Licensing contract

Open Source Software for Non-Commercial Research Purposes

This license agreement shall be concluded between the

Karlsruhe University of Applied Sciences Technology and Economics Moltkestrasse 30 76133 Karlsruhe

and any individual natural or legal person acting as a licensee. The University of Applied Sciences Karlsruhe hereby makes available the license terms for the use of the open source software as described in the license agreement.

Everyone has permission to reproduce and distribute unchanged copies of this license; however, changes are prohibited.

BY USING OR DOWNLOADING THE SOFTWARE, YOU ARE AGREEING TO THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT USE OR DOWNLOAD THE SOFTWARE.

Preamble

Generally, licenses for software and other usable works are developed with the intention of restricting the freedom to share or modify the works with others. In contrast, this license is intended to guarantee the freedom to share and modify all versions of the software for non-commercial research purposes. In order to protect the developers and authors, this license further clarifies that there is no warranty for this free software. Therefore, for the sake of both the users and the authors, this license requires that modified versions of the software be labelled as such, so that problems with the modified software are not mistakenly associated with the authors of the original version. The license is intended to ensure that the software remains free for all its users as long as used for non-commercial research purposes.

§1 Contract Subject

- (1) This is a license agreement between your academic institution or non-profit organization or self (called "Licensee" in this Agreement) and the University of Applied Sciences Karlsruhe (called "Licensor" in this Agreement). All rights not specifically granted to you in this Agreement are reserved for Licensor.
- (2) The subject of this contract is the permanent transfer of the computer software and the granting of the rights of use described in §2. The licensee acquires free software in the form of open source from the licensor. It is hereby clarified that the software is read here as source code and data. The models created by the licensee are also read as derivatives. The University of Applied Sciences Karlsruhe offers the Contractual Software as a download. By using or downloading the software, you are agreeing to the terms

- of this license agreement. If you do not agree with these terms, you may not use or download the software.
- (3) A guarantee is only granted if expressly designated as such.
- (4) Installation and configuration services are not the subject of this contract.

§2 Assignment of rights

- (1) The licensee receives a not exclusive, chronologically unrestricted right to the use, development or further processing as well as modification of the Contractual Software for non-commercial research purposes. The software and the rights of use linked with it are available to the licensee and every third who receives the software from the licensee for the purpose of modifications or for the supply of facilities, exclusively in ways from noncommercial research purposes freely. If the licensee transfers unchanged or chanced copies of the software, as he has received it on any media, he can do this only if provided that in clear and adequate manner on every copy an adequate copyright notice is published, all tips are leaved intact as well as in particular all tips to the absence of a guarantee are leaved intact. In addition to that, the licensee has to hand over a copy of this license to all receivers together with the software. All rights lasted under this license are granted on basis of the copyright in the software, and they are irrevocable, as long as the agreed conditions are fulfilled. This license expressly explains your unlimited right to the implementation of the not modified software. This license recognises the right intended in the copyright on adequate use.
- (2) The passing on of the software is entitled to the licensee for not commercial research purposes freely. Such a passing on in the form of sales or a donation is not allowed in combination with license or other fees. The Licensee

may create derivatives of or make modifications to the software; however, he agrees that all and any such derivatives and modifications will become a part of the software licensed to him under this agreement. That means that the terms of this license also apply for those derivatives and modifications. If the Licensee transfers the Contractual Software for the purpose of carrying out modifications by a third party exclusively for himself or providing facilities for him, he may do so only if all the conditions of this License for the transfer of Material. whose copyright is not the Licensee's, are met. Those who produce or perform the works concerned in this way for the Licensee must do so solely on its behalf, under their direction and control and under conditions that prohibit them from making further copies of their copyrighted material outside their relationship with the Licensee.

- (3) The licensee may use the Contractual Software for commercial purposes and therefore not for research purposes of a non-commercial nature only if a corresponding software contract is been agreed on both sides after consultation with the University of Karlsruhe. The privileges of the Contractual Software in the form of open source therefore apply only if a non-commercial use of research by the licensee is provided for.
- (4) Copyright notices, serial numbers and other features used to identify the software may not be removed or changed from the Contractual Software.

§3 Combination of contract software and new work

Notwithstanding any other provisions of this License, the Licensee is permitted to link or combine the Contractual Software with a work to a single, combined work and to transfer the Result. The terms of this license therefore also apply to the combined work.

§4 Automatic successor licensing

- (1) Whenever the Licensee transfers the Contractual Software, the Licensee automatically receives from the original Licensor the License to execute, modify and propagate the Work in accordance with this License. The Licensee is not responsible for enforcing compliance with this License by third parties.
- (2) The Licensee may not impose any additional restrictions concerning: exercise the rights granted or guaranteed under this License. Accordingly, no license fee or other fee may be charged for the exercise of the right granted under this license. Furthermore, the commencement of litigation in which any patent claim has been infringed by the production, application, sale, offer or import of the software or any part thereof is prohibited.

§5 No restriction by third parties

Where the Licensee is required by court order, settlement or otherwise to comply with the terms of this License, such circumstances shall not exempt the Licensee from the terms of this License. If it is not possible for the Licensee to transfer the Contractual Software while respecting the terms of this License and other obligations, then the software may not be transferred at all as a result. For example, if the licensee accepts conditions requiring it to charge a fee for the further transmission from those to whom it has transferred the software, then the only way to comply with both those conditions and this license is to renounce the entire transmission of the software.

