GOVERNMENT AGENCY AND CONTRACTOR SOFTWARE USER ACKNOWLEDGMENT

The Regents of the University of California (the "University") operator of Los Alamos National Laboratory for the U.S. Department of Energy ("DOE") has developed software identified as LAGriT ("Software") in which the U.S. Government and other acting on its behalf have a paid-up, nonexclusive, irrevocable worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly.

(hereinafter referred to as "USER") desires to obtain a copy of the object code and/or source code and associated documentation, if any, for Software to use for Government purposes and makes the following acknowledgments and representations to the University:

- 1. The University owns the copyright in the Software and has the right to request permission from the DOE to exercise its ownership rights in the copyright to the Software.
- 2. The Software is a research tool that is still under development and is being supplied AS IS, without any accompanying services or improvements from the University, and is being supplied under the Government license or to encourage scientific collaboration or demonstration and testing aimed at further development and application of the Software. USER WILL MAKE NO COMMERCIAL USE OR APPLICATION OF THE SOFTWARE WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE UNIVERSITY.
- 3. A copy of Software and supporting documentation, if any, will be loaned to USER under this Acknowledgment on the basis of the representations and acknowledgments of USER herein and ownership of Software will remain with the University. The Software and any supporting documentation, and any copies made by USER, will be returned to the University when USER has completed its use of the Software.
- 4. USER intends to use the Software solely for its internal purposes and understands that it has no right to distribute or transfer the Software to any person without prior written permission from the University.
- 5. The University does not authorize the USER to copy the Software, in whole or in part, except as required for use by USER on a designated system, for modification of the Software, for backup purposes, or for archive purposes. Any notice or notices appearing on the software furnished by the University will be included on any copies made of the Software for any purpose. USER has procedures to maintain records of the number and location of any copies made by USER of the Software and of any modifications and derivative works made by USER.
- 6. USER is authorized to provide access to the Software in any form, i.e., object code, source code, program listings, and the like, only to U.S. citizens. USER has agreements with all persons having access to the Software that the Software will not be disclosed or disseminated to others and that no use will be made of the Software contrary to USER's acknowledgments and representations.
- 7. The Software will be used at a single computer site. A separate Acknowledgment is required for each site at which the Software will be used.
- 8. Title to the Software and any material associated therewith shall at all times remain with the University and the USER will take no action in derogation of the University's title, including the making of unauthorized copies, any use or transfer of the Software without the written

- permission of the University, or the use of any portion of the Software apart from the entire Software.
- 9. USER will provide to the University any enhancements and derivative works made by USER to the software. The enhancements and derivative works may be used royalty-free by the University and may be transferred to other users of the Software.
- 10. USER understands its obligations under applicable United States and foreign laws, regulations, rules, and decrees with respect to any transfer of the Software and related technical data to foreign countries, including the U.S. Foreign corrupt Practices Act, the Arms Control Act, the Export Administration Act, the U.S. Anti-Boycott Laws, and any regulations promulgated thereunder, including the International Traffic in Arms Regulations (ITAR), and the U.S. Export Administration Regulations (EAR). FAILURE TO CONFORM TO SUCH LAWS, REGULATIONS, RULES, AND DECREES MAY RESULT IN CRIMINAL LIABILITY UNDER U.S. LAW.

11. <i>A</i>	All liaison between USER and the Univ	versity shall be between the following:
J	USER	UNIVERSITY
_		Carl Gable, EES-6
_		MS T003, P.O. Box 1663
_		Los Alamos National Laboratory
_		Los Alamos, NM 87545
_		FAX: 505-665-3687
_		505-665-3533
_		gable@lanl.gov
	This Acknowledgment is to be construed of the State of New Mexico.	d, interpreted, and applied in accordance with the laws
Ţ	JSER:	UNIVERSITY: Carl Gable
E	Зу:	By:
7	Γitle:	Title: Team Leader, Grid Generation for
		Geological Applications
Ι	Date:	Date: