

# Licence for the Use of the NWC/PPS and /or NWC/GEO Software

The Licensee undertakes to comply with the following conditions for the use of the Software:

#### **Article 1: Grant of Licence**

- 1. The Software is made available to the Licensee free of charge to use for any internal purpose at the address given in the licence application.
- 2. The Software is provided by **AEMET** on behalf of EUMETSAT and the NWC SAF Partners, referred to in paragraph 4, through the NWC SAF website at <u>http://www.nwcsaf.org</u>. The Software will not be provided on a physical medium.
- 3. **AEMET**, with the support of the other **NWC** SAF Partners, will release the Software and provide maintenance, helpdesk and electronic support of the Software for every new version of the Software until the Licence is terminated.
- 4. The Licensee acknowledges that the Software has been developed through contributions from EUMETSAT and the NWC SAF Partners listed on the NWC SAF website at http://www.nwcsaf.org. The Licensee further acknowledges that the Software contains pre-existing elements which were not delivered in the context of the NWC SAF and which are therefore not owned by EUMETSAT but by individual NWC SAF Partners or other entities. The pre-existing elements are clearly identified in the Software and in the NWC SAF website at http://www.nwcsaf.org.
- 5. The Licensee does not acquire further rights than the right to use the Software for internal purposes and shall in no event assert any such further rights against EUMETSAT, its Member States and Cooperating States, or the **NWC** SAF Partners.
- 6. The Licensee shall not assign or transfer any right to use all or part of the Software to any third party without the prior written consent of EUMETSAT. Any relocation of all or part of the Software to another place or redistribution of all or part of the Software to any third party is not allowed.



# Article 2: Disclaimer of Warranties

- 1. To the best of EUMETSAT's knowledge the Software is not subject to any rights or claims of third parties, except for the pre-existing elements of the Software identified in NWC SAF website at htpp://www.nwcsaf.org. EUMETSAT does not accept liability in this respect, nor for any consequences, whether direct or indirect, of any use of this Software by the Licensee.
- 2. Neither EUMETSAT, its Member States nor the **NWC** SAF Partners are liable for the usefulness or proper functioning of the Software, nor do they accept any liability for any consequences, whether direct or indirect, of any use of the Software or for any results related to the use of the Software or for any right or claims by third parties related to all or any part of the Software or its use.

# Article 3: Entry into force, Duration and Termination

- 1. This Licence shall enter into force upon signature by both parties and shall remain in force until 28 February 2022. It may be extended by mutual written agreement between the parties.
- 2. Either party may terminate the Licence by giving at least 3 months' written notice.
- 3. Notwithstanding paragraph 2, any default on the part of the Licensee of any of its obligations under this Licence shall entitle EUMETSAT to cancel this Licence without notice, without prejudice to its right to damages.
- 4. On termination of the Licence, the Licensee shall either return the Software to EUMETSAT or shall certify to EUMETSAT that he has destroyed the Software and that there are no further copies in his possession.

### **Article 4: Applicable Law and Arbitration**

- 1. The laws of the Federal Republic of Germany shall apply to this Licence.
- 2. Any dispute arising out of this Licence which cannot be settled by negotiation shall, at the request of either party, be submitted to an arbitration tribunal. The party which intends to submit the dispute to arbitration shall notify the other party.
- 3. The arbitration tribunal consists of three members. One arbitrator designated by EUMETSAT and one arbitrator designated by the Licensee are to be nominated within two months after the date of receipt of the request for arbitration. A third arbitrator, designated by the first two arbitrators within two months after the date of their nomination, shall act as chairman. Should the first two arbitrators be unable to agree on the third arbitrator within the time period indicated above, the latter shall be designated at the request of either party by the President of



the International Chamber of Commerce. Should one of the first two arbitrators not be designated within two months from the request of a party for arbitration, the latter shall, on the request of either party, be nominated by the President of the International Chamber of Commerce.

- 4. The arbitration tribunal shall have its seat in Darmstadt, Germany.
- 5. The law governing the arbitration shall be the law governing the Licence. This applies also to the procedure for the arbitration tribunal.
- 6. The award of the arbitration tribunal shall be determined by a majority vote. The award shall be final and binding on the parties.
- 7. The execution of the arbitration award shall be governed by the rules in force in the State on whose territory the award is to be executed.

In	In Madrid
On	On
For the Licensee	For EUMETSAT (AEMET)
	María López Bartolomé NWCSAF Chairperson

The contact details of the Licensee are as follows:

Contact Person	Telephone No.	
Address	 Fax No.	
	 E-mail	