

IMPORTANT NOTE: READ BEFORE COPYING, DOWNLOADING, INSTALLING AND/OR USING.

Do not copy, download, install or use the Software provided under this Software license agreement ("Agreement"), until you have carefully read and understood the following terms and conditions. By copying, downloading, installing and/or otherwise using the Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not copy, download, install and/or use the Software.

SOFTWARE ACADEMIC SINGLE-USER LICENSE AGREEMENT

Between

Università della Svizzera italiana
Having a place of business at
Via Giuseppe Buffi 13
CH-6906 Lugano
Switzerland
("University")

And YOU as defined below and precisely specified in the PARDISO Software Order Form

1 Definitions

- 1.1 "Software" shall mean the PARDISO library/routine in object code/file format, comprising a user guide version, one license key code and any other materials and upgrades or updates thereto including, but not limited to exemplary Source Code files exhibiting and illustrating certain limited functions ("Open Sample Sources") included in the PARDISO library/routine or any other supplementary material ("Accompanying Materials"), which may be found and viewed under <http://www.pardiso-project.org/>.
- 1.2 "YOU" or "YOUR" shall mean an individual or legal non-profit entity including, but not limited to, universities, public research institutions and charities, exercising rights under, and complying with all of the terms of, this Agreement.
- 1.3 "University Affiliates" shall mean University's legal predecessor or successor, subsidiaries or any of its licensors, suppliers, including independent Software authors and/or developers, directors, officers, agents, employees or affiliates of any of the foregoing.
- 1.4 YOU acknowledge that the general definitions above will only be used throughout this Agreement to the extent that they are relevant or necessary to determine and characterize the scope of the license granted to YOU pursuant to Article 3 of this Agreement.

2 Title and Ownership

The title, right and interest in to the Software shall remain with the University or University Affiliates, where applicable. Nothing in this Agreement shall be construed as conferring any

license and/or right in and to University's or University Affiliate's Software or any intellectual property rights whatsoever, whether by estoppel, implication or otherwise, other than the right to use the Software in the manner and to the extent contemplated and granted under this Agreement.

3 License Grant

- 3.1 Subject to the terms and conditions of this Agreement, University grants to YOU a non-exclusive, non-transferable and – sublicensable, host-unlimited, single user-locked, restricted license to download, install and use 1 (one) copy of the Software during a non-extendable period of 1 (one) year ("License Period") calculated from the activation of the Software by means of the license key code.
- 3.2 For the avoidance of doubt, YOU may use the Software only for internal, non-commercial, academic research, including industry-sponsored research, and education ("Academic Use") which are not in conflict with the illegitimate activities pursuant to Article only during the License Period specified in Article 3.1 above, which is controlled by the license key code included in and provided along with the Software.
- 3.3 YOU shall explicitly not be permitted to:
- a) Use, reproduce or copy the Software, except for Open Sample Sources, otherwise than provided by this Agreement;
 - b) reverse engineer, decompile, decrypt, disassemble, modify, adapt, extract or translate the Software in whole or in part except as provided in this Agreement;
 - c) copy; have copied, use, export and/or market the Software in whole or in part or sell, offer for sale, distribute, rent or lease it to any third party;
 - d) assign and/or transfer this Agreement or the Software without the express written consent by University
- 3.4 The Software may include third party programs or materials. The license terms with those programs or materials apply to YOUR use of them, and University shall not be held liable for them.
- 3.5 The Software is not designed, intended or authorized for use in any type of system or application in which the failure of the Software could create a situation or condition where personal injury or death may occur including but not limited to medical systems, life sustaining or saving systems, operations of nuclear facilities, aircraft navigation and communication systems and/or (air) traffic control systems. Should YOU use the Software for any such unintended or unauthorized use, YOU shall indemnify and hold the University or University affiliates harmless against any and all claims, costs, damages, and expenses, including reasonable attorney fees, arising out of, directly or indirectly, any claim of product liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that University or University affiliates were negligent regarding the design or manufacture of the software or any part thereof.
- 3.6 Notwithstanding anything to the contrary elsewhere in this Agreement, you may not distribute the Software, and any portion or part thereof, and applications, products or derivative works developed or implemented by YOU may only be used for Academic

Use and only during the License Period. YOU may install the Software on an unlimited number of computers provided that the Software will only be used by YOU or 1 (one) individual user of YOU such as an employee, agent, officer, representative, volunteer or student affiliated with YOUR entity. A separate license is required for each additional computer and use by an individual single-user.

- 3.7 During the License Period you may store 1 (one) backup copy of the Software for archival and recovery purposes.

4 Disclaimer and Limitation of Warranty and Liability

- 4.1 YOU acknowledge that the Software is a research tool, provided “as is, with all faults”, without any maintenance, debugging, improvement or any other kind of support. University or University affiliates make no representations and extend no warranties, neither express nor implied, including but not limited to implied warranties, conditions or other terms, of merchantability, satisfactory quality, non-infringement of third-party rights, fitness for a particular purpose and/or your enjoyment with regard to the software and accompanying materials.
- 4.2 University or University affiliates do not warrant that the operation of the software will be uninterrupted or error-free, or that defects in the software will be corrected. No oral or written information or advice given by University affiliates or any of their authorized representatives shall create a warranty. The terms under this article 4 do not affect, prejudice, limit or exclude any liability for death or personal injury caused by University’s or University affiliates’ negligence.
- 4.3 In no event shall University or University affiliates be liable to YOU for any consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business or scientific information and the like) or direct loss of business, business profits, business information or revenues arising out of the use of or inability to use the software or accompanying materials, regardless of the basis of the claim (whether under contract, negligence or other tort or under statute or otherwise howsoever arising) and even if University or University affiliates have been advised or notified of the possibility of such damages.
- 4.4 University’s or University affiliates’ total liability to YOU for damages for any cause whatsoever not excluded under this article 4 howsoever caused (whether in contract, negligence or other tort, under statute or otherwise howsoever arising) will be limited to YOUr consideration paid for the software that caused the damages.
- 4.5 The limitations under this article 4 shall not apply in case of death or personal injury caused by University’s or University affiliates’ negligence only where and to the extent that governing law requires such liability.

5 Maintenance & Services

- 5.1 YOU agree to provide reasonable feedback related to the performance and usability of the Software. Such feedback shall include the usability of the Software, bug reports, test results, problems or deficiencies encountered by YOU while using the Software,

suggested solutions to such bugs, problems or deficiencies, and recommended action for modification of the Software. The feedback shall be provided to University by e-mail to olaf.schenk@usi.ch. The parties agree that all oral or written feedback provided by YOU to University shall be considered the property of and may be used by University for any purpose.

- 5.2 University is under no obligation to maintain, debug, improve or provide any other kind of support for the Software, or to provide YOU with updates, bug fixes, builds or error corrections (collectively “Software Updates”). If University, at its sole option, provides Software Updates to YOU, the Software Updates will be considered part of the Software and subject to the terms and conditions of this Agreement.

6 Miscellaneous

- 6.1 YOU agree to cite the Software and refer to the following publications:

- a) *O. Schenk and K. Gärtner*, Solving Unsymmetric Sparse Systems of Linear Equations with PARDISO, *Journal of Future Generation Computer Systems*, 20(3):475--487, 2004.
- b) *O. Schenk and K. Gärtner*, On fast factorization pivoting methods for symmetric indefinite systems, *Elec. Trans. Numer. Anal.*, 23:158--179, 2006.
- c) *G. Karypis and V. Kumar*, A fast and high quality multilevel scheme for partitioning irregular graphs, *SIAM Journal on Scientific Computing*, 1999 (20) 1, 359-392.

in any publication, presentation or other work for which the Software was utilized to produce, confirm, derive or process data and/or results which are the subject of the publication, presentation or other work.

- 6.2 This Agreement constitutes the entire agreement between the parties with respect to the Software licensed under these terms, and it supersedes all prior or contemporaneous agreement, arrangement and understanding regarding such subject matter. No amendment to or modification or extension of this Agreement will be binding unless in writing and signed by University. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect. No failure or delay by University in exercising its rights or remedies shall operate as a waiver unless made by specific written notice. No single or partial exercise of any right or remedy of University shall operate as a waiver or preclude any other or further exercise of that or any other right or remedy.
- 6.3 This Agreement shall be exclusively governed by the laws of Switzerland without regard to principles of conflict of laws. The ordinary courts of Lugano, Switzerland, shall have exclusive jurisdiction.