NONEXCLUSIVE
SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is effective upon the latest date of the signature by the Parties ("Effective Date") between the NATIONAL INSTITUTE FOR SPACE RESEARCH (INPE), a corporation located at Avenida dos Astronautas n°1.758, São José dos Campos, SP, CEP 12.227-010, Brazil (hereinafter called "Licensee") and the CALIFORNIA INSTITUTE OF TECHNOLOGY, a not-for-profit California corporation, located at 1200 E. California Blvd., MC 6-32, Pasadena, CA 91125, U.S.A ("Caltech"), and its operating division, the Jet Propulsion Laboratory ("JPL") (the "Parties"). All rights not specifically granted in this Agreement are reserved to Caltech.

ARTICLE 1
DEFINITIONS

1.1 **"Affiliate"** means any corporation, limited liability company, or other legal entity which directly or indirectly controls, is controlled by, or is under common control with Licensee as of the Effective Date of this Agreement. For the purpose of this Agreement, "control" shall mean the direct or indirect ownership of greater than fifty percent (>50%) of the outstanding shares on a fully diluted basis or other voting rights of the subject entity to elect directors, or if not meeting the preceding, any entity owned or controlled by or owning or controlling at the maximum control or ownership right permitted in the country where such entity exists. In addition, a party's status as an Affiliate of Licensee shall terminate if and when such control ceases to exist.

1.2 **"Caltech IP"** means, collectively, the Copyrights, Patent Rights, the Technology, and the Software.

1.3 **"Copyrights"** means Caltech's copyrights pertaining to the Software.

1.4 **"Derivative Works"** has the meaning specified in 17 U.S.C. § 101. In particular, Licensee and Caltech agree that Derivative Works includes, but is not limited to, any bug-fixes, modifications, and extensions of the Software.

1.5 **"Executable Code"** means computer software programs, not readily perceivable by humans, and suitable for machine execution without the intervening steps of interpretation or compilation.

1.6 **"Patent Rights"** means Caltech's rights under: (a) all patents and patent applications listed in Exhibit A attached hereto; (b) any patents issuing therefrom; and (c) any patents or patent applications claiming a right of priority thereto including reissues, reexaminations, renewals, extensions, divisionals, continuations, continued prosecution applications, continuations-in-part (only to the extent that the claims in such continuations-in-part are fully supported under 35 U.S.C. §112 by another patent or patent application in the Software), and foreign counterparts of any of the foregoing.

1.7 **"Software"** means all files, and the contents thereof, included in the description given in Exhibit A. "Software" includes computer software programs and manuals or other supporting documentation. In cases where Exhibit A includes Source Code, "Software" also includes the output of compilers or linkers that operate on the Source Code.

1.8 **"Source Code"** means computer software programs readily perceivable by humans or not suitable for machine execution without the intervening steps of interpretation or compilation.

1.9 **"Technology"** means any technology existing as of the Effective Date, including but not limited to proprietary information, know-how, procedures, methods, prototypes, designs, technical data, and reports, that is requested by Licensee and consented to by Caltech, and that is disclosed in the patents and patent applications in the Patent Rights.

1.10 **"Valid Claim"** means:

(a) a claim of an issued patent within the licensed Patent Rights that has not:

(i) expired or been canceled,

(ii) been finally adjudicated to be invalid or unenforceable by a decision of a court or other appropriate body of competent jurisdiction (and from which no appeal is or can be taken),

(iii) been admitted to be invalid or unenforceable through reissue, disclaimer or otherwise, or

(iv) been abandoned in accordance with, or as permitted by, the terms of this Agreement or by mutual written agreement; or

(b) a claim included in a pending patent application within the licensed Patent Rights, which claim is being actively prosecuted in accordance with this Agreement and which has not been:

(i)   canceled,

(ii)   withdrawn from consideration,

(iii)   finally determined to be unallowable by the applicable governmental authority (and from which no appeal is or can be taken), or

(iv)   abandoned in accordance with, or as permitted by, the terms of this Agreement or by mutual written agreement.

ARTICLE 2
LICENSE GRANT

2.1   **Grant of Rights**. Caltech hereby grants to Licensee a nonexclusive, non-transferable license, royalty-free, without the right to sublicense, to use the Software Executable Code for business, educational, and research purposes of Licensee and Affiliates, and to:

(a)   prepare Derivative Works based on the Software;

(b)   compile and execute the Software or Derivative Works for use internal to Licensee;

(c)   reproduce the Software or Derivative Works for internal distribution within Licensee.

