

NEST Software License

Version 1.0, 9 September 2011

Portions unique to NEST Copyright (c) 2011 NEST Developers.

Portions identical to the Geant4 license Copyright (c) Copyright Holders of the Geant4 Collaboration, 1994-2006.

Rights not expressly granted are reserved by NEST and/or Geant4.

Installation, use, reproduction, display, modification, and redistribution of the NEST software, with or without modification, in source or binary forms, are permitted on a non-exclusive basis. However, NEST plots from papers or the website must be credited, and exercise of rights by you under this license is subject to the following conditions:

1. Redistributions of this software, in whole or in part, with or without modification, must reproduce the above copyright notice and these license conditions for this software, as well as the copyright notice and license conditions of Geant4, the NEST user documentation, and any other materials provided with the official distribution.

2. Your own user documentation, if any, included with a redistribution must include the following notice:

"This product includes software developed by members of the NEST team (<http://nest.physics.ucdavis.edu>)."

This acknowledgment must be reproduced in the modified version of the software itself, if it is where third-party acknowledgments normally appear.

3. This software is a partial redistribution of Geant4 in a modified form, and is therefore subject to the conditions of the Geant4 license agreement as well. Furthermore, if the NEST software is again redistributed, in a modified form, the name and reference of the modified version must be clearly distinguishable from that of this software.

4. If you use the output of this software in any publication or presentation, including but not limited to the publishing of comparison(s) of the result(s) from an experiment to NEST, then you are required to cite all of the NEST papers listed on the website (<http://nest.physics.ucdavis.edu>) OR just the latest NEST paper together with the parenthetical remark "and ref. therein." You must also cite the latest Geant4 overview publications, enumerated on the above website as well.

5. The code has been made openly available, for ease of use (compiling/linking) and for easy understanding of what physics is being utilized in the simulation; however, any significant changes which you make resulting in different simulated physics leading to results and/or conclusions distinct from the official public version of NEST, as well as changes which you distribute of your own accord outside of your home institution and/or your own collaboration or experimental group, must be shared with the NEST team and its community of users (via e-mail to mmszydagis@ucdavis.edu and the NEST listhost: nest@physics.ucdavis.edu).

6. Please concisely list in your publication(s) or talk(s) all modifications which you may have developed on your own, including but not limited to bug fixes, patches, upgrades, improvements, or other enhancements or derivatives of the features, functionality, or performance of this software. By creating any modifications, you are deemed to have granted NEST a license to said modifications, including modifications protected by any patent owned by you, under the conditions of this license.

7. You may not include this software in whole or in part in any patent or patent application in respect of any modification of this software developed by you.

8. DISCLAIMER

THIS SOFTWARE IS PROVIDED BY THE MEMBERS OF THE NEST TEAM AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE ARE DISCLAIMED. THE MEMBERS OF THE NEST TEAM AND CONTRIBUTORS MAKE NO REPRESENTATION THAT THE SOFTWARE AND MODIFICATIONS THEREOF, WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT.

9. LIMITATION OF LIABILITY

THE MEMBERS OF THE NEST TEAM AND CONTRIBUTORS SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, OR BUSINESS INTERRUPTION, HOWEVER CAUSED AND ON ANY THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. This license shall terminate with immediate effect and without notice if you fail to comply with any of the terms of this license, or if you institute litigation against any member of the NEST development team with regard to this software.