

## CFDSHIP-IOWA SOFTWARE LICENSE AGREEMENT

**THIS SOFTWARE LICENSE AGREEMENT** (hereinafter "Agreement") is made by and between The University of Iowa (hereinafter "University") and \_\_\_\_\_ (hereinafter "Customer").

**FOR CONSIDERATION** of the mutual promises and covenants contained herein, the University and Customer agree as follows:

1. **Multiple-Users License Grant:** University grants to Customer a nonexclusive and nontransferable license to use the CFDSHIP-IOWA Software ("Software") in object code form only, installed on a per host basis for up to \_\_\_\_\_ number of Customer host systems ("Permitted Number of Computers"). University may, in its sole discretion, release source code to Customer, upon Customer's written request for source code.
  
2. Customer may only use the programs contained in the Software:
  - (i) On the Permitted Number of Computers;
  - (ii) For which Customer has received an electronic file directly from University;
  - (iii) For which Customer has received University approval, in the University's sole discretion, of the intended user as a qualified and experienced user of URANS CFDSHIP codes for ship hydrodynamics; and
  - (iv) For designated, active U.S. government contracts or grants, which require use of CFDSHIP-IOWA capabilities.
  
3. Customer shall provide the following contact name and information:
  - a. Government Program Manager: \_\_\_\_\_
  - b. Government Program Manager Contact Information:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Customer training is not included in this Agreement. Training may be available, upon Customer request, for a fee which shall be determined by University.
  
5. Customer may make one (1) archival copy of the Software provided Customer affixes to such copy all copyright, confidentiality, and proprietary notices that appear on the original.
  
6. Customer shall provide one (1) advance copy of any items to be published to University, no later than ten (10) days prior to the publication date.
  
7. Customer shall acknowledge and cite the Software and University whenever publishing results that were derived from use of the Software.
  
8. University reserves the right to terminate this Agreement at any time and/or for any reason, upon written notice. Upon notification of termination, Customer shall immediately destroy any and all copies or versions of Software.
  
9. EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, CUSTOMER SHALL NOT: COPY, IN WHOLE OR IN PART, SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE COMPILE OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE.

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12. IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
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15. This License shall be governed by and construed in accordance with the laws of the State of Iowa, United States of America. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This License constitutes the entire License between the parties with respect to the use of the Software.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the latest date set forth below.

**UNIVERSITY**

**CUSTOMER**

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READ & ACKNOWLEDGED BY:

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