

Oklahoma Mesonet Account Request Form

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: (Please check only one. See "Conditions of Account" for descriptions.)

Commercial Subscriber

- Full Access \$400.00 monthly
Limited Redistribution \$50.00 - 400.00 monthly
Nonprofit Organization(w/headquarters in Oklahoma) fees waived

Media Subscriber

- Oklahoma City-area Market \$375.00 monthly
Tulsa-area Market \$200.00 monthly
Small Market \$50.00 monthly
Non-Profit fees waived

Category is based upon the specific station's Designated Market Area.

Government/Education Subscriber

- State or Local Government Agency - fees waived
Proof of employment may be required.
Oklahoma Educational Institution - fees waived
Proof of employment may be required.
Student Account - fees waived
Please attach a current course schedule as proof of enrollment in an Oklahoma K-12 School, College, or University.

Custom Pages

Access may require prior enrollment in training workshops. See Conditions of Account for further details.

- ftp
K-12
OK-First (Public Safety)
Electric Utilities
Other _____

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 on this server are proprietary to the Oklahoma Mesonet or related projects. I will not re-distribute any data or files without the prior written consent of the Oklahoma Climatological Survey.

Applicant's Signature: _____

Must have signature for processing.

Return To: Mesonet Customer Accounts
Oklahoma Climate Survey
120 David L. Boren Blvd, Suite 2900
Norman, OK 73072-7305
Fax: (405) 325-2550 Voice: (405) 325-2541

Office Use Only

Date Received _____ Date Activated _____
Username _____ Password _____
Access to
[] Mesonet [] ftp [] K-12 [] Other _____
[] OK-First [] Electric

DB Entry _____ User Info Mailed _____ Authorization _____

MESONET CONDITIONS OF ACCOUNT

These are the terms and conditions of your account. Please read it and keep it for your records. If you want your account activated, and you agree to the terms and conditions of your account herein set forth, you will need to so signify by signing and returning the MESONET Account Request Form to OCS. Your account 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 Board 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*.

MESONET ACCOUNT USE: You will be provided with a user-specific account name and password enabling you to access *MESONET Products* residing on the *MESONET* web pages. Telephone customer support to answer questions regarding your *MESONET* account and/or *MESONET Data* or *MESONET Products* is available Monday through Friday (except holidays) between 8:00 a.m. and 5:00 p.m. Central Standard/Daylight Time.

The user-specific account name and password are confidential under the terms of this Agreement. The account, including but not limited to the name and password, is nontransferable and will be used only by you for your personal use. The *MESONET Products* retrieved through use of your *MESONET* account are confidential and proprietary to us. YOU AGREE NOT TO SELL, REDISTRIBUTE, RETRANSMIT, OR PUBLICLY DISPLAY *MESONET Data*, *MESONET Products*, OR *MESONET Materials* WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF OCS. You agree to take all steps reasonably necessary to ensure that all confidential and proprietary information including but not limited to the *MESONET Materials* is not made available to any other person, firm, or corporation.

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 a monthly, semi-annual, or annual service fee according to the option(s) you marked on the Oklahoma MESONET Account Request Form, as follows:

- Commercial Subscriber, **Full Access**, \$400 monthly
- Commercial Subscriber, **Limited Redistribution**, \$1 monthly per end-user customer to whom products created using *MESONET* data are distributed, minimum of \$50 monthly up to a maximum fee of \$400 monthly (not eligible for web or broadcast distribution)
- **Media Subscriber**, prorated according to Designated Market Area as identified on the *MESONET* Account Request Form.
- **Educational Institution, Government Agency, Non-Profit Organization or Student Account**, fees waived provided continued financial support from the Oklahoma Legislature and State Regents for Higher Education. If funding changes necessitate implementations of fees, subscribers will be notified under terms of this Agreement.

The fee allows unlimited access for the calendar month for which payment is made to any *MESONET Products* residing on the indicated class of web pages or ftp server.

CUSTOM WEB PAGES: The Oklahoma Climatological Survey may maintain custom web pages for use by specific user groups. In many cases, these user groups are required to attend training workshops hosted by OCS before obtaining access to a custom web page. OCS reserves the right to allow or deny access to these customized areas.

REDISTRIBUTION OF MESONET DATA: Commercial Subscribers and Media Subscribers, or third parties whose services have been retained by them, are allowed to create products using *MESONET* data for public distribution, provided that (i) the files retrieved from our servers are not transferred to a third party, except those under contract to the Subscriber, and (ii) credit to the *MESONET* is provided as a link to www.mesonet.org on any website on which the data are displayed or the words "Oklahoma Mesonet" or the *MESONET* logo appears with any other distribution. Public redistribution is limited to basic, quality-assured observations of temperature, humidity, dewpoint temperature, wind speed and direction, pressure, rainfall, solar radiation, heat index, wind chill, soil temperature and soil moisture. Third party entities under contact to a paid Subscriber may be given access to the *MESONET* account or provided with a separate *MESONET* account upon our approval.

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 of the balance 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, including Fees and Costs and Billing, at any time. If we do, we will mail or e-mail you a written notice at least thirty (30) days before the beginning of the billing period in which the changes become effective. If you do not agree to the changes, you must notify us in writing within thirty (30) days and pay the amount you owe us according to the terms of this Agreement, upon which your account will be closed. 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 the District Court of Cleveland County or the United States District Court for the Western District of Oklahoma, as may be appropriate.