



SOFTWARE LICENCE TERMS

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which is not associated with the provision by the Licensee of Value Added Services;

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Value Added Services: Meteorological services specifically conceived to meet the needs of third parties and made available under specific conditions;

1.2 The headings used in this Licence are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms themselves;

1.3 Each provision of this Licence shall be construed separately. In the event that any provision shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law.

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3.3 Subject to the termination provisions below, this Licence shall last for the term set out in the Licence Particulars;

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7.3 The Licensee shall ensure that any person it permits to use the Software is aware of and complies with the confidentiality provisions of this Licence. If the Licensee becomes aware of any breach of confidentiality by any such person or by any third party, the Licensee shall promptly notify ECMWF and give it reasonable assistance in connection with any enquiries or claims, which ECMWF may make as a result;

8. TERMINATION

8.1 ECMWF may terminate this Licence with immediate effect by giving notice if the Licensee commits any breach of any term of this Licence and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within thirty (30) days after receiving ECMWF's written request for the breach to be remedied (such request to contain a warning of ECMWF's intention to terminate in the absence of a remedy);

8.2 Upon termination of this Licence, the Licensee shall delete all copies of the Software in its possession or control and, if requested by ECMWF, certify in writing to ECMWF that the Software has been deleted;

8.3 The termination of this Licence (howsoever occasioned) shall not affect any accrued rights of either party nor shall

it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

9. MISCELLANEOUS

9.1 Any notice required or permitted by this Licence shall be written and sent by email to the recipient's principal contact, at its principal place of business (as set out in the Licence Particulars);

9.2 Neither Party shall be bound by any change to any of the terms of this Licence, unless such change is set out in writing and signed by an authorised representative of both Parties.

9.3 The Parties intend that this Licence is the sole and entire agreement between them relating to the Software and they hereby agree that it supersedes all prior agreements or arrangements relating to the same. ECMWF hereby excludes any offers, agreements, warranties, undertakings or other representations made about the Software to the Licensee unless they were fraudulently made or they are repeated in the terms of this Licence.

9.4 A person who is not a Party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

9.5 This Licence is governed by and shall be interpreted in accordance with the laws of England. The Parties shall attempt to settle any dispute amicably but if it cannot be so settled, it shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by three arbitrators, appointed in accordance with the said rules, sitting in London and conducting the proceedings in English. In accordance with Sections 45 and 69 of the Arbitration Act 1996, the parties hereby agree that a right of appeal by either of them, to the High Court, on a question of law, arising in the course of any arbitral proceedings or out of an award made in any arbitral proceedings, is hereby excluded.