This document constitutes a binding license agreement (the "License Agreement") between the University of Rochester, through its Flash Center for Computational Science (hereafter, "we", "us" or the "Center") and users outside the Center ("users") regarding the dissemination of the "FLASH Code" by the Center and use of the FLASH Code by users. Users are responsible for following all applicable rules described below.

- 1. Public Release. Publicly released versions of the FLASH Code are available via the Center's website. We expect to include any external contributions to the Code in public releases that occur after the end of negotiated testing period with users.
- 2. Decision Process. Release of the FLASH Code to users not located at the University of Chicago or at the University of Rochester is governed solely by the Center's Director and Management Committee at the University of Rochester; decisions related to public release of the FLASH Code will be made in the same manner.
- 3. License and Distribution Rights. The University of Chicago owns the copyright to the FLASH Code developed by the members of the Flash Center. The University of Rochester serves as the exclusive operator of the Flash Center for Computational Science and holds a perpetual, worldwide, fully transferable, fully sublicensable and fully enforceable license of the FLASH Code. External contributors to the FLASH Code may choose to be included in the Copyright Assertion. Users of the FLASH Code pursuant to this License Agreement agree that the FLASH Code, or any part of the code, can only be released and distributed by the Flash Center; individual users of the FLASH Code are not free to re-distribute the FLASH Code, or any of its components, outside the Center. All users of the FLASH Code must accept the online version of this License Agreement at https://flash.rochester.edu. Distribution of the FLASH Code can only occur once the user accepts the License Agreement. For those users who accept this License Agreement and who are granted access to the FLASH Code, the Center grants to those users a non-exclusive, non-transferable, non-sublicensable right to use the FLASH Code, subject to the terms of this License Agreement.
- 4. Modifications and Acknowledgments. Users may make modifications to the FLASH Code, and they are encouraged to send such modifications to the Center. Users are not free to distribute the FLASH Code to others, as noted in Section 3 above. As resources permit, we will incorporate such modifications in subsequent releases of the FLASH Code, and we will acknowledge these external contributions. Note that modifications that do not make it into an officially released version of the FLASH Code will not be supported by us. If a user modifies a copy or copies of the FLASH Code or any portion of it, thus forming a work based on the FLASH Code, to be included in a FLASH release it must meet the following conditions:
 - (a) The software must carry prominent notices stating that the user changed specified portions of the FLASH Code. This will also assist us in clearly identifying the portions of the FLASH Code that the user has contributed.
 - (b) The software must display the following acknowledgement: "This product includes software developed by and/or derived from the Flash Center for Computational Science (https://flash.rochester.edu) to which the U.S. Government retains certain rights."
 - (c) The FLASH Code header section, which describes the origins of the FLASH Code and of its components, must remain intact, and should be included in all modified versions of the code.

Furthermore, all publications resulting from the use of the FLASH Code, or any modified version or portion of the FLASH Code, must acknowledge the Flash Center for Computational Science; addition of the following text to the paper acknowledgments will be sufficient:

"The software used in this work was developed in part by the DOE NNSA- and DOE Office of Science-supported Flash Center for Computational Science at the University of Chicago and the University of Rochester."

The Code header provides information on software that has been utilized as part of the FLASH development effort. The Center website includes a list of key scientific journal references for the FLASH Code. We request that such references be included in the reference section of any papers based on the FLASH Code.

- 5. Commercial Use. All users interested in commercial use of the FLASH Code must obtain prior written approval from the Director of the Center. Use of the FLASH Code, or any modification thereof, for commercial purposes is not permitted otherwise.
- 6. Bug Fixes and New Releases. As part of the FLASH Code dissemination process, the Center has set up and will maintain as part of its website mechanisms for announcing new FLASH Code releases, collecting requests for FLASH Code use and collecting and disseminating relevant documentation. We support the user community through mailing lists and by providing a bug report facility.
- 7. User Feedback. The Center requests that all users of the FLASH Code notify the Center about all publications that incorporate results based on the use of the code, or modified versions of the code or its components. All such information can be sent to info@flash.rochester.edu.
- 8. No Assignment. User may not assign or otherwise transfer any of its rights or obligations under this Agreement.
- 9. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of New York.
- 10. Disclaimer. The FLASH Code was prepared, in part, as an account of work sponsored by an agency of the United States Government.

THE FLASH CODE IS PROVIDED "AS IS" AND THE UNITED STATES, THE UNIVERSITY OF CHICAGO, THE UNIVERSITY OF ROCHESTER, THE CENTER, ANY CONTRIBUTORS TO THE FLASH CODE, OR ANY OF THEIR EMPLOYEES OR CONTRACTORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE FLASH CODE OR THAT THE FLASH CODE WILL BE FREE FROM DEFECTS.

IN NO EVENT WILL THE UNIVERSITY OF CHICAGO OR THE UNIVERSITY OF ROCHESTER OR THE CENTER OR ANY CONTRIBUTORS TO THE FLASH CODE OR ANY OF THEIR TRUSTEES, EMPLOYEES, FACULTY, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SOFTWARE. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL THE UNIVERSITY CHICAGO OR THE UNIVERSITY ROCHESTER OR THE CENTER HAVE ANY LIABILITY OF ANY KIND (MONETARY OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE.

Signature:	 Date: _	
Printed Name:		