

# RAT GUI

## GENERAL TERMS AND CONDITIONS

Last Updated: 12 March 2024

Customer and Licensor agree that these general terms and conditions (“**Terms**”) shall be legally binding for the purposes of the customer agreement (“**Agreement**”) described below.

### 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
<b>Affiliate</b>	Means any entity which is controlled by a party, and <b>control</b> means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.
<b>Agreement</b>	Means the applicable customer agreement which incorporates these Terms.
<b>Commencement Date</b>	Has the meaning specified in the Agreement.
<b>Confidential Information</b>	Means 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 authorised 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).
<b>Customer</b>	Means the customer specified in the Agreement.
<b>Documentation</b>	Means the documentation for the Software available at: <a href="https://rat-gui.ch/tutorials.html">https://rat-gui.ch/tutorials.html</a>
<b>EULA</b>	Means Licensor’s end-user license agreement available at: <a href="https://rat-gui.ch/licenses.html">https://rat-gui.ch/licenses.html</a>

<b>Intellectual Property Rights or IPR</b>	Means, 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 to good-will or to sue for passing off, rights in unfair competition, 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.
<b>License</b>	Means the license of Software as specified in the Agreement.
<b>Licensor</b>	Author Jeroen van Nugteren at Lief Beest Ingenieurs B.V., with registered office at De Smeelen 60, 6021VC Budel, The Netherlands, commercial register number KVK 92695361.
<b>Maintenance Update</b>	Means 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., <b>Z</b> in the following example x.y. <b>Z</b> .
<b>Major Upgrade</b>	Means 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., <b>X</b> in the following example <b>X</b> .y.z.
<b>Minor Upgrade</b>	Means 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., <b>Y</b> in the following example x. <b>Y</b> .z.
<b>Object Code</b>	Means computer software programs in machine-readable format.
<b>Services</b>	Means services including any customization or training agreed by Licensor to be provided to Customer.

<b>Software</b>	Means the applicable Software as specified in the Agreement.
<b>Software Release</b>	Means a Software release in the form of a Maintenance Update, Minor Upgrade, or Major Upgrade.
<b>Source Code</b>	Means computer software programs in human-readable format, which can be converted by a compiler into Object Code.
<b>Subscription Fees</b>	Means the license fees for the Software.
<b>Subscription Term</b>	Has the meaning specified in the Agreement.

## **2. Licenses**

- 2.1. The License for the Software is specified in the Agreement.
- 2.2. Any License is subject to the following:
  - 2.2.1. no sublicense of the Software is permitted except as specified in the Agreement;
  - 2.2.2. use of the Software shall be restricted to use in Object Code form only. No license of the Software Source Code is given under the Agreement; and
  - 2.2.3. where a EULA is applicable, use of the Software by end-users is also subject to the terms of the EULA.
- 2.3. A License is personal to Customer and is non-transferable except where expressly permitted in the Agreement.
- 2.4. Upon payment of the Subscription Fees, the Software may be downloaded/accessed through activation of the applicable license key.
- 2.5. Each License is restricted to one specified computer/device at a time. The License may not be used simultaneously by multiple computers/devices. When a License is no longer in use by a particular computer/device, it may be used on another computer/device.
- 2.6. All rights not specifically and expressly granted in writing to Customer under the Agreement are hereby expressly reserved by Licensor.

## **3. Source Code**

The Source Code of the Software is confidential and is Licensor's protected trade secret and Customer may not 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 may only use the Software for normal use as described in Licensor's specification. Customer

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#### **4. Customer's Undertakings**

##### **4.1. Customer shall:**

4.1.1. 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;

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

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

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

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

4.1.6. comply with any third party license terms to which the Software may be subject, as further described in Clause 11.

##### **4.2. Where a EULA is applicable for use of the Software, Customer shall:**

4.2.1. ensure that when applicable, end-users of the Software are aware of and accept the terms and conditions of the EULA before using the Software; and

4.2.2. provide Licensor with such information concerning end-user and assistance as Licensor may reasonably require for the purpose of enforcing the terms of any EULA.

#### **5. Support**

Licensor shall provide the support to Customer specified in the Agreement. Licensor may amend its support services in its sole and absolute discretion from time to time.

#### **6. Fees/Payment**

The Subscription Fees, other charges and payment terms are specified in the Agreement. Where no payment terms are provided Subscription Fees and any other charges shall be payable 30 days net of receipt.

## **7. Term and Termination**

- 7.1. The Agreement shall be effective as of the Commencement Date and unless terminated early by a party in accordance with the termination rights set forth herein, shall continue in effect for the Subscription Term.
- 7.2. A party may terminate the Agreement with effect upon written notice to the other party in the event that the other party commits a continuing or material breach of any provision of the Agreement, which breach has not been cured to the satisfaction of the non-breaching party within 30 days after written notice thereof from the non-breaching party.

## **8. Consequences of Termination**

- 8.1. Upon termination of the Agreement:
  - 8.1.1.any License granted to Customer shall terminate;
  - 8.1.2.any other rights and licenses granted to Customer by Licensor under the Agreement shall automatically terminate; and
  - 8.1.3.Licensor shall immediately stop all support and/or services provided to Customer.
- 8.2. Upon termination or expiration of the Agreement, neither party nor any other natural or legal person, shall be entitled to any compensation, damages, indemnity, commissions, goodwill payment nor any other amount for any cause arising directly or indirectly from such termination or expiration and each party shall on demand indemnify the other party and their Affiliates in respect thereof.
- 8.3. Termination or expiration of the Agreement shall be without prejudice to:
  - 8.3.1.any party's rights and obligations contained herein which survive the termination or expiration of the Agreement; and
  - 8.3.2.any prior rights which a party has accrued prior to the termination or expiration of the Agreement.

