



GENERAL END USER LICENSE AGREEMENT

All ISL code, software, feature set, and plugin products are licensed under the terms of this General End User License Agreement (EULA).

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1.0 Acceptance of Terms. This ISL End-User License Agreement (“EULA”) is a legal agreement between you (either as an individual or as a single entity (“you,” “your”)) and Information Systems Laboratories, Inc. (“ISL”), a Delaware corporation. This EULA governs all software, firmware, feature sets, and plugins (“Software”) and any upgrades, updates, patches, hotfixes, modules, routines, feature enhancements, and additional versions of the Software that replace or supplement the original Software (collectively “Updates”), and any copies of the Software or Updates, and their associated media, printed materials, online or electronic documentation, download sites, notices, and quotes (collectively “Documentation”), distributed by or on behalf of ISL, as well as any support services relating to the Software, Updates, or Documentation (collectively “Support

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Services”). This EULA does not entitle you to any Updates, Support Services, or both at any time in the future, and the availability of, access to, and delivery of any Updates, Support Services, or both may be subject to a separate agreement, including a separate subscription agreement.

- 1.1. ISL may provide you with Updates to this Software even though it is not required to do so. This EULA will govern any Updates provided by ISL that replace or supplement, or any combination of the foregoing, the original Software, unless such an Update is accompanied by a separate EULA, in which case, the terms of that EULA will govern. If you elect not to install an Update provided by ISL, you understand that you could cause the Software to become unusable or unstable.
- 1.2. By expressly accepting these terms or by downloading, installing, activating, otherwise using the Software, or any combination of the foregoing, you agree that you have read this EULA and that you agree to comply with and are bound by the terms and conditions of this EULA and all applicable laws and regulations. You may not download, install, activate, otherwise use the Software, or any combination of the foregoing, in the event that you do not agree to be bound by the terms and conditions of this EULA, and you must promptly return the Software to ISL. You also consent to the transmission of certain information, which is necessary to activate the Software, during the Software activation process. You acknowledge that you have the appropriate authority to accept these terms and conditions on behalf of any entity upon whose behalf you are acting.
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2.0 License. Subject to the payment of the applicable fees for use of the Software, coupled with compliance with the terms, conditions, and restrictions of this EULA (as a condition to the grant below), ISL hereby grants you a limited, personal, nonexclusive, nontransferable, non-assignable license, without rights to sublicense, to install or have installed, display and use the Software (in object code form only) solely for internal purposes, only on as many devices and in such configurations as expressly permitted by ISL as set forth in the applicable ISL Invoice, contract between ISL and you, or your purchase order, or on one device if no other entitlement is specified.

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- 2.1. The Software is licensed on a per copy per device basis.
- 2.2. Each hardware partition or blade, cluster, workstation, virtual machine, personal computer, channel, or transceiver card is a separate device.
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- 2.3. The Software components are licensed as a single unit. You may not separate the components and install them on different devices.
- 2.4. The Software may include more than one version, such as 32-bit and 64-bit versions; however, you may install only one version of the Software at any one time.

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- 3.1. Perpetual Basis. Software licensed on a Perpetual basis conveys ongoing access to the Software for an indefinite period but only to the specific version (“ver,” “VER,” or “V”), revision (“rev” or “REV”), or modification (“mod” or “MOD”) originally licensed.
- 3.2. Subscription Basis. Software licensed on a Subscription basis is licensed for a fixed Subscription Term, including the beginning and end date. The Subscription start date will commence on the date set out in the applicable ISL Invoice, contract between ISL and you, or your purchase order. The Subscription will end at the expiration of the Subscription Term, which is one-year after the Subscription start date. The Subscription will not automatically renew, unless ISL’s subscription options provide for an automatic renewal option and you select that option. For any Subscription, (i) new Subscriptions can be purchased at any time, provided that such purchases are not for retroactive coverage; (ii) upon your timely renewal of a Subscription, the start date of your renewed Subscription Term will be the day following the expiration of your current Subscription Term; and (iii) automatic renewal of a Subscription will begin as in Section 3.2(ii).
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3.4. Authorized Software and Activation. You are authorized to use this Software only if you are properly licensed and only if the Software has been properly activated with a genuine product key or by another authorized method.