2.2   **Restrictions**. Licensee agrees to the following restrictions:

(a)   Licensee may utilize the Software Executable Code solely for the business, educational, and research purposes of Licensee and Affiliates. Any other uses are not permitted.

(b)   Licensee must not redistribute the Software or Derivative works, in whole or in part, to any third party. Licensee may not install any copies of Software on computers that are not owned or leased by Licensee.

(c)   The Software shall not become subject to application for patent or registration of copyright by Licensee.

(d)   This Agreement does not grant to Licensee the right to sell data generated by or output from the Software or Derivative Works, and Licensee is prohibited from selling such data. Licensee must contact Caltech to obtain such additional rights.

The licenses granted herein are nontransferable and not assignable by Licensee to any party without the express written consent of Caltech.

2.3 **Reservation of Rights**. Caltech retains ownership of all IP Rights.

2.4 **Derivative Works Grant-Back**. Licensee agrees to grant Caltech a fully paid-up, royalty-free, nonexclusive license for educational and research purposes to any Derivative Works of Software that are owned or controlled by Licensee.

2.5 **No Other Rights Granted**. The parties agree that neither this Agreement, nor any action of the parties related hereto, may be interpreted as conferring by implication, estoppel or otherwise, any license or rights under any intellectual property rights of Caltech other than as expressly and specifically set forth in this Agreement, regardless of whether such other intellectual property rights are dominant or subordinate to the Copyrights or the Patent Rights.

ARTICLE 3
INITIAL COPY

3.1 If Licensee does not already have a copy of the Software, Caltech shall provide to Licensee a copy of the Software by means agreeable to both parties, which may include physical media or secure electronic transfer. Caltech shall provide to Licensee the most current version of Software at the time of Agreement execution.

3.2 This Agreement is contingent on Caltech's ability to comply with all applicable U.S. export control laws. If Caltech determines that it is unable to transfer the Software to Licensee due to export restrictions, this Agreement shall be void.

ARTICLE 4
RESERVED

(This section does not apply to this particular license)

ARTICLE 5
CONSIDERATION

5.1 **License Issue Fee**. Caltech agrees to waive the License Issue Fee for this Agreement for the Term of the Agreement only. Licensee acknowledges that consideration will be required for future licenses to GPS related software.

ARTICLE 6

RESERVED

(This section does not apply to this particular license)

ARTICLE 7

OPEN SOURCE SOFTWARE NOTICE

7.1   Third party open source code may have been incorporated into the Software. Copyright and terms of use for this third-party source code are described in Exhibit B, the terms and conditions of which are hereby incorporated by reference into this Agreement, and Licensee agrees to such terms and conditions.

ARTICLE 8

MARKING

8.1   Licensee shall mark, in at least one conspicuous location, a notice that the copyrights to Software and related materials are owned by Caltech. All marking should include: © 1996-2017 California Institute of Technology, Pasadena, California.   ALL RIGHTS RESERVED. Based on Government Sponsored Research NAS7-03001 and NNN12AA01C.

ARTICLE 9

DISCLAIMER

9.1   The software is experimental in nature and is being licensed and provided "as is." This license does not include any technical support. Caltech makes no warranties, representation or undertaking with respect to the utility, efficacy, safety, or appropriateness of using the software.

Caltech represents and warrants that it has the right to license the ip rights to licensee and that software is protected by united states copyright and/or patent laws and applicable international treaties and/or conventions.

Except for the warranty provided in the preceeding sentence, the software is provided without warranty of any kind, including any warranties of performance or merchantability or fitness for a particular use or purpose or for any purpose whatsoever, however used.

In no event shall caltech 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 shall be advised, have reason to know, or in fact shall know of the possibility.

Licensee bears all risk relating to quality and performance of the software.

Caltech shall not be liable for any use of the software or related know-how, and licensee hereby agrees to defend, indemnify and hold caltech and its employes harmless from any loss, claim, damage or liability, or whatever kind of nature, which may arise from the agreement, or the use by licensee of the software or related know-how hereunder.

ARTICLE 10
TERM AND TERMINATION

10.1 **Term**. This Agreement shall commence on the Effective Date and continue for a period of five (5) years ("Term"). At the end of the Term or if earlier terminated, the Agreement shall terminate pursuant to the relevant sections of this Article 10 ("Termination").

