

General Terms and Conditions applicable to Licenced Software

All Licenced Software is subject to these General Terms and Conditions together with the applicable Special Terms.

NOC Innovations Ltd (a trading subsidiary of the National Oceanography Centre) (“the NOC”, “us”, “we” and “our”) is willing to licence the Licenced Software to you as the individual, the company or the legal entity that will be utilising the Licenced Software (“Licensee”, “you” or “your”), only on the condition that you accept all of these General Terms and Conditions together with the applicable Special Terms. Read these General Terms and Conditions and the applicable Special Terms very carefully before using the Licenced Software. Acceptance of these General Terms and Conditions and any applicable Special Terms acts as a legal and enforceable contract between you and the NOC. By opening the Licenced Software package, breaking the Licenced Software seal, clicking the “I agree” or “Yes” button, or otherwise indicating assent electronically, or loading the Licenced Software, downloading the Licenced Software or otherwise using the Licenced Software, you agree to these General Terms and Conditions and the applicable Special Terms. If you do not agree to these General Terms and Conditions and the applicable Special Terms, click the “I do not agree” or “No” button or otherwise indicate refusal and make no use of the Licenced Software. These General Terms and Conditions will apply concurrently with the applicable Special Terms.

1. Definitions.

“**Documentation**” means any user documentation the NOC provides with the Licenced Software.

“**General Terms and Conditions**” means these general terms and conditions for the licencing of software and applications from the NOC software products portal.

“**Licenced Software**” means the NOC software product that you wish to purchase a licence to use pursuant to these General Terms and Conditions, together with the applicable Special Terms and Documentation included in, or provided for use with, such software product.

“**Special Terms**” means the product specific terms and conditions which are applicable to the Licenced Software.

“**Upgrade**” means any version of the Licenced Software that has been released and which replaces the prior version of the Licenced Software.

2. Licence Grant.

2.1 Subject to receipt of payment to the NOC (the absence of which shall make this arrangement between you and the NOC null and void) from you of the fee associated with the licence of the Licenced Software together with your compliance with these General Terms and Conditions (and the applicable Special Terms), the NOC grants you the following rights:

- (i) a non-exclusive, non-transferable licence to use the Licenced Software (subject to any limitations specified in these General Terms and Conditions or the applicable Special Terms). The exact type of licence that you are granted will depend primarily on your industry, the type of work you intend to carry out with the Licenced Software and/or

the product you are using. However the licences generally fall into categories of either commercial use or academic use.

The specific type of licence will need to be agreed with the NOC prior to your use of the Licenced Software and will be noted on the applicable Special Terms or through another agreed mechanism.

- (ii) For standalone software: the right to make a single uninstalled copy of the Licenced Software for archival purposes which you may use and install for disaster-recovery purposes (i.e. where the primary installation of the Licenced Software becomes unavailable for use).

2.2. The duration of your license to use the Licenced Software will be determined on a case by case basis dependent on the Licenced Software and in any case will either be specified in the applicable Special Terms or controlled by the software itself via a supplied licence. In the latter case, the software will display the licence restrictions (e.g. geographical, temporal) on screen.

3. Your responsibilities.

3.1 For standalone software you are responsible for installation of the Licenced Software onto your computer system. If you encounter any problems during the installation process, the NOC will provide basic technical support at no cost. This is limited only to installation problems.

3.2 You must ensure that proper security precautions are followed to secure backup copies of all Licenced Software.

3.3 You are responsible for the interpretation of the results produced by the Licenced Software.

3.4 You shall be satisfied that the Licenced Software meets your needs. It is your sole responsibility to determine whether the Licenced Software is ready for operational use before it is so used. As indicated in clause 7 of these General Terms and Conditions, the NOC does not provide any warranty that the Licenced Software will meet your needs.

4. Licence Restrictions.

4.1. You may not, without the NOC's prior written consent conduct, cause or permit the: (i) use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licenced Software except as expressly provided in these General Terms and Conditions or the applicable Special Terms; (ii) creation of any derivative works based on the Licenced Software; (iii) breach of any applicable technology control or export laws or regulations; (iv) reverse engineering, disassembly or decompiling of the Licenced Software; (v) use of the Licenced Software by any party other than you. You shall indemnify and hold the NOC harmless in respect of any losses or expenses incurred by the NOC as a result of the unauthorised use of the Licenced Software by any third party.

4.2. The Licenced Software is not intended to be installed or used in life-threatening environments or for potentially life-threatening applications, including, but not limited to, environments or applications involving safety critical systems. You undertake not to use the Licenced Software for any such purposes and shall indemnify and hold the NOC harmless from and against all

liability and related costs which the NOC is subject to arising out of your unauthorised use of the Licenced Software for any such purposes.

