

**EUROPRACTICE SOFTWARE SERVICES  
ACADEMIC END USER AGREEMENT**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ (“Effective Date”)

BETWEEN:

Intel Corporation

located at

2200 Mission College Blvd.  
Santa Clara  
CA 95052-8119  
USA

(hereafter referred to as “Intel”)

AND

\_\_\_\_\_ (Institution Name)  
(hereafter referred to as End User)

\_\_\_\_\_ (Address of End User)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (Responsible Person)  
\_\_\_\_\_ (Telephone Number)  
\_\_\_\_\_ (Facsimile Number)

\_\_\_\_\_ (EUROPRACTICE Academic Subscription Number)

**TERMS AND CONDITIONS**

This legal document is an agreement between the End User and Intel. The Science and Technology Facilities Council (STFC) at Rutherford Appleton Laboratory (RAL), Harwell Science and Innovation Campus, Didcot, Oxon., OX11 0QX, United Kingdom (hereinafter referred to as “RAL”), will be responsible for arranging the issue and signature of EUROPRACTICE Software Services Academic End User Agreements.

## **PREAMBLE:**

Intel has authorised RAL under the European Communities EUROPRACTICE programme (the "EUROPRACTICE Programme") to supply its Products to EUROPRACTICE Programme establishments who have been granted an End User licence in the form of this End User Agreement to use these Products for educational purposes.

The End User has requested Intel to authorise the supply to it of a copy of the Products and to provide it with a licence to use the Product for the End User's educational and research purposes only. The End User confirms that it will remain a fully paid up member of the EUROPRACTICE Programme during the term of this End User Agreement.

The End User is an educational user that is an academic subscriber to the EUROPRACTICE Programme. RAL has concluded a Master Agreement with Intel in order to enable the use of the Products on special conditions.

The use of the Product requires End User's acceptance and continued compliance with the terms of this End User Agreement.

## **1. GRANT OF LICENCE**

Intel hereby grants to End User a non-exclusive, non-transferable copyright licence to use and display a copy of Intel's software programs (hereinafter the "Product") on the computer network installed in End User's organisation. Intel reserves all rights not expressly granted to the End User.

This licence is restricted to a non-commercial, educational use at the location of the End User (the "Site") and excludes the right of sublicensing. "Educational use" means the use of the Product by the End User only for undergraduate teaching, postgraduate research purposes and other educational purposes which are not intended for commercial exploitation provided always that any such use by the End User, its employees, undergraduates, or postgraduates hereby authorised to use the Product will not include its or their use of the Product directly or indirectly for any commercial purpose or purposes (including any joint venture for the design or validation of commercial products). Use of the Product for other purposes or subsequent commercialisation of the designs or products arising from education or research projects designed or validated using the Product may not be made without the prior written consent of Intel.

The End User acknowledges and agrees that the Product contains trade secrets or confidential information of Intel or its licensors; therefore save as permitted by this End User Agreement, the End User agrees to keep confidential and not to permit access to the Product or disclose any confidential information relating to the Product or Intel to any third party except to its employees or agents required to know the same for the purposes of carrying out their obligations hereunder or to any student or employee wishing to use the Product for bona fide educational purposes. The End User will take all reasonable precautions to protect the confidentiality of the Product and to ensure that any person permitted access to the Product does not provide it to others. In no event will the standard of care required by this paragraph be less than the care used by End User to protect similar confidential information of its own or as deemed reasonable in light of general industry practice.

The End User will allow Intel and or RAL access to its premises (including without limitation a right of access to the location of the End User) at reasonable times and with twenty four (24) hours notice to make such inspection and interview such persons on the premises that Intel or RAL reasonably requires to satisfy itself that the use of the Product does not breach any of the End User's obligations under this End User Agreement. The End User will comply fully with any such inspection.

## **2. LICENCE FEE**

The End User will pay the licence fee detailed in the current version of the EUROPRACTICE Academic Software Services, as published at <http://www.europractice.stfc.ac.uk> to RAL within thirty days of signing this End User Agreement. No licence will be granted until the licence fee has been received by RAL.

Subsequent licence fees which are mandatory for every year of continued use, including the maintenance fees, will be invoiced by RAL to End User and will be paid within thirty days after the date of RAL's invoice.

### **3. OWNERSHIP OF THE PRODUCT**

The licence is not a sale of the original Product or any copy. Title to the intellectual property rights to the Product, accompanying documentation and any copy made by End User remain with Intel or Intel's licensors.

### **4. MAINTENANCE OF THE PRODUCT.**

Maintenance service will be available from RAL and will only be available if the yearly maintenance fee as detailed in the current version of the applicable EURO PRACTICE Software Services Document has been paid to RAL. Intel will have no obligation to provide technical support to End User.

From time to time Intel may, at its discretion and mutual agreement of RAL, issue to RAL updates, bug fixes or patches to the Products (the "Updates"). Such Updates will be provided to End User by RAL. Intel will have no obligation to supply Updates to End Users. End User will treat any and all Updates in the same manner as agreed upon in the End User Agreement covering the original copy of Product provided to End User.

### **5. COPY RESTRICTIONS**

The Product and the accompanying written materials are protected by copyright. Unauthorised copying of the Product, including Product as modified, merged, or included with other software, or of the written materials, is expressly forbidden. The End User will be held legally responsible for any infringement that is caused or encouraged by its failure to abide by the terms of this licence. Any alteration, change or removal of any identifications from the Product, including but not limited to copyright, trademark or other notices or proprietary legends is forbidden.

