This reciprocal open source license agreement (the "License") governs use of the accompanying software. If you use the software, you accept this License. If you do not accept the License, do not use the software.

1. DEFINITIONS

(A) The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under U.S. copyright law.

- (B) A "contribution" is the original software, or any additions or changes to the software.
- (C) A "contributor" is any person that distributes its contribution under this license.
- (D) "Licensed Patents" are a contributor's patent claims that read directly on its contribution.

2. GRANT OF RIGHTS

(A) Copyright Grant – Subject to the terms of this License, including the License Conditions and Limitations in §3 and General Provisions in §4, each contributor grants you a non-exclusive, worldwide, royalty-free copyright license to reproduce its contribution, prepare derivative works of its contribution, and distribute its contribution or any derivative works that you create.
(B) Patent Grant – Subject to the terms of this License, including the License Conditions and Limitations in §3 and General Provisions in §4, each contributor grants you a non-exclusive, worldwide, royalty-free license under its licensed patents to make, have made, use, sell, offer for sale, import, and/or otherwise dispose of its contribution in the software or derivative works of the contribution in the software.

3. CONDITIONS AND LIMITATIONS

- (A) Reciprocal Grants For any file you distribute that contains code from the software (in source code or binary format), you must provide recipients the source code to that file along with a copy of this License, which License will govern that file. You may license other files that are entirely your own work and do not contain code from the software under any terms you choose.
- (B) No Trademark License This License does not grant you rights to use any contributor's name, logo or trademarks.
- (C) If you bring a patent claim against any contributor over patents that you claim are infringed by the software, your patent license from such contributor to the software ends automatically.
- (D) If you distribute any portion of the software, you must retain all copyright, patent, trademark and attribution notices that are present in the software.
- (E) If you distribute any portion of the software in source code form, you may do so only under this License by including a complete copy of this License with your distribution. If you distribute any portion of the software in compiled or object code form, you may only do so under a license that complies with this License.
- (F) The software is licensed "as-is". You bear the risk of using it. The contributors give no express warranties, guarantees, or conditions. You may have additional consumer rights under your local laws which this License cannot change. To the extent permitted under your local laws, the contributors exclude the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

- (G) Costs Your use of the software is at your sole cost and expense, and contributors shall not be liable for paying any amounts therefore.
- (H) Negative Depiction You shall not use the software in a manner that negatively or unfavorably depicts, or otherwise defames, slanders, disparages, or casts aspersions on the original contributor ("Colorado Parks and Wildlife" or "CPW") the public CPW serves, or the activities CPW manages and promotes.
- (I) Offensive Publication You shall not use or permit use of the software in any manner that is scurrilous, lewd, obscene, pornographic, or otherwise offensive to public morals and sensibilities.

4. GENERAL PROVISIONS

(A) Indemnification

You shall defend, indemnify, save, and hold harmless CPW, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any of your acts or omissions, or your employees, agents, subcontractors, or assignees pursuant to the terms of this License; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended. All indemnification obligations shall survive termination, expiration, or revocation of this License.

(B) Jurisdiction and Venue

All suits or actions related to this License by or against CPW shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

(C) Relationship

The relationship between the parties is that of licensor and licensee, and it is not the purpose or intention of this License or of the parties to create a partnership, joint venture, principalagent, or other relationship for any purpose whatsoever. Neither the licensor nor licensee is authorized to or has the power to obligate or bind the other party in any manner whatsoever except as may be expressly provided in this License.