NONCOMMERCIAL USER LICENSE AGREEMENT

BY CLICKING ACCEPT, USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS NULA FOR ACCESSING DATA AND STREAMS FROM UBTR.

Definitions.

"Access" means a single connection, along with a redundant connection, to Data, a Data port, or EARTHSCOPE's translator caster by User.

"Accesses" means two or more connections to Data, Data ports, or EARTHSCOPE's translator caster by User.

"Calendar Year" means January 1st through December 31st every year.

"**Day**" means a continuous 24-hour period.

"**Data**" means Real-time GNSS observations or processed products (Positions, TEC, etc.) streaming from a Station or EARTHSCOPE-operated software.

"**Data Stream**" or "**Stream**" means a singular set of all observation Data or processed product generated from Data from a EARTHSCOPE-operated GNSS station.

"**Data Streams**" or "**Streams**" means multiple Data Streams from more than one EARTHSCOPE-operated GNSS stations.

"Educator" means a bona fide educator accessing and utilizing Data solely for educational or academic purposes and publishing or distributing results without fee to other parties nor on a for-profit basis.

"**Effective Date**" shall mean the timestamp of the acceptance of the Terms and Conditions by purchasing access to Data Streams.

"GAGE" means The Geodetic Facility for the Advancement of Geoscience.

"Leap Year" means a Calendar Year that includes 29th day of February.

"**Month**" means 30 continuous days.

 "NSF" means the National Science Foundation.

"**Real Time**" means Data available to a USER in 24-hours or less from the time of collection.

"Renewal Date" means the month and day of the Effective Date of the following calendar year.

"Researcher" means any bona fide researcher accessing and utilizing Data for research purposes on behalf of a scientific or academic organization and publishing or distributing results without fee to other parties nor on a for-profit basis.

"Scientific User" means an Educator, Researcher, or other user of the Data for scientific, humanitarian, public benefit, or other greater good usage.

"Seat" means a single access connection to a Data Stream.

"**Station**" means a geodetic GNSS station EARTHSCOPE operates.

"User" means the person/entity accessing the Data through this CULA.

"User Access Portal" means the EarthScope connection page through which User creates a login to access Data.

"**Year**" means 365 continuous days, or 366 continuous days during a Leap Year, commencing on the Effective Date.

Grant of License.

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a. Subject to the terms in this NULA, and the terms and conditions of EARTHSCOPE's NSF award to operate the Enabling Discoveries in Multiscale Earth System Dynamics: Geodetic Facility for the Advancement of Geoscience ("GAGE"), EARTHSCOPE hereby grants to USER a non-exclusive, royalty-free license to access Data Streams from one or more Stations operated by EARTHSCOPE. Streams may be delivered in a variety of formats.

b. This NULA governs any and all Data Streams accessed through EARTHSCOPE. Data Streams may be accessed through a variety of data-handling protocols and software tools.

Restrictions on Use.

a. USER may not reverse engineer, decompile, disassemble, copy, distribute, sell, transfer, or disseminate the Data, Streams, or access to either, to any other party for any profit, fee, or charge.

b. USER understands and agrees that Data and Data Streams accessed under this NULA are for USER's use only.

c. USER may publish, distribute, share, or disseminate fee-free results and findings derived from the Data or Data Streams for academic, research, educational, humanitarian, or other public benefit or greater good usage.

Title to Data.

a. EARTHSCOPE represents and warrants that EARTHSCOPE has the legal right to enter into, perform, and uphold its obligations under this NULA.

Duration and Termination.

a. This NULA is valid is valid for one (1) Year from the Effective Date.

b. This NULA shall automatically renew on the Renewal Date, subject to any and all updated or revised terms and conditions.

c. Should USER commence collecting fees for any products, value-add, distributions, or dissemination of any Data collected or accessed under this NULA, USER's access to Data shall be terminated and USER shall be required to acquire a commercial account for Data access.

d. This NULA may be terminated at any time and without notice should USER violate the terms and conditions of this NULA.

e. Should NSF terminate or transfer EARTHSCOPE's award to operate GAGE, this NULA shall automatically transfer to the new GAGE operator.

Maintenance and Support.

a. USER understands and accepts that EARTHSCOPE offers Data and Streams under this NULA "As Is" and has no obligations to provide support services for the Data or Streams.

b. EARTHSCOPE does not make any warranty, guarantee, or representation as to the quality, reliability, or availability of Data or Streams from any Station in NOTA.

c. USER understands and acknowledges that EARTHSCOPE does not guarantee the availability of Data from any Station at any given time. EARTHSCOPE does not guarantee the completeness or latency of Data from any Station in NOTA at any given time.

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Infringement Acknowledgement.

    a.   USER will bear all responsibility and liability for any copyright infringement that may arise from USER's usage of the Data and Stream.

Transferability and Assignability.

    b.   USER shall not transfer or assign USER's rights or obligations under this NULA.

    c.   EARTHSCOPE may assign and/or transfer EARTHSCOPE's rights or obligations under this NULA to another party without notice to USER.

Jurisdiction.

    a.   This NULA shall be governed by the laws of the State of Delaware, without regard to conflicts of laws provisions thereof. Any legal action or proceeding arising from or relating to this NULA shall be brought forth exclusively in the District of Columbia, and USER accepts and consents to the jurisdiction thereof.

    b.   In the event that USER is found to have violated such laws or terms of this NULA, resulting in a liability for EARTHSCOPE, including but not limited to defense costs, a settlement, or judgment, USER agrees to reimburse EARTHSCOPE for resulting costs and/or liabilities, and this NULA may be subject to early termination.

Warranty Disclaimer.

EARTHSCOPE EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE DATA, DATA STREAMS, OR ACCESS PROTOCOLS. THE DATA STREAMS ARE PROVIDED TO USER "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO AND WITHOUT LIMITATION, NON-INFRINGEMENT AND DOWN-STREAM VALUE-ADD.

Limitations of Liability.

EARTHSCOPE SHALL NOT BE LIABLE TO USER, OR ANY OTHER PERSON, ENTITY, OR THIRD-PARTY CLAIMING THROUGH USER ANY LOSS OF DATA, STREAMS, PROFITS, INCOME, SAVINGS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT, OR INDIRECT DAMAGES, REGARDLESS OF WHETHER ARISING IN CONTRACT, WARRANTY, TORT, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. UNDER NO CIRCUMSTANCES SHALL EARTHSCOPE'S AGGREGATE LIABILITY TO USER, OR ANY OTHER PERSON, ENTITY OR THIRD-PARTY CLAIMING THROUGH USER, EXCEED THE TOTAL AMOUNT PAID BY USER TO USE DATA AND STREAMS UNDER THIS NULA.

Severability.

    a.   Should any clause in this NULA be held illegal, unenforceable, or otherwise unlawful, the remainder of this NULA shall remain in full force and effect.

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b. The exercise or waiver of rights under this NULA shall not preclude further exercise or waiver of rights for any other right hereunder.

<u>Entire Agreement.</u>

This NULA constitutes the entire agreement between EARTHSCOPE and USER, and replaces, terminates, and supersedes all prior understandings, statements, representations, and understandings, written and oral, between EARTHSCOPE and USER. By clicking accept, USER agrees to all terms and conditions enumerated herein.

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