

# LICENCE AGREEMENT

## for the use of

## ROM SAF Software

This Agreement governs the licensing conditions for the use of the ROM SAF Radio Occultation Processing Package [Series 11] Software (“**Software**”).

The purpose for which the Software has been developed is described on the ROM SAF website (<https://www.romsaf.org/>) and in the service specification documentation distributed along with the Software.

This Agreement is concluded between the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT), represented by The Danish Meteorological Institute (DMI), and the person whose details appear in the licence application (**personal licence**), or the organisation represented by that person (**institutional licence**) (hereinafter the "**Licensee**").

This Agreement covers the Software that the Licensee has selected for download in the User Area of the ROM SAF website, for which the Licensee has to register.

### Article 1: Grant of Licence

1. The Software is available to the Licensee free of charge to use for any internal purpose.
2. The Software is distributed to the Licensee through the ROM SAF website at <http://romsaf.eumetsat.int>.
3. The Licensee does not acquire further rights than the **right to use the Software for internal purposes** and shall not assert any such further rights against EUMETSAT, its Member States, or the ROM SAF Partners.
4. The Licensee is prohibited from redistributing, transferring, assigning or sub-licensing the Software, or any part thereof, to any third parties.
5. The Licensee is permitted to modify the Software to meet any internal requirements.
6. The Software may contain elements of which EUMETSAT is not the owner. If additional conditions apply to any pre-existing element(s) of the Software, other than mentioned in this Licence, these are described in the annex to this Agreement.
7. DMI, with the support of the ROM SAF Partners, provides maintenance, helpdesk and electronic support for the Software, for the duration specified in the applicable service specification documentation or termination of the present Agreement, whichever occurs first.

## **Article 2: Disclaimer of Warranties**

1. To the best of EUMETSAT's knowledge, the Software is not subject to any rights or claims of third parties, except for the pre-existing element(s) of the Software identified in the annex to this Agreement. EUMETSAT does not accept liability in this respect, nor for any consequences, whether direct or indirect, of any use of this Software by the Licensee.
2. EUMETSAT, its Member States and the ROM SAF Partners offer no warranty and are not liable for the continuity, availability, or quality or suitability for any purpose of the Software. They do not accept liability for any consequences, whether direct or indirect, of any use of the Software or for any results related to the use of the Software.

## **Article 3: Entry into force, Duration and Termination**

1. This Agreement enters into force with the Licensee clicking the "ACCEPT" button and downloading the Software.
2. This Agreement remains in force until terminated by either EUMETSAT or the Licensee, giving at least 3 months' written notice (email: romsafom@dmi.dk).
3. Notwithstanding paragraph 2, any breach by the Licensee of any of its obligations under this Agreement entitles EUMETSAT to terminate this Licence without notice, and without prejudice to EUMETSAT's right to damages.
4. On termination of this Agreement, the Licensee shall certify to EUMETSAT that the Software and any copies thereof have been destroyed.

## **Article 4: Settlements of Disputes and Arbitration**

1. Where a dispute arises regarding the interpretation or implementation of this Agreement, DMI, on behalf of EUMETSAT, and the Licensee shall first attempt to settle amicably and in good faith.
2. If the Parties fail to resolve the dispute in accordance with paragraph 1, either Party may request to submit it to an arbitration tribunal.
  - i. The arbitration tribunal consists of three members. Each Party designates an arbitrator within two months after the date of receipt of the request for arbitration. A third arbitrator, designated jointly by the first two arbitrators within two months after the date of their nomination, shall act as chairman.
  - ii. If an arbitrator is not appointed within the defined period, that arbitrator will be nominated by the President of the International Chamber of Commerce.
  - iii. The arbitration tribunal will have its seat in Darmstadt, Germany, and will determine its own rules of procedure.

- iv. The language to be used in the arbitral proceedings shall be English.
- v. The award of the arbitration tribunal will be determined by a majority vote. The award will be final and binding on the Parties.

## Annex

The Software comprises the following sub-packages:

- ROPP\_UTILS : low-level utility routines
- ROPP\_IO : I/O support, including netCDF and BUFR
- ROPP\_PP : pre-processor tools (phase to bending angle and refractivity processing)
- ROPP\_FM : forward models (observation operators)
- ROPP\_1DVAR : 1D-Var (user-callable API and standalone applications)
- ROPP\_APPS : Applications (specific tools)

These packages, associated documentation and other supporting files, can be downloaded from the ROPP distribution site <http://www.romsaf.org>. Access details will be provided to approved Licensees. The Software makes use of pre-existing software and data elements. The following pre-existing elements may be provided as part of the Software and may be subject to conditions of use in addition to, or in place of, those in the main body of this Licence:

Element	Owner	Condition
Met Office utilities collection	Met Office	As per the terms of this licence
The Marquardt Collection	Christian Marquardt	Free use
Occ library (Invert and CT2)	Michael Gorbunov	As per the terms of this licence
Spectral version of MSIS	Stig Syndergaard	As per the terms of this licence
typesizes.f90	Cooperative Institute for Meteorological Satellite Studies, Madison	Free use

Note that this list does not include Third Party packages on which the Software depends, but which are not distributed as part of the ROPP Software. These dependency packages, and how to obtain and build them for use with ROPP, are described in the ROPP Documentation.

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