may charge separate fees for access to and/or use of any Feature. If Licensor makes a Feature available free of charge or on a trial or evaluation basis, this does not create any right, entitlement or legitimate expectation that the Feature will remain available, or remain available free of charge. Licensor may at any time modify, restrict, suspend, discontinue and/or start charging fees for any Feature.
- 3.6. Customer acknowledges and agrees that its purchase of a subscription under the Software and/or Services is not contingent on the delivery of any future functionality or Features by Licensor.

4. Licenses

- 4.1. Subject to the terms of the Agreement, including to the (timely) payment of all License Fees, Licensor grants to Customer, and Customer accepts, a non-exclusive, non-transferable and non-sublicensable (except as expressly permitted under the Agreement) limited license to download, install and use the Software in Object Code form during the Subscription Term, solely for Customer's internal business purposes and in accordance with the Documentation and the Customer's License Count.
- 4.2. For the avoidance of doubt, no rights are granted to the Software's Source Code or any underlying software, and all rights not expressly granted are reserved by Licensor.
- 4.3. Except to the extent expressly permitted by applicable law, Customer shall not, and shall not permit any third party to, do any of the following with respect to the Software or Documentation (including any Source Code or technical components of the Software):
 - 4.3.1. sublicense the Software, except as expressly permitted under the Agreement.
 - 4.3.2. use the Software other than in Object Code form. No license to the Source Code is granted under the Agreement.
 - 4.3.3. access or attempt to access the underlying Software or Source Code.
 - 4.3.4. transfer the License (which is personal to Customer and non-transferable) except as expressly permitted under the Agreement.
 - 4.3.5. exceed the License Count at any given time.
 - 4.3.6. conduct any load testing, benchmarking, penetration testing, security assessment or vulnerability scanning on the Software without Licensor's express prior written permission, referencing the Agreement.
 - 4.3.7. use the Software and/or Services for any unlawful activity, or upload, process or otherwise use any data or content that is illegal or for which Customer does not have the rights or permissions required.
- 4.4. Upon payment of the Subscription Fees, the Software may be downloaded/accessed through activation of the applicable license key.
- 4.5. Customer obtains only the limited rights expressly granted under the Agreement with respect to the Software and the Documentation. The Software and the Documentation are licensed, not sold. Customer does not and shall not acquire any right, title or interest in or to the Software or the Documentation, nor any related Intellectual Property Rights, other than the limited license rights expressly granted under the Agreement.

5. Source Code

The Source Code of the Software is confidential and is Licensor's protected trade secret. Customer shall not (and shall not allow others to) modify, reverse engineer, decompile, disassemble, create derivative works based in whole or any part of, the Software, or otherwise decipher, adapt or tamper with any portion of the Software, nor attempt to

do any such things unless this restriction is prohibited by applicable law or these activities are permitted by the licensing terms governing use of any open-sourced components. Reproduction and/or redistribution of any portion of the Software and the Documentation is specifically prohibited in the absence of a separate written agreement with Licensor. Customer shall only use the Software for normal use as described in Licensor's specification. Customer may not: (i) copy (except to the limited extent permissible under applicable law or for normal operation of the Software), reproduce, translate, adapt, vary, or modify the Software and the Documentation, nor communicate it to any third party, without Licensor's prior written consent; (ii) rent, lease, sub-license, loan, translate, merge, adapt, vary, or modify the Software and the Documentation; or (iii) remove, adapt, or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software and the Documentation or on the medium on which it resides.

6. Customer's Undertakings

6.1. Customer shall:

6.1.1. comply with the minimum technical and performance requirements set out in the specification for the Software and with Licensor's reasonable instructions in relation to the use of the Software;

6.1.2. comply at all times with its obligations under and in connection with the Agreement;

6.1.3. use the latest and most up to date version of the Software Release and the Documentation issued by Licensor;

6.1.4. provide such information and assistance as Licensor may reasonably require for it to perform its obligations and exercise its rights under the Agreement;

6.1.5. ensure all information provided to Licensor is complete and accurate; and

6.1.6. comply with any third party license terms to which the Software may be subject, as further described in Clause 17.

