

Non-Commercial License Terms for the use of the “NaSt3DGPF” - software

by

Institute for Numerical Simulation, University of Bonn,
Endenicher Allee 19b, 53115 Bonn
Germany

1. Definitions

(1) “Software” defines the NaSt3DGPF – software tool developed by Institute for Numerical Simulation as provided by Institute for Numerical Simulation after Licensee’s acceptance of this agreement. NaSt3DGPF contains the following functionalities:

- Two-phase flow using a level-set approach in complex geometries.
- Surface tension forces using a continuum surface force method.

(2) “INS” refers to the Institute for Numerical Simulation, University of Bonn, Endenicher Allee 19b, 53115 Bonn, as Licensor and as the Institute responsible for the development of the Software.

(4) “Licensee” refers to the legal entity / individual entering into this agreement and defined as follows:

Name :

Company :

Adress :

Country :

2. Subject of this agreement

(1) The Software is provided in source code form (including documentation).

(2) The undersigned agreement shall be sent to the following address:

Babette Weisskopf
Institute for Numerical Simulation, University of Bonn,
Endenicher Allee 19b , 53115 Bonn
Germany

or via telefax to:

+49 228 73 69847

or as a scanned version via e-mail to:

nast3dgpf@ins.uni-bonn.de

(3) The Software will be provided to Licensee for its own non-commercial purposes only. The term “non-commercial purposes” means any academic or other purpose which is not undertaken for profit and is not intended to produce results, works, services or data for commercial use by Licensee, including use of the Software for any third party purpose.

(4) Any use for other purposes, especially commercial or consulting purposes of Licensee or any other third party is excluded respectively requires a separate license agreement.

(5) Furthermore, Licensee is obliged to comply with all export control and foreign trade law and restrictions and shall indemnify INS from any third party claims at first request which arise from a breach of this obligation.

(6) Licensee agrees to acknowledge the ownership of the Software in any reports or publication results referring to the Software as follows:

“NaSt3DGPF”, developed by Institute for Numerical Simulation, all rights Institute for Numerical Simulation. Licensee is also obliged to include the following citation into such a report or publication:

M. Griebel, T. Dornseifer and T. Neunhoeffler, Numerical Simulation in Fluid Dynamics, a Practical Introduction, SIAM, Philadelphia,(1998).

R. Croce, M. Griebel, and M. A. Schweitzer. Numerical simulation of bubble and droplet-deformation by a level set approach with surface tension in three dimensions. *International Journal for Numerical Methods in Fluids*, 62(9):963-993, 2009.

(7) Licensee acknowledges INS's right to list Licensee's name and logo (if any) in its list of licensees with regard to the Software in INS's public related activities.

3. Scope of the License, Ownership Rights and License Grant

(1) Licensee acknowledges that the Software is the sole property of INS, including, without limitation, all rights to patents, copyrights, trademarks, trade secrets, and any other intellectual property and proprietary rights inherent therein. Licensee is not purchasing title of the Software or copies thereof, but is being granted a limited license to use the Software only in accordance with this agreement.

(2) INS grants for the term of this agreement a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, royalty-free right to Licensee to use the Software and any associated documentation for its own purposes – but which are restricted as defined in Sect. 3, (4) to (9).

(3) Licensee shall be allowed to self-compile the Software. Licensee shall furthermore be allowed, to enhance and develop the software for his own purpose; in this case, Licensee will grant INS a royalty-free right to use and and implement these enhancements to the software.

(4) Furthermore, Licensee shall not be authorized to distribute, to publish – except for cases of academic publications with copyright notice according to Sect. 2 (6) , to make available to third parties, to lend, to rent, to lease, to sell or to otherwise disseminate the Software. This also applies as well to any modifications, extensions, derivatives and parts of the Software. Especially former employees of Licensee are not allowed to work with software if not explicitly approved by INS.

(5) Licensee shall be not allowed to copy the Software except for the case that it is granted by the terms of this agreement. Licensee shall be entitled to make a backup copy of the Software as long as the electronic storage medium, on which the backup copy is filed, is incorporated in Licensee's properties or right of disposal. Especially the storage of the Software or of the backup copies on external service providers or any other third parties is not allowed.

