

END USER LICENSE AGREEMENT

RMA1 Products

1. **Qualified Project End Users.** In order to access the SINARAME RMA Cordoba radar Products ("RMA1 Products") solely for research and educational purposes in the RELAMPAGO-CACTI international field campaign (the "Project"), "You," as a qualified Project End User, must review and agree to the terms and conditions set forth in this Agreement, by formal acceptance at the end of the Agreement.
2. **Scope of Use.** The University Corporation for Atmospheric Research (UCAR) hereby permits you non-exclusive access to the following RMA1 Products: weather sensor data and information that results from the processing of the signals received by the RMA1 radar, in the form of pictures, charts, text, reports or radar data files. This data set has been generated with a custom radar configuration specifically defined by the Argentine National Weather Service (SMN) for the RELAMPAGO-CACTI international field campaign, and has been reformatted from its original form to better fit RELAMPAGO-CACTI needs. You may use these RMA1 Products only in the context of the Project.

You agree not to use the RMA1 Products for benchmarking comparisons with other weather radar sensors, without prior written consent by a Secretaría de Infraestructura y Política Hídrica, Ministerio del Interior, Obras Públicas y Vivienda" (SIPH) representative. An INVAP S.E. representative (RMA1 manufacturer) must be involved during the benchmark process to ensure proper data interpretation, proper analysis techniques and the appropriateness of the selected dataset to be used in comparisons.

The SIPH is a third party beneficiary of this Agreement and may enforce its terms in any court having jurisdiction. However, SIPH has no obligations to you under this Agreement.

You agree to acknowledge SIPH as the origin of the data in any publication arising out of use of the data and further agree to provide SIPH and INVAP S.E. with a copy of the publication, upon request.

3. **Restriction on Use.** You shall not reproduce, distribute, redistribute, publish, license, transfer, assign, sell, disclose to or otherwise forward the

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4. **Termination.** This Agreement automatically terminates at the end of the Project. You may also terminate this Agreement at any time and UCAR may terminate it upon 30-days written notice to You. UCAR may also terminate this Agreement and your access immediately if you violate any of the terms of this Agreement. Sections 3 through 7 of this Agreement shall survive such termination.
5. **NO WARRANTIES.** THE RMA1 PRODUCTS AND DATA, ARE PROVIDED "AS IS, WHERE IS, WITH ALL FAULTS." SIPH, SMN, INVAP S.E. AND THE UNIVERSITY CORPORATION FOR ATMOSPHERIC RESEARCH (UCAR) HEREBY NEGATE AND EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND/OR IMPLIED, WITH RESPECT TO THE RMA1 PRODUCTS AND DATA, INCLUDING, WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ITS AVAILABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY, COMPLETENESS, QUALITY OR USEFULNESS. YOU ACKNOWLEDGE THAT ANY USE OF AND/OR RELIANCE ON THE DATA IS AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SIPH, SMN, INVAP S.E. OR UCAR BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING LOST REVENUE, PROFIT OR DATA, WHETHER IN AN ACTION IN CONTRACT OR TORT ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE RMA1 PRODUCTS OR DATA.
6. During the data collection campaign for the RELAMPAGO-CACTI project, the RMA1 radar used a particular operational configuration, different from the rest of the radars of the SINARAME network. This specific configuration was defined as a tradeoff on the requirements for radar operational use and the requirements of the scientists of the RELAMPAGO-CACTI project. The quality requirements for scientific use are contrasted with the speed of data update required for operational use, so this particular configuration was reached with a compromise between both requirements and it should be understood that both the final quality of the data and the operational availability was conditioned accordingly.

7. **Hold Harmless.** You accept all responsibility and liability for use of the RMA1 Products and Data, and You agree to hold SIPH, SMN, INVAP S.E. and UCAR harmless from any claims, losses or damages, including legal fees, resulting from Your use of the RMA1 Products and Data.
8. **Acknowledgments.** The following legend should be used in the acknowledgements section of any publication: “RMA1 data and sensor information was provided by Secretaría de Infraestructura y Política Hídrica, Ministerio del Interior, Obras Públicas y Vivienda of the Argentinean National Government and INVAP S.E. framed within the SINARAME Project. The National System of Weather Radars (Sistema Nacional de Radares Meteorológicos, SINARAME) project is an Argentinean effort to expand the radar network over the whole country.”

I accept and agree to these terms. Further, I represent and warrant that I have full right, power and authority to enter into this Agreement and to execute this Agreement for and on behalf of myself and my employer.