Standard Licence Terms

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IT IS AGREED:

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      2. the Licensee shall cease all activities authorised by this licence;
      3. the Licensee shall immediately destroy or return to Wavin (at Wavin's option) all copies of the BIM Content then in its possession, custody or control and, in the case of destruction, certify to Wavin that it has done so.
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   1. The Licensee shall, during the term of this licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of Wavin disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value relating to the BIM Content) which may become known to the Licensee from Wavin and which relates to Wavin or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession the Licensee from a third party. The Licensee shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
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   1. Wavin and the Third Party Licensors may enforce these Standard Licence Terms subject to and in accordance with this Clause 8 and the Contracts (Rights of Third Parties) Act 1999.
   2. It is agreed that these Standard Licence Terms are intended to confer a benefit on Wavin and the Third Party Licensors by making the exclusions and limitations of liability available to them, provided that the rights of such Third Party Licensors under this licence shall only be enforceable by Wavin on their behalf. Wavin will owe no duty to them to enforce such rights and it may conduct or compromise any relevant proceedings as it sees fit.
   3. Except as provided in Clause 8.1 and Clause 8.2, a person who is not a party to these Standard Licence Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Standard Licence Terms, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
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   4. **Entire Agreement:** These Standard Licence Terms constitute the entire agreement and understanding between the parties relating to its subject matter and supersedes any other agreement or understanding (written or oral) between the parties relating to the same.
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   6. If the Licensee's registered head office is not in one of the countries listed in Clause 9.5, then Dutch law shall apply exclusively and any dispute arising from or in connection with these Standard Licence Terms shall be finally settled in accordance with the rules of the Netherlands Arbitration Institute by one arbitrator designated in accordance to said rules. The place of arbitration shall be Rotterdam, Netherlands. The arbitration shall be held in the English language.
   7. For all purposes, this English language version of these Standard Licence Terms shall be the original, governing instrument and understanding of the parties. In the event of any conflict between this English language version of these Standard Licence Terms and any subsequent translation into any other language, this English language version shall govern and control.

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