(6) Licensee shall secure by legal and technical means that unauthorized third parties shall not access the Software or the backup copy at any time.

(7) Licensee shall not remove or alter any proprietary rights notices on the Software.

(8) Licensee shall not use the Software to write other software that duplicates the functionality of the Software.

(9) Licensee has to name its employees, who work with the software or have access to it, if asked so by INS.

4. Licensee's security obligations

(1) Licensee is obliged to install the Software on a computer which is under Licensee's control. The Software shall not be used with a computer or system which is connected in an unprotected way to the Internet. Licensee shall use suitable and reasonable precautions to prevent access of unauthorized third parties to this server.

(2) Licensee shall apply appropriate and suitable security measures with regard to the data to avoid loss of data and other damages which are based on the loss of data, e. g. by making a backup copy of the Software.

(3) Licensee remains responsible for securing the data used by or processed with the Software.

5. Liability

(1) INS provides the Software "as is". INS has developed the Software with its usual care and on the base of state-of-the-art science and technology. Licensee acknowledges that the Software as a test version is still under development and no commercially available product. INS shall have no maintenance, upgrade or support obligations with respect to the Software.

(2) INS disclaims all warranties, express or implied, including without limitation any warranties of merchantability, applicability for a particular purpose, title and non-infringement, or that the Software will operate uninterrupted or error-free or meet Licensee's particular requirements.

(3) As the Software license under this agreement is granted free of charge, INS shall have no liability for Licensee's damages and costs caused by using the Software.

(4) The liability of INS for defects or system breakdowns or loss of data, which are based on negligent or improper treatment, for the use of the Software in combination with inappropriate software or hardware of third parties or for the use of the Software with inappropriate complementary equipment, as for example external file servers, by the Licensee or a third party is excluded. In particular INS shall not be liable because of defects and system breakdowns or loss of data due to security accidents, loss or any other errors of external data services.

(5) INS shall not be held liable for infringements of third party rights which occur by using the Software in an unauthorized way.

(6) Licensee shall indemnify INS from all third party claims which occur by distributing or otherwise making available Software.

(7) The foregoing limitations of liability shall not apply in the case of willful intent or gross negligence.

6. Data processing

(1) INS shall be entitled to store and use Licensee's individual-related data and handling of data for further development and improvement of the Software as well as the administration of this agreement.

(2) In case Licensee provides INS with information about his experiences resulting from the use of the Software, INS is irrevocably entitled to use this feedback unrestrictedly in time, place and content for further development and improvement of the Software.

7. Confidentiality

(1) Confidential Information in the meaning of this agreement are all information of technical and commercial nature and documents which the Licensee received under this agreement, regardless if indicated as "confidential" or not.

(2) Licensee commits itself to keep INS's confidential information – especially the source code of the Software - in strict confidence.

8. Termination

(1) Licensee may terminate the agreement by deleting the Software provably, permanently and irreversibly.

(2) INS's right of extraordinary termination for good cause with immediate effect remains unaffected. Good cause shall especially be given in case of Licensee's breach of its obligations under this agreement, e. g. regarding the restrictions for the use of the Software.

(3) After termination of this agreement Licensee commits himself to terminate the use of the Software immediately and to destroy the backup copy of the Software and all parts of the Software.

(4) After termination of this agreement Licensee shall refrain from any use of the Software.

(5) The confidentiality obligation shall continue to be valid even after the termination of this agreement.

9. Concluding provisions

(1) This agreement shall be governed by the laws of the Federal Republic of Germany under exclusion of international private law regulations. The application of the United Nations Convention on Contracts for the International Sale of Good (CISG) is excluded.

(2) If any of the provisions of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid provisions shall be replaced by valid provisions formulated in such a way that the intended purpose will largely be achieved.

(3) The rights and duties of the parties under this agreement shall not be transferred to any third party.

(4) INS is entitled to modify the terms and conditions of this agreement and shall inform Licensee of such amendments. As far as Licensee does not contradict to such modification within a period of four (4) weeks the modifications shall be deemed as agreed.

(5) Subsidiary agreements, amendments and additions must be in writing. The requirement for the written form may only be dispensed in writing.

Place, Date

Signature