University of Leeds of Leeds LS2 9JT has, at its expense, developed the <mark>Leeds Baggage Detector</mark> software and any accompanying literature and documentation (the "**Software**") ("**We**" "**Us**" "**Our**").

The Software is protected by copyright where applicable, database rights and any other intellectual property rights ("**Intellectual Property**").

This Licence governs your use, reproduction and distribution of the Software, both in source code and where applicable object code form, and that of any work that is based on or derived from the Software for which the modifications and/or amends made to the Software represent an original work of authorship when considered as a whole (a "**Derivative Work**").

By downloading, installing and/or using the Software or exercising any rights to the Software and/or a Derivative Work provided herein you, being an individual or legal entity, accept and agree to be bound by the terms of this Licence. Where you are accessing the Software on behalf of a corporate entity which employs you or which you represent ("**Corporate Licensee**"), 'you' shall include both the individual and any Corporate Licensee

IF YOU DO NOT ACCEPT THE TERMS OF THIS LICENCE AND/OR DO NOT AGREE TO BE BOUND BY SUCH TERMS, YOU ARE NOT PERMITTED TO DOWNLOAD, INSTALL, ACCESS OR USE THE SOFTWARE IN ANY WAY, NOR TO PERMIT ANY THIRD PARTY TO DO ANY OF THE AFOREMENTIONED.

Grant of Rights

1.   In consideration of you accepting and agreeing to the terms of this Licence as set out below and subject to any third party Intellectual Property rights, we agree to grant you a non-exclusive, royalty free, revocable, non-transferable, sub-licensable licence to download, install, use, copy, modify, create Derivative Works of and distribute the Software in Source Code and/or Object Code form worldwide for the purpose of academic and research and teaching and any other not-for-profit purpose (the "**Purpose**") subject to the terms set out in this Licence.

2.   For the avoidance of doubt, you shall not be permitted to use, copy or distribute the Software at any time and in any way, including without limitation by way of the creation and/or distribution of Derivative Works, for any commercial purpose or to make any commercial gain without obtaining from us a commercial licence for the Software, for which we shall be entitled to charge a fee. We give no warranties, promises or guarantees in relation to granting you, or any third party, a commercial licence for the Software.

Reproduction and Distribution

3.   You may reproduce, distribute and sub-licence the Software and any Derivative Work of the Software in any medium and in Source Code and/or Object Code form] provided that:

   (a)   You at no time remove or obscure (or permit another to remove or obscure) any copyright notice and/or any other proprietary rights notice contained on or in the Software ("**Copyright Notice**");

   (b)   You include on and, where applicable, in any Derivative Work all Copyright Notices, excluding those notices that do not pertain to any part of the Derivative Work;

   (c)   In the event you in any way modify the Software, in whole or in part, you shall not delete the original Software but may 'comment' it out provided you clearly state on all modified files that the relevant file has been modified, when it was modified and by who;

   (d)   prior to granting any third party access to and/or a sub-licence for the Software and/or any Derivative Work, in whole or in part and whether in Source Code or Object Code form (the "**Recipient**"**)**, you shall:

      (i)   provide the Recipient with a written copy (which shall include without limitation electronic and emailed copies) of this Licence; and

      (ii)   procure the Recipient's agreement to the terms of this Licence,

      and, for the avoidance of doubt, in the event that any Recipient does not or will not accept and agree to be bound by the terms of this Licence, you shall not be entitled to grant such Recipient any access to and/or a sub-licence for the Software or any Derivative Work of it;

   (e)   where you provide the Software and/or a Derivative Work in Object Code form, you must inform the Recipient as to how they can obtain such software in Source Code form;

4.	Subject to your compliance with clause 3 above, in the event that you wish to reproduce and/or distribute a Derivative Work, you shall be entitled to add your own copyright statement and/or any additional licence terms to such Derivative Work, provided that such notice and/or licence terms:
	a)	are in addition to those of any Copyright Notice and the terms of this Licence;
	b)	do not conflict with or contradict any Copyright Notice and/or the terms of this Licence;
	c)	make it clear that any additional licence terms which go beyond the terms of this Licence ("**Additional Terms**") are offered by you alone and not by us and you indemnify and shall keep us indemnified in relation to any liability incurred by us as a result of any such Additional Term that you offer.

