Licence pour l'utilisation de Morphoses 1.xx pour Windows®

Cette licence d'utilisation est inspirée de celle du logiciel Philcarto (http://philcarto.free.fr/) avec l'accord de Philippe Waniez, auteur de Philcarto.

Veuillez lire attentivement les conditions d'utilisation du logiciel *Morphoses* dénommé ci-après PRODUIT LOGICIEL, et les limitations de responsabilité. Notez que certaines de ces conditions ne sont pas applicables dans certains pays, en fonction de leur propre législation.

Toute utilisation du PRODUIT LOGICIEL implique votre acceptation pleine et entière de l'ensemble des clauses de la licence d'utilisation.

<u>Publication de cartes réalisées avec le PRODUIT LOGICIEL</u>: Vous vous engagez à porter sur toute publication de cartes réalisées avec le PRODUIT LOGICIEL (quel que soit le support, imprimé, vidéo, CD, web, etc.), la mention suivante : « Réalisé avec *Morphoses*: http://morphoses.eu »

<u>Distribution</u>: Vous êtes autorisé à télécharger librement le PRODUIT LOGICIEL pour *Windows* à partir du site Internet suivant : http://www.morphoses.eu/

Cette autorisation est accordée seulement pour la version 1.0. à 1.99 de *Morphoses* et ne s'applique donc pas aux éventuelles futures versions du PRODUIT LOGICIEL.

Vous n'êtes pas autorisé à communiquer des copies du PRODUIT LOGICIEL à d'autres personnes ou institutions sans l'accord préalable demandé par écrit à l'Auteur (http://www.morphoses.eu/contact/). En revanche, il vous est recommandé de transmettre l'adresse de téléchargement du PRODUIT LOGICIEL indiquée ci-dessus à toute personne ou institution souhaitant l'utiliser.

Participation à la mise au point du PRODUIT LOGICIEL: En contrepartie des conditions très avantageuses qui vous sont offertes pour l'utilisation du PRODUIT LOGICIEL, vous vous engagez à signaler toute difficulté d'utilisation ou tout dysfonctionnement par e-mail à l'Auteur (http://www.morphoses.eu/contact/). Ces remarques sont faites à titre gracieux sans qu'aucune rémunération ou indemnité d'aucune sorte puisse être exigée par leurs auteurs. Cette démarche n'engage nullement l'Auteur du PRODUIT LOGICIEL à procéder aux corrections ou améliorations indiquées.

Mentions de droits d'auteur : Vous n'êtes pas autorisé à supprimer ou modifier les mentions de droits d'auteur sur le PRODUIT LOGICIEL.

<u>Services d'assistance</u> : Aucune assistance ne peut être exigée de l'Auteur, de son employeur ou de son fournisseur d'accès pour le téléchargement. Vous pouvez toutefois contacter l'Auteur (qui vous répondra dans les limites de ses disponibilités de temps) par e-mail à l'adresse : http://www.morphoses.eu/contact

Respect des lois applicables : Vous devez respecter toutes les lois applicables en ce qui concerne l'utilisation du PRODUIT LOGICIEL.

<u>Propriété</u>: Tous les droits de propriété et notamment les droits d'auteurs relatifs au PRODUIT LOGICIEL et à toute copie de celui-ci, sont détenus par M. Frédéric ROULIER. Tous les droits de propriété intellectuelle et autres droits relatifs aux contenus auxquels le PRODUIT LOGICIEL peut donner accès, sont détenus par les propriétaires respectifs de ces contenus et peuvent être protégés par la réglementation et les traités internationaux en matière de droit d'auteur ou de propriété intellectuelle.

Exclusion de garantie : L'Auteur, son employeur et son fournisseur d'accès pour le téléchargement excluent expressément toute garantie relative au PRODUIT LOGICIEL. Le PRODUIT LOGICIEL est fourni « en l'état », sans garantie d'aucune sorte, expresse ou implicite, notamment sans aucune garantie implicite de qualité, d'adéquation à un usage particulier ou d'absence de contrefaçon.

Vous assumez l'ensemble des risques découlant de l'utilisation ou des performances du PRODUIT LOGICIEL.

