

INSITU INC. TUNGSTEN SOFTWARE DEVELOPMENT KIT
LICENSE AGREEMENT

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS TUNGSTEN SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT, ("Agreement") CAREFULLY BEFORE CONTINUING WITH THE PROGRAM INSTALL, COPYING OR USING THIS SOFTWARE.

Insitu, Inc. ("Insitu") is a Washington corporation and a wholly-owned subsidiary of The Boeing Company. This Agreement is a legal agreement between "You" (either an individual or a single-entity user, hereinafter "You" or "Your") and Insitu for the Tungsten Software Development Kit, which may include associated software components, media, data, printed materials, and "online" or electronic documentation, (hereafter "Tungsten SDK"). You and Insitu may be referred to collectively herein as "Parties" or in the singular as "Party."

This Agreement is based upon Your relationship with Insitu as an Insitu Registered Developer as set forth in the "Insitu Registered Developer Agreement" and Your acceptance of Insitu's Software Development Kit terms and conditions as set forth in the "Insitu Software Development Kit License Agreement". If You are not an Insitu Registered Developer and/or do not have an effective Insitu Software Development Kit Agreement, then You are prohibited from possessing, installing, or using the Tungsten SDK. By signing the Agreement, or by installing, copying, or otherwise using the Tungsten SDK, You affirm that You are an Insitu Registered Developer in good standing, that You have an effective Insitu SDK Agreement, and that You agree to be bound by the terms of this Agreement. If You do not agree to the terms of the Agreement, do not install, copy, or use the Tungsten SDK.

The Tungsten SDK is protected by U.S. copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. TUNGSTEN SDK LICENSE FROM INSITU. Subject to the terms of this Agreement, Insitu grants You a limited, non-assignable and non-exclusive license for You, as a single user, to use, reproduce, modify, integrate with, and test the Tungsten SDK within Your software development environments or with Your own software application(s) that You may create. You agree that Insitu owns all legal right, title and interest in and to the Tungsten SDK, including any Intellectual Property Rights that subsist in the Tungsten SDK. "Intellectual Property Rights" means any and all right, title and interest under applicable patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. Insitu reserves all rights not expressly granted to You. You may not use the Tungsten SDK for any purpose not expressly permitted by this Agreement. Except to the extent required by applicable third party license, You may not: (a) modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of Tungsten SDK or any part of the Tungsten SDK; or (b) load any part of the Tungsten SDK onto any other hardware device except for software backup, or for software development and testing purposes. This is not a distribution agreement and You are not licensed to distribute any software or device incorporating any part of the Tungsten SDK without an "Insitu Software Distribution Agreement". You agree that You will not take any actions, or allow any other person to take actions that may cause or result in the fragmentation of the Tungsten SDK. You acknowledge and agree that the form and nature of the Tungsten SDK that Insitu provides may change without prior notice to You and that future

versions of the Tungsten SDK ("Updates") may be incompatible with applications developed on previous versions of the Tungsten SDK. Nothing in this Agreement gives You a right to use any of Insitu's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. You agree that You will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Tungsten SDK.

2. OWNERSHIP. Insitu retains all rights, title, and interest in and to the Tungsten SDK and any Updates Insitu may make available to You. You agree to cooperate with Insitu to maintain Insitu's ownership of the Tungsten SDK, and You agree to promptly provide notice to any claims relating to the Tungsten SDK. The Parties agree that Insitu shall not acquire any ownership interest in or to any of Your applications.

3. THIRD PARTY APPLICATIONS. If You use the Tungsten SDK to interface with or to run applications or hardware developed by You or by a third party or that access data, content or resources provided by a third party, You agree that Insitu is not responsible for those applications, hardware, data, content, or resources. You understand that all applications, hardware, data, content or resources which You may access through such third party applications are the sole responsibility of the person or source from which they originated and that Insitu is not liable for any loss or damage that You may experience as a result of the use or access of any of those third party applications, data, content, or resources.