4.3. The NOC reserves the right, if necessary, to require you to have a USB security dongle (supplied by the NOC) present on the relevant computer before the Licenced Software can run.

4.4. *Demonstration Licences.* If you have received the Licenced Software on a demonstration licence, you are permitted to use the Licenced Software internally for evaluation purposes to determine whether to purchase the full version of the Licenced Software. Until you have purchased a full version, you must make no other use of the Licenced Software.

4.5. Any product specific restrictions will be provided to you in the form of the Special Terms.

5. Confidentiality and Publication.

5.1 Except as otherwise set forth in these General Terms and Conditions or the applicable Special Terms, it is agreed that all code, inventions, know-how and business, technical and financial information disclosed to the receiving party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any NOC software products and any performance information relating to said software products will be deemed Confidential Information of the NOC without any marking or further designation. Except as expressly authorised herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these General Terms and Conditions and the applicable Special Terms. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than those stated in these General Terms and Conditions and that the Receiving Party remains responsible for compliance by them with the terms of these General Terms and Conditions. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

5.2 Rules regarding publication of work and data by you that has utilised the Licenced Software and rules regarding citations are determined on a product specific basis and will be specified in the applicable Special Terms.

6. Ownership and Title.

The Licenced Software is the proprietary property of the NOC or its licensors and is protected by copyright law. NOC and its licensors retain any and all rights, title and interest in and to the Licenced Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licenced Software. Your rights to use the Licenced Software shall be limited to those expressly granted in these General Terms and Conditions and the applicable Special Terms. All rights not expressly granted to you are retained by the NOC and/or its licensors. The NOC always reserves the right to make improvements, substitutions, modifications or enhancements to any part of the Licenced Software at any time. Should the NOC release an Upgrade of the Licenced Software, you will be contacted (by email) informing you of this; the Upgrade will be made available on the NOC website for download. If it is not possible to download the Upgrade then you may request by e-mail for the Upgrade to be sent to you by other means.

7. Warranty Disclaimers.

- 7.1 The NOC makes no warranties or representations that the Licenced Software will meet your requirements or be fit for any particular purpose, that the operation or use of the Licenced Software will be uninterrupted or error-free or that the Licenced Software will appear precisely as described in the Documentation. Notwithstanding the foregoing, if the CD or other media is defective, the NOC will replace the disk or other media at no charge to you provided that the defective item is returned to the NOC within sixty (60) days from the date of despatch.
- 7.2 The NOC makes no warranties or representations that any demonstration versions of the Licenced Software are of the same accuracy and standard as the full versions of the Licenced Software.

8. Limitation of Liability. To the maximum extent permitted by law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will the NOC or its subsidiaries or parent, licensors, suppliers or agents be liable to you for (i) any costs of procurement of substitute or replacement goods and services, loss of profits, loss of use, loss of or corruption to data, business interruption, loss of production, loss of revenues, loss of contracts, loss of goodwill, or anticipated savings or wasted management and staff time; or (ii) any special, consequential, incidental or indirect damages whether arising directly or indirectly out of these General Terms and Conditions or the applicable Special Terms, any use made of the Licenced Software and any output generated by the Licenced Software, even if the NOC or its licensors, suppliers or agents had been advised such damages might occur. In no case shall the NOC's liability exceed the total amount of the fees you paid to receive a license to the Licenced Software in the preceding one (1) year from the date of your claim.

9. Termination. You may choose to stop using the Licenced Software and terminate the contractual relationship established with the NOC through these General Terms and Conditions and the applicable Special Terms at any time for any reason upon written notice to the NOC, but, upon any such termination you will not be entitled to a refund of any pre-paid fees except where you return the Licenced Software and any Documentation (including packaging) to the NOC within thirty (30) days from the date of despatch from the NOC.

- 10. Publicity Rights.** We may identify you as a NOC customer in our promotional materials. We will promptly stop doing so upon your request.
- 11. Governing law and Jurisdiction.** These General Terms and Conditions and the applicable Special Terms are governed by English law and you submit to the exclusive jurisdiction of the English courts.
- 12. Force Majeure.** Neither the NOC or you will be liable to each other for any delay or failure to perform any obligation under these General Terms and Conditions and the applicable Special Terms (except for a failure by you to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.
- 13. Entire Agreement.** These General Terms and Conditions and the applicable Special Terms represent the entire agreement between you and the NOC relating to the Licenced Software and supersedes all prior or contemporaneous oral or written communications, proposals or representations between you and the NOC with respect to the Licenced Software or any other subject matter covered by these General Terms and Conditions and the Special Terms.