Subject to these restrictions, and if the Product is not copy protected, one (1) copy of the Product may be made solely for backup purposes unless the End User has obtained an additional licence or licences which authorise in writing the use of this Product in connection with other designated computers. In any case the End User is obliged to reproduce the copyright notice on the backup copy.

End User will maintain a record of the number and location of all copies made of the Product and make such record available to Intel or RAL upon request.

### **6. USE RESTRICTIONS.**

The End User may not rent or lease the Product. The End User may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Product except where such decompilation is indispensable to obtain the information necessary to achieve the interoperability of an independently created computer programme with other programmes if the conditions of Article 6.1 of the European Union Council Directive dated May 14, 1991, relating to the legal protection of computer programmes are met.

End User may not use, copy, modify or transfer the Product or any copy thereof in whole or in part, or grant any rights in the Product or accompanying documentation, except as expressly provided in the End User Agreement. All rights not expressly granted are reserved by Intel or its Intel's licensors.

### **7. TRANSFER RESTRICTIONS.**

This Product is licensed only to the End User, and may not be sublicensed, transferred or assigned to anyone without the prior written consent of Intel. Any authorised transfer of the Product will be subject to the terms and conditions of this End User Agreement. In no event will the End User transfer, assign, rent, lease, sell, timeshare or otherwise dispose of the Product on a temporary or permanent basis except as expressly provided herein.

## **8. NO WARRANTY**

Intel disclaims all warranties of any kind (including all express, implied and statutory warranties, and all conditions of merchantability, fitness for particular purpose, and any warranty of non-infringement of any intellectual property of any third party) in connection with any products, technologies, services, or anything else provided to End User in connection with this Agreement, or any warranty otherwise arising out of any proposal, specification or sample. Intel neither assumes nor authorizes any person to assume for it any other liability.

With regard to the special circumstances of the EURO PRACTICE Programme as a whole, RAL makes no warranties.

## **9. LIMITATION OF LIABILITY**

In no event will Intel be liable for any damages whether arising from loss of profits, loss of use, incidental, consequential, or special damages, irrespective of whether Intel has advance notice of the possibility of such damages. In no event will Intel be liable in indemnity to End User. This includes, without limitation, liability for loss or corruption of data or infringement of intellectual property of any kind.

## **10. GENERAL.**

a) This End User Agreement supersedes any written or oral agreement between Intel and End User. This End User Agreement will apply, unless Intel and End User have agreed in writing to variations and additions notwithstanding any proposed variations or additions which may appear in any purchase order provided to Intel by the End User.

Any modification of the terms of this licence must specifically refer to this End User Agreement and must contain the written signature of an authorised representative of Intel and End User. No representative of Intel has been authorised to make any representation, warranty or promise not contained in this End User Agreement.

b) The waiver of any breach of any provision of this End User Agreement will not constitute a waiver of any subsequent breach of the same or other provisions of the End User Agreement. In the event that any provisions of this End User Agreement are held to be illegal or otherwise unenforceable, such provisions will be severed and Intel and End User will negotiate, in good faith, valid substitute provisions which most nearly affect the intent of the End User Agreement. The entire End User Agreement will not fail because of the severance of illegal or unenforceable provisions. This End User Agreement is governed by the laws of England.

## **11. TERMINATION**

a) This End User Agreement is effective until terminated pursuant to this Clause 11.

b) The Licences granted pursuant to Clause 1 of this End User Agreement will terminate automatically without notice from Intel if the End User fails to comply with any provision of this End User Agreement.

c) Intel may at its sole option immediately terminate this End User Agreement in the event that the End User fails to comply with the payment of the licence fees according to clause 2.

d) The End User may terminate this End User Agreement by giving ninety (90) days prior written notice to Intel and at the same time notifying RAL.

e) Either party will have the right to terminate this End User Agreement by giving written notice of termination to the other if the other party is guilty of a material breach or substantial breach of its obligations hereunder and has not remedied such breach if remediable within twenty (20) days of receiving notice requiring remedy of such breach.

f) Either party will have the right to terminate this End User Agreement forthwith without notice in the event that the operations of other party is suspended or wound up or a receiver appointed over all or a material

part of its assets or undertaking or it ceases to exist as a separate legal entity (whether by reason of dissolution, merger, amalgamation or otherwise).

g) Upon termination, the End User will return the written materials and all copies of the Product, including modified copies, to Intel. On Intel's request, the End User will destroy all items mentioned above and prove its compliance with these obligations to Intel.

h) Termination of this End User Agreement will not release either party from its obligations of confidence under this End User Agreement and will not prejudice or affect any right of action or remedy which will have accrued prior to termination or will accrue thereafter to either party.

i) Should the Master Agreement between Intel and RAL be terminated or breached in any way, the End user may continue to use the Product subject to satisfactory arrangements for continuation being made with Intel.

## 12. FORCE MAJEURE

Neither party will be liable for failure to perform any of its obligations hereunder if such failure results from force majeure viz. fire, explosion, accident, civil commotion, industrial dispute or any other event beyond its reasonable control.

## 13. INFORMATION.

In case of any questions concerning this End User Agreement, the End User may contact RAL in writing, by E-mail or telephone.

### Intel Corporation

### End User

Signature: \_\_\_\_\_  
(AUTHORISED REPRESENTATIVE)

Signature: \_\_\_\_\_  
(AUTHORISED REPRESENTATIVE)

Name: \_\_\_\_\_  
(PLEASE PRINT)

Name: \_\_\_\_\_  
(PLEASE PRINT)

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_