

TMMi® Assessment Method (TAM) Pack End User Licence

Customer: **To be completed**

End User Contact: *To be completed*

Licence ID *To be completed*

Expiry Date: *To be completed*

Applicable Model: **TMMi Release 1.0**

The TMMi Assessment Method (TAM) Pack (including the TAM Method and Tool) supplied with this USER LICENCE is provided subject to the terms of this USER LICENCE. If you, the purchaser, do not wish to accept these terms you must destroy the TAM Pack unused and notify the supplier of this action within thirty days of purchase, and you will receive a full refund of the purchase price. If you use any element of the TAM Pack, or fail

TP02 TMMi Assessment Method (TAM) Pack End User Licence R1.0 v2.0 to destroy it within thirty days you are deemed to have accepted these terms.

TMMi® Assessment Method (TAM) Pack End User Licence

1. ATTENTION

The LICENSED ARTEFACTS covered by this USER LICENCE are supplied subject to the terms of this USER LICENCE. If you, the purchaser, do not wish to accept these terms you must destroy these LICENSED ARTEFACTS unused and notify the supplier of this action within thirty days of purchase, and you will receive a full refund of the purchase price. If you use any of the LICENSED ARTEFACTS or fail to destroy them within thirty days you are deemed to have accepted these terms.

2. DEFINITIONS

- 2.1 LICENSED ARTEFACTS means the Method Descriptions, computer programme(s), data and all associated documentation whether in electronic form or otherwise which are contained in the product known as the TAM Pack.
- 2.2 SUPPLIER means the TMMi Foundation.
- 2.3 CUSTOMER means: **To be completed**
- 2.4 USER means the party who is employed by the CUSTOMER with the appropriate qualification to use the LICENSED ARTEFACTS.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 The LICENSED ARTEFACTS and any copies thereof whether in whole or in part, are TMMi Foundation Copyright © 2014 and comprise elements Copyright © 1995-2014, fully licenced to Piworx Ltd.
- 3.2 The CUSTOMER will follow all such reasonable instructions given by the SUPPLIER from time to time with regard to Trademarks and other indications of property and rights in respect of the LICENSED ARTEFACTS.
- 3.3 The CUSTOMER shall ensure that any Copyright Notice, Trademark or other proprietary rights notice on or within the LICENSED ARTEFACTS remain in evidence and are reproduced on any copies of the LICENSED ARTEFACTS made by the CUSTOMER or USER.

4. GRANT

- 4.1 The SUPPLIER hereby grants a non-exclusive, non-transferable Licence to the CUSTOMER for the USER to use, display and operate the LICENSED ARTEFACTS and information derived therefrom solely for the benefit of the CUSTOMER.
- 4.2 The CUSTOMER and the USER shall not without the SUPPLIER's prior written consent:
 - 4.2.1 make any backup or archival copies of the LICENSED ARTEFACTS for any purpose other than those which are necessary to ensure the integrity of the LICENSED ARTEFACTS in operation, this USER LICENCE applies to such copies as it applies to the LICENSED ARTEFACTS,
 - 4.2.2 decompile or translate the LICENSED ARTEFACTS except in accordance with statutory rights,
 - 4.2.3 undertake distribution or leasing of the LICENSED ARTEFACTS,
 - 4.2.4 use, display or operate the LICENSED ARTEFACTS external to the CUSTOMER's organisation on a commercial basis.
- 4.3 The rights granted to the CUSTOMER and the USER provide for:
 - 4.3.1 the customisation of the LICENSED ARTEFACTS which are the subject of this USER LICENCE solely for the benefit of the CUSTOMER and the USER,
 - 4.3.2 the USER to use, display and operate the LICENSED ARTEFACTS in conjunction with a suitable personal computer,
 - 4.3.3 the placement of some or all of the LICENSED ARTEFACTS on a single server or a group of connected (replicated) servers provided that the use of the LICENSED ARTEFACTS is restricted solely to the USER and only in accordance with the terms of this USER LICENCE,
 - 4.3.4 the reproduction and distribution of those items included in the support kit (e.g. the Participant's Guide) to staff members of the CUSTOMER and the display of output from the LICENSED ARTEFACTS for use by the CUSTOMER.

