# Software-License-Agreement

made and entered into by and between

Wroclaw University of Environmental and Life Sciences – Institute of Geodesy and Geoinformatics, Grunwaldzka 53, 50-537 Wroclaw, Poland ("WUELS"), hereinafter referred to as the "licenser", represented by dr hab. inz. Andrzej Borkowski, prof. nadzw., director of the Institute of Geodesy and Geoinfromatics

and

# YOUR UNIVERSITY

# 1. Definition of the software

**TOMO 2** is a software package for deriving the three dimensional (3D) state of the troposphere based on integrated measurements of Global Navigation Satellite System (GNSS) phase signal delay. The software is able to process real and simulated data, including Numerical Weather Prediction (NWP) model outputs. Full uncertainty information for the outputs is provided. The Software is composed of Matlab functions and script files and can work in two modes: constrained and unconstrained. For details see:

Rohm W., Bosy J., The verification of GNSS tropospheric tomography model in a mountainous area, Advances in Space Research, Volume 47, Issue 10, 17 May 2011, Pages 1721-1730, ISSN 0273-1177, 10.1016/j.asr.2010.04.017.

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Any report or publication of results obtained using the Software has to be acknowledged by citing the following publications:

Rohm W., Bosy J., The verification of GNSS tropospheric tomography model in a mountainous area, Advances in Space Research, Volume 47, Issue 10, 17 May 2011, Pages 1721-1730, ISSN 0273-1177,

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If any provisions of this Agreement will become invalid or unenforceable, such invalidity or enforceability shall not affect the other provisions of Agreement which shall remain in full force and effect provided that the basic intent of the parties is preserved. The parties will in good faith negotiate substitute provisions to replace invalid or unenforceable provisions which reflect the original intentions of the parties as closely as possible and maintain the economic balance between the parties.

#### 12. Applicable law

This Agreement as well as any and all matters arising out of it shall exclusively be governed by and interpreted in accordance with the laws of Poland, excluding its principles of conflict of laws.

#### **13. Jurisdiction**

If any dispute, controversy or difference arises between the Parties hereto in connection with or out of this Agreement, the parties hereto shall first attempt to settle it amicably. Should settlement not be achieved, the Courts of Wroclaw-City shall have exclusive jurisdiction.

All notices for correspondence in connection with this agreement are designated by the parties as follows.

WUELS:

Institute of Geodesy and Geoinformatics Grunwaldzka 53, 50 – 537 Wroclaw, Poland E-mail: jaroslaw.bosy@up.wroc.pl

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#### 14. Time frame

This agreement shall be effective as of the first disclosure of Propriety Data by the Licenser, scheduled for January 1, 2012.

Wroclaw University of Environmental and Life Sciences Institute of Geodesy and Geophysics Name: Title: Director Date:

Signed

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Name: Title: Date:

Signed