10.2 **Termination for Breach**. If either party materially breaches this Agreement, the other party may elect to give the breaching party written notice describing the alleged breach. If the breaching party has not cured such breach within thirty (30) days after receipt of such notice, the notifying party will be entitled, in addition to any other rights it may have under this Agreement, to terminate this Agreement effective immediately. Material breach of this Agreement shall include, but is not limited to, failure to mark Software or Derivative Works with the appropriate copyright notices or removal of existing copyright notices.

10.3 **Destruction of Software**. Upon any termination of this Agreement, Licensee shall destroy and certify the destruction of all copies of Software and Derivative Works under the control of Licensee or its Affiliates and employees shall be advised that any further use reproduction, or distribution of the Software would constitute infringement of applicable Valid Claims or unexpired Copyrights.

10.4 **Accrued Liabilities**. Termination of this Agreement for any reason shall not release any Party hereto from any liability which, at the time of such termination, has already

accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either party from pursing any rights and remedies it may have hereunder or at law or in equity which accrued or are based upon any event occurring prior to such termination.

10.5 **Bankruptcy or Insolvency**. This Agreement shall terminate, without notice, (i) upon Licensee's insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Licensee's debts, (ii) upon Licensee making an assignment for the benefit of creditors, (iii) upon the insolvency of the Licensee, or (iv) upon Licensee's dissolution or ceasing to do business. Licensee must inform Caltech of its intention to file a voluntary petition of bankruptcy, or of another's intention to file an involuntary petition of bankruptcy, at least thirty (30) days prior to filing such a petition. Licensee's filing without conforming to this requirement shall be deemed a material, pre-petition incurable breach of this Agreement which will cause this Agreement to terminate without notice upon such filing.

10.6 **Survival**. The following shall survive any expiration or termination (in whole or in part) of this Agreement: (a) any provision plainly indicating that it should survive; (b) any fee due and payable on account of activity prior to the termination; and (c) Sections or Articles 9 (Disclaimer), 11 (Confidentiality), 12 (Dispute Resolution), and 14.7 (Governing Law).

ARTICLE 11
CONFIDENTIALITY

11.1 **Nondisclosure and Nonuse**. Each party agrees not to disclose any of the terms of this Agreement to any third party without the prior written consent of the other party. Software is confidential information of Caltech. Licensee may not disclose any portion of the Software or Derivative Works to any third party.

11.2 **Permitted Disclosures**. Notwithstanding the foregoing, each party may disclose: (a) confidential information as required by securities or other applicable laws or pursuant to governmental proceedings, provided that the disclosing party gives advance written notice to the other party and reasonably cooperates therewith in limiting the disclosure to only those third parties having a need to know; and (b) the fact that Licensee has been granted a license under the Caltech IP Rights.

ARTICLE 12
DISPUTE RESOLUTION

12.1   No issue of the validity of any of the licensed patents, enforceability of any of the licensed patents, infringement of any of the licensed patents, the scope of any of the claims of the licensed patents, and/or any dispute that includes any such issue, shall be subject to mediation under this Agreement unless otherwise agreed by the Parties in writing. In addition, no dispute between the Parties as to any matter relating to this Agreement shall be subject to arbitration unless otherwise agreed by the Parties in writing.

12.2   Except for those issues and/or disputes described in Section 10.2, any dispute between the Parties concerning the interpretation, construction or application of any terms, covenants or conditions of this Agreement shall be resolved by mediation.

12.3   Mediation shall be in the Los Angeles office of ADR Services, Inc. (http://www.adrservices.org/) before an attorney or a retired judge with experience in intellectual property or patent matters, and contract, commercial or business disputes, selected by the Parties from candidates proposed by ADR Services, Inc. in accordance with the ADR Mediation Rules and Procedures in force at the time the mediation is initiated.

12.4   The requirement for mediation shall not be deemed a waiver of any right of termination under this Agreement.

12.5   Each party shall bear its own expenses incurred in connection with any attempt to resolve disputes hereunder, but the compensation and expenses of the mediator shall be borne equally.

