

SIMUL8 End User License Agreement and Terms of Use

Thank you for considering using SIMUL8! Please read this End User License Agreement and Terms of Use ("Terms", "Terms of Use") carefully before using any SIMUL8 websites or software products (the "Service") provided by SIMUL8 Corporation.

By accessing or using our Services, you're agreeing to be bound by these Terms and our [Privacy Policy](#). These Terms apply to all visitors, users and organizations who wish to access or use the Service, paid or otherwise. They are a legal agreement between you and us.

If you disagree with any part of the Terms then you do not have permission to access the Service.

Choice of Law and Contracting Entity

If you reside in, or are a corporate entity of, the United States, Canada or Mexico your relationship is with SIMUL8 Corporation, a company registered in Delaware with a registered office at 1209 Orange St, Wilmington, Delaware, 19801, USA and these Terms are governed by the law of Massachusetts. If you reside, or are a corporate entity of, elsewhere, your relationship is with SIMUL8 Corporation Ltd, a company registered in Scotland with a registered office at 29 Cochrane Street, Glasgow, G1 1HL, UK; and these Terms are governed by the law of Scotland. Some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the user's country.

Definitions

- "you" "user" means you, the person who accesses and uses this website and/or the Service for yourself or on behalf of the organization that employs you; and
- "Account Holder" means any user who has created login credentials within the Service; and

- "us", "we", "our" or "SIMUL8 Corporation" the legal entity with which you are contracting; and
- "Edition" refers to the designed purpose/capability of the software, for example, but not limited to, "Professional", "Educational", "Free Trial" etc; and
- "Desktop" means on a single local computer including but not limited to, a laptop, desktop or tower computer designed for use by one person at a time; and
- "the Service" refers to SIMUL8 websites and software provided online, on local computer ("Desktop"), or in apps on mobile devices, whether directly by us or via third parties and for specific software configurations ("Editions") that relate to the fee charged to You for the Service; and
- "Multi-User License" refers to a variation of this agreement where "one" is replaced by the number of agreed users who can use the Service; and
- "Content" means any documents, simulations, data, scripts, procedures, images, results, information and associated intellectual property entered to or generated by an Account Holder through the Service; and
- "Worldwide" means everywhere that SIMUL8 is permitted to provide services by the jurisdictions where it has principle offices (US and EU); and
- "Qualified Educational Institution" is a degree awarding academic institution accredited by the applicable governmental regulatory agency in the country in which the Institution has its principal offices; and not a training center; and
- "APIs and SDKs" mean any tools we provide to help you automate and customize the outputs of your work with our Services or link or Services with other software or websites; and
- "Email address" means a current, working, active, email address (or similar that we may determine from time to time).

License Agreement and Limitations

On acceptance by you of the Terms set out in this document and payment of the current licensing fee for the relevant Edition (as set out on our web site or in a quotation from Us to You), you are granted a nonexclusive, nontransferable, time-limited (as set out on our web site or in a quotation from Us to You), Worldwide license to use the Service, subject to the following express conditions, and you agree that your failure to adhere to any of these conditions shall constitute a breach of these Terms on your part:

1. You will not to copy, license, sublicense, sell, rent, lease, lend, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service or the Content in any way unless (1) a separate reseller, OEM or distributor agreement has been executed between you and us or (2) you are deploying your simulations to third parties who have themselves agreed to these Terms by becoming Account Holders themselves;
2. You will inform us of your current active email address (or similar as we shall determine from time to time) and a name and/or organization name so that we can setup login credentials that allow you only (as Account Holder) to access the Content and features attached to the Services.
3. In all the information You provided to Us you will only use names and/or trademarks that you have the right to use.
4. You will keep us informed if your email address or other contact information changes.
5. You agree we may contact you through your Email Address to maintain and manage the Service, provide you with support and help in using the Service and to arrange payment of fees (if any) and similar. We will use your Email Address as the sole means of contact with you for purposes of this legal contract.
6. You can contact us at info@SIMUL8.com.
7. You agree that we can initially also use the email address to contact you for marketing and publicity purposes but, we will also provide you with a means to unsubscribe from this class of communication.
8. You will not to modify, port, adapt or translate any portion of the Services except that you may enhance our Services via our APIs and SDKs;
9. You will not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or any portion of the Service;
10. You will not to install the Service on more than one Desktop computer at any one time
11. You will not to use the Service both online and on Desktop at the same time
12. We may use records of any interaction with you, for example, but not limited to, support, feedback, automated analysis, feature requests and suggestions, to enhance or modify our Services or the way we operate.
13. If you wish to use paid parts of the Service (as set out on our web site or in a quotation from Us to You), you may be asked to provide payment information relevant to your Purchase including, without limitation, a payment card number, expiration date, billing address, etc. You represent and warrant that:
 - (i) you have the legal right to use any payment card(s) or other payment

method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. You agree to update us if those payment details change if you use of the Service includes recurring / subscription payments (as set out on our web site or in a quotation from Us to You).

