



SCHEDULE A (Government Use)

1. Organization Requesting Software: _____

User:		Administrative Contact (if different from User):	
Name:	Name:	Address:	Address:
Address:	Address:	Address:	Address:
City, State:	City, State:	Zip:	Country:
Zip:	Country:	Telephone:	FAX:
Telephone:	FAX:	email:	email:

2. Software:

STOMP (Subsurface Transport Over Multiple Phases)

Check one or more of the following modules:

- STOMP-W (Water)
- STOMP-WAE (Water-Air-Energy)
- STOMP-WO (Water-Oil)
- STOMP-WOA (Water-Oil-Air)
- STOMP-WS (Water-Salt)
- STOMP-CO2 (Water-CO2-Salt)
- STOMP-HYD (Water-CO2-CH4-Salt-Energy)

Documentation: **STOMP Application, Theory, and User Guides**

3. Special Provisions: U.S. Government Use Only.

This Software is provided for use on Federally funded projects only. If User desires to utilize the software in any other capacity, User must acquire a commercial license from Battelle Memorial Institute (BMI), Attention Sr. License Associate, MSIN K1-53, P.O. Box 999, Richland, Washington 99352. The U.S. Government has rights in this Software in accordance with DEAR 970.5227-2, but BMI has retained all copyrights.

4. Sponsoring Agency: _____ Federal Contract Number: _____

The undersigned has read and agreed to the terms of this Software User Agreement.

User's Agency or Contractor:

Signed By: _____

Print Name: _____

Title: _____

Date: _____

PACIFIC NORTHWEST NATIONAL LABORATORY SOFTWARE USER ACKNOWLEDGMENT

Pacific Northwest National Laboratory (PNNL) will transmit a copy of the computer software identified on Schedule A, together with associated documentation (all known as "Software"), provided the organization or individual (User) signing Schedule A acknowledges the following conditions:

1. The Software resulted from work conducted under a U.S. Government contract, and permission to establish claim to copyright by Battelle Memorial Institute (the operating contractor of PNNL, "Battelle") has been granted by the U.S. Government. All non-U.S. Government rights are reserved and administered by Battelle.
2. U.S. GOVERNMENT RIGHTS NOTICE. These data were produced by Battelle under Contract No. DE-AC05-76RLO1830 with the U.S. Department of Energy (DOE). For a five-year period from January 12, 2010, the U.S. Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the U.S. Government. There is provision for the possible extension of the term of this license. Subsequent to that period or any extension granted, the U.S. Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. The specific term of the license can be identified by inquiry made to Battelle or DOE. Neither the United States nor DOE, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any data, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

This Notice shall be marked on any reproduction of this data in whole or in part.

3. In order to facilitate the maximum usefulness to the public, the User is requested to:
 - Notify PNNL of any publication of new findings that may be discovered through the use of the Software.
 - Communicate any errors it discovers in the Software to the code developers at PNNL.
 - Make available to PNNL any nonproprietary improvements or modifications to the Software code.

It should be noted that modifications of the Software that are not later incorporated by PNNL into the standard version of the Software will not be supported by PNNL, but may be supported by others.

4. **User recognizes that the Software code is provided by PNNL on an as-is basis without support. Neither the U.S. Government nor the U.S. Department of Energy, nor any of their employees, nor Battelle Memorial Institute, nor any of its affiliates or subsidiaries, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.**
5. If Software maintenance, support, or upgrades are made available by PNNL, they will be provided only to those Users who have signed and returned to PNNL Schedule A on the reverse side hereof.
6. User's subcontractors, consultants, visiting scientists, etc., are authorized to use the Software only on projects funded by the Federal Government.
7. User represents and warrants that it shall not export the Software from the United States directly or indirectly without first complying with all requirements of the Export Administration Regulations, including the requirement for obtaining any export license, if applicable.