

SOFTWARE END-USER LICENCE AGREEMENT

This End-User Licence Agreement (Ref: CMSC/M/04/537) is between NPL Management Ltd (hereinafter referred to as “NPL”) – a wholly owned subsidiary of Serco Group plc acting under Contract to the Department of Trade & Industry – and you (the “End-User”) either acting on behalf of your organisation or yourself.

It is hereby agreed that End-User will be permitted to use NPL’s XGENLINE Software free of charge for the express purpose of their own work in accordance with the following terms and conditions of this Agreement:

Copyright

Copyright ownership of the XGENLINE software belongs to the Secretary of State. NPL has the right to manage it on behalf of the Secretary of State. The User may only make one copy of the Software and any associated written material, as a back up.

Performance of the Software

The Software is provided “as is” with no guarantee of fitness for purpose. NPL will use its reasonable endeavours to resolve any reported problems found in installing and running the Software, but NPL does not guarantee to fix any problems in the Software nor to provide any updates or patches by a particular date.

Other Restrictions

The User will not rent, lease, sublicense, transfer, resell the Software (either in whole or in part) or use it for commercial purposes without NPL’s prior written permission. The User will not reverse engineer, decompile, or disassemble the Software.

No Liability for Consequential Damages

To the maximum extent permitted by applicable law, in no event shall NPL or its suppliers be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software.

Assignment

NPL will be fully entitled to assign or novate this Agreement to the Department of Trade and Industry (DTI) or any party nominated by the DTI.

The End-User hereby understands that any use of NPL’s XGENLINE software package (including small or unlimited use) will be entirely subject to the terms of this Licence Agreement.

The End-User also understand that they will NOT make use of (or be permitted to gain access to) NPL’s XGENLINE software if they are unable to accept and/or comply to the terms of this Licence Agreement unless a written agreement is obtained from NPL.

Such agreement shall not be unreasonably withheld.