

**CAMP SNAP User's Group
(CAMP-SUG) Membership
Software License Agreement**

This "License Agreement" is entered into between _____

(“Licensee”), and Applied Programming Technology, Inc. (“APT”), located at 240 Market St., Box 8B Suite 301, Bloomsburg, PA, 17815-1951.

1. DEFINITIONS

"Licensed Software" means any machine readable materials (including, but not limited to, executable files, libraries, source files, header files, and data files), user manuals, programming guides and other documentation provided to you by APT under this Agreement. This includes the RELAP5 plug-in to the Symbolic Nuclear Analysis Package (SNAP) and any additional software that may be made available by APT to the CAMP SNAP User's Group (CAMP-SUG) members.

2. LICENSE TO USE.

APT grants the Licensee a non-exclusive and non-transferable license (the “License”) for the internal use only of the licensed software and documentation and any error corrections provided by APT (collectively, "Licensed Software").

3. LICENSE RESTRICTIONS

Licensee agrees not to use this software for commercial training classes without prior written approval from APT.

Licensee may duplicate Licensed Software for internal use only. Licensee agrees to reproduce any copyright and other proprietary right notices on any such copies. Except as otherwise provided by law, Licensee may not modify or create derivative works of the Licensed Software, or reverse engineer, disassemble or decompile binary portions of the Licensed Software, or otherwise attempt to derive the source code from such portions of the Licensed Software.

4. NO SUPPORT

APT is under no obligation to provide any type of support for the Licensed Software or to provide Licensee with updates or error corrections (collectively "Software Updates"). If APT, at its sole option, supplies Software Updates to Licensee, the Software Updates will be considered part of Licensed Software, and subject to the terms of this Agreement.

5. LICENSE TERM

This Agreement will commence on the date on which Licensee signs this Agreement (the "Effective Date") and remains in force until Licensee stop using the Software or until APT terminates the License because of Licensee’s failure to comply with any of terms and conditions of this Agreement.

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6. TERMINATION OF AGREEMENT

Licensee may terminate this Agreement at any time by written notice to APT. Licensee, upon termination, shall destroy all copies of the Licensed Software and provide written confirmation of the destruction to APT within ten (10) days of termination. Either party may terminate this Agreement immediately should any Software become, or in either party's reasonable opinion be likely to become, the subject of a claim of infringement of any intellectual property right. This Agreement will terminate immediately without notice from APT if you fail to comply with any provision of this Agreement. Upon termination or expiration of this Agreement, you shall immediately cease use of and destroy Licensed Software and any copies thereof. Rights and obligations under this Agreement which by their nature should survive, will remain in effect after termination or expiration hereof.

7. CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" means any information, whether oral, written or otherwise, that relates to (i) business and technical information and any source code or binary code which APT discloses to Licensee related to Licensed Software; and (ii) the terms, conditions, and existence of this Agreement. Licensee may not disclose Confidential Information or use it except for the purposes specified in this Agreement. Licensee will protect the confidentiality of Confidential Information to the same degree of care, but no less than reasonable care, as Licensee uses to protect its own Confidential Information.

Licensee acknowledges and agrees that any breach of this Agreement will cause injury to APT for which money damages would be an inadequate remedy and that, in addition to remedies at law, APT is entitled to equitable relief as a remedy for any such breach.

Licensee's obligations regarding Confidential Information will expire no less than five (5) years from the date of receipt of the Confidential Information, except for APT source code which will be protected in perpetuity. Licensee agrees that Licensed Software contains trade secrets of APT. Notwithstanding any provisions contained in this Agreement concerning nondisclosure and non-use of the Confidential Information, the nondisclosure obligations will not apply to any portion of Confidential Information that a Licensee can demonstrate in writing is: (i) now, or hereafter through no act or failure to act on the part of Licensee becomes, generally known to the general public; (ii) known to Licensee at the time of receiving the Confidential Information without an obligation of confidentiality; (iii) hereafter rightfully furnished to Licensee by a third party without restriction on disclosure; or (iv) independently developed by Licensee without any use of the Confidential Information.