4. USING THE TUNGSTEN SDK. As a condition of using the Tungsten SDK, You agree that (a) You will only use the Tungsten SDK for the purposes and in a manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations, including but not limited to export control laws and regulations, (b) You will not use the Tungsten SDK for any unlawful or illegal activity, (c) Your application will be developed in compliance with the documentation provided with the Tungsten SDK, (d) to the best of Your knowledge and belief, Your application does not and will not violate, misappropriate, or infringe any copyright, patent, trademark, trade secret, rights of privacy, or other proprietary or legal right of Insitu or of any third party. If You use the Tungsten SDK to create functionality that retrieves data from Insitu or an Insitu supplier, You acknowledge that the data may be protected by intellectual property rights which are owned by Insitu or those Insitu suppliers that provide the data (or by other persons or companies on their behalf). Your use of such data may be subject to additional Terms of Service. You may not, rent, lease, loan, sell, or distribute the Tungsten SDK.

5. CONFIDENTIALITY.

5.1 Information Deemed Insitu Proprietary. You agree that all pre-release versions of the Tungsten SDK (including pre-release Documentation) will be deemed "Insitu Proprietary Information". Notwithstanding the foregoing, Insitu Proprietary Information will not include: (i) information that is generally and legitimately available to the public through no fault or breach of Yours, (ii) information that is generally made available to the public by Insitu, (iii) information that is independently developed by You without the use of any Insitu Proprietary Information, (iv) information that was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or (v) any third party software and/or documentation provided to You by Insitu and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation.

5.2 Obligations Regarding Insitu Proprietary Information. You agree to protect Insitu Proprietary Information using at least the same degree of care that You use to protect Your own proprietary information of similar importance, but no less than a reasonable degree of care. You agree to use Insitu Proprietary Information solely for the purpose of exercising Your rights and performing Your obligations under this Agreement, and agree not to use Insitu Proprietary Information for any other purpose, for Your own or any third party's benefit, without Insitu's prior written consent. You further agree not to disclose or disseminate Insitu Proprietary Information to anyone other than: (i) those of Your employees and contractors, or those of Your faculty and staff if You are an educational institution, who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Insitu Proprietary Information; or (ii) except as otherwise agreed or permitted in writing by Insitu. You may disclose Insitu Proprietary Information to the extent required by law, provided that You take reasonable steps to notify Insitu of such requirement before disclosing the Insitu Proprietary Information and to obtain protective treatment of the Insitu Proprietary Information. You acknowledge that damages for improper disclosure of Insitu Proprietary Information may be irreparable; therefore, Insitu is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

5.3 Information Submitted to Insitu Not Deemed Confidential. Insitu works with many application and software developers and some of their products may be similar to or compete with Your applications. Insitu may also be developing its own similar or competing applications and products or may decide to do so in the future. To avoid potential misunderstandings, Insitu cannot agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that You may provide in connection with this Agreement, including information about Your application (such disclosures will be referred to as "Licensee Disclosures"). You agree that it is Your responsibility to assure that any such Licensee Disclosures will be non-proprietary. You hereby release Insitu from all liability and all obligations that may arise from the receipt, review, use, or disclosure of any portion of any Licensee Disclosures. Unless otherwise agreed to in writing, any Licensee Disclosures You submit to Insitu will become Insitu property and Insitu will have no obligation to return those materials to You or to certify their destruction. Requests for Licensee Disclosure(s) exceptions should be sent to Contracts@Insitu.com.

5.4 Press Releases and Other Publicity. You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the Parties without Insitu's express prior written approval, which may be withheld at Insitu's discretion.

