Software License Agreement

This is the license agreement between the Swiss Federal Institute of Technology (ETH Zurich), represented by the Institute of Fluiddynamics (IFD), and the licensee. The agreement regulates the use of the computer program "IMPACT", referred to as "software".

1 Definition of the software

All files of the software are packed in an archive called "impact_[number].tar.gz" containing the kernel source code files "mod_[name].f90", the user input source code files "usr_[name].f90", the make file "Makefile" and this license agreement. "[number]" indicates the current version number of the software and "[name]" is a placeholder to distinguish the source code files.

2 License of ETH Zurich

ETH Zurich hereby grants a single, non-exclusive, royalty-free license to use the software to the licensee subject to all the terms and conditions of this agreement.

3 The scope of the license

3.1 Use

This software is designed to simulate incompressible flows on massively parallel computers. Additionally, scalar fields as well as discrete point particles can be simulated along with the carrier fluid.

The software may be used by the licensee and by his employees for academic purposes only. The licensee guarantees that the software is not used for any commercial purpose. Special and written agreements between IFD and the licensee are necessary to regulate commercial use of the software or derivative work by the licensee based on the software. The licensee agrees not to use parts or components of the software for other products.

3.2 Distribution

The assignment to a third party is prohibited.

3.3 Modification/ adaptation/ reproduction/ storage

On his own risk, the licensee has the right to modify and adapt the software for his purposes. The licensee agrees to make available any derivative work to IFD for academic use, under conditions covered by this agreement. IFD agrees to a reciprocal acknowledgement and redistribution policy of the licensee's contribution in a similar manner as stated in paragraph 4. The storage of the software and generation of essential temporary backups is allowed under the restriction that the software and any copy of it can not be accessed by third parties, c.f. paragraph 3.2.

4 Obligations of licensee

In case of publications of results obtained with the software, the licensee agrees to refer to the contributors of the software adequately, e.g. by referring to key publications.

5 Intellectual property and other rights

The licensee obtains all rights granted in this agreement and retains all rights to results from the use of the software. Ownership, intellectual property rights and all other rights in and to the software shall remain with ETH Zurich.

6 Installation, maintenance, support, upgrades or new releases

IFD delivers the software as stated in paragraph 1. ETH Zurich does not have any obligation of installation, maintenance, support, upgrades or new releases, and disclaims all costs associated with service, repair or correction.

7 Warranty

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 contributors 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 with the software.

8 Liability

ETH Zurich disclaims all liabilities. ETH Zurich shall not have any liability for any direct or indirect damage except for the compellent provisions of the applicable law (article 100 Schweizerisches Obligationenrecht).

9 Termination

This agreement becomes effective at the date of signing by both parties and is concluded for an indefinite time. This agreement may be terminated by ETH Zurich at any time, in case of a fundamental breach of the provisions of this agreement by the licensee. Further juridical steps are reserved to ETH Zurich.

10 No transfer of rights and duties

Rights and duties derived from this agreement shall not be transferred to third parties without the written acceptance of the licensor. In particular, the software cannot be sold, licensed or rented out to third parties by the licensee.

11 No implied grant of rights

The parties shall not infer from this agreement any other rights, including licenses, than those that are explicitly stated herein.

12 Severability

If a provision of this agreement becomes invalid or unenforceable, such invalidity or enforceability shall not affect the other provisions of this agreement. These shall remain in full force and effect, provided that the basic intent of the parties is preserved. The parties will in good faith negotiate substitute provisions to replace invalid or unenforceable provisions which reflect the original intentions of the parties as closely as possible.

13 Applicable law

This agreement as well as any and all matters arising out of it shall exclusively be governed by and interpreted in accordance with the laws of Switzerland, excluding its principles of conflict of laws.

14 Jurisdiction

In case of any dispute, controversy or difference between the parties hereto in connection with or out of this agreement, the parties hereto shall first attempt to settle it amicably. Should settlement not be achieved, the courts of Zurich-City shall have exclusive jurisdiction.

The licensee accepts this license agreement without any reservations.

The licensors	The licensee
Zurich, October 2009	City, Date

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