8. DISCLAIMER OF WARRANTY.

Licensed software is provided "as is". All express or implied conditions, representations, and warranties, including any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement, are disclaimed, except to the extent that such disclaimers are held to be legally invalid.

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9. LIMITATION OF LIABILITY

Licensee acknowledges that the Licensed Software is experimental. Licensee acknowledges that the Licensed Software may have defects or deficiencies which cannot or will not be corrected by APT. Licensee will hold APT harmless from any claims based on Licensee's use of the Licensed Software for any purposes other than those of internal evaluation, and from any claims that later versions or releases of any Licensed Software furnished to Licensee are incompatible with the Licensed Software provided to Licensee under this Agreement.

Licensee shall have the sole responsibility to protect adequately and backup Licensee's data and/or equipment used in connection with the Licensed Software. Licensee shall not claim against APT for lost data, re-run time, inaccurate output, work delays or lost profits resulting from Licensee's use of the Licensed Software.

Neither party will be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage.

10. U.S. GOVERNMENT RIGHTS

If this Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the Software and accompanying documentation shall be only as set forth in this license; this is in accordance with 48C.F.R. 227.7201 through 227.7202-4 (for Department of Defense (DoD) acquisitions) and with 48C.F.R. 2.101 and 12.212 (for non-DoD acquisitions).

11. GENERAL TERMS

This Agreement shall be governed by, and interpreted in accordance with, applicable Federal law and regulations. To the extent the applicable Federal law does not apply and existing state law could become applicable to this Agreement, the laws of the State of Pennsylvania shall apply. Disputes between the parties relating to the execution, performance, validity, interpretation or construction of this Agreement that cannot be resolved amicably by the parties shall be submitted to the exclusive jurisdiction of the Board of Contract Appeals or Court of Federal Claims in accordance with the Contract Disputes Act. The U.N. Convention for the International Sale of Goods and the choice of law rules of any jurisdiction will not apply.

Licensed Software and technical data delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import as may be required after delivery to Licensee. APT shall not be liable for Licensee's failure to comply with any state, federal or international law, rule or regulation, applicable to the Licensed Software.

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement,

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without the prior written consent of the other party, except that APT, at its sole discretion, may assign this Agreement to an affiliated company.

If any provision of this Agreement is inconsistent with, or cannot be fully enforced under, the law, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. This Agreement may only be modified in writing signed by an authorized officer of APT.

12. REPORTING DEFECTS

Errors or defects discovered by the licensee will be reported to APT as soon as practicable.

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APT and Licensee have executed this License Agreement as evidenced by their respectively authorized representatives signing on the respective date(s) set forth below:

Company/Organization

Signature (Date)

Printed Name

Title (Position)

Phone Number

**Applied Programming Technology, Inc
240 Market St, Suite 208
Bloomsburg, PA 17815**

Company

Signature (Date)

Printed Name

Title (Position)

Phone Number

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(CAMP-SUG) Membership
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Please enter the following information for each of the expected users of the software supplied under this agreement. Note that all users listed in this agreement shall work at the same site location as the above signing official. Users registered on the SNAP website (<https://www.appliedprog.com>) must use their organizational domain email address. Public email addresses e.g. gmail.com. Yahoo.com etc cannot be used to download software from the website. Any changes to this list shall be reported to Applied Programming Technology, Inc. within 30 days via email to sug-support@appliedprog.com.

USER 1

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

USER 2

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

USER 3

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

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USER 4

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

USER 5

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

USER 6

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

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USER 7

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

USER 8

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

USER 9

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

**CAMP SNAP User's Group
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USER 10

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

USER 11

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____

USER 12

Name: _____
Title: _____
Citizenship: _____
Office Phone Number: _____
Office E-mail Address: _____
Signature: _____