NONCOMMERCIAL SOFTWARE LICENSE AGREEMENT

The Regents of the University of California, a constitutional California corporation, at Los Alamos National Laboratory (hereinafter referred to as "UNIVERSITY" and ________________

____

(hereinafter referred to as "LICENSEE") agree as follows:

1. UNIVERSITY grants to LICENSEE a fully-paid, nonexclusive, nontransferable and noncommercial license to use, for research, development, evaluation, and demonstration purposes only, the computer software and associated documentation identified as LAGriT (hereinafter called "the Software").
2. The term of this agreement is for 5 years from the date signed and LICENSEE will cease any use of the Software on that date. The termination date may be extended by an amendment to this agreement signed by UNIVERSITY and LICENSEE.
3. LICENSEE acknowledges that the Software is a research tool under development by the UNIVERSITY; that it is being supplied AS IS, without any accompanying maintenance or updates from the UNIVERSITY; and that this license is entered into in order to evaluate, further develop, and/or expand applications of the Software in collaboration between UNIVERSITY and LICENSEE.
4. Because of the collaborative nature of this agreement, this license is royalty-free.
5. The UNIVERSITY and/or the U.S. Government retain ownership of all rights in the Software and the copyright subsisting therein. No rights are granted to LICENSEE except as expressly recited in this agreement. A copy of the Software will be loaned to LICENSEE upon execution of this agreement and this copy, and any other copies thereof, will be returned to UNIVERSITY or destroyed upon termination of this agreement.
6. LICENSEE agrees to provide UNIVERSITY with any enhancements, including complete translations, made by LICENSEE to the Software. Such enhancements shall be usable royalty-free by the UNIVERSITY at Los Alamos National Laboratory and by the U.S. Government for U.S. government purposes, and may be copied and distributed by the UNIVERSITY and the U.S. Government to other users of the Software.
7. LICENSEE agrees it shall not distribute or transfer the Software to any other person without prior written permission of UNIVERSITY.
8. LICENSEE agrees to use the Software at a single computer Site identified as

   ____

   A separate license is required for each Site at which the Software will be used. LICENSEE will maintain written record of the location of all copies of the Software made by LICENSEE.
9. LICENSEE agrees not to copy the Software, in whole or in part, except as required for use by LICENSEE at the designated Site, for modifications to the software, for backup purposes, or for archival purposes. LICENSEE may modify the Software for its own use; provided, however, that any and all updated versions of the Software remain the property of UNIVERSITY and all conditions of this agreement apply to such modifications. Further, LICENSEE agrees to maintain records of such modifications and to supply UNIVERSITY with copies of any modifications and updates and all related information.
10. LICENSEE shall observe all applicable United States and foreign laws, regulations, rules and decrees with respect to the transfer of the Program and related technical data to foreign countries, including, without limitation, the U.S. Foreign Corrupt Practices Act, the Export

Administration Act, the U.S. Anti-Boycott Laws, and any regulations promulgated thereunder, including, but not limited to, the International Traffic in Arms Regulations (TTAR).

11. This license and the Software are provided WITHOUT warranty of merchantability or fitness for a particular purpose or any other warranty, expressed or implied. UNIVERSITY makes no representation or warranty that the Software will not infringe any copyright or other proprietary right of any other person.
    IN NO EVENT WILL UNIVERSITY OR THE U.S. GOVERNMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM EXERCISE OF THIS LICENSE OR THE USE OF SOFTWARE.
12. LICENSEE agrees to indemnify UNIVERSITY and the U.S. Government and their officers, employees, and agents, against all damages, costs, and expenses, including attorneys' fees, arising from use of Software by LICENSEE under this agreement, including, but not limited to, the making, using, selling or exporting of products, processes, or services derived therefrom. This indemnifications shall include, but shall not be limited to, indemnification for any product liability.
13. LICENSEE agrees to take all reasonable precautions to maintain the Software in confidence and to use at least the same degree of care as it uses in protecting its own proprietary information.
14. All liaison between UNIVERSITY and LICENSEE shall be as follows:

LICENSEE	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

15. This Acknowledgment shall be construed, interpreted, and applied in accordance with the laws of the State of New Mexico. Any legal action arising out of this agreement or use of the Software under this agreement shall be filed in a court of competent jurisdiction in the State of New Mexico.

USER: ____________________	UNIVERSITY: Carl Gable
By: ______________________	By: ______________________________
Title: ____________________	Title: Team Leader, Grid Generation for
____________________	Geological Applications
Date: ____________________	Date: ______________________________