

PERSONAL SOFTWARE LICENCE FOR BINARY VERSION OF OPENIFS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Licence, the following words and expressions shall have the following meanings:

Educational Use: Use of the Software solely for educational purposes, without passing the Software or any part of it on to any third party and not using it to generate Value Added Services;

ECMWF: The European Centre for Medium-Range Weather Forecasts, whose identity as the licensor and whose contact details are set out in the attached Licence Particulars;

IPR: All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Non-Commercial Research: Original investigation which is submitted for peer review and open publication and the results of which are made public as soon as reasonably practicable, without any delay linked to commercial objectives, without restriction of access and at a fee which does not exceed the cost of delivery; and

which does not involve the production or dissemination of live (real-time) data feeds; and

which is not associated with the provision by the Licensee of Value Added Services;

Permitted Use: Use of the Software **only** for Educational purposes and/or Non-Commercial Research,

Including:

loading and running of the Software;

copying and storing the Software for the Permitted Use and for backup purposes;

But excluding:

modifying, adapting, altering, translating or creating derivative works from, the Software;

decompiling, reverse engineering or extracting the source code from the Software;

use of the Software or any part of it for purposes other than the Permitted Use;

loading or running of the Software or any part of it by any individuals or legal persons other than You;

transmitting or distributing the Software or any part of it or any copies in any form to a third party;

Software: A copy of the binary version of ECMWF's OpenIFS, together with the tools, documentation and data files necessary to make Permitted Use of the Software;

Value Added Services: Meteorological or climatological services specifically conceived to meet the needs of third parties and made available under specific conditions;

You: The licensee, who shall be bound to comply with these license terms.

1.2 The headings used in this Licence are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms themselves;

1.3 Each provision of this Licence shall be construed separately. In the event that any provision shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law.

2. LICENCE

2.1 ECMWF hereby grants you a non-exclusive non-transferable (and not to be sub-licensed) licence to make Permitted Use of the Software, subject to the terms of this Licence;

2.2 ECMWF warrants that it has the right to grant you this Licence;

3. DATE AND TERM

3.1 This Licence shall take effect as soon as you acquire the Software from ECMWF;

3.2 Subject to the termination provisions below, this Licence shall last indefinitely;

4. YOUR GENERAL OBLIGATIONS

- 4.1 The fee for this licence is a peppercorn and ECMWF hereby acknowledges receipt of the fee;
- 4.2 You shall not, save to the extent permitted by law, rent, lease, sub-license, lend, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or its associated documentation or use, reproduce or deal in the Software or any part of it in any way;
- 4.3 You shall notify ECMWF immediately if you become aware of any unauthorised use of the whole or any part of the Software by any person;
- 4.4 You agree to take all reasonable steps to prevent any damage to or infringement of ECMWF's IPR in the Software;

5. LIMITS OF LICENCE

- 5.1 The Software is supplied on an "as is" basis and ECMWF gives no representation or warranty as to its accuracy, completeness or fitness for any purpose;
- 5.2 This Licence does not include any software support or maintenance;
- 5.3 ECMWF does not exclude liability for death or personal injury to the extent that the same arises as a result of its negligence or the negligence of its employees, agents or authorized representatives;
- 5.4 Subject to Clause 5.3 above, ECMWF shall not be liable to you for any loss or damage arising in connection with this Licence, the Software or its use, except to the extent to which it is unlawful to exclude such liability under the applicable law.
- 6.5 All IPR in the Software shall be owned by ECMWF and its licensor(s). The Software remains the property of ECMWF and, if applicable, its licensor(s) and your right to make Permitted Use of the Software will not give you any ownership rights or other interest in any of the Software.

6. CONFIDENTIALITY

- 6.1 The Software is proprietary and confidential. You hereby agree that you shall use the same solely in accordance with the provisions of this Licence and that you shall not at any time during or after the expiry or termination of this Licence, disclose the same, whether directly or indirectly, to any third party without ECMWF's prior written consent;
- 6.2 You shall ensure that any person you permit to use the Software is aware of and complies with the confidentiality

provisions of this Licence. If you become aware of any breach of confidentiality by any such person or by any third party, you shall promptly notify ECMWF and give it reasonable assistance in connection with any enquiries or claims, which ECMWF may make as a result;

7. TERMINATION

- 7.1 ECMWF may terminate this Licence with immediate effect by giving notice if you commit any breach of any term of this Licence and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within thirty (30) days after receiving ECMWF's written request for the breach to be remedied (such request to contain a warning of ECMWF's intention to terminate in the absence of a remedy);
- 7.2 Upon termination of this Licence, you shall delete all copies of the Software in your possession or control and, if requested by ECMWF, certify in writing to ECMWF that the Software has been deleted;
- 7.3 The termination of this Licence (howsoever occasioned) shall not affect any accrued rights of either party nor shall it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

8. MISCELLANEOUS

- 8.1 The Parties intend that this Licence is the sole and entire agreement between them relating to the Software and they hereby agree that it supersedes all prior agreements or arrangements relating to the same. ECMWF hereby excludes any offers, agreements, warranties, undertakings or other representations made about the Software to you unless they were fraudulently made or they are repeated in the terms of this Licence.
- 8.4 A person who is not a Party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 8.5 This Licence is governed by and shall be interpreted in accordance with the laws of England. The Parties shall attempt to settle any dispute amicably but if it cannot be so settled, it shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by three arbitrators, appointed in accordance with the said rules, sitting in London and conducting the proceedings in English. In accordance with Sections 45 and 69 of the Arbitration Act 1996, the parties hereby agree that a right of appeal by either of them, to the High Court, on a question of law, arising in the course of any arbitral proceedings or out of an award made in any arbitral proceedings, is hereby excluded.