ARTICLE 13

EXPORT REGULATION

13.1   This Agreement is subject in all respects to the laws and regulations of the United States of America, including the Export Administration Act of 1979, as amended, and any regulations thereunder. Software Executable Code is classified as ECCN 7D994. Licensee or its Affiliates will not in any form export, re-export, resell, ship, divert, or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, any product or technical data or software of the other party, or the direct product of such technical data or software, to any country for which the United States Government or any agency thereof requires an export license

or other governmental approval without first obtaining such license or approval.

ARTICLE 14
MISCELLANEOUS

14.1 **Notices**. All notices, requests, demands and other communications hereunder shall be in English and shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents with confirmation of receipt; or (c) sent to the Parties at their respective addresses indicated herein by registered or certified mail, return receipt requested and postage prepaid, or by private overnight mail courier services with confirmation of receipt. The respective addresses to be used for all such notices, demands or requests are as follows:

(a) If to CALTECH, to:

California Institute of Technology
1200 East California Boulevard
Mail Code 6-32
Pasadena, CA 91125
ATTN: Chief Innovation Officer

Phone No.: (626) 395-3066
Fax No.: (626) 356-2486
Email: innovation@caltech.edu

Or to such other person or address as Caltech shall furnish to Licensee in writing.

(b) If to LICENSEE, to:

National Institute for Space Research (INPE)
Avenida dos Astronautas n°1.758
São José dos Campos, SP
CEP 12.227-010, Brazil
ATTN: Marcelo Banik de Padua

Phone No.: +55 12 3208-7852
Fax No.: +55 12 3208-7898
Email: marcelo.banik@inpe.br

If personally delivered, such communication shall be deemed delivered upon actual receipt by the "attention" addressee or a person authorized to accept for such addressee; if transmitted by facsimile pursuant to this Section 14.1, such communication shall be deemed delivered the next business day after transmission, provided that sender has a transmission confirmation sheet indicating successful receipt at the receiving facsimile machine; if sent by overnight courier pursuant to this Section 14.1, such communication shall be deemed delivered upon receipt by the "attention" addressee or a person authorized to accept for such addressee; and if sent by mail pursuant to this Section 14.1, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service. If the Licensee fails or refuses to accept delivery by courier or mail at the address most recently provided under this Section 14.1, communication shall be deemed delivered as of the date of such failure or refusal. Any party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section 14.1.

14.2 **Entire Agreement.** This Agreement sets forth the complete agreement of the Parties concerning the subject matter hereof. No claimed oral agreement in respect thereto shall be considered as any part hereof. No amendment or change in any of the terms hereof subsequent to the execution hereof shall have any force or effect unless agreed to in writing by duly authorized representatives of the Parties.

14.3 **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing. No waiver shall be deemed to be, or shall constitute, a waiver of a breach of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.

14.4 **Severability.** Each provision contained in this Agreement is declared to constitute a separate and distinct covenant and provision and to be severable from all other separate, distinct covenants and provisions. It is agreed that should any clause, condition or term, or any part thereof, contained in this Agreement be unenforceable or prohibited by law or by any present or future legislation then: (a) such clause, condition, term or part thereof, shall be amended, and is hereby amended, so as to be in compliance with the legislation or law; but (b) if such clause, condition or term, or part thereof, cannot be amended so as to be in compliance with the legislation or law, then such clause, condition, term or part thereof shall be severed from this Agreement and all the rest of the clauses, terms and conditions or parts thereof contained in this Agreement shall remain unimpaired.

14.5 **Construction**. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Unless expressly noted, the term "include" (including all variations thereof) shall be construed as merely exemplary rather than as a term of limitation.

14.6 **Counterparts/Facsimiles**. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original. Facsimile and scanned signatures shall be deemed original.

14.7 **Governing Law**. This Agreement, the legal relations between the Parties and any action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, excluding any conflict of law or choice of law rules that may direct the application of the laws of another jurisdiction, and be brought in the state or federal courts in Los Angeles, California.

14.8 **No Endorsement**. Licensee agrees that it shall not make any form of representation or statement which would constitute an express or implied endorsement by Caltech or the Jet Propulsion Laboratory (JPL) of any of Licensee's products, and that it shall not authorize others to do so, without first having obtained written approval from Caltech, except as may be required by governmental law, rule or regulation.

14.9 **Transferability**. This Agreement shall be binding upon and inure to the benefit of any successor or assignee of Caltech. This Agreement is not transferable by Licensee without the prior written consent of Caltech, and any attempted transfer shall be void.

