



University of Massachusetts Lowell
Office of Research Administration

600 Suffolk Street
2nd Floor South
Lowell, MA 01854
978-934-4750

**Global Assimilative Modeling of Bottomside
Ionosphere Timeline (GAMBIT)**

SERVICE SUBSCRIPTION AGREEMENT

This Subscription Agreement (“Agreement”) is made this _____ (“Effective Date”) by and between the University of Massachusetts Lowell (hereinafter, “University”), a public institution of higher education of the Commonwealth of Massachusetts with its principal place of business at 600 Suffolk Street, 2nd Floor South, Lowell, Massachusetts 01854, for and on behalf of its Global Assimilative Modeling of Bottomside Ionosphere Timeline Consortium (“GAMBIT”) and _____ (“Subscriber”), a _____ (corporation, university, not-for profit entity, government agency) with its principal place of business at _____

WHEREAS, University has compiled, and continues to compile, space weather data (“Weather Data”);

WHEREAS, _____ desires to become a Subscriber of GAMBIT, and by doing so, obtain access to such Weather Data as described herein. The parties hereby agree to the following terms and conditions:

A. GAMBIT will be operated by the University and will in part be supported and sustained by subscription fees paid in by its Subscribers. The mission statement of GAMBIT is set forth in Exhibit A.

B. Any university, company, non-profit entity, government agency, federal research and development organization, or any government-owned contractor-operated laboratory may become a Subscriber of GAMBIT.

C. Subscriber agrees to pay an annual Subscription fee as outlined in Exhibit B and as dictated below, payable Net forty-five (45) days from execution of Agreement and July 1 of each year thereafter. Subscriber shall make the payment to “University of Massachusetts Lowell” and send to Attn: Holly Norton, UMass Lowell Office of Research Administration, 600 Suffolk Street, 2nd Floor South, Lowell, MA 01854; email: Holly_Norton@uml.edu. Subscriber will join GAMBIT service with the intention of remaining a fee-paying Subscriber for at least two (2) years. However, Subscriber may terminate this Agreement by giving University sixty (60) days’ written notice. Subscription fees paid are non-refundable.

Level of Subscription chosen (check one):

Real-time¹ GAMBIT data and historical data, to include commercial use: \$9,995 annually

Real-time and historical GAMBIT data, to include commercial use -- academic institutions and non-profit entities only: \$6,750 annually

Historical GAMBIT data (except the latest 3 days), to include commercial use: \$4,995 annually

Historical DIDBase mirror site with SQL-accessible database files, for research and development activities: \$19,995 for initial installation

Retroactive DIDBase mirror site data updates to the initial installation, for research and development activities: \$2,995 per update

D. A portion of the annual Subscription fee may be offset for Subscribers that are ionosonde observatories routinely contributing near real-time ionogram data to University for processing.

E. In the event that Subscribers desire additional reporting, service integration, or data analysis, a separate funding agreement will be negotiated between Subscriber and University.

F. All Weather Data disclosed pursuant to this Agreement, including without limitation all written and tangible forms thereof, shall be and remain the property of University. Use of Weather Data is restricted to Subscriber and its subsidiaries and contractors and cannot be shared, loaned, or sold to third parties. Upon termination of this Agreement, Subscriber shall cease using the Weather Data.

¹ The real-time GAMBIT data become retrospective after the expiration period of three days since the actual time of sensor measurements.

G. Subscriber will be assigned an account name and password to access the GAMBIT database. Use of a Subscriber's account name and password is restricted to employees of Subscriber only and cannot be shared with third parties. Use of a Subscriber's account name and password by anyone other than an employee of Subscriber may be cause for deactivation of account and termination of Subscription.

H. Subscriber is expected to exercise reasonable caution in repeated queries of the GAMBIT repository so as to avoid an unintended denial of service issue. For practical purposes, the maximum cadence of the database queries shall be limited to 0.2 Hz.

I. An Advisory Board is responsible for GAMBIT's long-term planning. It will include representatives of University and Subscribers and will (1) formulate continuing RTD road map and recommendations to the GAMBIT development team, (2) ensure quality control and validate the data services, and (3) arrange and support the user training activities.

J. Each party hereby acknowledges and agrees that the rights and obligations of this Agreement are subject to the laws and regulations of the United States relating to the export and re-export of controlled items and technical information. Without limitation, each party shall comply with all such applicable laws and regulations.