7. Support

- 7.1. Licensor shall provide Customer with a reasonable level of support, primarily by e-mail. All support requests must be submitted by e-mail to info@rat-gui.com.
- 7.2. Support is available on business days between 09:00 and 17:00 (CET), excluding weekends and Dutch public holidays. Licensor will use reasonable efforts to respond to support requests within three (3) Business Days. Any response times and other service statements in the Agreement are “reasonable efforts” only and do not constitute strict deadlines or hard obligations.
- 7.3. Customer may report suspected bugs or defects by e-mail to info@rat-gui.com. Where Licensor confirms that a reported issue constitutes a bug or defect in the Software, Licensor will use reasonable efforts to provide a fix as soon as reasonably practicable, which may be made available through an update and/or by making a new Software Release available for download via Licensor’s website.
- 7.4. If Customer requires information from Licensor to achieve interoperability of the Software with other software, Customer shall submit a written request specifying the purpose and the exact technical information required. Licensor will inform Customer of its decision within a reasonable period, including any conditions (and any reasonable fees) on which such information and/or access is provided.

8. Additional Services

- 8.1. Additional Services are not included in the License Fee for the Software and/or Services agreed under the Agreement. Any Additional Services will be performed on the basis of a separate quotation or agreement between the parties, subject to the Agreement (including these Terms). Licensor has no obligation to accept any request for Additional Services.
- 8.2. Licensor will charge Additional Services on a time-and-materials basis at Licensor’s then-current professional services rates.

9. Fees/Payment

- 9.1. All prices and fees are in Euros (EUR) and exclude VAT and any other taxes, duties, levies or charges, present or future, imposed by any governmental authority (“**Taxes**”). Customer shall bear all Taxes and Licensor may add applicable Taxes to the price or invoice them separately.
- 9.2. Unless otherwise agreed in the Agreement (including the quotation), Licensor shall invoice the Fees in advance for the applicable Subscription Term. Customer shall pay all invoices within thirty (30) days of the invoice date, without any deduction, withholding, retention, counterclaim or set-off. Payment is due regardless of whether the Software has been accessed or used.

- 9.3. If Customer fails to make any payment when due, then, without prejudice to any other rights and remedies available to Licensor: (i) all outstanding amounts shall become immediately due and payable upon written notice; (ii) Customer shall pay interest at 1.5% per month or the statutory commercial interest rate (whichever is higher) from the due date until full payment; and (iii) Customer shall reimburse Licensor for all reasonable costs of collection, including legal fees.

10. Term

- 10.1. The Agreement enters into force on the Effective Date and will remain in effect for the duration specified in the Agreement. If the parties have not specified such duration, the initial term will be twelve (12) months.
- 10.2. Unless terminated earlier in accordance with the provisions herein, the Agreement will be automatically extended by consecutive periods of twelve (12) months.

11. Termination

- 11.1. Either party may terminate (*opzeggen*) the Agreement without any judicial intervention and with immediate effect, in whole not in part, without any liability, if:
- 11.1.1. the other Party commits a material or continuing breach of the Agreement and such breach has not been cured to the satisfaction of the non-breaching Party within thirty (30) days after written notice thereof;
 - 11.1.2. the other party becomes insolvent, files for bankruptcy or has bankruptcy proceedings filed against it, makes an assignment for the benefit of creditors, or is placed in receivership, administration or liquidation.
- 11.2. Without prejudice to Clause 11.1, Licensor may, with immediate effect and without any liability: (a) suspend (*opschorten*) the performance of its obligations under the Agreement, or terminate (*opzeggen*) the Agreement; (b) declare all amounts outstanding by Customer immediately due and payable:
- 11.2.1. Customer fails to pay any fees, including License Fees, or other amounts when due (after written reminder and a reasonable cure period);
 - 11.2.2. Customer infringes Licensor's (or Licensor's licensors') Intellectual Property Rights or otherwise uses the Software outside the scope of the License;
 - 11.2.3. Customer uses (or permits the use of) the Software and/or Documentation for unlawful purposes, or in a manner contrary to public policy;
 - 11.2.4. Customer breaches or fails to comply with applicable third-party license terms to which the Software may be subject;
 - 11.2.5. suspension/termination is required by applicable law or by a competent authority, or is reasonably necessary to protect Licensor's systems, the integrity of the Software, or other customers;