14.10 **Force Majeure**. Neither party shall lose any rights hereunder or be liable to the other party for damages or losses (except for payment obligations) on account of failure of performance by the defaulting party if the failure is occasioned by war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or intentional conduct or misconduct of the nonperforming party, and such party has exerted all reasonable efforts to avoid or remedy such force majeure; provided, however, that in no event shall a party be required to settle any labor dispute or disturbance.

ARTICLE 15

SUPPORT, MAINTENANCE AND UPGRADES

15.1   No technical support or training by Caltech is provided as part of this Agreement. Training and support may be arranged under a separate agreement with the Jet Propulsion Laboratory through the National Aeronautics & Space Administration (NASA).

15.2   Caltech is not obligated by this Agreement to further develop the Software. Caltech may choose to further develop the Software, which may result in modifications or newer versions of the Software becoming available after delivery of the initial copy to Licensee. Providing such modifications or newer versions become available, Licensee is entitled to download such modifications and newer versions at no additional charge for one (1) year from the Effective Date of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed:

CALIFORNIA INSTITUTE OF
TECHNOLOGY (Caltech)

MAY 1 9 2017

Date: _____

By: _____

Name: Frederic Farina

Title: Chief Innovation Officer

Date: _____

NATIONAL   INSTITUTE   FOR   SPACE
RESEARCH (Licensee)

By: _____

Name: Ricardo M. O. Galvão

Title: Director

EXHIBIT A

SOFTWARE AND PATENT RIGHTS
Executable Code

Caltech ID #s	Serial #s	Title
CIT 2371 CIT 2371-D NTR 19636	5,963,167 6,295,021	GIPSY OASIS II: An Improved Analyzing System for Global Positioning System and General Satellite Tracking

EXHIBIT B

THIRD PARTY SOFTWARE TERMS OF USE

Licensee agrees to comply with the following copyright and licensing terms for the third party source code that may have been incorporated in the Software:

a. For Boost (adopted from http://www.boost.org/users/license.html):

Boost Software License - Version 1.0 - August 17th, 2003
Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Boost Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Boost Software, and to permit third-parties to whom the Boost Software is furnished to do so, all subject to the following: The copyright notices in the Boost Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Boost Software, in whole or in part, and all derivative works of the Boost Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor. THE BOOST SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE BOOST SOFTWARE OR THE USE OR OTHER DEALINGS IN THE BOOST SOFTWARE.

b. For HDF5 (adopted from https://support.hdfgroup.org/ftp/HDF5/releases/hdf5-1.10/hdf5-1.10.0/src/unpacked/COPYING):

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--- HDF5 (Hierarchical Data Format 5) Software Library and Utilities Copyright 2006-2016 by The HDF Group.

NCSA HDF5 (Hierarchical Data Format 5) Software Library and Utilities Copyright 1998-2006 by the Board of Trustees of the University of Illinois.

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2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions, and the following disclaimer in the documentation and/or materials provided with the distribution.

3. In addition, redistributions of modified forms of the source or binary code must carry prominent notices stating that the original code was changed and the date of the change.

4. All publications or advertising materials mentioning features or use of this software are asked, but not required, to acknowledge that it was developed by The HDF Group and by the National Center for Supercomputing Applications at the University of Illinois at Urbana-Champaign and credit the contributors.

5. Neither the name of The HDF Group, the name of the University, nor the name of any Contributor may be used to endorse or promote products derived from this software without specific prior written permission from The HDF Group, the University, or the Contributor, respectively.

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--Contributors: National Center for Supercomputing Applications (NCSA) at the University of Illinois, Fortner Software, Unidata Program Center (netCDF), The Independent JPEG Group (JPEG), Jean-loup Gailly and Mark Adler (gzip), and Digital Equipment Corporation (DEC).

-- Portions of HDF5 were developed with support from the Lawrence Berkeley National Laboratory (LBNL) and the United States Department of Energy under Prime Contract No. DE-AC02-05CH11231.

-- Portions of HDF5 were developed with support from the University of California, Lawrence Livermore National Laboratory (UC LLNL). The following statement applies to those portions of the product and must be retained in any redistribution of source code, binaries, documentation, and/or accompanying materials: This work was partially produced at the University of California, Lawrence Livermore National Laboratory (UC LLNL) under contract no. W-7405-ENG-48 (Contract 48) between the U.S. Department of Energy (DOE) and The Regents of the University of California (University) for the operation of UC LLNL.

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