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**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.


**Definitions:** For purposes of this Agreement: i) software, as applied to the Subject Software, means a collection of one or more programs or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code); ii) data, as used in this Agreement, means recorded information, regardless of form, the media on which it may be recorded, or the method of recording; iii) technical data is defined as any specific information necessary for the development, production or use of the Subject Software; and, iv) Works Based on the Subject Software means either, (a) alone, any derivative work of the Subject Software, as defined in the United States Copyright Act of 1976, as amended, such as a translation or a modification, or, (b) including both the Subject Software and any derivative works thereof but only when both must be combined in order to use the derivative works.
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(ii) Modify the Subject Software;
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12. Upon request of Goddard, Recipient and all further Recipients will provide Goddard with the complete source code of Works Based on the Subject Software. Copies of corrected, modified, enhanced or derivative versions of the Subject Software shall be sent to the MODIS Science Data Support Team Leader.

13. This Agreement may be terminated unilaterally by either party upon 30 days advance written notice to the other party, except that this Agreement may be terminated immediately without advance written notice in the event of breach of any aspect of this Agreement. Upon termination, the Subject Software provided by Goddard shall be returned. The Agreement's provisions shall remain in effect for any further Recipient having received the Subject Software or Works Based on the Subject Software from the Recipient, until such time as specifically terminated against the Further Recipient by Goddard. Upon termination, the Recipient shall provide a final listing of further Recipients not previously reported to Goddard, with sufficient detail to enable Goddard to identify and contact such Recipients. All liability provisions shall survive any termination by either party.
14. Goddard hereby designates the Goddard Space Flight Center Software Release Authority, Mail Code 504, Greenbelt, MD 20771, telephone number 301-286-5810, as its representative for implementation of this Agreement.

15. This Agreement shall be subject to United States federal law only, for all purposes including, but not limited to, determining the validity of this Agreement, the meaning of its provisions and the rights, obligations and remedies of the parties.

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.

18. By accepting and using the software, the Recipient affirms that he/she has authority to bind the Recipient to all terms and conditions of this Agreement and that the Recipient hereby agrees to all terms and conditions of this Agreement.

Accepted by: ____________________________                 ________________________
Name                                                               Date

Organization: ____________________________   Email Address: ____________________________

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