11.2.6. Licensor is (temporarily) unable to provide essential parts of the Software and/or Services due to a Force Majeure event as referred to in clause 16.2.

11.3. Upon termination or expiration of the Agreement:

11.3.1. Customer shall immediately cease all use of the Software and Documentation and shall ensure that its authorised users (if any) also cease such use.

11.3.2. Any provisions of the Agreement which by their nature are intended to survive termination or expiration shall survive.

11.3.3. Customer shall pay all amounts accrued and/or payable under the Agreement in accordance with the payment terms of the Agreement. Where Licensor terminates the Agreement for cause, all reasonable costs and expenses incurred by Licensor (including a reasonable profit) for any activities related to work performed by Licensor prior to such termination will be considered due and payable by Customer; and

11.3.4. each party shall cease using Confidential Information received from the other party and, on the request of, and at the disclosing Party's option, destroy or return all such information, including all derivatives and (digital) copies. Each party may retain one (1) copy of Confidential Information for monitoring compliance with the Agreement or for legal or regulatory requirements.

12. Transition Services

12.1. Upon termination or expiration of the Agreement, Customer may request Licensor to provide commercially reasonable assistance to support Customer's transition to a successor solution and/or a third-party service provider designated by Customer (the "**Transition Services**").

12.2. Transition Services qualify as Additional Services and require the Parties' separate agreement in writing regarding scope, duration, deliverables and applicable fees.

12.3. Licensor shall only be required to provide Transition Services to the extent reasonably feasible, taking into account Licensor's then-current resources and the availability of any necessary technical access and information. Licensor shall not be obliged to provide Transition Services where doing so would require (i) disclosure of Source Code, proprietary tools or confidential know-how, (ii) changes to Licensor's standard Software or release process, or (iii) access to third-party systems or services outside Licensor's control.

12.4. Customer remains solely responsible for exporting, backing up and retaining any Customer Data prior to termination or expiration of the Agreement. Licensor shall have no responsibility for the availability, accuracy or retention of Customer Data after the effective termination/expiration date.

12.5. Licensor shall only be required to perform Transition Services if:

12.5.1. Customer is not in material breach of the Agreement at the time of the request;

12.5.2. Customer has paid in full all fees due under the Agreement, excluding any amounts subject to a reasonable and good faith dispute;

12.5.3. Customer has made an advance payment covering fees for the Transition Services; and

12.5.4. Customer continues to comply with the Agreement throughout the requested transition period and, upon request, confirms such compliance in writing.

12.6. Licensor shall have no obligation to provide any Source Code, proprietary tools, or documentation beyond the Documentation made available under the Agreement. Transition Services are provided “as is” and “as available”, without any warranties or guarantees as to their success, completeness or fitness for Customer’s intended purpose.

13. Licensor Software/Intellectual Property Rights

13.1. The Software, all Software Releases and Licensor’s Intellectual Property Rights shall at all times remain the property of Licensor. Nothing in the Agreement shall confer on Customer any right, title, or interest therein, except as provided for in the Agreement.

13.2. Customer shall promptly give written notice to Licensor of any infringement or threatened infringement of, or any challenge to, or any unauthorised use of the Software or Licensor’s Intellectual Property Rights which comes to its knowledge, setting out in reasonable detail the nature of the claim. Licensor at its own expense, shall be entitled to assume sole control of any such claim (an “**Action**”) and Customer, at Licensor’s expense, shall provide all necessary information and assistance to assist Licensor’s management of the Action or otherwise in connection with any matter related to the Action. Licensor shall be entitled to take such proceedings or to defend (or, at its option, settle) any such Action. Customer shall not make any comment that may improperly compromise Licensor’s ability to defend or settle the Action.

