

National Aeronautics and Space Administration
Ames Research Center
Moffett Field, California 94035-1000

This Agreement is NOT a License.

**SOFTWARE USAGE AGREEMENT
FOR GENERAL U.S. RELEASE**

of

NASA Ames Research Center SOFTWARE

_____ located at
(Name of RECIPIENT - use name of Company include Division or Department)

(hereinafter RECIPIENT) has requested that the United States Government as represented by the National Aeronautics and Space Administration, Ames Research Center, located at Moffett Field, California 94035-1000 (hereinafter NASA), release the following computer software:

Name of Software to be released: Chimera Grid Tools software package, version 2.0

NASA Technology Number: ARC-16025-1 (hereinafter SOFTWARE)

Description of Software: Chimera Grid Tools (CGT) is a software package that contains a collection of tools for performing computational flow simulation pre- and post-processing.

Additional information about the software is located at the following web site:

<http://www.nas.nasa.gov/~wchan/cgt/doc/man.html>

Under separate cover from the Technical Point of Contact, NASA Ames Research Center will provide RECIPIENT any and all computer codes and associated documentation required to implement the SOFTWARE.

Software code to be released: Source, Executable or both

NASA Technical Point of Contact:

Name: William M. Chan

Org Code: TNA

NASA Ames Research Center

Mail Stop: T27B-1

Moffett Field, CA 94035

Phone: 650-604-6607

E-mail: William.M.Chan@nasa.gov

The authority for NASA to release SOFTWARE is NASA Policy Directive (NPD) 2210.1.

Definitions: For purposes of this Agreement: i) software, as applied to the SOFTWARE, means a collection of one or more programs or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code); ii) "data", as used in this Agreement means recorded information, regardless of form, the media on which it may be

recorded, or the method of recording; and iii) "technical data" is defined as any specific information necessary for the development, production or use of the SOFTWARE. SOFTWARE shall also include documentation, technical data, reports, and papers.

NOW THEREFORE, in consideration of NASA releasing the SOFTWARE to RECIPIENT and granting RECIPIENT the right to:

- (i) use the SOFTWARE, reproduce and make derivative works thereof for non-commercial internal use only;
- (ii) release the SOFTWARE only to employees of RECIPIENT

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If the SOFTWARE is modified or enhanced under Government funding, RECIPIENT will provide NASA with the complete source code of the modified or enhanced version and RECIPIENT will assign all rights to the U.S. Government to the modified or enhanced version.

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13. This Agreement does not, in any manner, constitute an endorsement by NASA of any test results, resulting designs, hardware, or other matters resulting from use of the SOFTWARE.

14. This Agreement is not intended to create, constitute, give the effect of, or otherwise recognize a joint venture, partnership, agency, or formal business organization of any kind, and the rights and obligations of the undersigned and NASA shall be only those expressly set forth herein.

15. This Agreement does not, in any manner, constitute the grant of a license to RECIPIENT under any NASA copyright, patent, patent application or other intellectual property.

16. The restrictions on disclosure and distribution imposed by this Agreement shall apply to any software code developed by RECIPIENT that incorporates the SOFTWARE.

17. Any use of the SOFTWARE by RECIPIENT other than that authorized in this Agreement may result in liability of the RECIPIENT to the U.S. Government and/or other parties.

18. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with United States federal law for all purposes.

19. This Agreement constitutes the entire understanding and agreement between the parties hereto relating to release of the SOFTWARE and may not be superseded, modified or amended except by further written agreement duly executed by the parties.

20. The RECIPIENT shall not assign or otherwise transfer this Agreement nor any interest arising under it without the prior written consent of the Patent Counsel, NASA Ames Research Center, Mail Stop 202A-4, Moffett Field, CA 94035-1000

21. RECIPIENT shall inform all employees of RECIPIENT given access to the SOFTWARE of the restrictions specified herein, and RECIPIENT shall require that such employees be bound by such restrictions. Furthermore, **RECIPIENT represents that it has authority to bind such employees to the restrictions specified herein.**

23. Either NASA or RECIPIENT may terminate this Agreement, at any time by written notice to the other thirty (30) days before the desired date of termination. Upon termination of this Agreement, RECIPIENT shall return the SOFTWARE to NASA, or if so instructed, shall certify that the SOFTWARE has been destroyed and/or deleted from the computer systems on which it resided.

24. The effective date of this Agreement shall be the date of RECIPIENT'S execution of this Agreement as set forth below. The person signing below on behalf of RECIPIENT represents that he or she is a United States citizen or a U.S. person as defined in Paragraph 8 above and has the authority to sign this Agreement on behalf of RECIPIENT.

25. If RECIPIENT is interested in obtaining cad2srf and srf2cad compiled with CAPRI from CADNexus, please check the following box. RECIPIENT is responsible for obtaining the compiled cad2srf and srf2cad from CADNexus.

By checking this box RECIPIENT hereby gives permission to NASA to inform CADNexus that RECIPIENT is an authorized SOFTWARE RECIPIENT. RECIPIENT shall treat the compiled software from CADNexus as if it had been obtained under this Agreement.

26. The RECIPIENT agrees that a facsimile signature shall be valid and have full force and the same effect upon him/herself if an individual, or upon the company or entity if representing such, as original signatures

Executed on Behalf of RECIPIENT by:

Name (printed or typed)	Signature	Date
_____	_____	_____

Title

(Indicate formal title if signing as an authorized representative of a company or entity. If signing as an individual, fill in the Title line as "Individual")

Country of Citizenship:

If not an U.S. citizen, are you a resident alien? Yes No
Alien Registration Number: _____

Name of RECIPIENT:

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Software Custodian/User

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

E-mail: _____

Authorized Users*

US Citizens/Permanent Residents

(If a Resident Alien include Country of Citizenship and Alien Registration Number)

*[In the event that additional users are to be added, the NASA Ames Software Release Authority shall be notified in writing or via e-mail of the additional users that will use the SOFTWARE and technical data]. All additional users must meet the export control restrictions listed in paragraph 8 above.

Fax completed signed Agreement to: Software Release Authority, Technology Partnerships Division, NASA Ames Research Center, Mail Stop 202A-3, Moffett Field, CA 94035-1000. Phone 650-604-4865, Fax 650-604-1592