

Exhaust Plume Analyzer Software FastLicense

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Learn more about Exhaust Plume Analyzer or visit www.mitre.org/research/exhaustplume.

Questionnaire

1. Licensee description

- a. Licensee Name: _____

- b. Licensee Email: _____

- c. U.S. Tax Identification Number (if applicable): _____

- d. Licensee type(check all applicable)
 - Airport
 - Airport authority
 - City planner
 - State government
 - Local government
 - University
 - Small business
 - Start-up
 - Not-for-profit
 - Private individual
 - Pilot
 - Other (explain) _____

2. How do you intend to use Exhaust Plume Analyzer?

3. Other comments or additional information.

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FOR EXHAUST PLUME ANALYZER SOFTWARE**

Licensee's name and address:

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11. Waiver and Severability. Any failure of MITRE to enforce, at any time or for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of the right of MITRE to enforce such provisions unless said waiver is in writing, and signed by an authorized representative of MITRE. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12. Non-solicitation of Employees. Licensee shall not solicit for employment any employee of MITRE in any manner associated or familiar with the subject matter of this Agreement or the Exhaust Plume Analyzer

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13. Governing Law. This Agreement and all disputes or claims arising out of or related to this Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Virginia without regard to Virginia conflicts of laws rules and Licensee agrees to submit to the exclusive jurisdiction of the Virginia courts.

14. Entire Agreement. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound to its terms, and further agrees that this is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement as of the Effective Date.

The MITRE Corporation

LICENSEE

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**THE MITRE CORPORATION
SOFTWARE LICENSE AGREEMENT
FOR EXHAUST PLUME ANALYZER SOFTWARE**

Appendix A

EXHAUST PLUME ANALYZER SOFTWARE: End user desktop application to model probability of severe turbulence or aircraft upset in region above a smokestack

Executable Code: Executable code will be provided for Exhaust Plume Analyzer Software.

Documentation: User guide will be provided for Exhaust Plume Analyzer Software. Weather data are also available from NOAA. Documentation includes information on how Licensee can structure NOAA data for use with Exhaust Plume Analyzer Software.