13.3. Notwithstanding the foregoing provisions, if any Action is made, or in Licensor’s reasonable opinion is likely to be made, against Customer, Licensor may at its sole option and expense: (i) procure for Customer the right to continue using the Software within the scope of the License; (ii) modify the Software as necessary to avoid such claim; or (iii) replace the Software with non-infringing software which is functionally substantially equivalent to the original software.

13.4. Licensor shall have no liability for any claim of infringement regarding the Software: (i) caused by Customer’s use of any part of the Software in combination with software, technology or any other item not supplied or approved in writing by Licensor; or (ii) resulting from any unauthorised modification of any part of the Software or the use of any part of the Software in a manner not expressly permitted under the Agreement.

14. Use of data

14.1. Customer acknowledges and agrees that the Software is installed and operated in Customer’s own environment. Customer remains solely responsible for Customer Data.

- 14.2. Licensor does not access, store or process Customer Data, except to the extent Customer (or end-users) voluntarily provides information to Licensor for support purposes (e.g. models, screenshots, logs or similar materials). Such information qualifies as Confidential Information and will be used by Licensor solely to facilitate support requests.
- 14.3. Licensor does not provide backup, recovery, long-term storage or archiving of Customer Data. Customer is responsible for appropriate backups, retention and security measures in its own environment.
- 14.4. Customer understands and agrees that the Software may send technical, diagnostic and usage information to Licensor and/or its Affiliates and/or their service providers (“**Statistics**”). Statistics do not include Customer Data content, except where strictly necessary to diagnose an error and only to the extent provided by Customer for support purposes. Licensor may collect, store and use Statistics for the purposes of: (a) providing and maintaining the Software and Documentation; (b) providing support; (c) monitoring performance, security and stability; and (d) improving the Software and developing new products, services and features. Licensor may freely use feedback any (rights to) Customer’s comments, suggestions, or any other materials that Customer provides to Licensor related to the Software and/or Services.

15. Open Source Software

- 15.1. Parts of the Software and/or Documentation may include or be accompanied by Open Source Software. Licensor will identify these and their applicable license terms in either Schedule 1, the Documentation, in the Software (e.g. via a license menu), on Licensor’s website and/or in a separate open source notice file.
- 15.2. Each Open Source Software component is governed by its own applicable license terms. Customer shall use such components in compliance with the applicable open source license. Nothing in the Agreement restricts any rights granted to Customer under the relevant open source license.
- 15.3. Except as required by the applicable open source license, Customer obtains no rights to the source code of any Open Source Software component. Customer shall not (and shall not permit any third party to) extract, isolate or use any Open Source Software component in a manner intended to reverse engineer or derive source code from the Software, except to the extent expressly permitted by applicable law.
- 15.4. To the extent required under an applicable open source license, Licensor will make the corresponding source code for the relevant Open Source Software component available upon written request.
- 15.5. Open Source Software is provided “AS IS” and in the same form as provided to Licensor by the original authors or rightholders, unless otherwise required under the applicable open source license. Licensor makes no warranties regarding Open Source Software and disclaims liability for issues arising from or related to Customer’s use of such Open Source Software, to the maximum extent permitted by applicable law.

16. Confidentiality

- 16.1. Each party shall keep the Confidential Information of the other party confidential, safe and secure, and only use it for the purposes of the Agreement and shall not disclose it to any third party.
- 16.2. The obligations of confidentiality set forth in this Clause 16 shall not apply to any Confidential Information which is lawfully in or comes into the public domain lawfully, is in the lawful possession of a party prior to receipt of such information from the other party, is received bona fide from a third party without breach of a non-disclosure obligation and without restriction on disclosure, or was independently developed, as proven by the party, without using Confidential Information of the disclosing party.
- 16.3. Either party may at any time upon 30 days prior written notice require the return or destruction of all Confidential Information (including all copies) disclosed by it to the other party.
- 16.4. The obligations of confidentiality contained in the Agreement shall continue to be in force indefinitely.

