Academic Usage of the original work will **ONLY** be granted after the license agreement included after this page is:

- 1) Printed on letterhead of the university department or research institute,
- 2) Signed by the department head, including date and stamp of the department,
- 3) Then scanned and, including the above, emailed to: Zeyu Huang (zeyu.huang@tuwien.ac.at).

If you want to cite the simulator, please use:

# Vienna 5G Link Level Simulator License Agreement

Institute of Telecommunications TU Wien, Austria Gusshausstrasse 25/389, A-1040 Vienna, Austria Email: sim-download@nt.tuwien.ac.at Web: http://www.nt.tuwien.ac.at/vccs

### I. LICENSE AGREEMENT

These terms ("license for the Vienna 5G Link Level Simulator") refer to the use of the Vienna 5G Link Level Simulator (the "Original Work"), developed by the Institute of Telecommunications, TU Wien (the licensor).

#### A. Academic Usage

Academic Usage in the context of this license describes the use of the Original Work in scientific projects without any reimbursement or financial claims that bear on results derived by the Original Work, but subject however to the restrictions provided for in Clause B herein below. The main goal in the sense of Academic Usage shall be to obtain scientifically significant results that can be used for publication.

The license for Academic Usage is only grated to a licensee that is either student at a university or employed at such university. Once this status changes, e.g, the person is partially or fully employed at some company, the agreement ends. The licensee is responsible for ensuring that no copies are handed to third parties that would violate such university status.

Companies (no matter profit-oriented or not) are not allowed for free usage and have to contact the licensor before usage.

#### B. Grant of copyright license

Licensor grants You a worldwide, royalty-free, non-exclusive, non-sub-licensable license, restricted to non-commercial use, for the duration of the copyright, to install the Original Work and any Derivative Works thereof on one personal computer. The license allows You to:

- 1) Use the Original Work only for Academic Usage. Any usage of the Original Work, entirely or in part or modified, requires the proper citation, e.g. as reference in a publication.
- 2) Translate, adapt, alter, transform, modify, or arrange the Original Work, thereby creating derivative works ("Derivative Works") based upon the Original Work. Distribution, either royalty-free or commercially, in parts or in modified form of the Original Work, i.e. also of Derivative Works, is prohibited and not covered by "Academic Usage".
- 3) Display results derived from the Original Work, or in modified form, publicly, without commercial usage.

## C. Grant of source code license

The term "Source Code" means the preferred form of the Original Work for making modifications to it and all available documentation describing how to modify the Original Work. Licensor agrees to provide a machine-readable copy of the Source Code of the Original Work along with each copy of the Original Work that Licensor distributes. Licensor reserves the right to satisfy this obligation by placing a machine-readable copy of the Source Code in an information repository reasonably calculated to permit inexpensive and convenient access by You for as long as Licensor continues to distribute the Original Work.

## D. Exclusions from license grant

Neither the names of Licensor, nor the names of any contributors to the Original Work, nor any of their trademarks or service marks, may be used without express prior permission of the Licensor, except as expressly provided otherwise in Clause B1 herein above. Except as expressly stated herein, nothing in this License grants any license to Licensor's trademarks, copyrights, patents, trade secrets or any other intellectual property. No license is granted to the trademarks of Licensor even if such marks are included in the Original Work. Nothing in this License shall be interpreted to prohibit Licensor from licensing under terms different from this License any Original Work that Licensor otherwise would have a right to license.

## E. Warranty of provenance and disclaimer of warranty

Licensor warrants that the copyright in and to the Original Work is owned by the Licensor or is sub-licensed to You under the terms of this License with the permission of the contributor(s) of those copyrights and patent rights. Except as expressly stated in the immediately preceding sentence, the Original Work is provided under this License on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of non-infringement, merchantability or fitness for a particular purpose. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential part of this License. No license to the Original Work is granted by this License except under this disclaimer.

# F. Limitation of liability

Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Licensor be liable to anyone for any indirect, special, incidental, or consequential damages of any character arising as a result of this License or the use of the Original Work including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to the extent applicable law prohibits such limitation.

# G. Termination

If, at any time, You infringe upon the grants of this License, it shall terminate immediately and You may no longer exercise any of the rights granted to You by this License.

# H. Publication of Your contact data

The term "contact data" includes Your department, Your institution and Your e-mail address. The licensor has the permission to publish Your contact data together with the granted license on a dedicated website. The licensor warrants to use Your contact data for no other purpose.

We hereby state that we apply to all conditions defined above in the "Vienna 5G Link Level Simulator License Agreement" and that the usage of the "Vienna 5G Link Level Simulator" will exclusively fall under the scope of "Academic Usage".

department head signature

contact person

university address