## NASA OPEN SOURCE AGREEMENT VERSION 1.3

THIS OPEN SOURCE AGREEMENT ("AGREEMENT") DEFINES THE RIGHTS OF USE, REPRODUCTION, DISTRIBUTION, MODIFICATION AND REDISTRIBUTION OF CERTAIN COMPUTER SOFTWARE ORIGINALLY RELEASED BY THE UNITED STATES GOVERNMENT AS REPRESENTED BY THE GOVERNMENT AGENCY LISTED BELOW ("GOVERNMENT AGENCY"). THE UNITED STATES GOVERNMENT, AS REPRESENTED BY GOVERNMENT AGENCY, IS AN INTENDED THIRD-PARTY BENEFICIARY OF ALL SUBSEQUENT DISTRIBUTIONS OR REDISTRIBUTIONS OF THE SUBJECT SOFTWARE. ANYONE WHO USES, REPRODUCES, DISTRIBUTES, MODIFIES OR REDISTRIBUTES THE SUBJECT SOFTWARE, AS DEFINED HEREIN, OR ANY PART THEREOF, IS, BY THAT ACTION, ACCEPTING IN FULL THE RESPONSIBILITIES AND OBLIGATIONS CONTAINED IN THIS AGREEMENT.

Government Agency: NASA Ames Research Center

Government Agency Original Software Designation: **NASA Ames Research Center** Government Agency Original Software Title: **Desktop Exploration of Remote Terrain** (**DERT**)

User Registration Requested. Please Visit http://opensource.arc.nasa.gov/ Government Agency Point of Contact for Original Software: Leslie Keely

## 1. DEFINITIONS

- A. "Contributor" means Government Agency, as the developer of the Original Software, and any entity that makes a Modification.
- B. "Covered Patents" mean patent claims licensable by a Contributor that are necessarily infringed by the use or sale of its Modification alone or when combined with the Subject Software.
- C. "Display" means the showing of a copy of the Subject Software, either directly or by means of an image, or any other device.
- D. "Distribution" means conveyance or transfer of the Subject Software, regardless of means, to another.
- E. "Larger Work" means computer software that combines Subject Software, or portions thereof, with software separate from the Subject Software that is not governed by the terms of this Agreement.
- F. "Modification" means any alteration of, including addition to or deletion from, the substance or structure of either the Original Software or Subject Software, and includes derivative works, as that term is defined in the Copyright Statute, 17 USC 101. However, the act of including Subject Software as part of a Larger Work does not in and of itself constitute a Modification.
- G. "Original Software" means the computer software first released under this Agreement by Government Agency with Government Agency designation NASA Ames Research Center and entitled Desktop Exploration of Remote Terrain (DERT), including source code, object code and accompanying documentation, if any.

- H. "Recipient" means anyone who acquires the Subject Software under this Agreement, including all Contributors.
- I. "Redistribution" means Distribution of the Subject Software after a Modification has been made.
- J. "Reproduction" means the making of a counterpart, image or copy of the Subject Software.
- K. "Sale" means the exchange of the Subject Software for money or equivalent value.
- L. "Subject Software" means the Original Software, Modifications, or any respective parts thereof.
- M. "Use" means the application or employment of the Subject Software for any purpose.

#### 2. GRANT OF RIGHTS

- A. <u>Under Non-Patent Rights</u>: Subject to the terms and conditions of this Agreement, each Contributor, with respect to its own contribution to the Subject Software, hereby grants to each Recipient a non-exclusive, world-wide, royalty-free license to engage in the following activities pertaining to the Subject Software:
  - 1. Use
  - 2. Distribution
  - 3. Reproduction
  - 4. Modification
  - 5. Redistribution
  - 6. Display
- B. <u>Under Patent Rights</u>: Subject to the terms and conditions of this Agreement, each Contributor, with respect to its own contribution to the Subject Software, hereby grants to each Recipient under Covered Patents a non-exclusive, world-wide, royalty-free license to engage in the following activities pertaining to the Subject Software:
  - 1. Use
  - 2. Distribution
  - 3. Reproduction
  - 4. Sale
  - 5. Offer for Sale
- C. The rights granted under Paragraph B. also apply to the combination of a Contributor's Modification and the Subject Software if, at the time the Modification is added by the Contributor, the addition of such Modification causes the combination to be covered by the Covered Patents. It does not apply to any other combinations that include a Modification.

D. The rights granted in Paragraphs A. and B. allow the Recipient to sublicense those same rights. Such sublicense must be under the same terms and conditions of this Agreement.

## 3. OBLIGATIONS OF RECIPIENT

- A. Distribution or Redistribution of the Subject Software must be made under this Agreement except for additions covered under paragraph 3H.
  - 1. Whenever a Recipient distributes or redistributes the Subject Software, a copy of this Agreement must be included with each copy of the Subject Software; and
  - 2. If Recipient distributes or redistributes the Subject Software in any form other than source code, Recipient must also make the source code freely available, and must provide with each copy of the Subject Software information on how to obtain the source code in a reasonable manner on or through a medium customarily used for software exchange.
- B. Each Recipient must ensure that the following notices appears prominently in the Subject Software:

Copyright © 2015 United States Government as represented by the Administrator of the National Aeronautics and Space Administration. No copyright is claimed in the United States under Title 17, U.S.Code. All Other Rights Reserved.

Desktop Exploration of Remote Terrain (DERT) could not have been written without the aid of a number of free, open source libraries. These libraries and their notices are listed below. Find the complete third party license listings in the separate "DERT Third Party Licenses" pdf document.