<u>Limitation de responsabilité</u>: Dans toute la mesure permise par la réglementation en vigueur, l'Auteur, son employeur et son fournisseur d'accès pour le téléchargement ne pourront en aucun cas être tenus pour responsables de tout dommage, de quelque nature que ce soit, (notamment et de manière non limitative, toute perte de bénéfices, interruption d'activité, perte d'informations commerciales ou toute autre perte pécuniaire) résultant de l'utilisation ou de l'impossibilité d'utiliser le PRODUIT LOGICIEL ou de la fourniture ou du défaut de fourniture de services d'assistance, même si l'Auteur, son employeur et son fournisseur d'accès pour le téléchargement ont été prévenus de l'éventualité de tels dommages. En tout état de cause, la responsabilité totale de l'Auteur au titre de toute stipulation du présent contrat ne saurait excéder le montant que vous avez effectivement payé pour le PRODUIT LOGICIEL.

License for the use of Morphoses 1.xx for Windows®

This user license is inspired by that of Philcarto software (http://philcarto.free.fr/) with the agreement of Philippe Waniez, author of Philcarto.

(translation Shirley Butcher)

Please read carefully the conditions for use of the Morphoses software package hereafter termed the SOFTWARE PRODUCT, and the limitations of responsibility. Note that some of these conditions are not applicable in certain countries, according to their own legislation.

The use of the SOFTWARE PRODUCT implies your full and complete acceptance of all clauses of the user license.

Publication of maps made with the SOFTWARE PRODUCT:

In any publication of maps made with the SOFTWARE PRODUCT (whatever the medium - print, video, CD, Web, etc.), the following acknowledgement must appear:

"Produced with Morphoses: http://morphoses.eu"

Distribution:

You are authorised to download the SOFTWARE PRODUCT for Windows freely from the following Internet site: http://www.morphoses.eu/

This authorisation is granted only for versions 1.0. to 1.99 of Morphoses do not apply to possible future versions of the SOFTWARE PRODUCT.

You are not authorised to distribute copies of the SOFTWARE PRODUCT to other persons or institutions without obtaining prior agreement in writing from the Author (http://www.morphoses.eu/contact). On the other hand, it is recommended that you communicate the download address indicated above to every person or institution wishing to use the SOFTWARE PRODUCT.

Participation in improvement of the SOFTWARE PRODUCT:

In return for the very advantageous conditions which are offered to you for the use of the SOFTWARE PRODUCT, you undertake to report any difficulty in its use or any misfunction by e-mail to the Author (http://www.morphoses.eu/contact). Such reports are made freely and no payment or compensation of any sort can be demanded by their authors. Such report does not put the Author of the SOFTWARE PRODUCT under any obligation to process the corrections or apply improvements requested.

Mention of author's rights:

You are not authorised to erase or modify the mention of the author's rights to the SOFTWARE PRODUCT.

Provision of assistance:

No assistance can be required from the Author, his employer or his Internet provider for downloading the software. You may however contact the Author (who will respond subject to availability of time) by e-mail at the address: http://www.morphoses.eu/contact

Respect for applicable laws:

You have to respect all the applicable laws regarding the use of the SOFTWARE PRODUCT.

All the rights and notably copyrights related to the SOFTWARE PRODUCT and to any copy thereof, are vested in Mr. Frédéric ROULIER. All the intellectual property rights and other rights relating to the contents of the SOFTWARE PRODUCT, are held by the respective owners of these contents and can be protected by laws and international treaties in copyright or intellectual property rights.

Exclusion from guarantee:

The Author, his employer and the Internet provider do not provide any guarantee relating to the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is supplied "as is", without guarantee of any kind, expressed or implied, notably without any implicit guarantee of quality, suitability for a particular application or absence of forgery.

You assume all the risks ensuing from the use or performance of the SOFTWARE PRODUCT.

<u>Limitation of responsibility:</u>
To the full extent of regulation provided by law, the Author, his employer and Internet provider will not under any circumstances be held liable for any damage, of whatever nature (notably and not limited to, any loss of profits, interruption of activity, loss of commercial information or any other pecuniary loss) resulting from the use or from the inability to use the SOFTWARE PRODUCT or the supply or lack of supply of assistance, even if the Author, his employer and the Internet provider were warned of the possibility of such damage. In any event, the total responsibility of the Author as stipulated in the present contract would not exceed the amount which you effectively paid for the SOFTWARE PRODUCT.

License for the use of Mapwindow 4.8.8 for Windows®

MapWindow GIS is Free and Open Source Software

The Mozilla Public License 1.1 applies to all MapWindow GIS source code. This license was developed by Netscape Communications and is recommended by the Open Source Initiative (http://www.opensource.org/).

So what does this license mean? We interpret it as meaning that you have the right to use our source code and binaries in any way that you see fit - commercial, public, educational, etc. However you must 1) not hold us accountable if anything goes wrong; and 2) if you make any changes or improvements to the source code, you should provide those changes or improvements back to the open source community by posting it to our SVN repository. Any code that you right outside of our source code is of course yours to license as you see fit.