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3.4.2. The Software may determine during activation (or reactivation occasioned by changes to your device’s components) that the installed instance of the software is counterfeit, improperly licensed, or includes unauthorized changes. You may receive reminders to obtain a proper license for the Software or the Software may be inoperable in the event activation fails.

3.4.3. Successful activation is not confirmation that the Software is either genuine or properly licensed.

3.4.4. You may not bypass or circumvent activation.

3.4.5. Certain updates, support, and other services may only be offered to licensed users of genuine ISL Software.

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you select that option. For any Subscription, (i) new Subscriptions can be purchased at any time; and (ii) upon your renewal of a Subscription, the start date of your renewed Subscription Term will be the day following the expiration of your current Subscription Term; and (iii) automatic renewal of a Subscription will begin as in Section 3.2(ii).

3.6. **Support Services.** Access to Support Services is licensed for a fixed Subscription Term, including the beginning and end date. The Subscription start date will commence on the date set out in the applicable ISL Invoice, contract between ISL and you, or your purchase order. The Subscription will end at the expiration of the Subscription Term, which is one-year after the Subscription start date. The Subscription will not automatically renew, unless ISL’s subscription options provide for an automatic renewal option and you select that option. For any Subscription, (i) new Subscriptions can be purchased at any time; and (ii) upon your renewal of a Subscription, the start date of your renewed Subscription Term will be the day following the expiration of your current Subscription Term; and (iii) automatic renewal of a Subscription will begin as in Section 3.2(ii).

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 - 7.3.1. You must execute a contract with the Permitted Third Party that mandates that they comply with this EULA, including the number of licenses that they have been allocated from those that you have purchased;
- 7.4. Copy, reproduce, republish, upload, post, or transmit the Software, Updates, or Documentation in any way;
- 7.5. Decompile, disassemble, reverse engineer, or otherwise attempt to derive source code or underlying ideas, algorithms, structure or organization from the Software or Update program, in whole or in part;
- 7.6. Attack or attempt to undermine the security, integrity, authentication, or intended operation of the Software or Updates;
- 7.7. Modify or create derivative works based upon the Software or Updates, unless expressly authorized in writing to do by ISL;

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7.8. Use the Software, Updates, or Documentation on a service bureau, rental, or managed services basis, or permit other individuals or entities to create Internet “links” to the Software, Updates, or Documentation or “frame” or “mirror” the Software, Updates, or Documentation on any other server or wireless or Internet-based device; or

7.9. Use the Software or Updates to create a competitive offering or to create other software, products, or technologies.

8.0 Compliance. You will certify in writing, if ISL should so request, that all use of Software is in compliance with the terms of this EULA, indicating the number of Software licenses deployed at that time.

9.0 Support and Subscription Services Not Included. ISL does not provide any maintenance or support services under this EULA, except as set forth in the ISL Invoice, contract between ISL and you, or your purchase order.

10.0 Termination. Without prejudice to any of its other rights, ISL may exercise its discretion to terminate this EULA or your rights under it at any time if you fail to comply with its terms and conditions or if ISL does not receive timely payment for the licenses to the Software. ISL shall not be required to provide any prior notice of such a termination.

10.1. This EULA will terminate automatically if you fail to comply with any of its terms or if the license term ends.

10.2. ISL may, in the exercise of its sole discretion, terminate any license to the Software distributed for free, at any time.

10.3. You may terminate this EULA at any time on written notice to ISL.

10.4. Any termination of this EULA shall result in the automatic termination of all licenses granted hereunder, and you must immediately cease use of the Software, Updates, or Documentation and return or destroy the Software and all of its component parts in your possession, including the media and Documents, any prior versions, and this EULA.

10.5. The parties recognize and agree that their obligations under this EULA, as well as obligations for payment, shall survive the cancellation, termination, expiration, or any combination of the foregoing, or the licenses granted hereunder or any combination of the EULA and licenses granted hereunder. ISL will not have any obligation upon the termination of this EULA to refund any portion of any license fee.

11.0 Additional Rights and Obligations. You may have additional rights, obligations, or both, associated with the Software, Updates, or Documentation that are identified in the supplemental terms to this EULA set out below. These supplemental terms are expressly

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incorporated by reference into this EULA, and the supplemental terms shall govern in the event of any conflict between them and this EULA.