There is no warranty for the software to the extent permitted by law. Unless otherwise confirmed in writing, the copyright holder and/or third parties shall make the software available as it is without any warranty, either expressly or implicitly, including, but not limited to, the implicit warranty of market readiness or usability for a particular purpose. The full risk in terms of the quality and performance of the software lies with the licensee. If the software turns out to be defective, the costs for necessary service, repair or correction are also the responsibility of the licensee.

§7 Limitation of Liability

In no event, except as required by applicable law or as warranted in writing, shall Licensor or any third party who modifies or transmits the software as permitted above, be liable to Licensee for any damages, including any general, special, incidental, consequential or punitive damages arising out of the use or inability to use the software (including, but not limited to, loss of data or data being rendered inaccurate or losses sustained by Licensee or others, or the inability of the software to operate with any other software), even if a copyright holder or third party has been advised of the possibility of such damages.

§8 Deletion

The Licensee may not distribute or modify the software unless expressly permitted by this License. Any other attempt at dissemination or modification is void and automatically terminates the rights under this License.

§9 Final provisions

(1) Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining

- provisions or the Agreement as a whole. The provisions are to be replaced retroactively by a legally permissible system, which is closest to the original provision.
- (2) Changes and additions to this Agreement are excluded.
- (3) The partners try to settle any disagreements that may arise. If this is not the case, the licensor and the licensee shall attempt to strike a balance of views. Furthermore, the place of jurisdiction of Karlsruhe is agreed and German law applies.

§10 Additional license condition

This license is only valid for the part of this software that was developed exclusively by the University of Applied Sciences Karlsruhe itself. It is hereby noted that this software is dependent on, or builds upon, other software from third parties. Furthermore, the models created with the software depend on the datasets listed below. Use of third party software or datasets is subject to the third-party license terms, please read and check requirements before use. The licensee is hereby informed of the copyright notices of the third party providers listed below. This license provides by the University of Applied Science Karlsruhe is dependent on the following other software and datasets:

Software:

Clang

https://github.com/llvm/llvm-project

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

Cuda

https://docs.nvidia.com/cuda/eula/index.html

License: https://docs.nvidia.com/cuda/eula/index.html#distribution-requirements

Cxxopts

https://github.com/jarro2783/cxxopts

Copyright (c) 2014 Jarryd Beck

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE

AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER

LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM,

OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN

THE SOFTWARE.

Eigen

https://gitlab.com/libeigen/eigen

Eigen3-hdf5

https://github.com/garrison/eigen3-hdf5

The MIT License (MIT)

Copyright (c) 2013 James R. Garrison

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY.

FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE

AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER

LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM,

OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN

THE SOFTWARE.

Embree

https://github.com/embree/embree

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

Inih

https://github.com/benhoyt/inih

The "inih" library is distributed under the New BSD license: https://opensource.org/licenses/BSD-3-Clause

Copyright (c) 2009, Ben Hoyt

All rights reserved.

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

- * Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- * 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.
- * Neither the name of Ben Hoyt nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY BEN HOYT "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 BEN HOYT 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.

Nanoflann

https://github.com/jlblancoc/nanoflann

License: https://opensource.org/licenses/BSD-3-Clause

nlohmann json

https://github.com/nlohmann/json

License: https://opensource.org/licenses/MIT

Copyright (c) 2013-2019 Niels Lohmann

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE

AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER

LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM,

OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE

SOFTWARE.

opensubdiv

https://github.com/PixarAnimationStudios/OpenSubdiv

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

Opt

https://github.com/niessner/Opt

Opt: A Domain Specific Language for Non-linear Least Squares Optimization in Graphics and Imaging

Copyright (c) 2018 by Michael Mara and Zach DeVito and Michael Zollhoefer and Matthew Fisher and Matthias Niessner

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Terra

https://github.com/terralang/terra

Terra Release License

===========

MIT License

Copyright (C) 2013 Stanford University.

All rights reserved

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR

IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR

COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER

IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN

CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Datasets: The models created with the software depend on the following data sets: Caesar, Dfaust

Civilian American and European Surface Anthropometry Resource Project CAESAR®

http://store.sae.org/caesar/

MPI Dynamic FAUST http://dfaust.is.tue.mpg.de/

Lizenz: http://dfaust.is.tue.mpg.de/data license

@inproceedings{Bogo:CVPR:2014, title = $\{\{FAUST\}: Dataset and evaluation for \{3D\}\}$ mesh registration, author = $\{Bogo, Federica and Romero, Javier and Loper, Matthew and Black, Michael J., booktitle = <math>\{Proceedings IEEE Conf. on Computer Vision and Pattern Recognition (CVPR)\}$, address = $\{Piscataway, NJ, USA\}$, publisher = $\{IEEE\}$, month = $\{IEEE\}$,

All contributions by the University of Applied Sciences Karlsruhe Copyright (c) 2020 All rights reserved.

Copyright 2020 University of Applied Sciences Karlsruhe Licensed under the Apache License, Version 2.0 (the "License"); You may not use this file except in compliance with the License. You may obtain a copy of the License at

http://www.apache.org/licenses/LICENSE-2.0