NEMO – Grasshopper Plugin
Software End User License Agreement

Mathieu VENOT, December 2020

The agreement takes effect once NEMO – Grasshopper plugin for Ship Design is installed, having acceptance value of the terms and conditions.

All rights concerning NEMO plugin, hereinafter called "the software", are the exclusive property of Mathieu VENOT, called below as "MV".

1. GENERAL

1.1. The present document defines the conditions according to which MV grants an operating license to the client to use the software.

1.2. This document exhaustively lists the parties reciprocal obligations.

1.3. No agent or distributor is authorised to modify or complete these conditions.

2. PURPOSE OF THE AGREEMENT

2.1. The software can run in 2 different modes, depending on whether or not it is associated with a license file :

 2.1.1. Unlicensed Mode (no license file) : In the absence of a license file granted by MV for the requested version number, the software runs in Lite Mode, with any commercial use prohibited. License required components will partly hide the results or disable their action. This mode of partial, non-commercial use is only granted, free of charge, for several components and demonstration of the software's capacities. No other use can be considered. Nor can any warranty or assistance be claimed.

 2.1.2. Licensed Mode (Level 1 or 1+2 license file) : As soon as the operating license request is recorded by MV or its distributor, and payment is made, a license file associated with a Machine ID for the client is sent, allowing them to run the software in Licensed Mode. In order to avoid any unexpected interruption, the Nemo License component will show the license status at any time.

2.2. License file is provided only for the software version number existing at the invoiced time. Any major update will be available by requesting a license upgrade at a discount price (following McNeel and Rhinoceros license policy).

2.3. Support and assistance are not included in the license. They must be directly requested to MV as a consulting service.

3. **PROPERTY**

3.1. The software is not sold but only granted under license. The ownership rights, copyrights and other software property rights are the exclusive property of MV.

3.2. The client undertakes not to carry out any decompilation, disassembling, reverse engineering or prepare derivative works of the software, neither making the license control and protection system inoperative. If so, proceedings will be initiated.

3.3. The client may make 1 copy of the software solely for backup, archival or disaster recovery purposes.

3.4. The client acknowledges having been informed that any modification, reproduction or distribution of the software, or a portion of, may lead to civil and criminal prosecution.

4. OPERATING CONDITIONS

4.1. With this contract, MV grants the client, who accepts it, a limited, non-exclusive, non-attributable, non-shareable, non-transferable license that cannot be sublicensed in order to run the licensed software in a form readable solely by a computer. The client accepts to use the software solely for their personal use and according to the terms specified in the present contract. The client may not use the software for commercial time-sharing or rental use.

4.2. Teaching institutions and students may obtain a license file at a discount price.

5. LIABILITY

5.1. Even if MV undertakes to make all efforts to provide its services according to professional standards and is compliant with established practice, MV is only subject to an obligation of means. The client acknowledges that the software will be used under its sole supervision, control and responsibility. MV cannot under any circumstances be held liable for any damage resulting from the use of the software or its content.

5.2. The parties agree that financial profit or losses, data or commercial disruptions constitute such damage. In particular, MV cannot be held liable for special, incident, punitive, indirect or accessory damages of any kind relating to the use of the product or the inability to use it.

5.3. MV guarantees that the operation of the software will essentially comply with the description appearing in the documentation accompanying the software, for a period of 6 months after its date of receipt. In the event that the software is not compliant with the present guarantee, MV may either repair or replace the software. However, this guarantee will not be valid if the failure of the software results from an accident, use having caused a deterioration or inappropriate use. MV's liability is thus strictly limited to only the upgrading of the software if a failure is confirmed, and cannot under any circumstance be cited on the occasion of implementing the results obtained by using the software and the verification of which falls solely to the user. Since MV cannot be held

liable for any damage resulting from the use of the software, the user is asked to take out, on their own, an insurance policy covering this type of damage.

5.4. In particular, the client confirms they have verified that :

       5.4.1. The software functionalities correspond to the use that he intends to make of it.

       5.4.2. The persons authorised to use the software have received basic computer training and are qualified to run the software.

       5.4.3. The client's computer hardware complies with the software's minimum specifications, both in terms of installation feasibility and performance.

5.5. MV cannot, under any circumstance, be held liable for damage caused by operation failure, incorrect performance of all or a portion of the software, the cause of which is attributable to the client or to the local software operating conditions.

5.6. In addition, MV cannot, under any circumstance, be held liable for the destruction or damage sustained of data files or programs resulting from a dysfunction. It is the client's responsibility to implement the prior protection for this purpose.

6. DURATION OF THE AGREEMENT

6.1. When the software is used in Unlicensed Mode (no license file), in accordance with the conditions appearing in this agreement, the granted duration will not be limited.

6.2. When the software is used in Licensed Mode (Level 1 or 1+2 license file), the duration of the agreement is provided for the software version number existing at the invoiced time.

6.3. MV may terminate the granted license without consideration :

       6.3.1. If the client does not comply with one or more terms of the present agreement.

6.4. On the expiration of the granted license, the software reverts to Unlicensed Mode.

7. FORCE MAJEURE AND FORTUITOUS CASES

7.1. No breach of the obligations imposed by one of the parties will be considered if the party in question is hindered by strikes, social conflicts, civil war, foreign war (declared or not), fire, explosion, earthquake, hardware breakdown, technical incidents, lateness or interruption of the means of transport, (total or partial) interruption of the telecommunication networks or any other foreseeable circumstance out of the party's control.

