License for the Program Analyzer Generator (PAG)

V2.1cfront

This document is the research license agreement for the Program Analyzer Generator (PAG). The Program Analyzer Generator (PAG) is a tool for the generation of program analyzers.

The distribution fee for PAG is a donation of DM 1111.11 for each site. The fee is waived for universities. PAG is distributed in Unix "tar" format (possibly compressed by gzip).
LICENSING AGREEMENT (Research License)

The Program Analyzer Generator PAG computer software program (the “SOFTWARE”) is a tool for the generation of program analyzers. The SOFTWARE consists among others of the PAG-generator, the PAG-runtime library, and various frontends that allow to construct control flow graphs from input programs in a way that PAG-generated analyzers can access them.

The “Compiler Front End for C Programs” computer software program (the “C-FRONTEND”) integrated into PAG was developed by Dr. Susan B. Horwitz (C-FRONTEND-CREATOR). All rights, title, and interest in the C-FRONTEND are owned by the Wisconsin Alumni Research Foundation (WARF) which has granted a distribution license for the C-FRONTEND integrated into the SOFTWARE for the Saarland University.

The other parts of the SOFTWARE (except the C-FRONTEND) were developed by Saarland University.

The Saarland University (LICENSOR) grants to the LICENSEE a perpetual, non-exclusive, nonassignable, personal license to use the SOFTWARE, subject to the conditions set forth below.

1. Software: After execution of this agreement, and after receipt of the license fee, LICENSOR will furnish to LICENSEE source code for the SOFTWARE (written in C, Make, and C-shell languages) and available technical support documentation. Machine readable material will be furnished by ftp access or on a CD-ROM written in (possibly gzip-compressed) tar format, at the discretion of the LICENSOR.

2.1. Restricted License: Use of the SOFTWARE, or PAG generated analyzers, or any part thereof, or any software derived in whole or in part therefrom, is restricted to use by LICENSEE only, and may not include the following uses without prior written agreement of LICENSOR: (1) use of the SOFTWARE sold as a service, (2) use for commercial purposes, (3) distribution to a commercial user.

2.2. LICENSEE is authorized to use the SOFTWARE on all computers at the separate geographic locations itemized in paragraph 14 below (the SITES) and at no other locations. The SITES must include all locations from which remote (telephone or network) access will be made.

2.3. LICENSEE may not copy the SOFTWARE, or any part thereof in any form, except for backup or archiving purposes, and for the purpose of distribution of it to computers at the given SITES. LICENSEE agrees not to remove or destroy any proprietary markings or confidential legends placed upon or contained within the SOFTWARE and any related materials.

2.4. LICENSEE may not sell, rent, sublicense, or otherwise distribute in any manner whatsoever the SOFTWARE, or any part thereof, or any software derived in whole or in part therefrom, without the prior written approval of LICENSOR.

2.5. LICENSOR shall retain ownership of the SOFTWARE except of the C-FRONTEND. Any modifications or derivative works based on the SOFTWARE except of the C-FRONTEND shall be considered part of the SOFTWARE and ownership thereof shall be retained by LICENSOR, and shall be made available to LICENSOR upon request.

2.6. WARF shall retain ownership of the C-FRONTEND. Any modifications or derivative works based on the C-FRONTEND shall be considered part of the C-FRONTEND and ownership thereof shall be retained by WARF, and shall be made available to WARF and/or the C-FRONTEND-CREATOR upon request.

3. License Fee: The distribution fee is a donation of DM 1111.11 for each site itemized in paragraph 14 below. The fee is waived for universities.

4. Title: The agreement grants LICENSEE no title or right of ownership in the SOFTWARE, and no property rights in any copyrighted materials delivered hereunder.

1Note that any use by a company, government institution or any other non-academic institution is considered to be commercial use.
5. **Non-Disclosure**: LICENSEE agrees to receive and keep the SOFTWARE in confidence and not to disclose it to any third party without the express written consent of LICENSOR, and to protect the SOFTWARE with at least the same degree of care as LICENSEE uses to protect its own proprietary or confidential information.