5. TERMINATION

- 5.1 The USER LICENCE shall terminate forthwith in the event of breach of any of its terms.
- 5.2 Upon termination of this USER LICENCE, the CUSTOMER will destroy the LICENSED ARTEFACTS and all copies of such and certify in writing that they have been destroyed.

6. WARRANTY

- 6.1 The SUPPLIER warrants that it has the right to market the LICENSED ARTEFACTS and will indemnify the CUSTOMER against any claims if it is not so entitled.
- 6.2 The SUPPLIER warrants that the LICENSED ARTEFACTS will be capable of performing as described in the appropriate user documentation.
- 6.3 The SUPPLIER does not warrant that the LICENSED ARTEFACTS will meet any CUSTOMER requirement or that the LICENSED ARTEFACTS in operation will be uninterrupted or error free.

7. LIABILITY

- 7.1 The SUPPLIER's entire liability and the CUSTOMER's sole and exclusive remedy for any and all liability or claims in connection with or arising out of this USER LICENCE or the existence, furnishing, functioning or

the CUSTOMER's use of the LICENSED ARTEFACTS provided under this USER LICENCE, for any cause whatsoever, and regardless of the form or nature of the liability or claim, whether in contract or in tort, including, without limitation, claims regarding property damage (except in respect of injury to or death of any person) due to the negligence of the SUPPLIER, shall be the CUSTOMER's actual direct damages such as would be provable in a court of law, but shall in any event not exceed the fees paid for the LICENSED ARTEFACTS by the CUSTOMER. The CUSTOMER agrees that the remedies available to the CUSTOMER in this USER LICENCE are exclusive remedies which the CUSTOMER agrees are reasonable, and all other remedies, statutory or otherwise, with respect to the subject matter hereof are hereby expressly waived by the CUSTOMER.

- 7.2 Save to the extent such liability cannot be excluded at law, in no event shall the SUPPLIER be liable under clause 7.1 for:

- 7.2.1 any incidental, indirect, special, economic or consequential damages for business interruption, loss of business information, loss of software or software use, or loss of revenue or profit even if the SUPPLIER has been advised, knew, or should have known of the possibility of such damages or loss; or

- 7.2.2 claims, demands, or actions by any party other than the CUSTOMER and other than under the terms of this USER LICENCE; or

- 7.2.3 any costs or expenses of whatever kind or nature incurred by the CUSTOMER.

8. PATENTS

- 8.1 The SUPPLIER will defend, indemnify and hold the CUSTOMER harmless from all costs, liabilities and expenses resulting from any alleged or actual infringement of any patent or intellectual property right arising from the authorised use of the LICENSED ARTEFACTS by the CUSTOMER.
- 8.2 The CUSTOMER agrees to notify the SUPPLIER promptly of any claim that the LICENSED ARTEFACTS or any part thereof infringes the patent of any third party in the world.

9. CHANGE OF USER & ASSIGNMENT

- 9.1 In the event that the above named USER permanently ceases to use the LICENSED ARTEFACTS, the CUSTOMER may provide to the SUPPLIER the name of an alternative USER. Upon acceptance by the SUPPLIER of such notification, the terms of this USER LICENCE in so much as they apply to the USER will be transferred to the alternative USER.
- 9.2 The CUSTOMER may not assign this USER LICENCE without the SUPPLIER's written consent, other than for the purposes of amalgamation, reconstruction or other Company reorganisation.

10. GENERAL

- 10.1 Neither the CUSTOMER nor the SUPPLIER shall be liable or deemed to be in default for any delay or failure in performance under this USER LICENCE, resulting directly or indirectly from any cause beyond its reasonable control.
- 10.2 If any provision of this USER LICENCE is held to be unenforceable, all other provisions shall nevertheless continue in full force and effect.
- 10.3 This USER LICENCE shall in all respects be subject to and construed in accordance with Irish Law and the parties hereby submit to the non-exclusive jurisdiction of the Courts of Ireland.