

License Agreement for the Use of the NOAA Microwave Integrated Retrieval System (MIRS) Algorithm Software Package

This license agreement is between

The National Oceanic and Atmospheric Administration (NOAA)
Center for Satellite Applications and Research (STAR)

And

The person (for a personal license) or the organization (for an institutional license),
hereinafter the "Licensee"

Article 1: Definitions

MIRS

The NOAA Microwave Integrated Retrieval System (MIRS) Algorithm Software package (hereinafter referred to as "MIRS") comprises the software source codes, scripts, look-up tables, makefiles, coefficients, tables, documentation. The official location where the MIRS resides is under: <http://mirs.nesdis.noaa.gov>. The full description, purpose, limitations of MIRS could be found under the documentation section.

Licensee

The usage of MIRS under this agreement is granted for:

- An individual (personal license)
- An organization (institutional license)

| | |
|---|--|
| Full Name & Affiliation of the person/organization: | |
| Address: | |
| City/Country: | |
| E-mail address of the Person of Contact: | |
| Telephone: | |
| Fax: | |

Article 2: Terms of Use

The licensee will comply with the following conditions and terms of use of the MIRS package:

1. The Software is made available to the Licensee free of charge to use for any internal purpose.
2. The US. National Oceanic and Atmospheric Administration (NOAA) will provide internal maintenance of the Software, including the release of updates of the Software, on a reasonable effort basis, but no warranty

or expectation should be assumed as to the availability of these updates. The licensee would be responsible to update the software package and pick up updates from the website when available.

3. Upgrades should not be viewed as a due service but merely as a regular scientific & technical update to the software, if funding is available. NOAA is not obligated and does not commit to respond to requests by the licensee for upgrade, errors found in the code, or otherwise, although feedback is strongly encouraged to improve the software at scheduled deliveries.
4. The Licensee acknowledges that the Software has been developed by the Center for Satellite Applications and Research (STAR) of the US National Oceanic and Atmospheric Administration. The Licensee further acknowledges that the Software contains pre-existing elements as described in Article 6 that were not developed in NOAA and are therefore not owned by NOAA.
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8. The Licensee is not allowed to transfer, assign or sub-license, reproduce or copy the Software to any third party or part with possession of the Software or any part thereof in any way whatsoever. The Licensee shall not assign this License in whole or in part to any third party.
9. The licensee is not allowed to patent in whole or in part the MIRS software or other codes derived based on the MIRS software.
10. The exceptions to clauses 5, 6, 7 are for the codes written in Java language. These codes are governed in part by the Sun Microsystems license of use.

Article 3: Disclaimers

11. To the best of NOAA/STAR's knowledge the Software is not subject to any rights or claims of any third parties, except for the pre-existing elements of the Software (see annex). NOAA/STAR does not accept liability in this respect, nor for any consequences, whether direct or indirect, of any use of this Software by the Licensee.
12. Nothing in this License shall be construed as implying any fitness of the Software for any use whatsoever and NOAA can therefore not accept any responsibility or liability for any such use.

Article 4: Termination

13. Any default on the part of the Licensee of any of its obligations under this License shall entitle NOAA to cancel his License without notice, without prejudice to its right to full damages.
14. On termination of the License the Licensee shall either return the Software to NOAA/STAR or shall certify to NOAA that he has destroyed the Software and that there are no further copies in his possession.

Article 5: Applicable Law

The laws of the US Federal Government shall apply to this License.

Article 6: Annex

The NOAA/STAR MIRS Software package includes mostly internally developed codes. In addition it uses the following externally developed codes for the purposes defined below:

- The Community Radiative Transfer (CRTM) is used as the forward operator in the 1DVAR system. A copy of CRTM is included in MIRS for convenience. CRTM is developed by the Joint Center for Data

Assimilation (JCSDA) and its use is governed by the CRTM specific licensing agreement. **It is the responsibility of the Licensee to obtain the license to use CRTM in the framework of MIRS.**

- For ease of use, MIRS package includes a Graphical User Interface (GUI) tool called the MIRS Control Panel (MCP). This tool is written in Java. **The licensee is responsible for obtaining the license agreement to use JAVA and to adhere to its obligations.** The licensee is also responsible to download, install the JAVA package version 1.6 and higher (if the use of the GUI is desired). It is not the intention of the MIRS package to modify, alter or change any part of JAVA, but merely to use it as a language tool to develop Graphical User Interface (GUI) tools to facilitate user's interface with MIRS package. Note that users can forfeit the use of the MCP and work directly with the scripts or the Fortran codes (see documentation for further details).

Article 7: Reserved to NOAA

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| In BIS DPL List (as of: _____) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| In BIS UL List (as of: _____) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| In BIS EL List (as of: _____) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Article 8: Signatures

Licensee:

MIRS Technical Lead:
Quanhua (Mark) Liu

NOAA STAR Director:
Harry Cikanek

Date: _____

Date: _____

Date: _____