## **JogAmp Ardor3D Continuation**

Copyright (c) 2008-2012 Ardor Labs, Inc.

#### **JogAmp**

Copyright 2010 JogAmp Community. All rights reserved.

## **JOGL Portions Sun Microsystems**

Copyright (c) 2003-2009 Sun Microsystems, Inc. All Rights Reserved.

## **JOGL Portions Silicon Graphics**

Copyright (c) 1991-2000 Silicon Graphics, Inc.

## Light Weight Java Gaming Library Project (LWJGL)

Copyright (c) 2002-2004 LWJGL Project All rights reserved.

## Tile Rendering Library - Brain Paul

Copyright (c) 1997-2005 Brian Paul. All Rights Reserved.

## OpenKODE, EGL, OpenGL, OpenGL ES1 & ES2

Copyright (c) 2007-2010 The Khronos Group Inc.

## **Typecast - David Schweinsberg**

Copyright (C) 1999-2003 The Apache Software Foundation. All rights reserved.

#### PNGJ - Herman J. Gonzalez and Shawn Hartsock

Copyright (C) 2004 The Apache Software Foundation. All rights reserved.

## Apache Harmony - Open Source Java SE

Copyright 2006, 2010 The Apache Software Foundation.

#### Guava

Copyright (C) 2010 The Guava Authors

#### **GlueGen Portions**

Copyright 2010 JogAmp Community. All rights reserved.

## **GlueGen Portions - Sun Microsystems**

Copyright (c) 2003-2005 Sun Microsystems, Inc. All Rights Reserved.

### **SPICE**

Copyright (2003), California Institute of Technology. U.S. Government sponsorship acknowledged.

#### LibTIFF

Copyright (c) 1988-1997 Sam Leffler

Copyright (c) 1991-1997 Silicon Graphics, Inc.

#### PROJ.4

Copyright (c) 2000, Frank Warmerdam

## Libjpeg

Copyright (C) 1991-2018, Thomas G. Lane, Guido Vollbeding

# 4. DISCLAIMER OF WARRANTIES AND LIABILITIES; WAIVER AND INDEMNIFICATION

A. <u>No Warranty</u>: THE SUBJECT SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT

NOT LIMITED TO, ANY WARRANTY THAT THE SUBJECT SOFTWARE WILL CONFORM TO SPECIFICATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT, ANY WARRANTY THAT THE SUBJECT SOFTWARE WILL BE ERROR FREE, OR ANY WARRANTY THAT DOCUMENTATION, IF PROVIDED, WILL CONFORM TO THE SUBJECT SOFTWARE. THIS AGREEMENT DOES NOT, IN ANY MANNER, CONSTITUTE AN ENDORSEMENT BY GOVERNMENT AGENCY OR ANY PRIOR RECIPIENT OF ANY RESULTS, RESULTING DESIGNS, HARDWARE, SOFTWARE PRODUCTS OR ANY OTHER APPLICATIONS RESULTING FROM USE OF THE SUBJECT SOFTWARE. FURTHER. GOVERNMENT AGENCY DISCLAIMS ALL WARRANTIES AND LIABILITIES REGARDING THIRD-PARTY SOFTWARE, IF PRESENT IN THE ORIGINAL SOFTWARE, AND DISTRIBUTES IT "AS IS."

B. Waiver and Indemnity: RECIPIENT AGREES TO WAIVE ANY AND ALL CLAIMS AGAINST THE UNITED STATES GOVERNMENT. ITS CONTRACTORS AND SUBCONTRACTORS, AS WELL AS ANY PRIOR RECIPIENT. IF RECIPIENT'S USE OF THE SUBJECT SOFTWARE RESULTS IN ANY LIABILITIES, DEMANDS, DAMAGES, EXPENSES OR LOSSES ARISING FROM SUCH USE, INCLUDING ANY DAMAGES FROM PRODUCTS BASED ON, OR RESULTING FROM, RECIPIENT'S USE OF THE SUBJECT SOFTWARE, RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE UNITED STATES GOVERNMENT, ITS CONTRACTORS AND SUBCONTRACTORS, AS WELL AS ANY PRIOR RECIPIENT, TO THE EXTENT PERMITTED BY LAW. RECIPIENT'S SOLE REMEDY FOR ANY SUCH MATTER SHALL BE THE IMMEDIATE, UNILATERAL TERMINATION OF THIS AGREEMENT.

## 5. GENERAL TERMS

A. <u>Termination</u>: This Agreement and the rights granted hereunder will terminate automatically if a Recipient fails to comply with these terms and conditions, and fails to cure such noncompliance within thirty (30) days of becoming aware of such noncompliance. Upon termination, a Recipient agrees to immediately cease use and distribution of the Subject Software. All sublicenses to the Subject Software properly granted by the breaching Recipient shall survive any such termination of this Agreement.

- B. <u>Severability</u>: If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement.
- C. <u>Applicable Law</u>: 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.
- D. <u>Entire Understanding</u>: This Agreement constitutes the entire understanding and agreement of the parties 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.
- E. <u>Binding Authority</u>: By accepting and using the Subject Software under this Agreement, a Recipient affirms its authority to bind the Recipient to all terms and conditions of this Agreement and that that Recipient hereby agrees to all terms and conditions herein.
- F. Point of Contact: Any Recipient contact with Government Agency is to be directed to the designated representative as follows:

  Leslie Keely
  leslie.keely@nasa.gov