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Terms and Conditions

1. Licence (TopCoat 2)

Subject to the terms of this agreement, RheoLogic Ltd hereby grants to the User a licence to use TopCoat 2. The User shall use its best efforts to protect TopCoat 2 from unauthorised use. RheoLogic Ltd hereby agrees to deliver to the User on receipt of payment a Licence Code that will enable all functions of the software for a period of two years from the date of issue, thereafter the licence is maintained annually on a recurring fee, which upon receipt the User will be provided with a new Licence Code. RheoLogic Ltd will provide to the User a licence certificate for TopCoat 2 on the request of the User.

2. Licence (TopWeb 2)

Subject to the terms of this agreement, RheoLogic Ltd hereby grants to the User a licence to use TopWeb 2. The User shall use its best efforts to protect TopWeb 2 from unauthorised use. RheoLogic Ltd hereby agrees to deliver to the User on receipt of payment a perpetual Licence Code that will enable indefinitely all functions of the software. RheoLogic Ltd will also provide to the User a licence certificate for TopWeb 2 on the request of the User.

3. The Software

The software will always be downloadable from the RheoLogic Ltd website.

4. Support and Upgrade Policy

RheoLogic Ltd will provide, within reason, free of charge email support and access to any software upgrades to the User holding a valid licence of TopCoat 2. Where TopCoat 2 and TopWeb 2 have been purchased together, then reasonable email support and access to upgrades will also be extended to the User of TopWeb 2 during the valid support period. Existing users of TopCoat can upgrade to TopCoat 2 by paying the annual licence fee for TopCoat 2.

RheoLogic Ltd will provide, within reason, free of charge email support and access to any software upgrades for TopWeb 2 to the User within the first 90 days after the purchase of the TopWeb 2 licence. The period of this support agreement can be extended to 12 months by purchasing an additional annual support package. Existing users of TopWeb can upgrade to TopWeb 2 by paying the annual support licence fee for TopWeb 2.

5. Liabilities

TopCoat 2, TopWeb 2 and/or any other information provided by RheoLogic Ltd to the User under the terms of this Agreement shall be accurate to the best of RheoLogic Ltd's knowledge and belief, but no warranty is given in respect of such accuracy. Since RheoLogic Ltd shall have no control over the use to which TopCoat 2, TopWeb 2 and/or such other information are put to by or on behalf of the User, RheoLogic Ltd shall not be liable in any way whatsoever to the User or to any other third party as a consequence of such use of TopCoat 2, TopWeb 2 and/or any such other information. RheoLogic Ltd holds the User free from any responsibility for any infringement of the intellectual property of any individual or organisation and if such infringements are discovered RheoLogic Ltd will endeavour to rectify the situation and issue without charge to the User new versions of the Software that are devoid of such infringements.

6. Payment

Initial and annual Licence Codes will be issued on receipt of payment. Payment can be by cheque payable in pounds sterling to **RheoLogic Ltd** sent to **RheoLogic Ltd., PO Box 28, LEEDS, LS8 1UH, U.K.** Or by bank account transfer, the details of which will be supplied with a written quotation.

7. Relocation (TopCoat 2)

Within reason the User is permitted to move the licence for TopCoat 2 to a different machine within a valid licensing period, only on the provision of a "Removal Code" supplied to RheoLogic Ltd by the User.

8. Relocation (TopWeb 2)

Within reason the User is permitted to move the licence for TopWeb 2 to a different machine within a the first year of purchase or during a valid support period, only on the provision of a "Removal Code" supplied to RheoLogic Ltd by the User.

9. Cancellation

The User may cancel a licence within the first 30 days of purchase/renewal and the licence fee will be refunded when RheoLogic Ltd has received the valid Removal Code, thereafter cancellation will automatically occur 30 days after the annual licence fee date has passed, where payment has not been received.