

# SOFTWARE END-USER LICENCE AGREEMENT

This User Licence Agreement (Ref: MSC/X/07/999) 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 “User” either acting on behalf of your organisation or yourself.

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

## Copyright

Copyright ownership of the XLGENLINE software is vested in the Crown. 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” without warranty of any kind. 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. NPL further disclaims all implied warranties including without limitation any implied warranties of merchantability or of fitness for a particular purpose. The entire risk arising out of the use or performance of the Software and documentation remains with the User.

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

**The User also understands that they will NOT make use of (or be permitted to gain access to) NPL’s XLGENLINE 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.**

*National Physical Laboratory, Teddington, Middlesex, UK, TW11 0LW*

*© Crown Copyright 2007. Reproduced with the permission of the Controller of HMSO and the Queen’s Printer for Scotland.*