17. Licensor's Undertakings

Licensor represents and warrants to Customer the following: (i) it owns, or has all necessary rights, title, and interest, in the Software and the Documentation; and (ii) it has the right and authority to license the Software and the Documentation to Customer on the terms and conditions contained in the Agreement, but the Software is subject to the license terms of third parties specified in Schedule 1 and Schedule 2.

18. Disclaimer of Warranty

CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE, SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE". LICENSOR AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY THAT: (I) THE USE OF THE SOFTWARE AND DOCUMENTATION AND OR PARTS THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, OR (II) ANY USE OF THE SOFTWARE AND DOCUMENTATION, WHETHER OR NOT INTEGRATED INTO OTHER SOFTWARE OR EQUIPMENT, ARE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. LICENSOR AND ITS AFFILIATES DISCLAIM ANY LIABILITY FOR ANY USE BY CUSTOMER THAT INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

19. Indemnity and Limitations of Liability

- 19.1. Customer shall defend, indemnify and hold harmless Licensor and its Affiliates, and their respective directors, officers, agents and employees from and against all claims, liabilities, suits, losses, damages and expenses, including costs and reasonable attorney's fees (**Claims**), relating to or resulting from its negligence, errors, omissions, wilful

default, breach of contract, unauthorised actions, breach of any obligation, representation and/or warranty under the Agreement.

- 19.2. Licensor shall not be liable to the maximum extent permitted under applicable law whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, sales, revenues or savings, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising or otherwise resulting from Customer's use of the Software or Customer's inability to use the Software. Licensor shall not be liable for any of the losses in this paragraph even if Customer has informed Licensor of the possibility of such losses.
- 19.3. In no event shall Licensor's liability under the Agreement and any agreement entered into pursuant to the Agreement exceed the amount Licensor received in Subscription Fees from Customer in the calendar year the claim is made.
- 19.4. Nothing in the Agreement shall limit a party's liability for losses which may not be lawfully limited or excluded by applicable law.
- 19.5. In no event shall Licensor be liable if any failure of/or defect in the Software is the result of misuse or abuse, or otherwise if the Software has not been used in accordance with the specification for the Software or the Agreement.
- 19.6. The parties acknowledge that any breach of Clauses 13 or 16 may cause a party irreparable injury for which standard legal remedies would not be adequate. Therefore, in the event of any breach of such Clauses, the prejudiced party shall be entitled to extraordinary or injunctive relief in addition to any other remedies it may have.

20. Records/Audit

To verify Customer's compliance with its licensing obligations and for verification that all Subscription Fees due under the Agreement have been paid, Customer shall within 7 days of being requested to do so by Licensor provide Licensor (and any authorised auditor of Licensor) access to its relevant books and records referred for such verification purposes. This shall include allowing Licensor to use software audit tools on Customer systems and to take copies of relevant information and documents.

21. Governing Law/Jurisdiction

- 21.1. The laws of the Netherlands will govern the Agreement. The court of Oost-Brabant will have exclusive jurisdiction to settle all disputes arising out of or in connection therewith.

22. General Provisions

- 22.1. In these Terms: (i) the singular includes the plural and vice versa; (ii) the words "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (iii) headings are included for the convenience of the parties only and shall not affect the interpretation of the Agreement; and (iv) in the

event of any conflict between the main body of these Terms and any schedule, the main body of these Terms shall prevail.

