

**Agreement on the provision of free-of-charge open-source
software via the Internet**

between

the Max Planck Society for the Advancement of Science,
represented by the Managing Director [Prof. Dr. Guido Müller],
here acting for the Max Planck Institute for
Gravitational Physics (Albert Einstein Institute)

- hereinafter referred to as '**MPI**' -

and

- '**Licensee**' -

(with MPI and Licensee referred to individually as the '**Party**' and jointly as the '**Parties**').

Preliminary remarks

The `shoogle` python package provides capabilities for timing gamma-ray pulsars, using a latent-variable + Gibbs-sampling approach to estimate timing model parameters, noise model parameters and the shape of the pulse profile. Gamma-ray photon data can also be combined with radio pulse times-of-arrival to perform joint timing analyses.

The component(s) (the 'Software') created by MPI in connection with the aforementioned project is/are, accordingly, based on pre-existing software components that have been licensed by their originators under the applicable open-source licence.

In accordance with information and guidance provided by MPI prior to downloading of the Software, use of the Software shall be subject to the Terms and Conditions of Use and Licensing pursuant to this Agreement, to which Licensee has consented by downloading the Software.

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There is no right of revocation. However, Licensee is entitled, at any time, to delete copies that Licensee has made of the Software and, in so doing, to terminate this Agreement.

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§ 6 Remuneration

Licensee shall receive the software free of charge.

§ 7 Material defects, defects of title, liability

1. Licensee is aware that, despite the care taken in its development, the Software – as is generally the case with software – cannot as a rule be free of bugs or other defects, and that the Software is provided free of charge.
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5. If liability should exist (subject to the German Product Liability Act (ProduktHaftG)), this shall, insofar as is required by law, remain unaffected. Furthermore, MPI, its agents and its legal representatives are liable only for intent and gross negligence; further liability is excluded.

§ 8 Applicable law

The contractual relationship between the Parties shall be subject to the law of the Federal Republic of Germany, as shall any disputes that may arise from or in connection with this contractual relationship.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

§ 9 Place of jurisdiction

The place of jurisdiction is subject to statutory regulations.

§ 10 Severability clause

Should one or more of the provisions of these Terms and Conditions of Use and Licensing be or become invalid, the validity of the remaining provisions of the Agreement shall remain unaffected.

Annex I – Open-Source Licences

- [Shoogle](#)
 - BSD-3-Clause License
- [Python, and python standard library packages](#)
 - Python Software Foundation License Version 2
- [Astropy, scipy, numpy, PINT, scikit-learn](#)
 - BSD-3-Clause License
- [matplotlib](#):
 - Based on Python Software Foundation License
- [corner](#)
 - BSD-2-Clause License
- [emcee](#)
 - MIT License