SEAMCAT™ SOURCE CODE USER'S
LICENCE AGREEMENT

1   Preamble

1.1 SEAMCAT™ is a public-domain software; its executable code being distributed free-of-charge by the European Communications Office (ECO); its purpose is the statistical assessment of interference between various radiocommunications systems. SEAMCAT had been developed through a joint effort of several Telecommunications Administrations of CEPT countries, co-operating industry partners and ECO.

1.2 "SEAMCAT" is a trademark registered in the name of ECO in many jurisdictions around the world.

1.3 By signing this Licence Agreement, the undersigned (hereinafter - the User) enters into agreement with ECO to use the SEAMCAT source code and in doing so will be bound by all of the associated terms and conditions described in this Agreement.

1.4 By receiving and utilising the SEAMCAT source code, the User is understood to commit himself to making all appropriate efforts in overall promotion of SEAMCAT as a reliable tool for interference analysis.

2   Conditions for use of the SEAMCAT™ source code and modified executables

2.1 The User can modify the SEAMCAT source code and thereafter produce and use executable software on the following conditions:

- All new versions of software produced by the User as a result of modification of the original source code should bear a clearly visible sign, both in the modified source code and during running the programme, saying that this is an unofficial modified version, derived from a particular version of SEAMCAT, as well as identifying the author (the User itself) and the time when changes were made, as well as where the information may be obtained on the particular changes made;

- Reliability of results, obtainable from calculations with such modified software shall be the responsibility of the User, who made the changes.

- No references to SEAMCAT as the source of a given interference assessment shall be made in any kind of written (public or working) document, unless clear identification of what exactly was modified in the SEAMCAT algorithm to obtain the given results is included.

- If User notices any inefficiency or flaws in the original SEAMCAT software, he shall inform the ECO of this.

- The work resulting from experimenting with SEAMCAT and its source code may be published as a part of academic studies/graduating work, on the condition that only that work, which was done by the User in addition to the original SEAMCAT algorithms, functionality and design would be credited to the User. However in this case the requirements of Article 2.4 shall still apply.

2.2 Modified versions of SEAMCAT software (both the modified source code and executable files) may not be transferred by the User to any third parties, unless conditions specified in Article 3 of this Agreement are met.

2.3 The modified versions of SEAMCAT software or any distinctive parts of its original or modified source code may not be used for commercial purposes by any means.

2.4 The User shall claim no copyrights or intellectual property rights for the products or solutions using or originating from the whole or portions of the original SEAMCAT software and its source code, that would directly or indirectly impose any restrictions on their use by ECO and other users. The User shall not challenge those original ECO rights to the SEAMCAT software by any means.

3   Sharing the modified SEAMCAT™ source code and derivative executable files

3.1 The User may transfer (share, distribute) the modified SEAMCAT source code and/or any derivative executables to third parties only through the ECO acting as intermediary.

3.2 The modified SEAMCAT executable files, intended for sharing, shall be sent to ECO and, after reviewing that all necessary conditions are met, published by ECO in the appropriate section of the ECO web site for free downloads. Appropriate notice as to what benefits may be exactly derived and what changes were made in comparison with the relevant version of the original SEAMCAT shall be prepared and attached by the User when submitting a modified copy.

3.3 When the User wants to share a modified SEAMCAT source code, it shall be made available to ECO, who then could make it available to third parties upon request. In this case, the third party receiving the source code should sign a similar Licence Agreement with ECO on the terms and conditions of using the original and modified versions SEAMCAT source code.

3.4 Only those versions of the modified SEAMCAT code and their derivable executables will be allowed for further distribution by the ECO as the SEAMCAT software, which have not changed the fundamental algorithms of calculating interference, to ensure the universal credibility and uniformity of the results achievable with various SEAMCAT versions.

4   Acceptance of the modified SEAMCAT™ versions by ECO

4.1 The User may offer ECO to recognise officially and publish a modified version of SEAMCAT software as a new official version. For that purpose, the User should submit to ECO for evaluation a new version of the SEAMCAT executable and additional documentation describing precisely which changes have been made and how they would benefit a wider community of SEAMCAT users.

4.2 If ECO recognises the benefits of such a modified SEAMCAT version and agrees with the User on conditions of such transfer, the ECO might accept the modified version as a new upgraded version of the official SEAMCAT software for further public distribution to the wider community of SEAMCAT users. In this case, the modified source code shall also be provided to ECO for archiving and for possible further distribution on the conditions similar to those outlined in the current agreement.

5   No warranty

5.1 Although the original developers of SEAMCAT and ECO made every possible effort to ensure the appropriate performance of the developed software, as the SEAMCAT software and its source code are distributed free of charge, the ECO provides them "as is" without warranty of any kind. The entire risk as to the quality and performance of the software lies with the User.

Date: _____

For the User: Institution/Organisation: _____

              Address: _____

              Telephone: _____   E-mail address: _____

              Name: _____   Signature: _____