

Draft Commercial Software License Agreement

Between

Sample Corporation
Nowhere Street 1
12345 Sampletown
Sample Country

hereinafter referred to as *CONSIGNEE*, and the

Konrad-Zuse-Zentrum für Informationstechnik (ZIB)
Takustr. 7
14195 Berlin-Dahlem
Germany

hereinafter referred to as *ZIB*.

1. The *ZIB* grants the *CONSIGNEE* a license to use the NewtonLib codes (consisting of GMRES, PCG, GBIT, NLEQ1, NLEQ2, NLEQ_RES, NLEQ_ERR, NLEQ_OPT, QNERR, QNRES, ALCON1, ALCON2, NLSCON, NLSQ_RES, NLSQ_ERR, GIANT, GIANT-GMRES, GIANT-GBIT, GIANT-PCG), hereinafter referred to as the software.
2. The *CONSIGNEE* accepts from the *ZIB* a non-exclusive, non-transferable and irrevocable license to use the software for an indefinite period. Right of ownership and copyright of the software remain with the *ZIB*. The *CONSIGNEE*, however, has the right to reproduce any amount of copies for internal use and to distribute the compiled software in binary form as part of a larger software product without restriction.
3. The *CONSIGNEE* agrees to pay the *ZIB* as per invoice a single license fee of EUR 1000, plus VAT.
4. The *ZIB* will provide the *CONSIGNEE* with the source code, which includes a suitable documentation.
5. The *ZIB* distributes the software on an "as is" basis, i.e. with no obligation on the part on the *ZIB* to correct possible errors during future usage.
6. The *ZIB* has developed this software to the best of its knowledge and ability, however, does not warrant that this software is error-free. Demands or charges for damages against the *ZIB* are not possible.
7. The *ZIB* accepts no liability for whatever damage resulting from the usage of the software.
8. The *CONSIGNEE* is held responsible to the *ZIB* for all damages arising out of or in connection to the non-compliance of this agreement.

Accepted: *CONSIGNEE*

Accepted: *ZIB*

(Place, Date)

(Place, Date)