



Brings you

RhinoCFD



Powered by PHOENICS

RhinoCFD / PHOENICS LICENCE AGREEMENT

1) GENERAL TERMS AND CONDITIONS OF PHOENICS RhinoCFD LICENCE AGREEMENT

- 1.1 CHAM hereby grants to the CUSTOMER the non-exclusive and non-transferable right to use the SOFTWARE under the terms and conditions of this Agreement.
- 1.2 It is mutually agreed that nothing contained within this Agreement shall be deemed to convey any title, ownership or interest in the SOFTWARE to the CUSTOMER either expressly or by implication, estoppel, customs and practices or otherwise.
- 1.3 The CUSTOMER does not have the right to allow Third Parties to access the SOFTWARE or parts thereof without the written consent of CHAM. The CUSTOMER shall not make copies of the SOFTWARE, or allow copies to be made by others, except for the purpose of securing the SOFTWARE against loss.
- 1.4 The CUSTOMER qualifies for technical support services and SOFTWARE updates in return for payment of annual maintenance fees. CHAM will notify the CUSTOMER when updates of the SOFTWARE are released, with a full description of new enhancements available

2) OWNERSHIP OF THE SOFTWARE

- 2.1 The RhinoCFD Plug In, powered by PHOENICS, comprising relevant parts of the PHOENICS SOFTWARE is SOFTWARE developed and owned by CHAM. CHAM warrants that it has the right to grant licence in the use of its SOFTWARE in accordance with the terms of this Agreement.
- 2.2 CHAM asserts that it is the owner of the PHOENICS SOFTWARE and all patent copyright and other industrial property in the SOFTWARE and any associated documentation (including any information of a secret or confidential nature) and that CHAM is the registered Proprietor of the Trade Mark "CHAM" at the Trade Marks Registry in London. The CUSTOMER agrees that it will at all times hereafter recognise CHAM as the owner of the Trade Name "PHOENICS", and that it will not challenge CHAM's ownership of the SOFTWARE.
- 2.3 RhinoCFD has been developed to provide a computational fluid dynamics "Plug In" to the Rhinoceros CAD Software owned by the McNeel Corporation, which software does not form part of this Licence Agreement.

3) SPECIAL ACADEMIC TERMS

When this SOFTWARE is supplied for **non-commercial** use, teaching and/or unfunded research and development purposes then its use by, or on behalf of, any commercial organisations is strictly prohibited under the terms of this Agreement.

4) REGISTRATION

The CUSTOMER agrees to register its copy/copies of the SOFTWARE with CHAM by completing the Registration Form supplied within 30 days from receipt of the SOFTWARE.

5) CONFIDENTIALITY

The CUSTOMER will use all best endeavours to keep the SOFTWARE secure at all times, and will not transmit the SOFTWARE to third parties without obtaining prior written consent from CHAM.

6) LIABILITY

- 6.1 CHAM affirms that the SOFTWARE has been developed and tested with due care. However, the SOFTWARE, like all software products, may show deficiencies during use which may have escaped detection. Therefore, the CUSTOMER accepts that all descriptions and definitions of the SOFTWARE are not 'guaranteed' characteristics.
- 6.2 The liability of CHAM in connection with a claim arising out of this Agreement or the supply of the SOFTWARE shall at all times be limited to the total fees paid to CHAM by the CUSTOMER or its agents under this Agreement during the twelve months prior to CHAM being notified of the claim.

7) OTHER TERMS

- 7.1 If events of Force Majeure either considerably complicate or prevent the execution of the Agreement, CHAM is entitled to defer the execution of its obligations under the Agreement by the duration of these events plus appropriate recommencement period. Strikes, lockouts and similar circumstances by which CHAM is affected directly or indirectly shall be regarded as Force Majeure.
- 7.2 If one or several of the provisions of this Agreement should be null and void, the remaining provisions shall stand unprejudiced. Both parties undertake to replace any null or void provision by financially equivalent provisions.
- 7.3 Any alterations and amendments to the Agreement shall be ineffective unless in writing and explicitly included with the Agreement.
- 7.4 Place of jurisdiction is the registered address of CHAM in the United Kingdom under English Law.

Use of the SOFTWARE and accompanying materials indicates acceptance of, and agreement to, the terms of this Licence Agreement.

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