Forbidden Acts

5.	Subject to the terms of this Licence, without our prior written consent you warrant and represent that you shall not:
	a)	 use any of our trade names, trade marks or similar without our prior written consent, except for the purpose of reproducing any Copyright Notice and/or this Licence agreement in accordance with clauses 3 and 7;
	b)	in accordance with clause 3(a), remove or obscure any Copyright Notice;
	c)	modify the Software or any Derivative Work in such a way as is likely to result in any infringement claim being brought or threatened in respect of any third party proprietary rights;
	d)	rent, lease, sub-licence, share or loan the Software, in whole or in part, except for the Purpose;
	e)	translate, merge, adapt, vary or modify the Software, except for the Purpose;
	f)	make alterations to, or modifications of, the whole or any part of the Software, except for the Purpose;
	g)	do or permit the Software or any part of it to be combined with, or become incorporated in, any other programs, , except for the Purpose; and
	h)	and shall not permit any third party to, disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software nor attempt to do any such things, except for the Purpose.

Intellectual Property

6.	You acknowledge that any copyright and any other Intellectual Property rights existing now and in the future, in the Software belong to us; that rights in the Software are licensed (not sold) to you; and that you have no rights in, or to, the Software or the Intellectual Property, in whole or in part, other than the right to use it in accordance with the terms of this Licence. Nothing said or done by either party shall constitute a transfer of such Intellectual Property.

No Warranties

7.	You acknowledge and agree that:

	a.	we make no warranties and give no guarantees in relation to the Software or any Derivative Work of it, whether in whole or in part, including but not limited to fitness for purpose; uninterrupted and/or error free use; and does not infringe any third party's intellectual property;
	b.	the Software has not been developed to meet your individual requirements and is licensed to you on an 'as is' basis;
	c.	you are entirely responsible for determining the appropriateness of using, reproducing, distributing and/or dealing in any other way with the Software; and
	d.	we shall at no time be under any obligation in any way to provide you (or any Recipient) with maintenance services, updates, revisions and/or any other similar service in relation to the Software
		and no use of the Software is authorised by us except under this disclaimer.

Liability

8.	 To the fullest extent permitted by law:

a) we exclude all warranties, conditions and other terms implied by statute or common law from this Licence;

b) you acknowledge and agree and shall procure the acknowledgement and agreement of any Recipient that we shall not be liable in any way in relation to the Software, any Derivative Work, and/or in connection with this Licence, including but not limited to for any loss of income; or loss of business profits or contracts; or business interruption; or loss of anticipated savings; or loss of or corruption or damage to information or data; or loss of opportunity, goodwill or reputation; or any indirect or consequential loss or damage of any kind howsoever arising; and

c) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall be limited to 1p (one pence) (UK).

Termination

9. We may terminate the Licence at any time with immediate effect upon written notice to you.

10. All rights granted to you under this Licence will automatically terminate if you:

   (a) commit a material breach of this Licence which is not capable of remedy;

   (b) commit a breach of this Licence which is capable of remedy but which you do not remedy within a 14 days of becoming aware of such non-compliance; or

11. Upon termination of the Licence for any reason at any time:

   a. all rights granted to you under this Licence shall cease;
   b. you agree to cease all activities authorised by this Licence; and
   c. you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control, including all material relating to that Software which has been prepared on your behalf and any copies thereof; and
   d. you must, following the destruction or return to us of the Software, send written confirmation to us that you have done so.

General

12. You acknowledge that no failure or delay by us in exercising any right, power or privilege under this Licence shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege.

13. If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. You may not assign, charge, transfer or otherwise dispose of this Licence, or any of your rights or obligations under it, without our prior written consent. This Licence is fully transferable by us at any time during the duration of the Licence.

15. This Licence represents the entire agreement between the parties and supersedes any prior agreement, understanding or arrangement between you and us. You acknowledge that in entering into the Licence you have not relied on any representation, undertaking or promise given by us, whether express or implied, except as expressly set out in this Licence.

16. This Licence shall be governed by and construed in accordance with English Law and you submit to the exclusive jurisdiction of the English courts.