

MUSICC SCENARIO WEBSITE LICENCE

IMPORTANT NOTICE TO ALL USERS

Please read the terms of this Licence carefully. By clicking on the 'accept' button, you agree to the terms of this Licence (as defined below), which will bind you. If you do not agree to the terms of this Licence, you can indicate so by clicking the 'cancel' button. Please note if you do not accept the terms of this Licence, you will not be able to access the Website (as defined below), you will not be able to search for any Scenarios (as defined below) and we will not Licence any Scenarios to you, and if applicable you will not be licenced to continue using any Scenarios that you have already downloaded.

IMPORTANT NOTICE TO CURRENT USERS

This Licence will apply to your ongoing use of any Scenarios from the date you accessed the Website and received these Licence terms. If you do not agree to the terms of this Licence you must not continue to use the Scenarios including any you have previously downloaded and the implied licence for such use is hereby expressly terminated.

You should print a copy of this Licence for future reference. You should also refer to the terms of our [privacy policy](#) and [cookie policy](#) which will apply to any collection of personal data from you through the Website and the use of any cookies.

1 LICENCE STATEMENT

- 1.1 This licence agreement ("Licence") is a legal agreement between you ("Licensee" or "you") and Transport Systems Catapult of 170 Midsummer Boulevard, Milton Keynes, United Kingdom, MK9 1BP and with registered company number: **08041919** ("Licensor", "us", "we" or "our").
- 1.2 This Licence relates to the library of automated driving system scenarios, against which vehicles can be tested ("Scenarios") which are stored on our Multi User Scenario Catalogue for Connected Autonomous Vehicles ("MUSICC System" or the "Website") and includes both existing and future Scenarios.
- 1.3 We licence the use of Scenarios to you on the basis of this Licence. We do not sell the Scenarios to you.

2 GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you providing information in relation to your use of the MUSICC System and your wider CAV testing and verification activities to us and agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Scenarios on the terms of this Licence.
- 2.2 Under the terms of this Licence you may:
 - 2.2.1 search for Scenarios;
 - 2.2.2 download Scenarios; and
 - 2.2.3 use the Scenarios for any purpose whatsoever.

3 RESTRICTIONS

- 3.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
- 3.1.1 not to copy the Scenarios, except where such copying is incidental to normal use of the Scenarios, or where it is necessary for the purpose of back-up;
 - 3.1.2 not to adapt, vary, alter or modify the Scenarios;
 - 3.1.3 not to share the Scenarios (whether in original form or as modified) outside of your organisation;
 - 3.1.4 to keep all copies of the Scenarios secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Scenarios;
 - 3.1.5 to include a copyright notice on all entire and partial copies you make of the Scenarios on any medium; and
 - 3.1.6 not to provide or otherwise make available the Scenarios in whole or in part in any form to any person without prior written consent from us.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge that none of the intellectual property rights in the Scenarios belong to you and that you have no rights in relation to the Scenarios, other than to use them in accordance with the terms of this Licence.

5 LIMITED WARRANTY

- 5.1 We warrant that we have the right to licence the Scenarios to you under the terms of this Licence.

6 EXCLUSION OF LIABILITY

- 6.1 You acknowledge that the Scenarios have not been developed to meet your individual requirements, and that it is therefore your responsibility to determine how to use the Scenarios to meet your requirements
- 6.2 You acknowledge that the Scenarios are intended for your own use and for research and development purposes only, it is not intended that they should be relied upon in relation to any physical testing of products.
- 6.3 You further acknowledge and agree that the use of the Scenarios is at your own risk. We shall not in any circumstances whatever be liable to you, save for any liability that cannot be excluded by law, for any loss or damages or any other liability whatsoever from your use of the Scenarios.
- 6.4 Nothing in this Licence shall limit or exclude our liability for:
- 6.4.1 death or personal injury resulting from our negligence;
 - 6.4.2 fraud or fraudulent misrepresentation; or
 - 6.4.3 any other liability that cannot be excluded or limited by English law.

- 6.5 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Scenarios. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Scenarios which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

7 TERMINATION

- 7.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 7.2 Upon termination for any reason:
- 7.2.1 all rights granted to you under this Licence shall cease;
 - 7.2.2 you must immediately cease all activities authorised by this Licence; and
 - 7.2.3 you must immediately delete or remove any Scenarios from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Scenarios then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

8 COMMUNICATIONS

- 8.1 Any notice given by you to us, or by us to you, will be deemed received and properly served (i) immediately when posted on the Website, or (ii) 24 hours after an e-mail is sent.
- 8.2 In proving the service of any notice, it will be sufficient to prove in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

9 EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control (as defined at 9.2).
- 9.2 An Event Outside Our Control means any act or event beyond our reasonable control.
- 9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- 9.3.1 our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - 9.3.2 we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

10 GENERAL

- 10.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 10.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 10.3 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence or any document expressly referred to in it.
- 10.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.5 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.6 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales save that injunctive relief may be sought in any relevant jurisdiction.