6. INDEMNIFICATION. To the maximum extent permitted by law, You or Your employer, employees, independent contractors and agents agree to indemnify, defend and hold harmless Insitu, its directors, its subsidiaries and affiliates, its licensors, officers, employees, independent contractors and agents (each an "Insitu Indemnified Party") from and against any and all claims, actions, suits or proceedings, losses, liabilities, damages, expenses and costs (including reasonable attorney fees) arising out of or occurring from; (a) Your use of the Tungsten SDK, (b) any applications You develop that include, integrate with, depend upon, or utilize the Tungsten SDK that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or violates their rights of privacy, and (c) any non-compliance by You with the Agreement.

You acknowledge and agree that the Tungsten SDK You may use in the development of Your applications in which errors or inaccuracies in the software, content, data, or services provided by Insitu or by You could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by law, You hereby agree to indemnify, defend and hold harmless each Insitu Indemnified Party from any losses incurred by such Insitu Indemnified Party by reason of any such use.

In no event may You enter into any settlement or like agreement with a third party that affects Insitu's rights or binds Insitu in any way, without the prior written consent of Insitu.

7. TERM AND TERMINATION. The term of this Agreement shall commence upon Your installation or use of this Tungsten SDK and will terminate automatically without notice from Insitu upon the first to occur of: (a) Your installation or use of a subsequent version of the Tungsten SDK released by Insitu; or (b) upon suspension or termination of the Insitu Registered Developer relationship.

Insitu may at any time, terminate this Agreement with You if: (a) You have breached any provisions of this Agreement; or (b) Insitu is required to do so by law; or (c) the partner with whom Insitu offered certain parts of the Tungsten SDK (such as APIs or data services) has terminated its relationship with Insitu or ceased to offer certain parts, functionality, or services; or (d) Insitu decides to no longer provide the Tungsten SDK or certain parts of the Tungsten SDK, or (e) the provision of the Tungsten SDK or certain Tungsten SDK services provided to You by Insitu is, in Insitu's sole discretion, no longer commercially viable. Upon termination of this Agreement for any reason, You agree to immediately cease all use of the Tungsten SDK and erase and destroy all copies, full or partial, of the Tungsten SDK and all copies of Insitu Proprietary Information in Your and Your authorized user's possession or control. At Insitu's request, You agree to provide written certification of such destruction to Insitu. Sections 2, 4, 5, 6, 8, 9, and 10 will survive any termination of this Agreement. Insitu will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Insitu may have, now or in the future.

8. NO WARRANTY. The Tungsten SDK may contain inaccuracies or errors that could cause failures or loss of data, loss of service and may be incomplete. Insitu may, through the Insitu Software, provide or make available services (collectively the "Services"). Insitu and its licensors reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Insitu be liable for the removal of or disabling of access to any such Services. Insitu may impose limits on the use of or access to certain Services, in any case and without notice or liability. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE TUNGSTEN SDK AND SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE TUNGSTEN SDK AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND INSITU AND INSITU'S LICENSORS (COLLECTIVELY REFERRED TO AS "INSITU" FOR THE PURPOSES OF SECTIONS 8 AND 9) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE TUNGSTEN SDK AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INTERFERENCE WITH YOUR USE OF THE TUNGSTEN SDK, THAT THE TUNGSTEN SDK WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE TUNGSTEN SDK OR SERVICES WILL BE

UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE TUNGSTEN SDK OR SERVICES WILL BE CORRECTED, OR THAT THE TUNGSTEN SDK OR SERVICES WILL BE COMPATIBLE WITH FUTURE INSITU PRODUCTS OR SOFTWARE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INSITU OR AN INSITU AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY. SHOULD THE TUNGSTEN SDK OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Location and mapping data provided by any Services is for referential purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Insitu nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the services. The use of mapping data for the purposes of flying an aircraft is expressly prohibited.

9. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL INSITU OR ANY OF ITS LICENSORS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF 'AUTHORIZED USERS' (YOUR) USE OF OR INABILITY TO USE THE TUNGSTEN SDK, EVEN IF INSITU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY AND ALL PHYSICAL RISKS FOR YOUR USE OF THE TUNGSTEN SDK, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES, INJURIES, OR EVEN DEATH INCURRED IN THE USE THEREIN. IN NO EVENT SHALL INSITU OR ANY OF ITS LICENSORS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) ARISING OUT OF AN UNAUTHORIZED USE OF THE TUNGSTEN SDK. IN NO EVENT WILL INSITU BE LIABLE FOR LOSS OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT), OR OTHER DAMAGES BASED IN CONTRACT, TORT OR OTHERWISE. INSITU SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONTENT OF THE TUNGSTEN SDK OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ERRORS OR OMISSIONS CONTAINED THEREIN, LIBEL, INFRINGEMENTS OF RIGHTS OF PUBLICITY, PRIVACY, TRADEMARK RIGHTS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, MORAL RIGHTS OR THE DISCLOSURE OF CONFIDENTIAL INFORMATION.

10. GENERAL TERMS.

10.1 Assignment. This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You, by operation of law, merger, or any other means without Insitu's express prior written consent and any attempted assignment without such consent will be null and void.

10.2 Relationship of Parties. This Agreement will not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between You and Insitu. You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

10.3 Independent Development. Nothing in this Agreement will impair Insitu's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Your applications or any other products or technologies that You may develop, produce, market, or distribute.

10.4 Notices. Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Insitu when sent to You at the email address You provided as part of Your Insitu Registered Developer sign-up process. Notices to Insitu will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, or (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Insitu address: Tungsten SDK Licensing,

Insitu Inc., 118 E Columbia River Way, Bingen, WA 98605, USA. You consent to receive notices by email and agree that any such notices that Insitu sends You electronically will satisfy any legal communication requirements. Either Party may change its email or mailing address by giving the other written notice as described above.

10.5 Severability. If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with sections 1 or 4 of this Agreement or prevents the enforceability of either of those sections, this Agreement will immediately terminate and You must immediately discontinue any use of the Tungsten SDK as described in section 7 of this Agreement.

10.6 Waiver and Construction. Failure by Insitu to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

10.7 Export Control. You acknowledge that the Tungsten SDK is subject to U.S. export laws and regulations, and that the Tungsten SDK may only be used, exported or re-exported from the United States in accordance with United States export laws. You also acknowledge that any diversion contrary to United States law is prohibited, and also agree to comply with all applicable non-U.S. export/import control laws that apply to the Tungsten SDK. This includes end-user, end-use, and destination restrictions issued by the U.S. Government and other governments. You also agree not to export, re-export, import, transfer, or release the Tungsten SDK as follows:

- (a) Into (or to a national resident of) any country to which the U.S. maintains embargoes or other restrictions,
- (b) To any person on the U.S. Treasury Department's list of Specially Designated nationals or,
- (c) To any person or entity on the US Commerce Department's Denied Persons List, Entity List or Unverified List or, Table of Deny Orders or,
- (d) To any person or entity subject to a General Order 3 to Part 736 of the U.S. Commerce Department's Export Administration Regulations or,
- (e) The U.S. Department of State's Parties Subject to Nonproliferation Sanctions List or,
- (f) To any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations or,
- (g) To any user prohibited by General Prohibitions 4-10 of the EAR (see 736.2(b)(4-10)), to include: engaging in actions prohibited by a denial order; exporting or re-exporting to prohibited end-uses or end-users; exporting or re-exporting to embargoed destinations; supporting proliferation activities.

10.8 Government End Users. The Tungsten SDK and Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United

States.

