

WARNING – READ CAREFULLY

- THE SOFTWARE TO WHICH THIS LICENCE REFERS IS COPYRIGHT MATERIAL PROTECTED BY LAW.
- THIS LICENCE IS A LEGAL AGREEMENT BETWEEN:
 - “THE LICENSOR” (THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE WHOSE REGISTERED ADDRESS IS AT THE OLD SCHOOLS, TRINITY LANE, CAMBRIDGE CB2 1TN, UK)
 - “THE LICENSEE” (YOUR ORGANISATION)
- DOWNLOADING, INSTALLING OR USING THE SOFTWARE INDICATES YOUR AGREEMENT TO THE TERMS OF THIS LICENCE AND YOUR AGREEMENT THAT NO OTHER TERMS PROPOSED BY YOU OR YOUR ORGANISATION APPLY. IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL OR USE THIS SOFTWARE.

NON-EXCLUSIVE ACADEMIC LICENCE FOR INTERNAL RESEARCH USE ONLY

IT IS AGREED as follows:

The following definitions apply to this Agreement

“The Software” : the code, known under the Title and version number shown opposite, as delivered on or before the Licence Period begins. It includes without limitation all discs documentation and manuals supplied and all copies of the Software.	Title : ISOLDE Version : 1.0b1 Source/object code : Object code
“Licence Period”	Perpetual from the date of download of the Software
Licensor “Contact” and “Address”	Tristan Croll Wellcome Trust/MRC Building, Hills Rd, Cambridge, CB2 0QQ, UK
“User Definition”	Users at the site at which the software is
“Authors” of the Software	Tristan Croll

- 1 In consideration of the downloading of the Software by the Licensee and the acceptance of the terms of this Licence, the Licensor grants the Licensee a non-exclusive and non-transferable licence, for internal academic, not-for-profit use only, for any user within the User Definition to install, load, display, run and make necessary back-up copies of the Software during the Licence Period upon the following terms:

- 2 The Licensee may correct errors, modify the Software and create derivative works. The Licensee shall copy all error corrections promptly to the Licensor and hereby assigns copyright in them to the Licensor. The Licensee shall own modifications and derivative works it makes of the Software but not any Software incorporated in them. The restrictions in clause 3 shall also apply to any modification or derivative work, to the extent that it is based on or utilises the Software, unless the Licensor's prior written consent to vary the restrictions has been obtained. Such consent shall be subject to payment and to such other terms as may be fair and reasonable in the circumstances.
- 3 The Licensee shall not distribute, sub-license, sell, lend, provide access (including without limitation via a public-access internet site) to the whole or any part of the Software or use it to process the work of any third party.
- 4 The Licensee shall supervise the use of the Software, control access to it and keep it secure. The Licensee remains fully responsible at all times for all acts and omissions of anyone it allows to use the Software and for ensuring such person understands and observes this Licence. This responsibility includes without limitation any employee, student, independent contractor or visiting researcher.
- 5 Except for the rights expressly set out in this Licence, no licence is granted and all rights, title, interest in and to the Software (including without limitation any patent rights) in all formats and media throughout the world now or hereafter are and shall remain the exclusive property of the Licensor and other rights holders.
- 6 The Licensee shall acknowledge the Authors and use of the Software in the publication of any results achieved through use of the Software.

The Licensee shall reproduce a copyright notice on every copy of the Software (including partial copies) and on any accompanying manuals and documentation in the form "Copyright © The Chancellor, Masters, and Scholars of the University of Cambridge. All rights reserved." with the date the Software was written inserted after the sign "©". Trademark and other proprietary notices must also be reproduced but the Licensee has no other right to use the name, arms, trademark, logo or other designation of the Authors or the Licensor.

- 7 The Licensee acknowledges that the Software is confidential. Unless required to disclose by law, stock exchange or in connection with legal proceedings the Licensee shall keep the Software confidential and secret, together with all know-how, techniques, ideas, principles and concepts which underlie the Software and all information supplied by the Licensor in relation to the Software or which is otherwise identified as confidential.