K. University and Subscribers may wish, from time to time, in connection with activities associated with this Subscription Agreement, to disclose confidential information to each other ("Confidential Information"). University and Subscribers will use the same degree of care that it uses to protect their own Confidential Information, but no less than reasonable efforts, to prevent the disclosure of any Confidential Information to third parties for a period of three (3) years after the termination of this Agreement, provided that the recipient's obligation shall not apply to information that (a) is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of the disclosure; (b) is already in the recipient's possession at the time of disclosure thereof; (c) is or later becomes part of the public domain through no fault of the recipient; (d) is received from a third party having no obligations of confidentiality to the disclosing party; (e) is independently developed by the recipient; or (f) is required by law or regulation to be disclosed.

L. This Agreement may not be assigned by Subscriber without the prior written consent of University, which consent may not be unreasonably withheld or delayed, except in the event of a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

M. University reserves the right to refuse subscription or terminate an existing subscription if Subscriber or potential Subscriber is in violation of any federal or state law or statute.

N. SUBSCRIBER ACKNOWLEDGES THAT WEATHER DATA IS PROVIDED ON AN "AS IS" BASIS. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE WHATSOEVER, EXPRESS OR IMPLIED, REGARDING WEATHER DATA. IN NO EVENT SHALL UNIVERSITY BE LIABLE

FOR ANY LOST PROFITS, LOSS OF USE, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

O. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts irrespective of any conflicts of law principles.

P. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to subscription in GAMBIT, and no amendments shall be effective unless made in writing and signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any exhibit or attachment, the terms of this Agreement control.

IN WITNESS WHEREOF, the undersigned party has executed this Subscription Agreement by its respective duly authorized representative.

UNIVERSITY OF MASSACHUSETTS
LOWELL

[NAME OF SUBSCRIBER]

By: _____

By: _____

Name: Susan Puryear

Name: _____

Title: Director,
Office of Research Administration

Title: _____

Date: _____

Date: _____

Exhibit A

Global Assimilative Modeling of Bottomside Ionosphere Timeline Consortium

Mission Statement

The mission of the Global Assimilative Modeling of Bottomside Ionosphere Timeline Consortium (GAMBIT) is to provide the Consortium participants access to the real-time and retrospective space weather data, in both display and numerical formats, that are generated and managed at the University of Massachusetts Lowell using the sensor measurements, data processing, modeling, analysis, and data and facility management resources developed and operated by the UML personnel for the GAMBIT project.

Exhibit B

Subscription in Global Assimilative Modeling of Bottomside Ionosphere Timeline Consortium (GAMBIT)

Details of subscription levels

Levels of Subscription:

*Level 1: Real-time and Historical GAMBIT data, to include commercial use:
\$9,995 annually*

- Access to GAMBIT database at Lowell GIRO Data Center;
- Updated coefficients of the IRI-2020 expansion for the synthesis of global weather maps of the critical frequency of the F2 layer (foF2), the peak height of the F2 layer (hmF2), and the profile shape parameters B0 and B1, available at 15-minute cadence 8 minutes prior to the current time and retrospectively;
- GAMBIT Explorer software for interactive access and visualization of GAMBIT data.

*Level 1A: Academic Research access, to include commercial use: \$6,750
annually*

- Applicable to commercial uses at academic institutions and non-profit entities only;
- Same data access as Level 1 (real-time and historic GAMBIT data at Lowell GIRO Data Center.)

Level 2: Historical GAMBIT data, to include commercial use: \$4,995 annually

- Access to GAMBIT database at Lowell GIRO Data Center;
- Updated coefficients of the IRI-2020 expansion for the synthesis of global ionospheric weather maps of the critical frequency of the F2 layer (foF2), the peak height of the F2 layer (hmF2), and the profile shape parameters B0 and B1, available at 15 minute cadence **three days prior to the current time and earlier**; and
- GAMBIT Explorer software for interactive access and visualization of GAMBIT data.

Level D-1: Historical DIDBase mirror site with SQL-accessible database files, for research activities only: \$19,995 for initial installation

- Copy of the DIDBase database installed at Subscriber organization;
- Rapid local access to large volumes of weather data; and
- Example source code of DIDBase reader software

Level D-1U: Retroactive DIDBase mirror site data updates to the initial installation, for research activities only: \$2,995 per update

- Applicable to research and development phases of operations;
- Historical data to replenish the original Level D-1 installation of the DIDBase mirror site.