Steps for Completing a Ready to Sign Software License

- 1. Licensee must enter a valid contact address, e-mail address, and phone number.
- 2. For Universities or Research Institutions, authorized signer must be at least a faculty or equivalent level.
- 3. Return the PDF signed by an authorized representative to: software-licenses@mit.edu
- 4. Please remit the appropriate payment with the following directions:

Check:

Massachusetts Institute of Technology Technology Licensing Office, Rm NE18-501 255 Main St., Kendall Square Cambridge, MA 02142-1601 Attention: Ready to Sign

Wire/ACH:

Account Holder: Massachusetts Institute of Technology

Bank Account # 004632424694

Bank Name: Bank of America, NA, 100 Federal Street, Boston, MA 02110

Swift # BOFAUS3N

WIRE Routing (ABA) # 026 009 593 Reference: MIT TLO Ready to Sign

Note:

- 1. The licensed Software will not be delivered to Licensee until the license agreement is fully executed and payment is confirmed by TLO.
- 2. Licenses are single signature. If a fully executed license agreement is required, please request by email to software-licenses@mit.edu prior to submitting signed license.
- 3. If a purchase order is required for the license issue fee, please return the signed license agreement and purchase order electronically to software-licenses@mit.edu.
- 4. Licensee may contact software-licenses@mit.edu directly if minor revisions are requested. Please note, additional administrative costs may be added to the license depending upon the proposed revision.

MIT Software FFTW 3.1

FFTW Library Developer Commercial Use License Agreement

The FFTW Library and specific version as described in <u>Exhibit A</u> (the "Software") was developed by Massachusetts Institute of Technology ("MIT") researchers.

This FFTW Library Developer License Agreement (the "Agreement"), effective as of the date of signature below ("Effective Date"), sets forth the terms of use governing your ("Developer") use of the Software. Developer shall include Developer's Affiliates, provided that at all times Developer shall be fully responsible and liable for any Affiliate's use or misuse of the Software. "Affiliate" shall mean any legal entity that is controlled by Developer. For the purposes of this definition, the term "control" means (i) beneficial ownership of at least fifty percent (50%) of the voting securities of a corporation or other business organization with voting securities or (ii) a fifty percent (50%) or greater interest in the net assets or profits of a partnership or other business organization without voting securities.

Absent Developer's agreement to the terms below, Developer shall have no rights to the Software for any purpose whatsoever.

- 1. **LICENSE GRANT.** MIT grants to Developer a perpetual, non-exclusive, worldwide, revocable, non-sublicensable, non-transferable license to access, install, reproduce, recompile, use, modify, derivitize, or otherwise adapt and distribute the Software in a Developer product or Developer service to end users in accordance with the terms and conditions of this Agreement, including but not limited to Section 2.
- 2. **RESTRICTIONS ON USE**. Software remains the property of MIT and Developer agrees not to: (a) copy, publish, disclose, distribute, or otherwise transfer or make the Software available to any third party on a stand-alone basis; (b) reverse engineer, decompile or reverse assemble the Software or any portion thereof; (c) incorporate the Software into a commercial product released under an open source license; (d) distribute a Developer commercial product to any third party without an end user license agreement binding such third party to substantially the same terms and conditions as are contained in this Agreement as such relate to the Software, including but not limited to Section 7 (No Warranties) and Section 8 (Limitation of Liability), and must include the specific language set forth in Section 6 (Copyright Notice). For clarity, Developer may not distribute Software except as an integrated part of Developer's commercial product or service.
- 3. **OWNERSHIP AND COPYRIGHT NOTICE.** This Agreement does not transfer any ownership of the Software to Developer. Nothing in this Agreement shall be construed to grant Developer, by implication, estoppel or otherwise, any intellectual property rights in the Software, or any other intellectual property or other proprietary rights of MIT, other than as specifically set forth in this Agreement. Developer shall not remove or delete, and shall retain in the Software, the copyright, trademark, or other notices pertaining to the Software as is provided with the Software.
- 4. **LICENSE FEE.** In consideration of the rights granted hereunder, Developer shall pay to MIT a license issue fee ("License Fee") of seven thousand five hundred United States dollars (U.S. \$7,500), which shall be the sole sum payable by Developer hereunder. This payment is nonrefundable and shall be without deduction of exchange, collection, or other charges, and, specifically, without deduction of withholding or similar taxes or other government imposed fees or taxes. This Agreement does not grant you any right to any updates or new versions of the Software.