10.9 **Dispute Resolution; Governing Law.** Any litigation or other dispute resolution between You and Insitu arising out of or relating to this Agreement, the Tungsten SDK, or Your relationship with Insitu will take place in the Western District of Washington, and You and Insitu hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Washington, except that body of Washington law concerning conflicts of law. Notwithstanding the foregoing sentence, if You (as an entity entering into this Agreement) are a U.S. public and accredited educational institution, then this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your educational institution is domiciled, except that body of state law concerning conflicts of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10.10 **Entire Agreement; Governing Language.** Except for the Registered Development Agreement and the Insitu Software Development Kit License Agreement, this Agreement constitutes the entire agreement between the Parties with respect to the use of the Tungsten SDK licensed hereunder and supersedes all prior understandings regarding such subject matter. This Agreement may be modified only: (a) by a written amendment signed by both Parties, or (b) to the extent expressly permitted by this Agreement (for example, by Insitu by written or email notice to You). Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. If You are located in the province of Quebec, Canada, the following clause applies: The Parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les Parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

11. THIRD-PARTY LICENSE TERMS.

11.1 LibJPEG.

Tungsten is based in part on the work of the Independent JPEG Group.

11.2 OpenJPEG

The copyright in this software is being made available under the 2-clauses BSD License, included below. This software may be subject to other third party and contributor rights, including patent rights, and no such rights are granted under this license.

Copyright © 2002-2014, Communications and Remote Sensing Laboratory, Université catholique de Louvain (UCL), Belgium

Copyright © 2002-2014, Professor Benoit Macq

Copyright © 2003-2014, Antonin Descampe

Copyright © 2003-2009, Francois-Olivier Devaux

Copyright © 2005, Herve Drolon, FreeImage Team

Copyright © 2002-2003, Yannick Verschueren

Copyright © 2001-2003, David Janssens

Copyright © 2011-2012, Centre National d'Etudes Spatiales (CNES), France

Copyright © 2012, CS Systemes d'Information, France

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

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

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS `AS IS' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11.3 Xerces-C++ XML Parser

<http://www.apache.org/licenses/LICENSE-2.0.html>

This product includes software developed by The Apache Software Foundation (<http://www.apache.org>).

Portions of this software were originally based on the following: Software Copyright (c) 1999, IBM Corporation., <http://www.ibm.com>.

11.4 Intel Integrated Performance Primitives

Tungsten is based in part on the Intel Integrated Performance Primitives.

11.5 Intel Math Kernel Library

Tungsten is based in part on the Intel Math Kernel Library.

11.6 Qt

Tungsten uses the community version of Qt under the GNU Lesser General Public License (LGPL) 2.1. The Qt package is distributed with Tungsten and is available from the same download location as Tungsten.

11.7 GEOTRANS

The GEOTRANS source code ("the software") is provided free of charge by the National Geospatial-Intelligence Agency (NGA) of the United States Department of Defense. Although NGA makes no copyright claim under Title 17 U.S.C., NGA claims copyrights in the source code under other legal regimes. NGA hereby grants to each user of the software a license to use and distribute the software, and develop derivative works.

TacitView was developed using GEOTRANS, a product of the National Geospatial-Intelligence Agency (NGA) and U.S. Army Engineering Research and Development Center.

Warranty Disclaimer: The software was developed to meet only the internal requirements of the National Geospatial-Intelligence Agency (NGA). The software is provided "as is," and no warranty, express or implied, including but not limited to the implied warranties of merchantability and fitness for particular purpose or arising by statute or otherwise in law or from a course of dealing or usage in trade, is made by NGA as to the accuracy and functioning of the software.

NGA and its personnel are not required to provide technical support or general assistance with respect to public use of the software. Government customers may contact NGA.

Neither NGA nor its personnel will be liable for any claims, losses, or damages arising from or connected with the use of the software. The

user agrees to hold harmless the United States National Geospatial-Intelligence Agency (NGA). The user's sole and exclusive remedy is to stop using the software.

Please be advised that pursuant to the United States Code, 10 U.S.C. 425, the name of the National Geospatial-Intelligence Agency, the initials "NGA", the seal of the National Geospatial-Intelligence Agency, or any colorable imitation thereof shall not be used to imply approval, endorsement, or authorization of a product without prior written permission from United States Secretary of Defense. Do not create the impression that NGA, the Secretary of Defense or the Director of National Intelligence has endorsed any product derived from GEOTRANS.