14. The Service may make use of third party services for the purpose of facilitating payment processing. By submitting your payment, you grant us the right to provide the information to these third parties subject to our [Privacy Policy](#).
15. We reserve the right to refuse or cancel your request to access any parts of the Service at any time for reasons including but not limited to: Service availability, errors in the description or price of the Service, error in your request or other reasons.
16. We reserve the right to refuse or cancel your payment if fraud or an unauthorized or illegal transaction is suspected.
17. You agree not do anything that could reasonably be expected to damage, disable, overburden, or materially impair the Service or is likely to interfere with any other party's use of the Service;
18. You agree not to use with, or input into, the Service, any Content that may damage any other person's computing devices or software or Content that may be offensive or in violation of any law (including intellectual property, secrets or confidential materials that You do not have the right to use). You specifically represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it, and (ii) that Yor Content does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.
19. You agree not to enable or allow others to use the Services using Your own Account Holder login credentials, email address, password or license key and You are responsible for maintaining the confidentiality of these, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.
20. If we designate the Services as for use by educational users ("Educational Edition"), then you may only use the Educational Edition provided that you are a student registered at, or an employee of, the Qualified Educational Institution paying the license fee, and then the Service must only be used for educational or research purposes and not for commercial purposes;

21. If we designate any Edition of the Services as for testing (“Beta Edition”) and give you access, then you will only share information about that Edition and its features with users who have been given access to the same Edition.
22. If we designate any Edition of the Services as “Free Trial” then it is provided for a specific individual on a one-off basis and use of a different email address (or similar) by the same individual to obtain a subsequent free trial constitutes a breach of this agreement.
23. If we designate any Edition of the Services as “Free Trial”, “Not for Resale”, “Demonstration”, “Reseller Edition” or “Evaluation” the Service may not be used for any purpose other than demonstration or testing to help in the process of marketing or sales of the Service. For clarity this clause means that the Service marked in this way may not be used for consulting, training, or the marketing or sales of consulting or training.
24. We may reduce the level of access you have to the Service for reasons such as, but not limited to, expiration of a time period related to the relevant fee structure (as set out on our web site or in a quotation from Us to You). If we do this then Content that you have entered in to the Service may become unavailable to you and will be deleted from the Service and our backups.
25. This agreement does not confer rights on either party to use trademarks or service marks other than in ways that communicate factual information and do not imply recommendation, endorsement, or affiliation. Where a party makes it clear that marks are trademarks or service marks the other party agrees to make reasonable efforts to adhere to published media guidelines.
26. The Service is licensed, not sold. We reserve all rights not expressly granted to You in this agreement. The Service is protected by copyright and other intellectual property laws and treaties. We and our suppliers own the title, copyright, and other intellectual property rights in the Service.
27. You agree not to use the Service in, or remotely from, any locations outside the definition of “Worldwide”.
28. You retain any and all of your rights to any Content you use with the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party uses in the Service.
29. By entering Content to the Service, you are permitting us to host, access, store, scan, execute, back-up and make all reasonable use of your content in order to provide the Service to you and (if you specifically request) share it with other users of the Service to whom you have requested access be permitted.

30. We are constantly updating the Service. We may experience delays in updating information on the Service and in our advertising on other websites. Information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.
31. You accept that the nature of the designed purpose of the Service means that it can be used in an unlimited number of different ways to create an unlimited number of different works that may not have been intended by Us and so You agree to defend, indemnify and hold harmless Us, our agents, directors, employees, suppliers and contractors, from and against any and all liability, claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to incidental or consequential damages and legal costs) arising from Your use of the Service (or anyone using Your account) or Your breach of these Terms.
32. It is not possible to transfer ownership of an Account Holder's Content, rights or obligations.
33. You may terminate this agreement at any time subject to the relevant license fee structure (as set out on our web site or in a quotation from Us to You) by letting Us know in writing (to info@SIMUL8.com)
34. We may terminate this agreement at any time subject to the relevant license fee structure (as set out on our web site or in a quotation from Us to You) or if you are in material breach of this agreement by letting You know in writing (to the most recent email address You have given us).
35. Upon termination you will continue to pay the license fees and We (unless you are in breach of this agreement) will continue to provide the Service until the termination date which may be later than the date at which either was informed of the termination if the license fee structure (as set out on our web site or in a quotation from Us to You) stipulates that.
36. When we stop providing the Service, terminate this agreement with you or reduce your level of access to the Service then you will no longer have access to your Content and it will be unavailable (it will be deleted and back-ups will be cleared of it on our normal back-up cycle)
37. After we stop providing the Service Your contact details will be deleted from our Service and our back-ups after a reasonable time has elapsed that allows us to retain timely and necessary records of recent business transactions.

38. We may suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation if we consider there has been possible breach of these terms or on technical or business grounds not reasonably within our control.
39. If we suspend your account, we will do our best to inform you of the reasons (but there may be legal reason why we cannot do this) and We will attempt to restore access as quickly as possible.
40. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
41. We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If, in our reasonably judgement, such a change is material and not either a requirement of law or force majeure, then existing Account Holders will be provided at least 30 days notice by email prior to any new terms taking effect during which time the previous Terms will continue to apply. By starting or continuing to access or use the Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.
42. Our failure to enforce or exercise any provision of these Terms is not a waiver of that provision.
43. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding the Service, and supersede and replace any prior agreements we might have had between us regarding the Service.
44. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

If you have any questions about these Terms, please [contact us](#).

Last update: May 4th 2020