- 22.2. Licensor is established in the European Union and shall comply with the GDPR and any applicable EU implementing legislation, to the extent such legislation applies to Licensor's processing of personal data under the Agreement. Customer is solely responsible for determining whether any additional or local data protection, privacy, telecommunications or other sector-specific laws apply to Customer's use of the Services or to Customer's processing of personal data, and for ensuring compliance with such laws, including any laws applicable outside the EU/EEA. Except as expressly set out above, nothing in the Agreement shall be construed as a representation, warranty or undertaking by Licensor that the Services or any processing carried out under the Agreement comply with any laws other than the GDPR and applicable EU implementing legislation, unless compliance is mandatory for Licensor under applicable law.
- 22.3. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 90 days, the party not affected may terminate the Agreement by giving 14 days' written notice to the affected party.
- 22.4. No delay, omission, or failure by either party to exercise any of its rights or remedies hereunder shall be deemed to be a waiver thereof or an acquiescence in the event giving rise to such right or remedy.
- 22.5. The Agreement sets forth the entire agreement between the parties and supersedes all prior agreements, arrangements, and understandings, oral or written, between the parties on the subject matter hereof. The pre-printed terms and conditions of Customer's business forms, including its purchase orders, shall be without legal effect in transactions under the Agreement.
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SCHEDULE 1

Rat Library Licenses

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1. DistMesh-cpp

<https://gitlab.com/Project-Rat/distmesh-cpp>

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Distmesh-cpp is an adaptation from Per-Olof Persson's DistMesh mesher. The required triangulate algorithm was translated from Paul Bourke's Delaunay Triangulation Algorithm (<http://paulbourke.net/papers/triangulate/>).

Permission to release DistMesh-cpp under MIT license was given by Per-Olof Persson on December 23rd, 2021 by e-mail. Many thanks to Per-Olof Persson for his permission.

DistMesh—A Simple Mesh Generator in MATLAB

<http://persson.berkeley.edu/distmesh/>

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<https://gitlab.com/Project-Rat/rat-math>

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<https://gitlab.com/Project-Rat/rat-mlfmm>

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<https://gitlab.com/Project-Rat/rat-nl>

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<https://arma.sourceforge.net>

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3. C++ REST SDK

<https://github.com/microsoft/cpprestsdk>

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4. CUDA Toolkit

<https://docs.nvidia.com/cuda/eula/index.html>

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5. ImGui

<https://github.com/ocornut/imgui>

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6. ImGuiFileDialog

<https://github.com/aiekick/ImGuiFileDialog>

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7. ImPlot

<https://github.com/epezent/implot>

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8. JsonCPP

<https://github.com/open-source-parsers/jsoncpp>

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<https://magnum.graphics/>

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<https://magnum.graphics/corrade/>

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11. Meshoptimizer

<https://github.com/zeux/meshoptimizer>

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13. PlatformFolders

<https://github.com/sago007/PlatformFolders>

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14. SDL2

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15. STB

<https://github.com/nothings/stb>

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16. SuperLU

<https://portal.nersc.gov/project/sparse/superlu/>

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20. CHOLMOD Cholesky Module

<https://github.com/DrTimothyAldenDavis/SuiteSparse/tree/dev/CHOLMOD/Cholesky>

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21. CHOLMOD Core Module

<https://github.com/DrTimothyAldenDavis/SuiteSparse/tree/dev/CHOLMOD>

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22. AMD

<https://github.com/DrTimothyAldenDavis/SuiteSparse/tree/dev/AMD>

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23. CAMD

<https://github.com/DrTimothyAldenDavis/SuiteSparse/tree/dev/CAMD>

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24. COLAMD

<https://github.com/DrTimothyAldenDavis/SuiteSparse/tree/dev/COLAMD>

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25. CCOLAMD

<https://github.com/DrTimothyAldenDavis/SuiteSparse/tree/dev/CCOLAMD>

CCOLAMD: constrained column approximate minimum degree ordering

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26. NLOpt – Nonlinear Optimization Library

<https://github.com/stevengj/nlopt>

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27. MUMPS – MULTifrontal Massively Parallel Sparse Direct Solver

<https://mumps-solver.org/index.php>

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28. Open MPI

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