

McIDAS Software Acquisition and Distribution Policies

15 January 2008

This document summarizes the policies (rights and responsibilities) regarding the use and distribution of McIDAS software. McIDAS software consists of the computer code contained in all versions of the McIDAS-X, McIDAS-XCD, McIDAS-XRD and SDI software packages.

I. User Categories

The set of policies that apply to each user is determined by their user category. The four user categories are defined below.

1. ***MUG members who act as Sponsors:***
MUG members are those individuals and groups that have joined the McIDAS Users' Group and have paid their annual fees associated with this membership. The SSEC McIDAS Users' Group Policy Document provides information on MUG membership. A MUG member that provides McIDAS software to another individual or group as part of an active research collaboration, as defined in sections III and IV of this document, is referred to as a Sponsor. This document in part addresses those MUG members who act as Sponsors.
2. ***Sponsored Users:***
Sponsored Users are those individuals or groups who are working in an active research collaboration with a MUG member and require the use of McIDAS software to conduct joint research activities.
3. ***Commercial Resellers:***
Commercial Resellers are those individuals or groups that use any portion of McIDAS software for commercial resale and/or financial gain. This group includes value-added resellers and system integrators whose product includes any portion of the McIDAS software.
4. ***Commercial Users:***
Commercial Users are those individuals or groups that receive any portion of the McIDAS software from a Commercial Reseller.

Section II lists policies that apply to all four user categories. Sections III through VI list the additional policies that apply to each of the four user categories.

II. General Policies

1. MUG members receive a McIDAS software license plus access to online documentation and software updates, help desk assistance, and other value-added products. Other Users and Resellers can acquire the McIDAS software through the procedures described below.
2. The McIDAS software is copyrighted and as such it may not be reproduced or redistributed, except for safeguarding purposes, without the written agreement of SSEC.
3. There is no expressed or implied warranty made to anyone as to the suitability of this software for any purpose. The User assumes all risk of usage. Users agree not to hold SSEC, the University of Wisconsin-Madison, or any of its employees or assignees liable for any consequences resulting from the use of the McIDAS software.

III. Rights and Responsibilities of MUG Members Who Act as Sponsors

1. MUG members may provide McIDAS software to another individual or group as part of an active research collaboration. An active research collaboration is limited to one year unless given written permission from SSEC for an extension. If after one year the sponsored site still wants to use McIDAS, they must join the MUG.
2. MUG members who act as Sponsors may modify and further distribute either the original or their modified McIDAS software, in whole or in part, under the conditions of this policy document.
3. Sponsors must contact SSEC and receive written/email permission prior to establishing a sponsorship. Sponsors must then provide a copy of this policy document to the proposed Sponsored User prior to providing the software, and obtain from the proposed Sponsored User a signed and dated acknowledgment of their receipt and understanding of this policy document.
4. Sponsors must notify SSEC when they have furnished the McIDAS software to the Sponsored User by providing SSEC with a copy of the Sponsored User's signed and dated acknowledgement of this policy document. Sponsors can contact SSEC via e-mail at mug@ssec.wisc.edu or by letter to the MUG at the SSEC mailing address at the end of this document.
5. Sponsors are obligated to provide primary support to their Sponsored User, such as support for questions, software upgrades, training and documentation.
6. Sponsors may not authorize further distribution of the McIDAS software beyond the Sponsored User (i.e., no second tier Sponsored Users).
7. Sponsored Users will be counted when determining the Sponsor's MUG category and fees.

IV. Responsibilities of Sponsored Users

1. Sponsored Users must provide a signed and dated acknowledgment that they have received this policy document and that they understand the software may not to be sold or redistributed in whole or in part.
2. Sponsored Users will be obligated to use their Sponsor as their primary support for questions, software upgrades, training, and documentation. A Sponsored User may join the MUG by paying the appropriate membership fees but may still need primary support from their Sponsor.
3. Sponsored Users may access the SSEC Data Center's real-time and archive databases by acquiring a separate database access agreement with SSEC. Sponsored Users who wish to access the SSEC Data Center databases must have their McIDAS software running the current upgrade version or risk being denied access to the databases. This is to ensure reliable access to the data, as SSEC may evolve data formats, communications protocols, and database architecture.
4. Sponsored Users use of the McIDAS software is restricted to the purposes of the active collaborative research as supported by the Sponsor and agreed to by SSEC. Use of the software outside of the collaborative research by the Sponsored User is prohibited. The Sponsored User is required to remove the McIDAS software from their computers immediately following the completion of the collaborative research.
5. Sponsored Users use of the McIDAS software is limited to a period of one year or less. If after one year the Sponsored User still wants to use McIDAS, they must join the MUG.

V. Rights and Responsibilities of Commercial Resellers

1. Commercial Resellers, including value added resellers or system integrators, wishing to use any portion of the McIDAS software alone or as part of a larger system, for sale or for any compensation to another individual, group or organization (hereafter called the Commercial User) must contact SSEC and receive written/email permission through a Commercial Reseller License prior to providing the McIDAS software. SSEC retains the right to refuse a license for the McIDAS software if it conflicts with SSEC interests or activities. Commercial Resellers are strongly encouraged to contact SSEC prior to submitting bids or proposals.
2. Commercial Resellers, including value added resellers or system integrators, who wish to include McIDAS software (partially or completely) in their delivered product must purchase the Commercial Reseller License which matches the size of the system they are selling. The cost of a Commercial Reseller License is listed in the *McIDAS Standard Product Charges* sheet. Commercial Resellers can contact SSEC via e-mail at mug@ssec.wisc.edu or by letter to the MUG at the SSEC mailing address at the end of this document.

3. Commercial Resellers must provide to SSEC the name, address and principal contact of any customer receiving the McIDAS software. The Commercial Reseller must obtain from the proposed Commercial User a signed and dated acknowledgment of their receipt and understanding of this policy document and its redistribution requirements. A copy of the signed and dated acknowledgement of the policy document must be provided to SSEC.
4. Commercial Resellers may solicit direct training, assistance and support from SSEC on a contractual basis as needed to provide support to their Commercial User.
5. Commercial Resellers may not authorize further distribution or sale of the McIDAS software (i.e., no second tier Commercial Users).

VI. Rights and Responsibilities of Commercial Users

1. Commercial Users will be obligated to use their Commercial Reseller as their primary support for questions, upgrades, training and documentation.
2. Commercial Users may solicit training, assistance and support from SSEC on a contractual basis.
3. Commercial Users may access the SSEC Data Center's real-time and archive databases by acquiring a separate database access agreement with SSEC. Commercial Users who wish to access the SSEC Data Center databases must have their McIDAS software running the current upgrade version or risk being denied access to the databases. This is to ensure reliable access to the data, as SSEC may evolve data formats, communications protocols, and database architecture.

Contacts:

Email: mug@ssec.wisc.edu

Post: McIDAS Users' Group
Space Science and Engineering Center
1225 West Dayton Street
Madison, WI 53706
USA

Sponsor and Sponsored User Agreement Signatures:

We have read this document and agree to all terms and conditions specified in sections III and IV.

MUG Member Sponsor: _____ Date: _____

Sponsored User: _____ Date: _____