

February 06, 2013

6350 Nautilus Drive T 303.381.7500

Boulder, Colorado F 303,381,7501

www.unavco.org

80301-5553

support@unavco.org

Re: InSAR Scientific Computing Environment Sublicense

Dear WInSAR Member Representative:

UNAVCO has completed license agreements with Caltech and Stanford that allow us to sublicense the Caltech/Stanford software system "InSAR Scientific Computing Environment" to WInSAR Member institutions. This software is subject to US EAR99 export restrictions.

Provided for your review and acceptance are the documents "Nonexclusive Software License Agreement" and "Program Distribution License Agreement." Please review the documents and indicate your acceptance of the terms contained in the two licenses and of EAR99 export restrictions by signing this letter in the space below. Please return this signed letter to UNAVCO via email: winsar@unavco.org.

M. Meghan Miller President UNAVCO, Inc. Enclosures: "Caltech-UNAVCO Nonexclusive Software License Agreement", "Stanford-UNAVCO Program Distribution License Agreement" ************** As Institutional Representative of ________, a WInSAR Consortium Member institution, I hereby declare to have read and approved the documents "Caltech-UNAVCO Nonexclusive Software License Agreement" and "Stanford-UNAVCO Program Distribution License Agreement" and unconditionally accept that any activity related to the use of ISCE at my institution shall be governed by these rules. Title: _____ Signature: Date:

NONEXCLUSIVE SOFTWARE LICENSE AGREEMENT

This software license agreement ("Agreement") is effective as of July 11, 2011 ("Effective Date") between UNAVCO, Inc., a not-for-profit corporation organized in the state of Colorado (hereinafter called "Licensee") and the California Institute of Technology, a not-for-profit California corporation, located at 1200 E. California Blvd., Pasadena, California 91125 ("Caltech") on behalf of its operating division, the Jet Propulsion Laboratory ("JPL"). All rights not specifically granted in this Agreement are reserved to Caltech. Caltech shall provide Licensee with Caltech-owned source code for the InSAR Scientific Computing Environment, NTR 47557 ("Software"), which is protected under copyright laws and applicable international intellectual property treaties. Caltech may also provide source code for software owned by Stanford University. Such Stanford-owned software is not covered by this Agreement, and may require a separate license from Stanford University. The Software is available to Licensee on the following terms:

- 1. Caltech hereby grants to Licensee a nonexclusive license, with the right to sublicense only to members of the WInSAR Consortium ("WInSAR"), a number of universities and research laboratories, to use, display, perform, publish, and create derivative works from the Software for non-commercial, academic research purposes only. Licensee will make the Software available to members of WInSAR, upon receipt of a signed sublicense agreement, which may be installed by the sublicensee one time only. The Software may be installed only on a computer owned by sublicensee and may only be used by sublicensee's employees or students. Licensee agrees not to distribute the Software to any person without the signed agreement incorporating all the terms and conditions of this Agreement. Licensee is deemed to have prior permission of Caltech by virtue of this Agreement to execute sublicenses on substantially the same terms and conditions. Any other uses of the Software by the Licensee must be approved in writing in advance by Caltech.
- 2. The Software is experimental in nature and is being licensed "as is". This Agreement does not include any technical or other type of support.
- 3. None of the Software provided or output from the Software provided may be used in commercial products or services directly or indirectly unless a license agreement granting the right to use the Software or output in commercial products or services is executed between Caltech and Licensee. Licensee agrees that it will not license, distribute, or sell the Software or any software, information or data that incorporates any part of the Software, including Derivative Works thereof (as defined in the U.S. copyright statutes, 17 USC § 101), to any other parties without having executed the sublicense agreement.
- 4. Licensee and its sublicensees agree to grant Caltech a nonexclusive, non-transferable, royalty-free license to any other software, information or data that incorporate any part of the Software, including Derivative Works for the purpose of research internal to Caltech, as well as any purpose for or on behalf of the United States Government.
- 5. Licensee agrees that any person within the Licensee and its sublicensees utilizing the Software will be advised of, and is subject to, the conditions in the Agreement.
- 6. THE SOFTWARE AND/OR RELATED MATERIALS ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND INCLUDING ANY WARRANTIES OF PERFORMANCE OR NONINFRINGEMENT OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR

PURPOSE (AS SET FORTH IN UCC 2312-2313) OR FOR ANY PURPOSE WHATSOEVER, FOR THE LICENSED PRODUCT, HOWEVER USED.