## **9. Licensor Software/Intellectual Property Rights**

- 9.1. 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 in respect of the above items, except to the limited extent a License is granted pursuant to the Agreement.
- 9.2. 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.

- 9.3. 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.
- 9.4. 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.

## **10. Confidentiality**

- 10.1. 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.
- 10.2. The obligations of confidentiality set forth in this Clause 10 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.
- 10.3. If Customer provides Licensor with Confidential Information for the purpose of facilitating customer support, Licensor agrees not to use such Confidential Information for any other purpose.
- 10.4. 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.
- 10.5. The obligations of confidentiality contained in the Agreement shall continue in force indefinitely.

## **11. 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 may be subject to the license terms of third parties as specified in Schedule 1 and Schedule 2.

## **12. Disclaimer of Warranty**

CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE AND DOCUMENTATION AND ANY AND ALL PARTS THEREOF ARE PROVIDED "AS IS". LICENSOR AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED MATERIALS AND OR PARTS THEREOF 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 AND OR PARTS THEREOF, WHETHER OR NOT INTEGRATED INTO OTHER SOFTWARE OR EQUIPMENT, ARE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. IT SHALL BE CUSTOMER'S SOLE RESPONSIBILITY TO MAKE SUCH DETERMINATION AS IS NECESSARY WITH RESPECT TO THE ACQUISITION OF LICENSES UNDER PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. CONSEQUENTLY, LICENSOR AND ITS AFFILIATES DISCLAIM ANY LIABILITY IN CASE ANY USE BY CUSTOMER OR CUSTOMER'S CONTRACTORS INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. FURTHERMORE LICENSOR AND ITS AFFILIATES HEREBY DISCLAIM ANY WARRANTY AND LIABILITY WHATSOEVER FOR ANY DEVELOPMENT CREATED BY OR FOR CUSTOMER OR CUSTOMER'S CLIENTS.

## **13. Indemnity and Limitations of Liability**

- 13.1. 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.
- 13.2. 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.
- 13.3. Customer shall not be liable for any special, indirect or consequential loss, costs, damages, charges or expenses however arising provided that in any event Customer shall be liable to pay the Subscription Fees and any other charges owed to Licensor.
- 13.4. 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. In the event of any liability to Customer, Licensor may at its option: (i) refund the price you or your organisation paid to Licensor for the Software; (ii) repair the Software; or (iii) replace the Software.

- 13.5. In all cases neither party will be liable for any loss or damage that was not reasonably foreseeable.
- 13.6. Nothing in this Agreement shall limit a party's liability for losses which may not be lawfully limited or excluded by applicable law.
- 13.7. 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.
- 13.8. The parties acknowledge that any breach of Clauses 9 or 10 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.

#### **14. 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.

#### **15. Governing Law/Jurisdiction**

- 15.1. These Terms and any relations between the parties in connection therewith are governed by the laws of The Netherlands without regard to its conflict of laws provisions. The provisions of the UN Convention on Contracts for the International Sale of Goods of January 1, 1988 shall not apply to these Terms.
- 15.2. The parties agree to the exclusive jurisdiction of the courts of The Netherlands for the adjudication of any disputes arising between the Parties.
- 15.3. Nothing in this Clause 15 shall limit any party's right to seek injunctive relief in any jurisdiction or to take any other lawful steps in order to preserve the status quo or obtain other appropriate relief pending a determination by the courts of The Netherlands.

#### **16. General Provisions**

- 16.1. 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.
- 16.2. 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.

- 16.3. Each party shall comply with all applicable law including any applicable anti-bribery and anti-corruption laws and regulations.
- 16.4. 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.
- 16.5. Except where it is specified that Licensor may amend documents referenced in the Agreement upon notice to Customer, the Agreement shall not be amended, modified, or changed except by an agreement in writing.
- 16.6. 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.
- 16.7. The Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The parties shall not, nor shall they purport to, assign, or encumber all or any part of their obligations or rights under the Agreement without the prior written consent of the other party, provided that Licensor may assign all or any part of its obligations or rights under the Agreement to its Affiliates. No third party may enforce the terms of the Agreement.
- 16.8. The provisions of Clauses 8, 9, 10, 11, 12, 13, 14, 15, and 16, and all assignments, warranties, indemnities and confidentiality obligations, and other provisions expressed to survive termination or expiry, provided herein shall survive termination or expiration of the Agreement.
- 16.9. Any notice under the Agreement shall be in writing (including email) in the English language and may be delivered to the address of the relevant party set out above, or such other address as the relevant party may notify to the other. Licensor may also provide notices through its website.

**SCHEDULE 1:  
Rat Library Licenses - Last updated 29 January 2022**

## **1. Rat Common**

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

The MIT License (MIT)

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## **2. DistMesh-cpp**

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

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AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

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/>

The MIT License (MIT)

#### **Copyright © Per-Olof Persson**

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### **3. Materials-cpp**

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

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## 4. Rat Multi-Level Fast Multipole Method

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

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## 5. Rat Models

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

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## 6. Rat Non-Linear

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

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**SCHEDULE 2:**  
**List of Third Party Licenses - Last updated 20 August 2023**

**1. Armadillo: C++ Library for Linear Algebra & Scientific Computing**

<http://arma.sourceforge.net>

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**2. Boost**

<https://www.boost.org/>

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### 3. C++ REST SDK

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

The MIT License (MIT)

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### 4. CUDA Toolkit

<https://docs.nvidia.com/cuda/eula/index.html> (last updated October 8, 2021)

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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://github.com/mosra/corrade>

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## 11. Meshoptimizer

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

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

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## 15. STB

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

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

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

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