

LICENCE AGREEMENT

for the use of

NWC SAF Software

This Agreement governs the licensing conditions for the use of the NWC/PPS and/or NWC/GEO Software (collectively referred to as the “**Software**”).

The purpose for which the Software has been developed is described on the NWC SAF website (nwc-saf.eumetsat.int) (“**NWC SAF Website**”) and in the documentation distributed along with the Software.

This Agreement is concluded between the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT), represented by the State Meteorological Agency of the Kingdom of Spain (“**AEMET**”), and the person whose details appear in the licence application (**personal licence**), or the organisation represented by that person (**institutional licence**) (hereinafter the “**Licensee**”).

This Agreement covers the Software that the Licensee has selected for download in the User Area of the NWC SAF website, for which the Licensee has to register.

Article 1: Grant of Licence

1. The Software is 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 distributed to the Licensee through the NWC SAF Website.
3. The Licensee does not acquire further rights than the **right to use the Software for internal purposes** and shall not assert any such further rights against EUMETSAT, its Member States¹, or the NWC SAF Partners².
4. The Licensee is prohibited from redistributing, transferring, assigning or sub-licensing the Software, or any part thereof, to any third parties.
5. The Software may contain intellectual property rights of which EUMETSAT is not the owner. If additional conditions apply to any pre-existing element(s) of the Software, other than mentioned in this Agreement, these will be specified in the applicable documentation.
6. AEMET, with the support of the NWC SAF Partners, on behalf of EUMETSAT, provides maintenance and helpdesk support for the Software, for the duration specified in the applicable documentation or termination of the present Agreement, whichever occurs first.

¹ Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the United Kingdom

² AEMET, Météo-France, Zentralanstalt für Meteorologie und Geodynamik (ZAMG), Swedish Meteorological and Hydrological Institute (SMHI), National Meteorology Agency Romania (NMA)

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 element(s) of the Software identified in the applicable documentation distributed along with the Software. 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. EUMETSAT, its Member States, and the NWC SAF offer no warranty and are not liable for the continuity, availability, or quality or suitability for any purpose of the Software. They do not accept 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.

Article 3: Entry into force, Duration and Termination

1. This Licence shall enter into force upon signature by both parties.
2. This Agreement remains in force until terminated by either EUMETSAT or the Licensee, giving at least 3 months' written notice (safnwchd@aemet.es).
3. Notwithstanding paragraph 2, any breach by the Licensee of any of its obligations under this Agreement entitles EUMETSAT to terminate this Licence without notice, and without prejudice to EUMETSAT's right to damages.
4. On termination of this Agreement, the Licensee shall certify to EUMETSAT that the Software and any copies thereof have been destroyed.

Article 4: Dispute Settlement

1. Where a dispute arises regarding the interpretation or implementation of this Agreement, AEMET, on behalf of EUMETSAT, and the Licensee shall first attempt to settle amicably and in good faith.
2. If the Parties fail to resolve the dispute in accordance with paragraph 1, either Party may request to submit it to an arbitration tribunal.
 - i. The arbitration tribunal consists of three members. Each Party designates an arbitrator within two months after the date of receipt of the request for arbitration. A third arbitrator, designated jointly by the first two arbitrators within two months after the date of their nomination, shall act as chairman.
 - ii. If an arbitrator is not appointed within the defined period, that arbitrator will be nominated by the President of the International Chamber of Commerce.
 - iii. The arbitration tribunal will have its seat in Darmstadt, Germany, and will determine its own rules of procedure.

- iv. The language to be used in the arbitral proceedings shall be English.
- v. The award of the arbitration tribunal will be determined by a majority vote. The award will be final and binding on the Parties.

In

In Madrid

On

On

For the Licensee

For **AEMET**

On behalf of EUMETSAT

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Fernando Belda Esplugues
NWCSAF Chairperson

The contact details of the Licensee are as follows:

Contact Person _____

Telephone No. _____

Address _____

Email _____