MODO (with MODTRAN®)

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11. U.S. Government and Spectral Sciences Not Parties; Third Party Beneficiaries. Although the U.S. Government and Spectral Sciences are not a party to this Agreement and Licensee cannot enforce ReSe's obligations hereunder against the U.S. Government or Spectral Sciences Inc., Licensee agrees that the U.S. Government and Spectral Sciences Inc are third party beneficiaries of the provisions that protect their interest in the Software and that they shall be entitled to enforce such provisions against Licensee. In case of such enforcement by the Government, Section Swiss OR, Abschnitt 2, Sect. C, $211-215, hereof shall be inapplicable and U.S. federal law shall control. In case of such enforcement by SSI, Swiss OR, Abschnitt 2, Sect. C, $211-215 hereof shall be inapplicable and the law of the Commonwealth of Massachusetts without reference to its choice of law provisions shall control.

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IN WITNESS WHEREOF, the Licensee has executed this Agreement by online registration at https://www.rese-apps.com/software/modo/modo-registration.html or in written to ReSe Applications LLC and payment of the Software fee.

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Type of License

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Description of Software

The MODO software includes a full executable installation of the MODTRAN® software, including its inherent components and databases. MODO with MODTRAN contains GUI tools for eased interfacing with MODTRAN® which are created by ReSe and which are not related to the Licensors. The MODTRAN® software calculates atmospheric transmittance, radiation and scattering for user defined paths and wavelengths. It has served as the U.S. Air Force and DoD standard moderate spectral resolution radiative transport model for wavelengths extending from the thermal infrared (IR) through the visible and into the ultraviolet (0.2 to 10,000.0 μm). The MODTRAN® 1 cm-1 statistical band model was developed collaboratively by Spectral Sciences, Inc. and the USAF Research Laboratory. New model features include (1) finer spectral resolution via the Spectrally Enhanced Resolution MODTRAN® (SERTRAN) molecular band model, (2) a fully coupled treatment of auxiliary molecular species, and (3) a rapid, high fidelity multiple scattering (MS) option. The finer spectral resolution improves model accuracy especially in the mid- and long-wave IR atmospheric windows; the auxiliary species option permits the addition of any or all of the suite of HITRAN molecular line species, along with default and user-defined profile specification; and the MS option makes feasible the calculation of Vis-nearIR databases that include high-fidelity scattered radiances. Validation calculations with the new band model algorithms against line-by-line (LBL) codes have proven successful. MODTRAN® includes flux and atmosphere-scattered solar calculations, essential components in the analysis of near- IR and visible spectral region data that are not readily generated by LBL models.

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