

# SOFTWARE USER LICENCE AGREEMENT

This User Licence Agreement (Ref: DS/L/25/001) is between NPL Management Ltd (hereafter referred to as “NPL”) and you, the “User”, either acting on behalf of your organisation or yourself.

It is hereby agreed that the User will be permitted to use NPL’s MCM2MCMC Software (hereinafter referred to as the “Software”) free of charge for the express purpose of their own use in accordance with the following terms and conditions of this Agreement.

## **Copyright**

Copyright ownership of the Software is vested in the Crown. The User may only make one copy of the Software, and any associated written material, as a back up.

## **Performance of the Software**

The Software is provided “as is” without warranty of any kind. NPL will use its reasonable endeavours to resolve any reported problems found in running the Software, but NPL does not guarantee to fix any problems in the Software or to provide any updates or patches by a particular date.

NPL further disclaims all implied warranties including, without limitation, any implied warranties of merchantability or of fitness for a particular purpose. The entire risk arising out of the use or performance of the Software and documentation remains with the User.

## **Other Restrictions**

The User will not rent, lease, sublicense, transfer, resell the Software (either in whole or in part) or use it for commercial purposes without NPL's prior written permission.

## **No Liability for Consequential Damages**

To the maximum extent permitted by applicable law, in no event shall NPL or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software.

## **Assignment**

NPL will be fully entitled to assign or novate this Agreement to the Department of Science, Innovation and Technology or any party nominated by the Department.

**The User hereby understands that any use of NPL's MCM2MCMC Software (including small or unlimited use) will be entirely subject to the terms of this Licence Agreement.**

**The User also understands that they will NOT make use of (or be permitted to gain access to) NPL's MCM2MCMC Software if they are unable to accept and/or comply to the terms of this Licence Agreement unless a written agreement is obtained from NPL.**