Do not use the name GEOTRANS for any derived work.

11.8 FreeImage

This software uses the FreeImage open source image library. See <http://freeimage.sourceforge.net> for details. FreeImage is used under the FreeImage Public License - Version 1.0.
FreeImage Public License - Version 1.0

1. Definitions.

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.

1.9. "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.

1.11. "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 a list of 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" 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 fifty percent (50%) or more 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) to use, reproduce, modify, display, perform, sublicense and distribute the Original Code (or portions thereof) with or without Modifications, or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Initial Developer, to make, have made, use and sell ("Utilize") the Original Code (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Original Code (or portions thereof) and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

2.2. Contributor Grant.

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

(a) 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 or as part of a Larger Work; and

(b) under patents now or hereafter owned or controlled by Contributor, to Utilize the Contributor Version (or portions thereof), but solely to the extent that any such patent is reasonably necessary to enable You to Utilize the Contributor Version (or portions thereof), and not to any greater extent that may be necessary to Utilize further Modifications or combinations.

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 You have knowledge that a party claims an intellectual property right in particular functionality or code (or its utilization under this License), you 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 you obtain such knowledge after You make Your Modification available as described in Section 3.2, You shall promptly modify the LEGAL file in all copies You make 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 Your Modification is an application programming interface and You own or control patents which are reasonably necessary to implement that API, you must also include this information in the LEGAL file.

3.5. Required Notices.

You must duplicate the notice in Exhibit A in each file of the Source Code, and this License in any documentation for the Source Code, where You describe recipients' rights relating to Covered Code. If You created one or more Modification(s), You may add your name as a Contributor to the notice described in Exhibit A. 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 file) where a user would be likely to look for such a notice. 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 that 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 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 version from 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 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 they affect. 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.

Floris van den Berg 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 Floris van den Berg

No one other than Floris van den Berg 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 "FreeImage", "FreeImage Public License", "FIPL", or any confusingly similar phrase do not appear anywhere in your license and (b) otherwise make it clear that your version of the license contains terms which differ from the FreeImage Public License. (Filling in the name of the Initial Developer, Original 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-INFRINGEMENT. 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.

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.

9. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE INITIAL DEVELOPER, ANY OTHER CONTRIBUTOR, OR ANY DISTRIBUTOR OF COVERED CODE, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO YOU OR ANY OTHER 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 THAT 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 Dutch 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 Netherlands: (a) unless otherwise agreed in writing, all disputes relating to this License (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in Almelo, The Netherlands; and (c) any litigation relating to this Agreement shall be subject to the jurisdiction of the court of Almelo, The Netherlands with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys fees and expenses. 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.

Except in cases where another Contributor has failed to comply with Section 3.4, You are responsible for damages arising, directly or indirectly, out of Your utilization of rights under this License, based on the number of copies of Covered Code you made available, the revenues you received from utilizing such rights, and other relevant factors. You agree to work with affected parties to distribute responsibility on an equitable basis.

EXHIBIT A.

"The contents of this file are subject to the FreeImage Public License Version 1.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://home.wxs.nl/~flvdberg/freeimage-license.txt> 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 specific language governing rights and limitations under the License.

11.9 LibTIFF

Copyright (c) 1988-1997 Sam Leffler

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

Permission to use, copy, modify, distribute, and sell this software and its documentation for any purpose is hereby granted without fee, provided that (i) the above copyright notices and this permission notice appear in all copies of the software and related documentation, and (ii) the names of Sam Leffler and Silicon Graphics may not be used in any advertising or publicity relating to the software without the specific, prior written permission of Sam Leffler and Silicon Graphics. THE SOFTWARE IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SAM LEFFLER OR SILICON GRAPHICS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

11.10 VXL

Copyright 2000-2013 VXL Contributors

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. Neither the names of the copyright holders nor the names of their contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Revised 4.5.2017