6. **Proper Credit and Recognition**: Appropriate credit consists of including in any documentation and publications about research that involves PAG the following statements:

   1. This study made use of the Program Analyzer Generator (PAG) developed at the University of the Saarland.
   2. The “Compiler Front End for C Programs” Software Program was developed by Dr. Susan B. Horwitz of the University of Wisconsin-Madison. All rights, title, and interest in the software are owned by the Wisconsin Alumni Research Foundation.

   LICENSEE agrees to be mentioned as reference to others.

7. **Disclaimer of Warranty**: LICENSOR provides the SOFTWARE on an “as is” basis, and does not warrant its validity or performance. LICENSOR reserves the right to update, modify, or discontinue this software at any time. LICENSOR shall have no obligation to supply such updates or modifications or any other form of support to LICENSEE. All warranties, including without limitation, any warranty of merchantability or fitness for a particular purpose, are hereby excluded.

8. **Lack of Maintenance Services**: LICENSEE understands and agrees that LICENSOR (or any other person or entity with proprietary rights in the software licensed hereunder) is under no obligation to provide either maintenance services, update services, notices of latent defects, or correction of defects for the SOFTWARE.

9. **Limitation of Liability, Indemnification**: Even if advised of the possibility of such damages, under no circumstances shall LICENSOR (or any other person or entity with proprietary rights in the software licensed hereunder) be liable to LICENSEE or any third party for direct, indirect, or consequential damages of any character regardless of type of action, including, without limitation, loss of profits, loss of use, loss of good will, or computer failure or malfunction. LICENSEE agrees to indemnify LICENSOR (and any other person or entity with proprietary rights in the software licensed hereunder) for any and all liability it may incur to third parties resulting from LICENSEE's use of the SOFTWARE.

10. **Termination**: LICENSOR may terminate this agreement upon 30 days notice if the SOFTWARE becomes subject to any claim of infringement of patent, copyright, or trade secret, or if in the LICENSOR’s opinion such a claim is likely to occur. Either party may terminate this agreement at any time upon notice to the other party if the other party breaches a material provision of this Agreement. Upon any termination of this Agreement, LICENSEE shall immediately cease using the SOFTWARE, return to LICENSOR all copies of the SOFTWARE, purge all backup and archive sites of all copies of the SOFTWARE, and certify in writing to LICENSOR that it has destroyed all copies. LICENSEE's obligations of confidentiality shall survive termination of this agreement.

11. **Notices**: All notices required or permitted under this Agreement shall be sent via certified mail to the address set forth below or such other address as each party may specify in writing to the other. Notices shall be effective upon the third business day after mailing.

12. **German Law**: This agreement is deemed to be made under, and shall be governed by, the laws of Germany. Both parties consent to jurisdiction of Germany.

13. **Entire Agreement**: This Agreement represents the complete and exclusive statement of the agreements between the parties relating to the licensing of the SOFTWARE, and supercedes all prior agreements and representations between them relating to such licensing. This Agreement may not be modified except with the written approval of the LICENSOR.
14. **Definition of Sites:** The separate geographical locations referred to as SITES are listed below:

1. 
2. 
3. 

15. **Mailing Addresses:** A signed copy of the license, together with a check for the license fee made out to “Lehrstuhl für Programmiersprachen und Übersetzerbau – Prof. Dr. Reinhard Wilhelm” shall be mailed by LICENSEE to LICENSOR at the following address:

Lehrstuhl fuer Programmiersprachen und Uebersetzerbau  
z.H. Prof. Dr. Reinhard Wilhelm  
Universitaet des Saarlandes  
Fachbereich Informatik  
Postfach 15 11 50  
66041 Saarbruecken  
Germany

The licensed material is to be mailed by LICENSOR to LICENSEE at the following address:

__________________________________________  
(Name)  
__________________________________________  
(Electronic Mail (for notification of updates))  
__________________________________________  
(Organization)  
__________________________________________  
(Address)  
__________________________________________  
(Address)  
__________________________________________  
(Address)
16. **Representations and Warranties**: LICENSEE warrants and represents that it has read and agrees to the above stated terms and conditions and that the person signing this Licensing Agreement is an authorized signatory of LICENSEE.

LICENSEE (please print or type)

________________________________________
(Organization)

________________________________________
(Address)

________________________________________
(Address)

________________________________________
(Address)

________________________________________
(Signature)

________________________________________
(Name (print or type))

________________________________________
(Title)

________________________________________
(Date)