1. Definitions.

- 1.0.1. "Commercial Use" means distribution or otherwise making the Covered Code available to a third party.
- 1.1. "Contributor" means each entity that creates or contributes to the creation of Modifications.
- **1.2. "Contributor Version"** means the combination of the Original Code, prior Modifications used by a Contributor, and the Modifications made by that particular Contributor.
- **1.3. "Covered Code"** means the Original Code or Modifications or the combination of the Original Code and Modifications, in each case including portions thereof.
- **1.4. "Electronic Distribution Mechanism"** means a mechanism generally accepted in the software development community for the electronic transfer of data.
- 1.5. "Executable" means Covered Code in any form other than Source Code.
- **1.6. "Initial Developer"** means the individual or entity identified as the Initial Developer in the Source Code notice required by **Exhibit A**.
- 1.7. "Larger Work" means a work which combines Covered Code or portions thereof with code not governed by the terms of this License.
- 1.8. "License" means this document.
- **1.8.1. "Licensable"** means having the right to grant, to the maximum extent possible, whether at the time of the initial grant or subsequently acquired, any and all of the rights conveyed herein.
- **1.9. "Modifications"** means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is:
 - A. Any addition to or deletion from the contents of a file containing Original Code or previous Modifications.
 - **B.** Any new file that contains any part of the Original Code or previous Modifications.
- **1.10. "Original Code"** means Source Code of computer software code which is described in the Source Code notice required by **Exhibit A** as Original Code, and which, at the time of its release under this License is not already Covered Code governed by this License.
- **1.10.1. "Patent Claims"** means any patent claim(s), now owned or hereafter acquired, including without limitation, method, process, and apparatus claims, in any patent Licensable by grantor.

- **1.11. "Source Code"** means the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable, or source code differential comparisons against either the Original Code or another well known, available Covered Code of the Contributor's choice. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.
- **1.12. "You" (or "Your")** means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Section 6.1. For legal entities, "You" includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.

2. Source Code License.

2.1. The Initial Developer Grant.

The Initial Developer hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims:

- (a) under intellectual property rights (other than patent or trademark) Licensable by Initial Developer to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, and/or as part of a Larger Work; and
- (b) under Patents Claims infringed by the making, using or selling of Original Code, to make, have made, use, practice, sell, and offer for sale, and/or otherwise dispose of the Original Code (or portions thereof).
- (c)the licenses granted in this Section 2.1(a) and (b) are effective on the date Initial Developer first distributes Original Code under the terms of this License.
- (d)Notwithstanding Section 2.1(b) above, no patent license is granted: 1) for code that You delete from the Original Code; 2) separate from the Original Code; or 3) for infringements caused by: i) the modification of the Original Code or ii) the combination of the Original Code with other software or devices.

2.2. Contributor Grant.

Subject to third party intellectual property claims, each Contributor hereby grants You a world-wide, royalty-free, non-exclusive license

- (a) under intellectual property rights (other than patent or trademark) Licensable by Contributor, to use, reproduce, modify, display, perform, sublicense and distribute the Modifications created by such Contributor (or portions thereof) either on an unmodified basis, with other Modifications, as Covered Code and/or as part of a Larger Work; and
- (b) under Patent Claims infringed by the making, using, or selling of Modifications made by that Contributor either alone and/or incombination with its Contributor Version (or portions of such combination), to make, use, sell, offer for sale, have made, and/or otherwise dispose of: 1) Modifications made by that Contributor (or portions thereof); and 2) the combination of Modifications made by that Contributor with its Contributor Version (or portions of such combination).
- (c) the licenses granted in Sections 2.2(a) and 2.2(b) are effective on the date Contributor first makes Commercial Use of the Covered Code.
- (d) Notwithstanding Section 2.2(b) above, no patent license is granted: 1) for any code that Contributor has deleted from the Contributor Version; 2) separate from the Contributor Version; 3) for infringements caused by: i) third party modifications of Contributor Version or ii) the combination of Modifications made by that Contributor with other software (except as part of the Contributor Version) or other devices; or 4) under Patent Claims infringed by Covered Code in the absence of Modifications made by that Contributor.

3. Distribution Obligations.

3.1. Application of License.

The Modifications which You create or to which You contribute are governed by the terms of this License, including without

limitation Section **2.2**. The Source Code version of Covered Code may be distributed only under the terms of this License or a future version of this License released under Section **6.1**, and You must include a copy of this License with every copy of the Source Code You distribute. You may not offer or impose any terms on any Source Code version that alters or restricts the applicable version of this License or the recipients' rights hereunder. However, You may include an additional document offering the additional rights described in Section **3.5**.

