

## Steps for Completing a Ready to Sign Software License

1. Download the PDF at the end of each page for the appropriate license.
2. Licensee must enter a valid contact address, e-mail address, and phone number.
3. For Universities or Research Institutions, authorized signer must be at least a faculty or equivalent level.
4. Return the PDF signed by an authorized representative to: [software-licenses@mit.edu](mailto:software-licenses@mit.edu)
5. 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](mailto: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](mailto:software-licenses@mit.edu).
4. Licensee may contact [software-licenses@mit.edu](mailto: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 “ASWING”

### Non-Profit Research Use License Agreement

The software application, as described in Exhibit A (the “Software”) was developed by Massachusetts Institute of Technology (“MIT”) researchers.

This End User License Agreement (the “Agreement”), effective as of the date of signature below (“Effective Date”), sets forth the terms of use governing your (“End User”) use of the Software. **The Software is being distributed at no cost by MIT to the End User solely for internal research, education and academic purposes by a non-profit organization (the “Purpose”).**

Absent End User’s agreement to the terms below, End User shall have no rights to the Software for any purpose whatsoever.

1. **LICENSE GRANT.** MIT grants to End User a perpetual, non-exclusive, worldwide, revocable, non-sublicensable, non-transferable license to access, install, reproduce (for archival and backup purposes only), and use the Software solely for the Purpose in accordance with the terms and conditions of this Agreement.
2. **RESTRICTIONS ON USE.** Software remains the property of MIT and End User agrees not to:  
(a) publish, disclose, distribute, or otherwise transfer or make the Software available to any third party for any purpose whatsoever; (b) modify, derivitize, rewrite, or otherwise adapt the Software in any way, except as necessary to install and use the Software; (c) alter, merge, modify, adapt, translate, reverse engineer, decompile or reverse assemble the Software or any portion thereof; (d) incorporate the Software into a commercial product, whether software or hardware, or otherwise use the Software to create a commercial product or service, including by releasing the Software as a part of any commercial product under an open source license; or (e) use the Software for any other commercial purpose, including but not limited to, use of the Software in fee-for-service arrangements, in core facilities or laboratories, or to provide research services to third parties for a fee.
3. **PUBLICATION AND ATTRIBUTION.** End User has the right to publish, present, or share, results from the use of the Software, provided that End User acknowledge MIT as the provider and owner of the Software, specify the version of Software used, and include the following:

“Copyright Notice and Disclaimer. The software [or “portions of the software”] incorporated herein is ASWING Software, © MIT 1997 used with permission. All Rights Reserved.”

4. **OWNERSHIP AND COPYRIGHT NOTICE.** This Agreement does not transfer any ownership of the Software to End User. Nothing in this Agreement shall be construed to grant End User, 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. End User 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.
5. **DELIVERY.** Upon execution of this Agreement, MIT shall initiate delivery to End User of one (1) copy of the Software. Such delivery shall be effected by an email to the address set forth below. End User agrees to accept the Software as delivered. End User agrees and acknowledges

that MIT shall not be required to: (a) load the Software onto End User's machines; (b) test for proper operation; (c) perform debugging; (d) make corrections; (e) provide maintenance, service, or updates; or (f) otherwise 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. **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.
7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL MIT BE LIABLE TO END USER IN CONTRACT, TORT OR OTHERWISE, FOR ANY DIRECT, 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.
8. **INDEMNIFICATION; INSURANCE.** To the fullest extent permitted by law, End User 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 End User's and/or End User's affiliates' access to and/or use of the Software, except to the extent directly caused by the gross negligence or willful misconduct of MIT. End User 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.
9. **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.
10. **NON-USE OF NAME.** Nothing in this Agreement shall be construed as granting End User any rights or licenses to use any trademarks, service marks or logos displayed on the Software. End User 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 [tlo-uon@mit.edu](mailto:tlo-uon@mit.edu)), which consent MIT may withhold in its sole discretion. If End User seeks to use the name of an individual director, trustee, officer, faculty, staff, employee, student or agent, End User must receive the written consent of such individual.

11. **TERMINATION.** This Agreement shall terminate automatically, without notice by MIT, if End User 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 End User agrees to immediately cease all use of the Software.

12. **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. End User 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 End User. 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 6, 7, 8, 9, 10, 11 and 12.

\*\*\*

### **END USER Information**

Company/Organization:

Address 1:

Address 2:

Address 3:

Contact name:

Contact email:

### **END USER Authorized Signatory**

Signature:

Typed/Printed Name:

Title:

Date:

## Exhibit A

MIT Case # 7821

“ASWING” by Mark Drela

ASWING is a program for the aerodynamic, structural, and control-response analysis of aircraft with flexible wings and fuselages of high to moderate aspect ratio. Calculation options include nonlinear static and time-domain simulations, and linearized frequency-response Bode and eigenmode analyses.

<http://web.mit.edu/drela/Public/web/aswing/>

Copyright notice: “Copyright 1997 Massachusetts Institute of Technology. All rights reserved” or  
“Copyright 1997 MIT. All rights reserved”