

**Multiple Site License**  
**NIST Standard Reference Database 23**  
**NIST Reference Fluid Thermodynamic and Transport Properties**  
**Database (REFPROP): Version 9.1**

This document is a non-exclusive, non-transferable, non-assignable and limited License agreement between the National Institute of Standards and Technology, U.S. Department of Commerce, (NIST) and \_\_\_\_\_ (“Licensee”).

**DEFINITIONS**

**Multiple Sites** – defined as the physical locations of the companies, branches, consulting organizations, research groups and other components of the worldwide entity \_\_\_\_\_, including but not limited to: \_\_\_\_\_.

**1. GRANT OF RIGHTS, TERMS AND CONDITIONS**

Upon acceptance of this agreement, NIST (“Licensor”) shall grant Licensees at locations named above a non-exclusive, non-assignable and non-transferable license for an unlimited number of Authorized Users the rights to use the NIST Standard Reference Database 23 – NIST Reference Fluid Thermodynamic and Transport Properties Database (REFPROP: Version 9.x – all versions of 9.x up to but not including 10.0).

Licensee may use REFPROP, including the Dynamic Link Library (DLL) ( hereinafter referring to the DLL distributed directly by NIST or to any other part of a compiled object generated by incorporating the REFPROP source code) and related files containing fluid and mixture coefficients as supplied by NIST in Version 9.1 as integral parts of its own and third party programs licensed to Licensee. In connection with such use, Licensee’s consultants and vendors of third party programs may create and incorporate into third party programs, application program interfaces and pathways by which such third party programs may access REFPROP; provided, however, that the foregoing will not be construed as providing such consultants and vendors with any right or license to use REFPROP or to license others to use REFPROP.

If Licensee wishes to enter into a site license for REFPROP 10.0, it must reach a new agreement with NIST.

**2. COPYRIGHT AND USE RESTRICTIONS**

Copyright protection of NIST Standard Reference Database 23 has been secured by the U.S. Department of Commerce in the United States and in other countries that are parties to the Universal Copyright Convention, pursuant to Section 290(e) of Title 15 of the United States Code. Licensee is responsible and accepts responsibility for ensuring that Licensee’s Authorized Users comply with all copyright and usage provisions under the agreement. Under no circumstances or conditions shall Licensee sublicense or otherwise transfer the use of the Licensed Service, nor shall Licensee or Licensee’s Authorized User reproduce, distribute, augment, change or modify any material, including the Dynamic Link Library (DLL), source code, or executable files unless permission to do so is expressly granted in writing by NIST. Licensee and its Authorized Users may not reproduce or distribute copies of the licensed material

to anyone other than the Authorized Users, for any reason or purpose, unless approved by NIST in writing prior to such use. Licensee shall not place any of the REFPROP software on any network accessible to non-authorized users.

Authorized Users specified in the License are NOT permitted to do the following:

- allow any other than an Authorized User to use or access the database
- create a searchable archive of any portion of the database
- develop a commercial package from any portion of the database and in turn, distribute package in any mode or medium to additional customers
- alter or modify any portion of the database
- delete or remove, in any form or format, any copyright information or notice.

### 3. LICENSE FEES

Licensee shall be given access to the database upon full payment of the appropriate fee and acceptance of this agreement. Licensee understands that payment will be due in advance in order to access the database. Licensee agrees that the license granted herein shall not take effect until NIST has received full payment of the appropriate subscription fee.

For use in all companies, branches, consulting organizations, research groups and other components of the worldwide entity \_\_\_\_\_, Level \_\_\_\_\_ a one-time payment is: \$\_\_\_\_\_.

#### Multiple Site Price List

Multiple Locations - Level 1	2-10 locations	\$6,500
Multiple Locations - Level 2	11-50 locations	\$12,500
Multiple Locations - Level 3	51-100 locations	\$25,000
Multiple Locations - Level 4	101+ locations	\$37,500

### 4. NO WARRANTY

NIST strives to deliver a high-quality database and to verify that the data contained therein have been selected on the basis of sound scientific judgment. However, NIST makes no warranties, express or implied, of any type including no warranty of merchantability or fitness for a particular purpose. NIST shall not be liable for any damage that may result from errors or omissions in the database.

### 5. TERMINATION

Licensee may terminate this agreement for any reason, at any time. This agreement may be terminated by NIST in the event of any breach of the terms of this agreement by the Licensee. NIST shall notify the Licensee in writing of its intention to terminate the agreement for cause and will allow customer thirty (30) days to correct the breach after the date or receipt of written notification.

IN WITNESS THEREOF, the parties hereto have affixed their signatures below:

**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY**  
**U.S. Department of Commerce**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name of Authorized Signatory:** Adam G. Morey Sr.  
Group Leader Standard Reference Data  
National Institute of Standards and Technology  
Material Measurement Laboratory  
**Address:** 100 Bureau Drive  
MS 2300  
Gaithersburg, MD 20899  
**Contact:** 301-975-3173

**LICENSEE:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name of Authorized Signatory:** \_\_\_\_\_  
**Organization Name:** \_\_\_\_\_  
**Number of Locations:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact E-Mail:** \_\_\_\_\_  
**Date:** \_\_\_\_\_