3.2. Availability of Source Code.

Any Modification which You create or to which You contribute must be made available in Source Code form under the terms of this License either on the same media as an Executable version or via an accepted Electronic Distribution Mechanism to anyone to whom you made an Executable version available; and if made available via Electronic Distribution Mechanism, must remain available for at least twelve (12) months after the date it initially became available, or at least six (6) months after a subsequent version of that particular Modification has been made available to such recipients. You are responsible for ensuring that the Source Code version remains available even if the Electronic Distribution Mechanism is maintained by a third party.

3.3. Description of Modifications.

You must cause all Covered Code to which You contribute to contain a file documenting the changes You made to create that Covered Code and the date of any change. You must include a prominent statement that the Modification is derived, directly or indirectly, from Original Code provided by the Initial Developer and including the name of the Initial Developer in (a) the Source Code, and (b) in any notice in an Executable version or related documentation in which You describe the origin or ownership of the Covered Code.

3.4. Intellectual Property Matters

(a) Third Party Claims.

If Contributor has knowledge that a license under a third party's intellectual property rights is required to exercise the rights granted by such Contributor under Sections 2.1 or 2.2, Contributor must include a text file with the Source Code distribution titled "LEGAL" which describes the claim and the party making the claim in sufficient detail that a recipient will know whom to contact. If Contributor obtains such knowledge after the Modification is made available as described in Section 3.2, Contributor shall promptly modify the LEGAL file in all copies Contributor makes available thereafter and shall take other steps (such as notifying appropriate mailing lists or newsgroups) reasonably calculated to inform those who received the Covered Code that new knowledge has been obtained.

(b) Contributor APIs.

If Contributor's Modifications include an application programming interface and Contributor has knowledge of patent licenses which are reasonably necessary to implement that API, Contributor must also include this information in the LEGAL file.

(c) Representations.

Contributor represents that, except as disclosed pursuant to Section 3.4(a) above, Contributor believes that Contributor's Modifications are Contributor's original creation(s) and/or Contributor has sufficient rights to grant the rights conveyed by this License.

3.5. Required Notices.

You must duplicate the notice in **Exhibit A** in each file of the Source Code. If it is not possible to put such notice in a particular Source Code file due to its structure, then You must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If You created one or more Modification(s) You may add your name as a Contributor to the notice described in **Exhibit A**. You must also duplicate this License in any documentation for the Source Code where You describe recipients' rights or ownership rights relating to Covered Code. You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations to one or more recipients of Covered Code. However, You may do so only on Your own behalf, and not on behalf of the Initial Developer or any Contributor. You must make it absolutely clear than any such warranty, support, indemnity or liability obligation is offered by You alone, and You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of warranty, support, indemnity or liability terms You offer.

3.6. Distribution of Executable Versions.

You may distribute Covered Code in Executable form only if the requirements of Section 3.1-3.5 have been met for that Covered Code, and if You include a notice stating that the Source Code version of the Covered Code is available under the terms of this License, including a description of how and where You have fulfilled the obligations of Section 3.2. The notice must be conspicuously included in any notice in an Executable version, related documentation or collateral in which You describe recipients' rights relating to the Covered Code. You may distribute the Executable version of Covered Code

or ownership rights under a license of Your choice, which may contain terms different from this License, provided that You are in compliance with the terms of this License and that the license for the Executable version does not attempt to limit or alter the recipient's rights in the Source Code versionfrom the rights set forth in this License. If You distribute the Executable version under a different license You must make it absolutely clear that any terms which differ from this License are offered by You alone, not by the Initial Developer or any Contributor. You hereby agree to indemnify the Initial Developer and every Contributor for any liability incurred by the Initial Developer or such Contributor as a result of any such terms You offer.

3.7. Larger Works.

You may create a Larger Work by combining Covered Code with other code not governed by the terms of this License and distribute the Larger Work as a single product. In such a case, You must make sure the requirements of this License are fulfilled for the Covered Code.

4. Inability to Comply Due to Statute or Regulation.

If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Covered Code due to statute, judicial order, or regulation then You must: (a) comply with the terms of this License to the maximum extent possible; and (b) describe the limitations and the code theyaffect. Such description must be included in the LEGAL file described in Section 3.4 and must be included with all distributions of the Source Code. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

5. Application of this License.

This License applies to code to which the Initial Developer has attached the notice in **Exhibit A** and to related Covered Code.

6. Versions of the License.

6.1. New Versions.

Netscape Communications Corporation ("Netscape") may publish revised and/or new versions of the License from time to time. Each version will be given a distinguishing version number.

