

## Licence for the Use of the Radio Occultation Processing Package Series 9 Software

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The Software comprises the software packages defined in the Annex to this Licence. Its purpose is described in the web site at <http://www.romsaf.org> and in the documentation supplied with the Software.

The Licensee undertakes to comply with the following conditions for the use of the Software:

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2.Neither EUMETSAT, its Member States nor the ROM SAF Partners are liable for the usefulness or proper functioning of the Software, nor do they accept any liability for any consequences, whether direct or

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indirect, of any use of the Software or for any results related to the use of the Software or for any right or claims by third parties related to all or any part of the Software or its use.

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

1. This Licence shall enter into force upon the Licensee's electronic signature when agreeing to these terms and clicking the "Agree" button on the website.
2. The Licence shall remain in force until terminated by either party by giving at least 3 months' written notice.
3. Notwithstanding paragraph 2, any default on the part of the Licensee of any of its obligations under this Licence shall entitle EUMETSAT to cancel this Licence without notice, without prejudice to its right to damages.
4. On termination of the Licence, the Licensee shall certify to EUMETSAT that he has destroyed the Software and that there are no further copies in his possession.

### **Article 4: Applicable Law and Arbitration**

1. The laws of the Federal Republic of Germany shall apply to this Licence.
2. Any dispute arising out of this Licence which cannot be settled by negotiation shall, at the request of either party, be submitted to an arbitration tribunal. The party which intends to submit the dispute to arbitration shall notify the other party.
3. The arbitration tribunal consists of three members. One arbitrator designated by EUMETSAT and one arbitrator designated by the Licensee are to be nominated within two months after the date of receipt of the request for arbitration. A third arbitrator, designated by the first two arbitrators within two months after the date of their nomination, shall act as chairman. Should the first two arbitrators be unable to agree on the third arbitrator within the time period indicated above, the latter shall be designated at the request of either party by the President of the International Chamber of Commerce. Should one of the first two arbitrators not be designated within two months from the request of a party for arbitration, the latter shall, on the request of either party, be nominated by the President of the International Chamber of Commerce.
4. The arbitration tribunal shall have its seat in Darmstadt, Germany.
5. The law governing the arbitration shall be the law governing the Licence. This applies also to the procedure for the arbitration tribunal.
6. The award of the arbitration tribunal shall be determined by a majority vote. The award shall be final and binding on the parties.
7. The execution of the arbitration award shall be governed by the rules in force in the State on whose territory the award is to be executed.

## 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:

| <i>Element</i>                  | <i>Owner</i>  | <i>Condition</i>                 |
|---------------------------------|---|----------------------------------|
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| 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 |
| BAROCLIM (v3) dataset           | Barbara Scherllin-Pirscher  | 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.