IN NO EVENT SHALL CALTECH/JPL BE LIABLE FOR ANY DAMAGES AND/OR COSTS, INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER CALTECH/JPL SHALL BE ADVISED, HAVE REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

LICENSEE AND ITS SUBLICENSEES BEAR ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE SOFTWARE AND/OR RELATED MATERIALS, AND AGREE TO INDEMNIFY CALTECH FOR ALL THIRD-PARTY CLAIMS RESULTING FROM THE ACTIONS OF LICENSEE IN THE USE OF THE SOFTWARE.

- 7. All right, title, and interest in and to all data, information, and inventions that result from use of the Software by the Licensee and sublicensees shall vest in and belong to the Licensee and sublicensees as appropriate to the generation of inventions, with the exception of Derivative Works, which shall be owned according to U.S. copyright law. Licensee agrees to provide Caltech with copies of publications that reference the Software, and to acknowledge Caltech in those publications.
- 8. This Agreement shall be governed by the laws of the State of California, and any action brought hereunder shall be within the State of California.
- 9. The licenses granted herein shall expire 10 years from the Effective Date. Upon expiration, the Licensee shall certify destruction of the Software.
- 10. The grant of this license is subject to the requirements necessary to comply with all applicable U.S. export laws (including, but not limited to, 22 CFR §120-130 and 15 CFR §730-774). If Caltech determines that providing the Software to Licensee would violate said export laws, this Agreement shall be void. Licensee agrees to comply with all applicable U.S. export control laws and regulations. To the extent that the Software is subject to U.S. export control laws and regulations, the Licensee has the responsibility to obtain export licenses or other export authority as may be required before exporting such information to foreign countries or providing access to foreign persons.
- 11. This Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements, whether oral or written, between the parties relating hereto. No waiver of or change in any of the terms hereof subsequent to the execution hereof claimed to have been made by any representative of either party shall have any force or effect unless in writing, signed by duly authorized representatives of the parties.
- 12. This Agreement may not be assigned or otherwise transferred without the express written permission of Caltech. For purposes of clarity, a sublicense shall not be considered an assignment or transfer of this Agreement.

Signature page follows

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the Effective Date as executed by their duly authorized representatives. Accepted and Agreed:

JNAVCO. Inc. (Licensce):	California Institute of Technology (Caltech):
Authorized Signature	By:Authorized Signature
rinted Name: 11. 14. 1/10. 1. 1/41	Printed Name: Frederic Farina
itle: / po Cypetil	Title: Chief Innovation Officer
Pate: 7/28/2011	Date: 7/28//)
itle: / po Guilit	Title: Chief Innovation Officer



1705 El Camino Real Palo Alto, CA 94306-1850 Phone (415) 723-0651 • Fax (415) 725-7295

LICENSEE UNAVCO	DEVELOPER	Howard Zebker
EXTENSION/E-MAIL winsar@unavco.org EX	XTENSION/E-MAIL	
Dept/Institution: N/A	Dept/Institution: Elect	rical Engineering_
DATE DELIVERED <u>11/30/11</u>	_Dates for Use Period <u>11</u>	/11 to 1/15
PROGRAM Geodetically Accurate InSAR Pro	cessor	

STANFORD PROGRAM DISTRIBUTION LICENSE AGREEMENT

- 1. This is a legal agreement between the LICENSEE named above ("you" or the "LICENSEE"), and STANFORD UNIVERSITY ("STANFORD"). By distributing the software, including any accompanying information, materials or manuals ("Program"), you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, promptly return the Program to the DEVELOPER.
- 2. STANFORD grants to LICENSEE a royalty-free, non-exclusive, and non-transferable licence to distribute the Program furnished hereunder; LICENSEE will distribute only to RECIPIENTS who have agreed to the terms and conditions set out below.
- 3. LICENSEE may distribute or transfer the Program or derivatives thereof only to academic institutions or U.S. government research laboratories for non-classified use. LICENSEE must maintain a list of all parties receiving the program or software derived from it.
- 4. RECIPIENT acknowledges that the Program is a research tool still in the development stage and that it is being supplied as is, without any accompanying services, support or improvements from the DEVELOPER. STANFORD has an assignment of rights from the Program's inventor Howard Zebker. STANFORD makes no representations and extends no warranties of any kind, either express or implied other than as set out in this Agreement.
- 5. RECIPIENT agrees to use the Program solely for internal non-commercial purposes during the term of this use period.



