

**NASA GODDARD SPACE FLIGHT CENTER
SOFTWARE RELEASE AND USAGE AGREEMENT**

This Agreement shall be used only in the event the Subject Software is not provided to Recipient under any other agreement with the United States, such as contract, grant or cooperative agreement. Where Software is provided by the United States under such other agreement(s), this Agreement shall be void, and all matters concerning the Subject Software will be subject only to the conditions of the other agreement(s). This Agreement may not be used in concert with any other agreement.

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 Level 1, Atmosphere and Land standard product generation software

Version: Collection 5 (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 and NAS5-02041 for Level 1 products, NAS5-31366, NAS5-02041 and NNG04HZ44C for Aerosol products, NAS5-00119, NAS5-01070 and NNG06HX18C for Cloud Properties and Water Vapor products, NAS5-31367, NNG04HZ38C and NNG04HZ39C with the University of Wisconsin for Cloud Mask, Cloud Properties and Atmospheric Stability products, NAS5-96060, NAS5-96062, NAS5-31365, NNG04HZ16C, NNG04HZ17C and NNG04HZ18C with the University of Maryland for Land Surface Reflectance Fire and Landcover conversion products, NAS5-31369, NAS5-96060, NNG04HZ09C, NNG04HZ13C and NNG04HZ14C with the Boston University for LAI/FPAR and BRDF/Albedo and Landcover, NAS5-31364 and NNG04HZ20C with the University of Arizona for Vegetation Indices, NNG04HZ15C with the University of California Santa Barbara for Land Surface Temperature, NAS5-31368 and NNG04HZ19C with the University of Montana for LAI/FPAR, PSN and NPP products and NAS5-32373 and NAS5-02041 for Snow and Sea Ice products.

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.

Goddard hereby releases the Subject Software under the authority of Section 203 of the National Aeronautics and Space Act of 1958, as amended.

NOW THEREFORE, in consideration of Goddard's releasing the Subject Software to Recipient and granting Recipient the right to:

- (i) Use the Subject Software;
- (ii) Modify the Subject Software;
- (iii) Create Works Based on the Subject Software; and
- (iv) Distribute copies of Works Based on the Software throughout the world, in any medium;

subject to all of the terms of this Agreement and to any third party intellectual property rights which may be applicable,

the Recipient and all further Recipients agree as follows:

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9. Recipient must meet all of the following conditions with respect to distribution or publication of any Works Based on the Subject Software or any work that contains or is derived from the Subject Software or any part thereof:

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(iv) Recipient must insure that all Subject Software and Works Based on the Subject Software it distributes includes the terms of this Agreement and that any further Recipient agrees to the terms of this Agreement as part of any Recipient distribution. Recipient shall provide a written, semi-annual report to Goddard identifying all further Recipients as required by the Goddard representative designated hereunder.

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(vii) If distribution of executable or object code is made by offering the equivalent ability to copy from a designated place, offering equivalent ability to copy the source code from the same place constitutes distribution of the source code, even though third parties are not compelled to copy the source code along with the object code.

(viii) If Recipient distributes any written or printed material at all with the Work Based on the Subject Software, such material must include either a written copy of this Agreement or a prominent written indication that the Work Based on the Subject Software is covered by this Agreement, and must include written instructions for printing and/or displaying the copy of the Agreement on the distribution medium.

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(x) Recipient and further Recipients may not impose any further restrictions on further redistribution of the Subject Software and any Works Based on the Subject Software exercise of the rights granted herein.

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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.

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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: 301-552-6411.