



Chest Agreement for Software 2023

Terms and Conditions - comparison with 2011 version

Text highlighted in blue is deleted from 2011 version. Text highlighted in green is added to 2023 version.

Schedule 4 - Standard Chest Software Licence

1 Definitions

1.1 In this Licence Agreement the following terms, when starting with a capital letter, have the meanings shown:

- (a) "Authorised Users" means any of the following persons:
 - (iii) Any other person **affiliated with the Licensee and** authorised by the Licensee to have controlled access from the UK or Republic of Ireland to the Licensee's information systems.
- (b) "Educational Purposes" means education, teaching, distance learning, private study, personal development, academic research and, unless stated otherwise on the Order, the administration and management of the Licensee's educational and research operations. **The Licensee, but not any user, may receive payment or funding from students or third parties for activities using the Software provided that all such payments and funding are applied to the cost of running the normal educational and research operations of the Licensee. The results of research or services funded by third parties must be published in the same way that the Licensee would publish the results of research not funded by third parties. Educational Purposes includes research funded by third parties provided that the research results are published in the same way that the Licensee would publish the results of research not funded by third parties.** Educational Purposes do not include funded research or consultancy services where the results of such research or services would be retained by a third party.

5 Licensor Responsibilities

5.1 The Licensor warrants that:

- (a) it has all **necessary permissions, consents, licences,** authority and rights **necessary required** for the purposes of this Licence Agreement;
- (c) the Software is owned by or licensed to the Licensor and does not infringe the Intellectual Property Rights or other rights of any third party **when used in accordance with published instructions;**
- (j) The Licensor does not warrant that the Software is error-free but warrants that the Software has been reasonably checked and is not known to contain material errors. **The Licensor will promptly correct errors that are discovered by the Licensor or brought to its attention. Although the Licensor cannot warrant that the use of the Software will not result in the introduction of viruses, worms, time bombs, logic bombs, trojan horses or any other malware, the Licensor warrants that it will take commercially reasonable efforts to prevent introduction of the same. The Licensor will support current and previous major releases or versions of the Software and provide at least twelve months' warning of the withdrawal of such support.**

15 Notices

15.1 Any notice or written agreement may be given as follows:

- (a) by delivery recorded mail or courier to the other Party's authorised representative at any address shown in this Licence Agreement, or to any other address as one Party has notified the other of, and will be valid on the date of recorded receipt, or **by fax to the other party's authorised representative to any fax number shown in this Licence Agreement, or to any other fax number as one party has notified the other of, and will be valid at the time shown on a successful transmission report, or**

17 Legal Construction

17.3 This Licence Agreement **(and any documents incorporated into it by reference)** represents the entire agreement and understanding between the Parties in respect of its subject matter.