Authored by Adrian Sandu, Ahmed Attia, Paul Tranquilli, S. Ross Glandon, Mahesh Narayanamurthi, and Arash Sarshar, Computational Science Laboratory, Virginia Tech.

©2015 Virginia Tech Intellectual Properties, Inc.

Permission to include in application software or to make digital or hard copies of part or all of DATeS is subject to the following licensing agreement.

All software, both binary and source code of DATeS (hereafter, Software) is copyrighted Virginia Tech Intellectual Properties, Inc. (hereafter, VTIP) and ownership of all right, title and interest in and to the Software remains with VTIP. By using or copying the Software, User agrees to abide by the terms of this Agreement.

**Noncommercial Use**

VTIP grants to you (hereafter, User) a royalty-free, nonexclusive right to execute, copy, modify and distribute both the binary and source code solely for academic, research and other similar noncommercial uses, subject to the following conditions:

1. User acknowledges that the Software is still in the development stage and that it is being supplied "as is," without any support services from VTIP. **Neither VTIP nor the author makes any representations or warranties, express or implied, including, without limitation, any representations or warranties of the merchantability or fitness for any particular purpose, or that the application of the software, will not infringe on any patents or other proprietary rights of others**.
2. Neither VTIP nor the Authors shall be held liable for direct, indirect, incidental or consequential damages arising from any claim by User or any third party with respect to uses allowed under this Agreement, or from any use of the Software.
3. User agrees to fully indemnify and hold harmless VTIP, Virginia Tech and/or the Author(s) of the original work from and against any and all claims, demands, suits, losses, damages, costs and expenses arising out of the User's use of the Software, including, without limitation, arising out of the User's modification of the Software.
4. User may modify the Software and distribute that modified work to third parties provided that: (a) if posted separately, it clearly acknowledges that it contains material copyrighted by VTIP (b) no charge is associated with such copies, (c) User agrees to notify VTIP and the Author(s) of the distribution, and (d) User clearly notifies secondary users that such modified work is not the original Software.
5. User agrees that VTIP, Virginia Tech, the authors of the original work and others may enjoy a royalty-free, non-exclusive license to use, copy, modify and redistribute these modifications to the Software made by the User and distributed to third parties as a derivative work under this agreement, solely for noncommercial use.
6. This agreement will terminate immediately upon User's breach of, or non-compliance with, any of its terms. User may be held liable for any copyright infringement or the infringement of any other proprietary rights in the Software that is caused or facilitated by the User's failure to abide by the terms of this agreement.
7. This agreement will be construed and enforced in accordance with the law of the Commonwealth of Virginia. The parties irrevocably consent to the exclusive jurisdiction of the state or federal courts located in the Commonwealth of Virginia for all disputes concerning this agreement.

**Commercial Use**

Any User wishing to make a **commercial use** of the Software must contact Virginia Tech Intellectual Properties, Inc at vtippatents@vtip.org to arrange an appropriate license. Commercial use includes (1) integrating or incorporating all or part of the source code or a derivative work into a product for sale or license by, or on behalf of, User to third parties, or (2) distribution of the binary or source code to third parties for use with a commercial product sold or licensed by, or on behalf of, User.