6.2. Effect of New Versions.

Once Covered Code has been published under a particular version of the License, You may always continue to use it under the terms of that version. You may also choose to use such Covered Code under the terms of any subsequent version of the License published by Netscape. No one other than Netscape has the right to modify the terms applicable to Covered Code created under this License.

6.3. Derivative Works.

If You create or use a modified version of this License (which you may only do in order to apply it to code which is not already Covered Code governed by this License), You must (a) rename Your license so that the phrases "Mozilla", "MOZILLAPL", "MOZPL", "Netscape", "MPL", "NPL" or any confusingly similar phrase do not appear in your license (except to note that your license differs from this License) and (b) otherwise make it clear that Your version of the license contains terms which differ from the Mozilla Public License and Netscape Public License. (FillinOriginal Code or Contributor in the notice described in **Exhibit A** shall not of themselves be deemed to be modifications of this License.)

7. DISCLAIMER OF WARRANTY.

COVERED CODE IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE COVERED CODE IS FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGING. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE COVERED CODE IS WITH YOU. SHOULD ANY COVERED CODE PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE INITIAL DEVELOPER OR ANY OTHER CONTRIBUTOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY COVERED CODE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. TERMINATION.

8.1. This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses to the Covered Code which are

properly granted shall survive any termination of this License. Provisions which, by their nature, must remain in effect beyond the termination of this License shall survive.

- **8.2.** If You initiate litigation by asserting a patent infringement claim (excluding declatory judgment actions) against Initial Developer or a Contributor (the Initial Developer or Contributor against whom You file such action is referred to as "Participant") alleging that:
- (a) such Participant's Contributor Version directly or indirectly infringes any patent, then any and all rights granted by such Participant to You under Sections 2.1 and/or 2.2 of this License shall, upon 60 days notice from Participant terminate prospectively, unless if within 60 days after receipt of notice You either: (i) agree in writing to pay Participant a mutually agreeable reasonable royalty for Your past and future use of Modifications made by such Participant, or (ii) withdraw Your litigation claim with respect to the Contributor Version against such Participant. If within 60 days of notice, a reasonable royalty and payment arrangement are not mutually agreed upon in writing by the parties or the litigation claim is not withdrawn, the rights granted by Participant to You under Sections 2.1 and/or 2.2 automatically terminate at the expiration of the 60 day notice period specified above.
- (b) any software, hardware, or device, other than such Participant's Contributor Version, directly or indirectly infringes any patent, then any rights granted to You by such Participant under Sections 2.1(b) and 2.2(b) are revoked effective as of the date You first made, used, sold, distributed, or had made, Modifications made by that Participant.
- **8.3.** If You assert a patent infringement claim against Participant alleging that such Participant's Contributor Version directly or indirectly infringes any patent where such claim is resolved (such as by license or settlement) prior to the initiation of patent infringement litigation, then the reasonable value of the licenses granted by such Participant under Sections 2.1 or 2.2 shall be taken into account in determining the amount or value of any payment or license.
- **8.4.** In the event of termination under Sections 8.1 or 8.2 above, all end user license agreements (excluding distributors and resellers) which have been validly granted by You or any distributor hereunder prior to termination shall survive termination

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL YOU, THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. U.S. GOVERNMENT END USERS.

The Covered Code is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire Covered Code with only those rights set forth herein.

11. MISCELLANEOUS.

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

12. RESPONSIBILITY FOR CLAIMS.

As between Initial Developer and the Contributors, each party is responsible for claims and damages arising, directly or indirectly, out of its utilization of rights under this License and You agree to work with Initial Developer and Contributors to distribute such responsibility on an equitable basis. Nothing herein is intended or shall be deemed to constitute any admission of liability.

13. MULTIPLE-LICENSED CODE.

Initial Developer may designate portions of the Covered Code as Multiple-Licensed. Multiple-Licensed means that the Initial Developer permits you to utilize portions of the Covered Code under Your choice of the NPL or the alternative licenses, if any, specified by the Initial Developer in the file described in Exhibit A.

EXHIBIT A -Mozilla Public License.

"The contents of this file are subject to the Mozilla Public License Version 1.1 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at http://www.mozilla.org/MPL/

Software distributed under the License is distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specificlanguage governing rights and limitations under the License.

The Original Code is MapWindow OSS 4.0.

The Initial Developer of the Original Code is Daniel P. Ames. Portions created by Utah State University and the
Idaho National Engineering and Environmental Lab were released as public domain in March 2004.

Contributor	(s)	:	