

This legal document has to accompany any official or custom files of the Software. It may not be removed or modified. This document pertains to all use of the Software package worldwide. This document supersedes all previous licenses or distribution policies.

License Agreement

between

The Swiss Confederation, acting through the Federal Office of Metrology, METAS, Lindenweg 50, 3003 Bern-Wabern, Switzerland (hereinafter called METAS)

(Licensor)

and

any person using the Software

(the Licensee)

1. Definition of the Software

The software Metas.UncLib version 1.0 consists of the following dynamic link libraries

- Metas.UncLib.Core.dll
- Metas.UncLib.DB.dll
- Metas.UncLib.DistProp.dll
- Metas.UncLib.LinProp.dll
- Metas.UncLib.MCProp.dll
- Metas.UncLibCOM.Core
- Metas.UncLibCOM.DB.dll
- Metas.UncLibCOM.DistProp.dll
- Metas.UncLibCOM.LinProp.dll
- Metas.UncLibCOM.MCProp.dll

and associated support files
(together "Software")

2. License of Metas

METAS hereby grants to the licensee a single, transferable, non-exclusive, world-wide, royalty-free license to use Software subject to all the terms and conditions of this Agreement.

3. Scope of the license and Third Party Patent Rights

The use and modification of the Software is allowed for the Licensee and its employees. The distribution to third parties is prohibited as detailed in section 4c.

FURTHERMORE, THE SOFTWARE INCORPORATES TECHNOLOGY THAT IS PATENTED IN THE UNITED STATES (US 7,130,761) AND NEW ZEALAND (NZ512212) BY A THIRD PARTY (THIRD PARTY PATENT RIGHTS). LICENSOR EXPLICITLY DOES NOT GRANT A LICENSE TO USE, REPRODUCE OR DISTRIBUTE THE SOFTWARE FOR COMMERCIAL MEANS IN THESE JURISDICTIONS, UNLESS LICENSEE OBTAINS AN APPROPRIATE LICENSE TO THE THIRD PARTY PATENT RIGHTS FROM THE PATENT HOLDER.

If the Licensee wishes to use, reproduce or distribute the Software for commercial means in the jurisdictions where the patents apply, a commercial license to do so may be obtained from:

Intellectual Property Manager, Industrial Research Limited, PO Box 31-310, Lower Hutt 5040, New Zealand.

4. Obligations of the Licensee

a. Copyright notice

Software, modified or not, must conspicuously and appropriately quote the following copyright notices:

Copyright by METAS

b. Modification

Modification, date and author of any change have to be specified appropriately.

c. Distribution

Any distribution or assignment to third party of the Software, whether modified, incorporated into a software package, incorporated into any kind of device or machine, reproduced or left in its original form, is prohibited.

5. Intellectual property and other rights

Ownership and intellectual property rights in and to the Software remain with Licensor, except for the Third Party Patent Rights. Licensor shall remain free to distribute the Software or modified versions of it under other terms and conditions as those set forth in this Agreement, provided the rights granted herein to the Licensee are not affected.

6. Maintenance, support, upgrades or new releases

Licensor does not have any obligation of maintenance, support, upgrades or new releases and disclaims all costs associated with serving, repair or correction.

7. WARRANTY

THE SOFTWARE IS PROVIDED "AS IS". LICENSOR DOES NOT MAKE ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION:

- I. WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE;
- II. WARRANTY OF ACCURACY OF RESULTS, OF THE QUALITY AND PERFORMANCE OF THE SOFTWARE;
- III. WARRANTY OF NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. IN PARTICULAR, THE LICENSEE IS MADE AWARE OF AND REQUIRED TO RESPECT THE THIRD PARTY PATENT RIGHTS MENTIONED IN SECTION 3.

8. LIABILITY

LICENSOR DISCLAIMS ALL LIABILITIES. LICENSOR SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT OR INDIRECT DAMAGE RESULTING FROM THE USE AND/OR DISTRIBUTION OF THE SOFTWARE EXCEPT FOR THE PROVISIONS OF THE APPLICABLE LAW (ARTICLE 100 OR [SCHWEIZERISCHES OBLIGATIONENRECHT]).

9. Termination

In case of breach of this Agreement by Licensee, Licensor may terminate this Agreement immediately.

10. Salvatoric Clause

Should any provision of this Agreement be invalid or unenforceable or should the Agreement contain an omission, the remaining provisions shall remain valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the Parties which comes closest to the one actually agreed upon; the same shall apply in case of an omission.

11. Applicable law

This Agreement as well as any and all matters arising from it shall exclusively be governed by and interpreted in accordance with the laws of Switzerland, excluding its principles of conflict of laws.

12. Jurisdiction

If any dispute, controversy or difference arises between the Parties in connection with this Agreement, the parties shall first attempt to settle it amicably.

Should settlement not be achieved, the Courts of Bern/Switzerland shall have exclusive jurisdiction.