1705 El Camino Real Palo Alto, CA 94306-1850 Phone (415) 723-0651 • Fax (415) 725-7295

- 6. RECIPIENT will not remove or export any part of the software or Program from the United States of America except in full compliance with all United States of America and other applicable laws and regulations.
- 7. RECIPIENT will use the Program in compliance with all applicable laws, policies and regulations of the United States of America.
- 8. STANFORD shall have no liability for any claim of any kind arising out of or related to the exercise of any rights by RECIPIENT granted under this Agreement or the breach of this Agreement by RECIPIENT.
- 9. Title and copyright to the Program and any associated documentation shall at all times remain with STANFORD, and RECIPIENT agrees to preserve same. RECIPIENT agrees to assign to STANFORD any changes or modifications made to the Program and related materials.
- 10. If RECIPIENT plans to publish any peer reviewed papers, abstracts conference abstracts or similar publications, RECIPIENT agrees to share the preprint with STANFORD and to acknowledge Program and its creators in a manner consistent with academic or industry practice.

Agreed and Accepted:

LICENSEE Signature

STANFORD Signature

2-DEC-11

Date

Agreed and Accepted:



1705 El Camino Real Palo Alto, CA 94306-1850 Phone (415) 723-0651 • Fax (415) 725-7295

LICENSEE UNAVCO	DEVELOPER	Howard Zebker		
EXTENSION/E-MAIL winsar@unavco.org EXTENSION/E-MAIL				
Dept/Institution: N/A	Dept/Institution: Electr	ical Engineering_		
DATE DELIVERED <u>11/30/11</u>	_Dates for Use Period <u>11</u>	/11 to 1/15		
PROGRAM Geodetically Accurate InSAR Processor				

STANFORD PROGRAM DISTRIBUTION LICENSE AGREEMENT

- 1. This is a legal agreement between the LICENSEE named above ("you" or the "LICENSEE"), and STANFORD UNIVERSITY ("STANFORD"). By distributing the software, including any accompanying information, materials or manuals ("Program"), you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, promptly return the Program to the DEVELOPER.
- 2. STANFORD grants to LICENSEE a royalty-free, non-exclusive, and non-transferable licence to distribute the Program furnished hereunder; LICENSEE will distribute only to RECIPIENTS who have agreed to the terms and conditions set out below.
- 3. LICENSEE may distribute or transfer the Program or derivatives thereof only to academic institutions or U.S. government research laboratories for non-classified use. LICENSEE must maintain a list of all parties receiving the program or software derived from it.
- 4. RECIPIENT acknowledges that the Program is a research tool still in the development stage and that it is being supplied as is, without any accompanying services, support or improvements from the DEVELOPER. STANFORD has an assignment of rights from the Program's inventor Howard Zebker. STANFORD makes no representations and extends no warranties of any kind, either express or implied other than as set out in this Agreement.
- 5. RECIPIENT agrees to use the Program solely for internal non-commercial purposes during the term of this use period.



1705 El Camino Real Palo Alto, CA 94306-1850 Phone (415) 723-0651 • Fax (415) 725-7295

- 6. RECIPIENT will not remove or export any part of the software or Program from the United States of America except in full compliance with all United States of America and other applicable laws and regulations.
- 7. RECIPIENT will use the Program in compliance with all applicable laws, policies and regulations of the United States of America.
- 8. STANFORD shall have no liability for any claim of any kind arising out of or related to the exercise of any rights by RECIPIENT granted under this Agreement or the breach of this Agreement by RECIPIENT.
- 9. Title and copyright to the Program and any associated documentation shall at all times remain with STANFORD, and RECIPIENT agrees to preserve same. RECIPIENT agrees to assign to STANFORD any changes or modifications made to the Program and related materials.
- 10. If RECIPIENT plans to publish any peer reviewed papers, abstracts conference abstracts or similar publications, RECIPIENT agrees to share the preprint with STANFORD and to acknowledge Program and its creators in a manner consistent with academic or industry practice.

Agreed and Accepted:

Agreed and Accepted:

LICENSEE Signature

STANFORD Signature

Dato

Date