



## Terms and Conditions for use of Open Technology

**Please read these terms and conditions carefully before downloading the Technology. By downloading the Technology, you agree to be bound by these terms and conditions.**

**If you do not wish to use the Technology on these terms and conditions, you will not be able to obtain the Technology from this website.**

The University will provide the Technology on a non-exclusive, royalty-free, non-transferable, worldwide basis for use, making, development, sale and commercial exploitation in any way subject to these terms and conditions.

In these terms and conditions the following definitions shall apply:

University	means the University Court of the University of Edinburgh, a charitable body incorporated under the Universities (Scotland) Acts with charitable number SC005336;
User	means the legal entity on behalf of which these terms and conditions have been accepted;
Technology	means 'Small-holder agriculture mitigation benefit assessment tool'.

When the User uses the Technology it shall acknowledge the University's contribution through the provision of the Technology at no cost.

The University reserves the right to terminate the User's rights to use, develop and exploit the Technology if the User does not act in accordance with its reasons for requesting the Technology or if it otherwise brings the University into disrepute.

The User shall submit annual reports to the University describing how it has used the Technology and the economic benefits generated as a result. The User shall provide further reports on these matters as the University shall request, acting reasonably.

For the avoidance of doubt, the University is not obliged to provide any maintenance, fault correction, patches, updates, physical materials or technical support of any kind to the User in respect of the Technology.

No warranty is given by the University in relation to the Technology (including any warranty as to whether the Technology or its use will infringe the rights of any third party) or the uses to which it may be put by the User or its fitness or suitability for any particular purpose or under any special conditions notwithstanding that any such purpose or special conditions may be known to the University. The User shall satisfy itself on these matters and use of the Technology is entirely at its own risk. All conditions and warranties, express or implied, whether arising under statute or under common law (including but not limited to conditions and warranties as to quality, suitability and fitness for purpose) are hereby excluded to the maximum extent permitted by law.

The University shall not be liable to the User for any indirect, consequential or special losses or any loss of profits arising directly or indirectly from the University's breach of these terms and conditions or from any liability arising out of the subject matter of these terms and conditions even if the User has advised the University of the possibility of such losses arising, or if such losses were in the contemplation of the University and the User. Notwithstanding the foregoing, nothing in these terms and conditions limits or excludes the University's liability for death or personal injury arising from the negligence or breach of duty of the University.

These terms and conditions shall be governed by laws of Scotland and the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions.