

SWINBURNE UNIVERSITY OF TECHNOLOGY

END USER LICENCE

NAME OF LICENCEE:

ADDRESS OF LICENCEE:

Swinburne University of Technology ("Swinburne") is pleased to authorise [.....] ("You") on a non-exclusive basis a licence to use the Software (the "Software"). The Software consists of a suite of programs that implement a complex correlator for interferometric astronomy and geodesy applications (for example, Very Long Baseline Interferometry [VLBI]) within multi-processor computing environments, such as Beowulf clusters. The Software handles common disk-based VLBI data formats such as the PCEVN, Mark 5 and K5 formats. Full details of the capabilities of the Software are described in the documentation provided with the Software.

You are authorised to use the Software into perpetuity. You are authorised to distribute data processed using the Software to third parties for the purpose of scientific, not for profit, research. Use of the Software for commercial purposes is strictly prohibited.

As a condition of this licence, you must:

- 1. meet all costs associated with the implementation and use of the Software, including but not limited to the installation and verification of the Software.
2. not directly or indirectly use or permit anyone else, other than your officers, staff and employees, to use the Software, or any part or underlying work associated with the Software, other than to acknowledge, use, operate and display the Software as authorised by this licence;
3. not directly or indirectly install the Software on machines operated by third parties;
4. ensure that Swinburne's design of the Software and/or production of the content is acknowledged as required by Swinburne, including but not limited to formal acknowledgement of any Swinburne publications relating to the Software. The following text should be included in the acknowledgements section of any publications that make use of the Software or of data processed using the Software:
"This work made use of the Swinburne University of Technology software correlator, developed as part of the Australian Major National Research Facilities Programme and operated under licence".
5. reference the most up-to-date technical description of the Software. Please contact Steven Tingay - stingay@astro.swin.edu.au for the most current reference to cite in publications.
6. ensure that third parties, in receipt of data from You which has been processed using the Software, adhere to the acknowledgements above (point 4 and 5);
7. not refuse to comply with a request by Swinburne to give credit to or acknowledge any third party before any use or operation (continued or otherwise) of the Software;
8. ensure that, unless otherwise agreed by Swinburne in writing, the Software is used for the purpose of conducting astronomical, geodetic or educational research;
9. not directly or indirectly make any other use of or do any other thing with the Software or any part of the Software or any underlying work of Swinburne in the Software other than as authorised by this licence or agreed in writing by Swinburne;
10. not directly or indirectly infringe the intellectual property rights of Swinburne (including any intellectual property rights whether registered or unregistered including know-how, copyright, trade marks, trade names, designs and patents) in the Software or any underlying work of Swinburne in the Software;
11. not directly or indirectly represent yourself as having any right, title or interest in the intellectual property rights in the property or any underlying work of Swinburne in the Software;
12. not directly or indirectly use Swinburne's name or trade mark other than as specifically allowed under this licence or otherwise authorised by Swinburne;
13. indemnify Swinburne against any loss or damage to Swinburne caused by any breach of the above conditions.

Swinburne reserves the right at any time to revoke the authority given under this licence if you breach the above conditions or use the Software in a way that damages the reputation of Swinburne or is in any way deemed undesirable or inappropriate by Swinburne. Upon revocation of the authority under this licence You agree to return all Software immediately to Swinburne.

Swinburne may provide limited technical support by email, including free software updates that shall be available from time to time ("Support") (stingay@astro.swin.edu.au) on a best efforts basis during normal business hours.

Swinburne warrants that:

- 1. it has all rights, title and interest in the Software to enable you to exercise your rights under this licence;
2. use of the Software under this licence does not infringe the intellectual property rights of any other person.

We trust that the above is acceptable and ask that you confirm by signing and returning a copy of this licence to Swinburne University of Technology, John Street, Hawthorn 3122 Victoria, Australia.

NAME & TITLE:

SIGNATURE: DATE:

for and on behalf of