

3-200-2015

LICENSE AGREEMENT

for the model **MUKLIMO_3, thermodynamic version**

The

Federal Republic of Germany, Deutscher Wetterdienst,
Frankfurter Str. 135, 63067 Offenbach am Main

represented by

the head of its Climate and Environment Consultancy department

- hereinafter referred to as DWD -

and the

Slovak Hydrometeorological Institute (SMHU)
Jeséniova 17, 833 15 Bratislava, Slovak Republic

represented by

the Director General of the SHMU

- hereinafter referred to as the Licensee -

conclude the following agreement:

1. Background

The DWD has developed the 3-dimensional micro-scale urban climate model MUKLIMO_3 and for the applications in the context of local and urban climatology. A short description is enclosed as annex. Documentation for the model is in preparation (in German) and is scheduled for publication in 2014 in the DWD's series "Berichte des Deutschen Wetterdiensts".

The Licensee is interested in using the model on its own behalf for research in the field of urban climatology. Primarily it will be used by the Licensee for the International Visegrad Fund's Standard Grant No. 21410222 project entitled "Urban climate in Central European cities and global climate change".

2. Services

The DWD shall grant the Licensee the right to use the MUKLIMO_3 software (Version: 30.03.2012 or subsequent versions issued in accordance with sub 8 of this agreement) for the purposes of urban climate research.

The DWD will supply the MUKLIMO_3 software as source code, together with the 'User's Guide' a brief introduction to use the model.

3. Rights of use

The meteorological findings gained from the use of the software may be used by the Licensee for research and teaching. Commercial use is not permitted. The Licensee shall be entitled to reproduce the software to the extent necessary for exercising the rights of use granted. This right shall be restricted to the Centre of Forecasts and Warnings of the SMHU. If requested by the DWD, the Licensee shall communicate the number of copies made.

It shall be prohibited to remove or change copyright notes, serial numbers and any other features serving programme identification.

In all cases of use, the source must be indicated as "Deutscher Wetterdienst (DWD), MUKLIMO_3" followed by the version number.

4. Special conditions of use

The Licensee shall take suitable precautions to prevent any third party's unauthorised access to the software. This applies particularly to keeping user names, passwords, etc. confidential. In the event of a breach of this provision, the DWD shall be entitled to terminate the agreement with immediate effect. The DWD reserves the right to claim damages.

The Licensee has no right to sell or pass on, in particular by rent or lease, the software or the accompanying documentation. The passing on or sale of the software shall be prosecuted. Moreover, the parties agree on a fine for breach of contract of €100,000.00.

5. Copyright

The copyright of the delivered software and the related documentation shall remain with the DWD.

The software is protected by copyright, international agreements and national legal provisions.

The DWD guarantees that it is entitled to grant the rights of use agreed herein.

The Licensee shall mention the DWD as the author of the software in reports and publications and shall cite DWD as author in the relevant publications on MUKLIMO_3, thermodynamic version.

6. Fees

The license shall be granted free of charge for purposes of research and teaching applications by the Licensee.

7. Co-operation

The DWD and the Licensee will hold regularly, e.g. once a year, a joint exchange meeting at which the staff involved present their experiences and results obtained as well as improvements to the delivered software.

The Licensee is entitled to improve the model with its organization. Model improvements should be documented and shared with DWD.

If the application of MUKLIMO_3, thermodynamic version leads to publications, the Licensee is asked to send copies of the publications to DWD.

8. Software maintenance

The need for improvements to be made to the MUKLIMO_3 model, thermodynamic version, cannot be excluded. The DWD shall however make no commitment to service or improve the delivered software.

The Licensee shall inform the DWD about any error discovered in the delivered software. If the DWD can remedy programme errors that have been discovered after the delivery and which affect the usability of the software, the Licensee will receive a corresponding update of the source code.

9. Warranty and liability

The software was developed with the due scientific rigour and in compliance with the generally acknowledged standards of technology. The DWD provides however no warranty whatsoever that the software is free of errors.

In case of failures of the software, the DWD shall only be liable for wilful deceit, beyond that DWDs liability is limited to damage due to intentional or gross negligent behaviour. Any further liability shall be explicitly excluded.

Use of the software is at the user's own risk. The DWD shall not be liable for damages caused by

improper use of the software.

10. Duration / Right of Termination

The license agreement shall enter into force upon signature by both parties. The license for the use of the software shall be valid for three years, starting with the day of signature by the licensee. Its extension may be requested with three month's notice before the end of the contract. The intended purpose of use has to be indicated.

In the event of a breach of a major provision of this agreement, each of the signing parties shall be entitled to terminate the contract with immediate effect. The notice of termination has to be in writing and must state the reason.

The right to use the software shall expire if the agreement is terminated by the DWD or the Licensee. In case of termination the Licensee shall destroy without delay the software as well as all full or partial copies thereof and the related documentation.

11. Collateral agreements / Supplement / Amendments

Any collateral or additional arrangement implying an amendment, supplement or further specification or clarification of the agreement shall be made in writing.

12. Severability Clause

If any provision of this agreement is held invalid or unenforceable, the validity of the remaining provisions shall be unaffected.

In this case, the parties shall immediately commence negotiations to replace the invalid or unenforceable provision by an arrangement which is as close as possible to the meaning intended.

13. Applicable law / Language / Place of jurisdiction

The DWD and the Licensee agree that German law shall apply to any privity of contract resulting from this agreement. The UN Sales law is excluded.

This Agreement is written and signed in the English language in two copies.

Place of jurisdiction is Offenbach am Main, Germany.

Deutscher Wetterdienst
Offenbach,

Tobias Fuchs
Head of Climate and Environment Consultancy

Slovak Hydrometeorological Institute (SMHU)
Bratislava,

Dr. Martin Benko
Director General of the SHMU