# **NASA Open Source Agreement v1.3 (NASA-1.3)**

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Government Agency Original Software Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Government Agency Original Software Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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5. GENERAL TERMS

A. Termination: 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. Severability: 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. Applicable Law: 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. Entire Understanding: 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the entire understanding and agreement of the parties relating to release of the Subject Software and may not be superseded, modified or amended except by further written agreement duly executed by the parties.

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