

Oklahoma Mesonet Data Contract

Please Print or Type Information

Customer Information:

Applicant's Name: _____

Title: _____ E-mail: _____

Place of Business: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Account Type

Category 1: Media Redistributor

- Oklahoma City-area Market \$375.00 monthly
- Tulsa-area Market \$200.00 monthly
- Small Market \$50.00 monthly
- Newspaper/Web fees waived as long as Mesonet logo and link to <http://www.mesonet.org> are included
- Radio fees waived as long as Mesonet is acknowledged

Category 2: Commercial/Business Customer

- Standard Fees apply.....see rates published at http://www.mesonet.org/index.php/site/about/data_access_and_pricing

Category 3: Individuals, Public Agencies, and Non-Profit Organizations

- Inside Oklahoma.....fees waived
- Outside Oklahoma.....see rates published at http://www.mesonet.org/index.php/site/about/data_access_and_pricing

Description of data requested: _____

I have read and understand the Mesonet Conditions of Account and will be bound by the terms of that document. I understand that the data and products provided are proprietary to the Oklahoma Mesonet. I will not re-distribute any data or files without the prior written consent of the Oklahoma Mesonet.

Applicant's Signature: _____ **Date:** _____

Must have signature for processing.

Return To: Mesonet Data Access
 Oklahoma Climate Survey
 120 David L. Boren Blvd, Suite 2900
 Norman, OK 73072-7305
 Fax: (405) 325-2550 Voice: (405) 325-2541 Email: accountspayable@mesonet.org

Office Use Only

Date Received _____ Date Activated _____

DB Entry _____ User Info Mailed _____ Authorization _____ 2/2013

MESONET CONDITIONS OF ACCOUNT

These are the terms and conditions of your data access. Please read it and keep it for your records. If you agree to the terms and conditions of your account set forth, you will need to so signify by signing and returning the **Oklahoma Mesonet Data Contract** to OCS. Your data access will become effective upon OCS's receipt of your signed authorization.

AGREEMENT TERMS: In this Agreement, *MESONET* means the environmental monitoring network owned and operated jointly by The University of Oklahoma and Oklahoma State University; *OCS* means the Oklahoma Climatological Survey which administers MESONET operations; the words *you, your and yours* mean the person or persons authorized by OCS to use the MESONET account; the words *we, us and our* mean The Boards of Regents of The University of Oklahoma and Oklahoma State University. *MESONET Materials* include a user-specific account name and password. *MESONET Data* means the observations reported by the MESONET sites and variables derived from those observations. *MESONET Products* means data files and any and all other products/services developed or designed for the *MESONET*.

RESERVATION OF RIGHTS: We reserve the right to grant any rights to the *MESONET Materials* to other persons or entities. Among other protections, the *MESONET Products* and information provided under this Agreement may include copyright and trademark protection. All such protections are retained by us.

FEES AND COSTS: You agree to pay applicable fees according to the option you marked on the Oklahoma Mesonet Data Contract.

BILLING: You will receive an invoice on or about the fifteenth (15th) of each month preceding expiration of this agreement. Payment must be received by OCS no later than the third (3rd) day of the following month. All payments must be in U.S. dollars. All checks must be drawn on funds on deposit in the United States.

RETURNED PAYMENTS: A \$10.00 fee will be added to your balance if your check is not honored or if we must return it to you because it cannot be processed.

COLLECTION COSTS: If we have to refer collection for fees owed to an attorney or collection agency, you will pay all fees, including a lawyer's fee, court costs, and any other associated fees as allowed by law. If you win the suit, we will pay your reasonable legal fees and court costs.

DEFAULT: You are in default if you fail to pay the full balance on time or if you fail to perform any other duty required under this Agreement. If you are in default, we may close your account and demand immediate payment of the full balance. In the event of any unauthorized disclosure or use of the confidential and proprietary information including, but not limited to, *MESONET Materials*, unauthorized disclosure to third persons, or use by you of the material and facilities other than those identified and authorized by this Agreement, we shall at our option have the right in addition to other remedies, to recover from you an amount equal to (i) the sum we would have charged the person or persons obtaining the benefit of such unauthorized use of the licensed materials and permitted access, plus (ii) any amount received by you on account of such unauthorized use.

TERMINATION: Either party may terminate this Agreement for any reason or convenience at any time by giving not less than thirty (30) days advance written notice to the other party. Monthly fees already paid will not be refunded; semi-annual and annual fees will be prorated appropriately. In the event of termination, you remain responsible to pay the amount you owe us according to the terms of this Agreement. If you are in default or reasonably believed to be in violation of terms of this Agreement, we may close your account at any time without prior notice. If this account is closed, it cannot be reopened unless you pay the first month's user fee.

CHANGING THIS AGREEMENT: We may change this Agreement at any time. If we do, we will mail or e-mail you a written notice at least thirty (30) days before the changes become effective. If you do not agree to the

changes, you must notify us in writing within thirty (30) days. Failure to timely notify us shall indicate that you agree to all changes in the notice.

WARRANTY, LIMITATION OF LIABILITY, AND INDEMNIFICATION: While we operate our system with the highest professional standards, WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, CONDITION OF THE LICENSED MATERIAL, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WE, OUR AGENTS, OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER, ARISING OUT OF THE USE OF OR INABILITY TO USE THE ABOVE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SHALL INDEMNIFY US FROM ANY AND ALL LIABILITY FOR COSTS, CLAIMS, AND SUITS ARISING OUT OF YOUR USE OR ACCESS OF ANY AND ALL *MESONET Data or MESONET Products*.

NONWAIVER: The failure of either you or us and/or OCS to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights nor shall the same be deemed a waiver of any subsequent breach, either of the same provision or otherwise.

ASSIGNMENT/SUBLICENSE: You may not transfer, sell, or assign, in whole or in part, this Agreement, or any portion thereof, without prior written consent from us and OCS. Further, you may not sublicense the *MESONET Materials*, in whole or in part, for any purpose whatsoever.

SEVERABILITY: If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

APPLICABLE LAW: This Agreement shall be governed by and construed under the laws of the State of Oklahoma. Any action brought for the interpretation or enforcement of this Agreement shall be brought in a court of competent jurisdiction in the State of Oklahoma, as may be appropriate.

End of Mesonet Conditions of Account
1/2013