

Signing of this agreement is no longer required

Please complete sections 1 through 3 and return this form to:

Prof. Kelvin K. Droegemeier, Director
Center for Analysis and Prediction of Storms
The University of Oklahoma
Sarkeys Energy Center
100 E. Boyd, Rm. 1110
Norman, Oklahoma 73019-0628

1. Data on Institution and Contact Person

Organization: _____

Contact Name: _____

Full Address: _____

Telephone: _____ Telex: _____ Fax: _____

Electronic Mail Address (required): _____

Which category below best describes your organization and users of the requested software:

- A. _____ University or college
- B. _____ Commercial hardware company
- C. _____ Commercial software company
- D. _____ Government laboratory or institute
- E. _____ Private-sector company
- F. _____ Meteorological consulting firm
- G. _____ Other (please specify) _____

Is your organization prepared to enter into a software exchange agreement whereby CAPS can obtain access to software under similar conditions to those quoted in (2) below:

YES NO Note that answering YES will be interpreted by CAPS as effectively setting up such an exchange agreement.

Is your organization willing to make available to CAPS any changes or improvements to the software received from CAPS? (This answer will not influence the decision concerning your request.)

YES NO

2. Conditions

The organization in (1) agrees to use software obtained from CAPS under the following conditions:

- i. Proprietary rights and copyright remain with CAPS and The University of Oklahoma unless otherwise stated.
- ii. The software in whole or in part may not be passed on to any third party in any form without the express written permission of CAPS.
- iii. The software may not be used for commercial or other for-profit activities without the express written permission of CAPS.
- iv. Although every care has been taken in preparing and testing the software, CAPS does not guarantee that the software will work correctly in all circumstances. It is provided “as is” without any express or implied warranty.
- v. Updates and corrections to the software may be made without prior notice, though CAPS will make a reasonable attempt to contact users.
- vi. Neither CAPS nor the University of Oklahoma nor persons acting on their behalf will be responsible for any injury or death of persons or other living things, or damages to or destruction of property or other loss, or damage of injury of any kind whatsoever resulting from the use of the materials provided by CAPS.
- vii. CAPS does not undertake to assist in transporting or adapting the software to any machine.
- viii. The software has been delivered with existing and current documentation. CAPS is not responsible for updating these documents, and changes may occur at any time without notice.
- ix. Users of CAPS’ software who fail to sign and return this document may be committing fraud, which is a Federal offense, and are subject to prosecution.

3. Acknowledgment of Software Use

The following statement regarding the use of CAPS software must be included in the acknowledgments section of any written material, including non-archive journal publications:

“The simulations/predictions (or other items as appropriate) were made using the Advanced Regional Prediction (ARPS) developed by the Center for Analysis and Prediction of Storms (CAPS), University of Oklahoma. CAPS is supported by the National Science Foundation and the Federal Aviation Administration under Grant ATM92-20009.”

4. Software Usage

On behalf of _____
 (name of organization)

I agree to the above conditions.

Signature: _____ Name: _____

Position: _____ Date: _____