- 5. **DELIVERY.** Upon receipt by MIT of the License Fee, MIT shall initiate delivery to Developer of one (1) copy of the Software. Such delivery shall be effected by an email to the address set forth below. Developer agrees to accept the Software as delivered. Developer agrees and acknowledges that MIT shall not be required to: (a) load the Software onto Developer's machines; (b) test for proper operation; (c) perform debugging; (d) make corrections; (e) provide maintenance, service, or updates; or (f) assist in the understanding, implementation or use of the Software. This Agreement does not grant you any right to any updates or new versions of the Software.
- 6. **COPYRIGHT NOTICE**. Developer shall include in all end user licenses, in the same point font style and size as the related text, the following:

"Copyright Notice. The software [or "Portions of the software"] incorporated herein is Copyright ©2006, Massachusetts Institute of Technology ("MIT"). All Rights Reserved.

The name "MIT" (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify MIT or any MIT school, unit, division or affiliate may not be used to endorse or promote products derived from this software without specific prior written permission."

- 7. NO WARRANTIES. THE SOFTWARE IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, MIT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE) REGARDING THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, DESIGN, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OWNERSHIP, AND NON-INFRINGEMENT. MIT MAKES NO WARRANTY ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, SUFFICIENCY OR QUALITY OF THE SOFTWARE. MIT DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR THAT THE SOFTWARE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPUTER CODE.
- 8. LIMITATION OF LIABILITY. IN NO EVENT SHALL MIT BE LIABLE TO DEVELOPER FOR MORE THAN THE TOTAL LICENSE FEE PAID BY DEVELOPER TO MIT. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MIT BE LIABLE TO DEVELOPER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, OR USE OF THE SOFTWARE, EVEN IF MIT IS NEGLIGENT OR OTHERWISE AT FAULT, AND REGARDLESS OF WHETHER MIT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9. **INDEMNIFICATION; INSURANCE.** To the fullest extent permitted by law, Developer shall indemnify, defend and hold harmless MIT, its affiliates, current or future directors, trustees, officers, faculty, staff, employees, students and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon any Indemnitee in connection with any third party claims, suits, actions, demands or judgments arising from Developer's Affiliates' access to, use of, and/or distribution of the Software, except to the extent directly caused by the gross negligence or willful misconduct of MIT.

Developer will obtain and carry general commercial liability insurance and umbrella insurance (or maintain a program of self-insurance) sufficient to cover its business and any and all activities and obligations under this Agreement, including with respect to Indemnitees.

- 10. **GOVERNING LAW.** This Agreement and any disputes arising hereunder shall be construed and governed by the laws of the Commonwealth of Massachusetts regardless of otherwise applicable choice of law rules.
- 11. **NON-USE OF NAME.** Nothing in this Agreement shall be construed as granting Developer any rights or licenses to use any trademarks, service marks or logos displayed on the Software. Developer shall not otherwise use or allow the use of the name of "Massachusetts Institute of Technology," "MIT," or any variation, adaptation, or abbreviation thereof, or of any of its directors, trustees, officers, faculty, staff, employees, students or agents, or any trademark owned by MIT, or any terms of this Agreement in any public announcement or disclosure without the prior written consent of MIT (via ioc-uon@mit.edu), which consent MIT may withhold in its sole discretion. If Developer seeks to use the name of an individual director, trustee, officer, faculty, staff, employee, student or agent, Developer must receive the written consent of such individual.
- 12. **TERMINATION.** This Agreement shall terminate automatically, without notice by MIT, if Developer fails to comply with any term(s) set forth in this Agreement. Upon termination of this Agreement, the rights granted hereunder will automatically terminate and Developer agrees to immediately cease all use of the Software.
- 13. **MISCELLANEOUS**. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions, whether written or oral. Developer shall comply with all laws and regulations applicable to the exercise of its rights under this Agreement, including all United States export control laws and regulations. These terms may be modified or amended only in writing signed by authorized representatives of MIT and Developer. This Agreement may not be assigned without MIT's prior written consent. The failure of MIT to enforce at any time any of the provisions of the Agreement will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability to enforce each and every such provision thereafter. The provisions that by their nature are intended to survive termination of this Agreement shall survive termination of this Agreement, including but not limited to: Sections 7, 8, 9, 10, 11, 12 and 13.

DEVELOPER Information

Company/Organization:	
Address 1:	
Address 2:	
Country:	
Contact name:	
Contact email:	

MASSACHUSETTS INSTITUTE OF TECHNOLOGY	COMPANY/ORGANIZATION
Signature:	Signature:
Typed/Printed Name:	Typed/Printed Name:
Title:	Title:
Date:	Date:

Exhibit A

Software

MIT case # 12052

"FFTW v. 3.1" by Matteo Frigo and Steven Glenn Johnson

FTW is a C subroutine library for computing the discrete Fourier transform (DFT) in one or more dimensions, of arbitrary input size, and of both real and complex data, as well as of even/odd data, i.e., the discrete cosine/sine transforms, or DCT/DST.

Copyright notice: "Copyright 2006 Massachusetts Institute of Technology. All rights reserved" or "Copyright 2006 MIT. All rights reserved"