■ License to Use PHASE System Software

Terms and Conditions of the PHASE System Software License

PHASE System consortium gives explicit permission for anyone to use any or all of the software contained in the PHASE System program package that is maintained and made publicly available at the Phase System consortium site free of charge, subject to the terms and conditions detailed below.

1.　　　　Definition of PHASE System Software

PHASE System Software, which is same with "the PHASE system program packages", is any software maintained by PHASE System consortium and developed based on the software products which had been maintained by the Center for Research on Innovative Simulation Software (CISS) at the Institute of Industrial Science, the University of Tokyo and made publicly available at the CISS site until the end of 2012 fiscal year.

The PHASE System Software contains all of source programs, object programs, specifications, design specifications, data, implementation results, and instruction manuals, except for third-party software contents contained in the PHASE distribute packages for user convenience, e.g., BLAS, LAPACK, ScaLAPACK, EigenK, EigenExa, and EsmPack, etc.

2.　　　　Extent of Free Use

Users may use PHASE System Software free of charge to run their own data, and use any results obtained for their own personal use. Users also have the rights to copy, to modify PHASE System Software, to compile and run the modified software, and to use and make public their obtained results. However, users need to obey the described rule in the following item 3 of this document when to use and make public their results by using their modified PHASE System software. Other conducts, e. g., making a copy (copies) of the PHASE System Software and distributing it (them) to other users, etc., are not allowed except for the cases described in the item 7 of this document. For the other third-party software contents, e.g., BLAS, LAPACK, ScaLAPACK, EigenK, EigenExa and EsmPack, etc, which are contained in the PHASE distribute packages for user convenience, users must obey to the license descriptions in the corresponding software URL sites or manuals, "license.txt"'s or the source files in directories of BLAS, LAPACK, ScaLAPACK, ligEigen, and EsmPack, or the instruction manuals of the PHASE System Software.

3.　　　　Rules for Modification

If the user creates a modified version of PHASE System Software by modifying the software itself, by incorporating it into other software, or any other means; then uses it and makes public his or her obtained results, the user is obligated to make public with an explanation detailing how the software was modified, and the user is obligated to transfer the software which contains the modified part(s) to PHASE System consortium. The transferred software may be disclosed by the PHASE System consortium as a part of the PHASE System Software. A date of disclosing the transferred software is decided through a consultation between the transferred user and the PHASE System consortium. When the transferred software is disclosed, the user who transferred the software gives the rights that are given to users of the PHASE System Software to any users according to the description written in the item 2 of this document. The user who transferred the software can hold a copyright of the modified part.

Modification of the "copyright notice" of a source file contained in the PHASE System Software is prohibited in any reason except to update or add to modification records such as altering the name of the

program modifier or the date of modification.

4.   User Obligations

   To publicly acknowledge that results have been achieved using PHASE System Software, users are obligated to clearly display the name, and version, show an appropriate reference or the download URL site.
   We request that users report any bugs or problems they discover in using the PHASE System Software to PHASE System consortium. Users may not publicly announce or disclose bugs or problems they discover in the PHASE System Software without permission.

5.   No Warranty

   CISS, PHASE System consortium, and other concerned parties disclaim all warranties with respect to the quality, the performance, or the results of PHASE System Software, either expressed or implied. The user assumes sole responsibility for the use of the PHASE System Software including any damages or losses arising out of the use of the PHASE System software.

6.   Violations of Terms and Conditions

   If a user is found to be in violation of these Terms and Conditions, he or she agrees to immediately pursue any and all steps required by PHASE System consortium to get back into compliance.

7.   Use for Promoting Popularization by Public Organizations and Companies

   If a public organization or a company intends to have rights to distribute PHASE System Software and to give permissions to use the software to third users for promoting popularization of the PHASE System Software, the public organization or the company must file an application with PHASE System consortium before using the PHASE System software. The PHASE System consortium decides if the public organization or the company could have rights to distribute and to give permissions to use, then submits a report of the decision to "non-profit-organization of materials science software consortium (NPOMSSC)". If both the decisions by the PHASE System consortium and by NPOMSSC are positive, NPOMSSC concludes a contract of license agreement with the applied public organization or the applied company, if NPOMSSC decides to have the contract. The PHASE System consortium compiles and gives executable binary programs of the PHASE System software, or helps with giving information to make executable binary programs to the public organization or the company, after the positive decisions by the PHASE System consortium and NPOMSSC.