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The United States Government as represented by the National Aeronautics and Space Administration, Goddard Space Flight Center, located at Greenbelt, MD 20771 (hereinafter Goddard), releases the following computer software to Recipient:

Name: MODIS and VIIRS Level 1, Atmosphere and Land standard product generation software

Version: MODIS Collection 5, 6, 6.1 and VIIRS V1 and V2 (hereinafter Subject Software).

Executable and Source Code and a User Guide for the Subject Software are to be released.

The Subject Software was developed under the following NASA Contracts: NAS5-32373, NAS5-02041, NNX14AC92G, NNX17AC75G, NNX11AE86G, and NNX11AN83G for Level 1 products, NAS5-31366, NAS5-02041, NNG04HZ44C, NNX09AG75G, NNX09AR42G, NNX16AB10G, and NNX16AT63G for Aerosol products, NAS5-00119, NAS5-01070, NNG06HX18C, NNX08AD65G, and NNX08AE80G NNX11AF28G for Cloud Properties and Water Vapor products, NAS5-31367, NNG04HZ38C NNG04HZ39C, NNX08AZ17G, NNX08AF78A, NNX14AN48G, NNX11AH62G, NNX15AB95A, NNX14AQ45G, NNX15AB95A, NNX14AQ45G, and NNX08AF78A with the University of Wisconsin for Cloud Mask, Cloud Properties and Atmospheric Stability products, NAS5-96060, NAS5-96062, NAS5-31365, NNG04HZ16C, NNG04HZ17C, NNG04HZ18C, NNX14AQ70A, NNX17AJ63A, NNX14AI68G, NNX11AQ13A, NNX14AQ70A, NNX17AJ63A, NNX11AG42G, NNX12AG40G, NNX11AE77G, NNX14AI68G, NNX14AJ33G, NNX14AI72G, NNX14AI68G, NNX14AP70A, and NNX08AE93A with the University of Maryland for Land Surface Reflectance, Fire, Burn Areas, VCF, Daily PAR and Landcover conversion products, NAS5-31369, NAS5-96060, NNG04HZ09C, NNG04HZ13C, NNG04HZ14C, NNX08AE89A, NNX16AO34H, NNX14AI71G, NNX14AP80A, NNX11AE76G, NNX07AT35H, NNX08AE94A, NNX09AN64H, NNX11AO27G, NNX12AL38G, NNX15AQ10A, NNX11AD58G, NNX15AK60G, NNX14AD57G, NNX14AJ35G, NNX11AE75G, and NNX08AE61A, NNX14AQ18A, NNX12AL37G, NNX11AG46G, and NNX16AP78A with the Boston University and UMass at Boston for LAI/FPAR, BRDF/Albedo and Landcover, Phenology and Day/Night band products, NAS5-31364, NNG04HZ20C, NNX14AI74G, and NNX14AP69A with the University of Arizona for Vegetation Indices, NNG04HZ15C, and NNX11AG43G with the University of California Santa Barbara for Land Surface Temperature product, NAS5-31368 and NNG04HZ19C, NNX08AG87A, NNX11AF18G, NNX13AO04G, NNX14AI69G, with the University of Montana for LAI/FPAR, PSN and NPP products, NNX15AB96A with South Dakota State University for Phenology product, and NAS5-32373 and NAS5-02041, NNX16AD23G, NNX17AJ85A, NNX11AL81G, and NNX11AI48G for Snow and Sea Ice products, and 4200307144 for MAIAC products..

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16. This Agreement constitutes the entire understanding and agreement between the parties hereto relating to release of the Subject Software and may not be superseded, modified or amended except by further written agreement duly executed by the parties.
17. All terms in this Agreement that apply to Recipient also apply to all further Recipients of the Subject Software and Works Based on the Subject Software, except to the extent expressly provided otherwise.
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Accepted by: _____
Name Date

Organization: _____ Email Address: _____

Send signed agreement to: MODIS Configuration Management Fax: 301-794-7035.