These general conditions explain the terms of sale of MV's software. They complement the End User License Agreement (EULA).

The licensee or the client means the entity or the person identified in the EULA.

The "seller" or "MV" means Mathieu VENOT.

1. PRICES

Prices are defined as the current prices at the date of the order and are valid for 6 months maximum.

Any prices and fees for the software or services exclude any applicable sales, use, excise, value added, or other taxes or assessments which are or may hereinafter be levied or imposed by any federal, state, local or other public taxing authority, howsoever designated.

2. INVOICES

Invoices will be paid 30 days on receipt, unless particular conditions explained in the payment conditions of EULA. Any payment delay will incur an interest on overdue payments. This moratorial interest will represent 3 times the legal interest rate.

3. CASES OF ABSOLUTE NECESSITY

The seller and the licensee will be exempted from charges and responsibilities if the execution of the contract, and particularly the installation of the software on the licensee's computer, was delayed or impossible in case of absolute necessity, including but not limited to riots, storms, strikes, fires…

4. LIABILITY

The seller guarantees the licensee against all counterfeiting lawsuits that could be brought against him, because of the possession and/or the use of the software, at the only condition that the licensee had informed the seller, within 7 days, about the summon and had ensured the seller the free right to defend himself.

The licensee will have and keep the control of the use of the software installed on his computer. This is the reason why the licensee engages his own and only responsibility about the exploitations of the results, from the use of the software. The licensee recognizes that the seller will have no

responsibility towards him or a third party for any damage that could result from the direct or indirect use of the software by the licensee, excepted counterfeiting actions. Moreover, the seller does not warrant that the operation of the software will be uninterrupted, or error-free.

Although the software runs on most hardware and standard systems, the licensee must verify the adequacy of the software to its needs and its technical environment, taking particular account of the specific materials and systems necessary operation of each software.

5. JURISDICTION AND LITIGATION

Every dispute between both parties about the interpretation or/and the execution of the contract, that could not reach an amicable arrangement, will be governed by the laws of France and brought to the Commercial Court of Paris, FRANCE.

6. EFFECT AND DURATION OF THE CONTRACT

The contract takes effect at the receipt by the seller of a license file, having acceptance value of the General Sales Conditions.

7. USE OF THE SOFTWARE

Without any other indication in the EULA, the license is delivered for being used by on a single system. Its use is limited to the staff of the company situated on the user site.

The total amount of simultaneous use of the software, except on a same computer, cannot exceed the number of purchased licenses.

8. GUARANTEE

The usual period of guarantee is 6 months from the date the software is sent, except particular conditions explained in the EULA.

9. VALIDITY OF THE CESSION OF THE LICENSE

The right to use the software is only valid on the computer described in the EULA. The transfer on other computers by the licensee is only allowed one time only as an exceptional case, in which case it is understood the software would only be used on the other computer next. If such a transfer were to be prorogated, the licensee must formulate a request in writing, informing the seller of the transfer.

This agreement does not confer the right to copy, publish or disclose all or part of the software nor the documents supplied by the seller.

The licensee shall not translate, adapt or modify the software. The licensee shall not decompile, reverse engineer or disassemble totally or part of the software.

Licensee expressly agrees not to assign, transfer or grant to any other third party, even free of charge, any user right arising from this agreement. If the licensee would sell or give to a third party the equipment on which the software was installed, the licensee takes the engagement to uninstall the software before the transaction.

The contract only grants the licensee a non-exclusive right to use the software for his own requirements. Consequently, the aforementioned software shall not be assigned, sub-licensed to anyone, transferred in whole or in part, neither subject to payment nor free of charge. The licensee also agrees not to use the software, or let it used on his own computer for or by a third party, unknown to the contract.

At the end of the contract, the licensee commits himself not to use, or let used, any version of the software that could be installed intentionally or unexpectedly on his material or a same one. In case of problems with his material, the licensee undertakes to destroy any copies, in case it exists, as soon as the normal conditions of exploitation are recovered. The licensee undertakes to destroy an unknown copy as soon as he knows it exists.

10. CHANGE OF EQUIPMENT

If the licensee intends to permanently transfer the software onto another equipment than designated in the EULA, he must request the seller's prior consent. The transfer will take effect at the date of notification of the seller's consent. This new installation will be subjected to a new contract which will invalidate and replace the current contract. The transfer can be realized one time only per license.

11. BREACH OF OBLIGATIONS

The licensee acknowledges the importance of the provisions of article 9, as a determining clause of this agreement. Consequently, if by reason of the licensee's failure to meet his obligations under a third party improperly benefits from the use of all or part of the software under license, the licensee will pay to the seller, as stipulated penalty, an amount equal to the value of the charges for the unduly divulged software as per the seller price list in effect at the time of the breach, marked up by 25%. Moreover, any breach of the above-mentioned provisions will immediately render the present this agreement, in which case the licensee shall return the whole software and all the documents mentioned in the contract to the seller. The foregoing does not imply any waiver on the part of the seller of any and all other claims, rights or remedies to which it is entitled under law.