The obligations in this Clause do not apply to information which is in or becomes part of the public domain in a lawful manner. The obligations in this Clause shall survive the expiry or earlier termination (for whatever reason) of the Licence Period for a period of three years.

- 8 The Licensee acknowledges that the Software is at an early stage of development and is not error-free, that it is provided "AS IS" and that specific results and uninterrupted running cannot be expected. The Licensee therefore agrees that the existence of errors in the Software shall not constitute a breach of this Licence. The Licensor shall not be required to load, test, debug, maintain or improve the Software.
- 9 NO WARRANTY, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, IS GIVEN OR ASSUMED BY THE LICENSOR, INCLUDING WITHOUT LIMITATION AS TO NON-INFRINGEMENT OR THE CONDITION, PERFORMANCE, SATISFACTORY QUALITY OR FITNESS FOR PURPOSE OF THE SOFTWARE AND ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10 The limitations and exclusions in this Licence shall not apply in respect of claims for personal injury or death caused by negligence or in respect of fraud or fraudulent misrepresentation.

- 11 EXCEPT AS PROVIDED BY CLAUSE 10, NEITHER THE LICENSOR OR ITS EMPLOYEES OR STUDENTS SHALL BE LIABLE FOR ANY DAMAGES OR EXPENSES OF WHATSOEVER NATURE AND HOWSOEVER ARISING (INCLUDING WITHOUT LIMITATION IN CONTRACT, TORT, NEGLIGENCE OR FOR BREACH OF STATUTORY DUTY OR MISREPRESENTATION) IN CONNECTION WITH ANY RIGHT OR LICENCE GRANTED OR USE OF THE SOFTWARE OR OTHERWISE IN CONNECTION WITH THIS LICENCE OR ANY RELATIONSHIPS ESTABLISHED BY IT. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, IN THE EVENT THAT THE LICENSOR, ITS EMPLOYEES OR STUDENTS SHOULD BE FOUND LIABLE, THEN THEIR AGGREGATE LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO £1,000; AND NONE OF THEM SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, OR BUSINESS OPPORTUNITY, LOSS OF GOODWILL, DATA LOSS, BUSINESS DISRUPTION OR COMPUTER FAILURE.
- 12 The Licensor may terminate the Licence Period early by written notice if the Licensee fails to comply with any provision of this Licence within 14 days of being required to do so in writing. Upon termination the Licensee shall immediately stop using the Software and shall certify to the Licensor within 5 days that the Licensee has removed all copies from its systems. The expiry or termination of the Licence Period is without prejudice to any other rights or remedies of either party under the Licence or at law and does not affect any rights or obligations which have arisen or accrued up to and including the date of expiry or termination. Clauses 5, 7 to 12 inclusive and 14, and 16 shall survive termination or expiry.
- 13 The Licensee shall not assign or otherwise transfer all or any part of this Licence, without the Licensor's prior written consent.
- 14 This Licence and any matters relating to it shall be governed and construed in accordance with the laws of England and Wales. The parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts, except that a party may seek an interim injunction in any court of competent jurisdiction.
- 15 This Licence constitutes the entire agreement and understanding of the Licensor and Licensee relating to the subject matter of this Licence. This Licence cannot be waived or varied except in writing signed by the Licensor. If the whole or any part of a provision of this Licence is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction, unless it alters the basic nature of this Licence or is contrary to public policy.
- 16 This Licence does not constitute one party the partner, agent, or legal representative of the other. The Licensor its employees and students may enforce terms which expressly confer rights on them, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999. Save as aforesaid no term of this Licence shall be enforceable under that Act by a person who is not a party to this Licence.
- 17 Notices shall be served on the other party's Contact at the Address and shall be deemed served on delivery (or upon confirmed successful fax transmission) on a working day before 5pm or within 3 working days of first class posting in the UK, 7 working days if posted outside the UK.