- 11.1. Supplemental EULA Terms 1: EULA Scope of Applicability
- 11.2. Supplemental EULA Terms 2: Evaluation License
- 11.3. Supplemental EULA Terms 3: Academic License
- 11.4. Supplemental EULA Terms 4: U.S. Government Additional EULA Terms
- 11.5. Supplemental EULA Terms 5: State Government & Instrumentalities of State Governments¹ Additional EULA Terms
- 11.6. Supplemental EULA Terms 6: PARCS Product Specific Terms
- 11.7. Supplemental EULA Terms 7: PibTool Product Specific Terms
- 11.8. Supplemental EULA Terms 8: QuARTIC® Product Specific Terms
- 11.9. Supplemental EULA Terms 9: RELAP5 Product Specific Terms
- 11.10. Supplemental EULA Terms 10: RFView® Product Specific Terms
- 11.11. Supplemental EULA Terms 11: RFView®—AI Product Specific Terms
- 11.12. Supplemental EULA Terms 12: RFView®—Geo Product Specific Terms
- 11.13. Supplemental EULA Terms 13: RFView®—RTEMES Hardware Product Specific Terms
- 11.14. Supplemental EULA Terms 14: RFView®—RTEMES Software Product Specific Terms
- 11.15. Supplemental EULA Terms 15: RFView®—SIM Product Specific Terms
- 11.16. Supplemental EULA Terms 16: RFView®—Training Product Specific Terms
- 11.17. Supplemental EULA Terms 17: R-Matrix Product Specific Terms

¹ *E.g.*, State universities.

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- 11.18. Supplemental EULA Terms 18: SNAP Product Specific Terms
- 11.19. Supplemental EULA Terms 19: SNAP Users’ Group (SUG) Plugins Product Specific Terms
- 11.20. Supplemental EULA Terms 20: SNAP Feature Set—Universal Suite Product Specific Terms
- 11.21. Supplemental EULA Terms 21: SNAP Feature Set—Government Suite Product Specific Terms
- 11.22. Supplemental EULA Terms 22: TRACE Product Specific Terms
- 11.23. Supplemental EULA Terms 23: SNAP Source Code Specific Terms


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14.0 Limited Warranty. ISL makes the following exclusive and limited warranty:

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- 14.2. Functionality: ISL warrants that, upon delivery, the Software will function substantially in accordance with the applicable ISL-published user documentation for the Software.
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14.3.1. This exclusive and limited warranty of non-infringement applies only to Software and Updates made by ISL.

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14.4. Nothing in this Section shall expand on the Limitation of Liability set out in Section 16.0 or the Indemnity set out in Section 21.0.

14.5. The exclusive and limited warranties under this EULA may not be transferred and are solely for the benefit of the original purchaser and may be asserted only by the original purchaser.

14.6. THE EXCLUSIVE AND LIMITED WARRANTIES UNDER SECTION 14.0 EXTEND ONLY FOR NINETY (90) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE.

14.7. You agree that you will not bring an action to enforce your Limited Warranty remedies or for breach of warranty more than one (1) year after the accrual of that cause of action.

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16.1. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF THE DAMAGES WERE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THIS LIMITATION OF LIABILITY APPLIES TO ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS


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- 17.1. You acknowledge that the Software provided under this EULA is not designed with security and access management for the processing, storage, or both of the following categories of data:
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 - 17.1.2. Data controlled under the International Traffic in Arms Regulations (“ITAR”); and
 - 17.1.3. Personally identifiable information that is subject to heightened security requirements as a result of your internal policies or practices or by law.

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17.2. The data set out in Section 17.1 is collectively known as “Excluded Data,” and you hereby agree that you are solely responsible for:

17.2.1. Reviewing data that the Software will process to ensure that it does not contain Excluded Data; and

17.2.2. Ensuring that acceptable compensatory measures are undertaken if it does contain Excluded Data.

18.0 Right to Preliminary and Injunctive Relief. You agree that money damages would be an inadequate remedy for ISL in the event of a breach or threatened breach by you. You accordingly agree that in the event of a breach or threatened breach of any provision in this EULA ISL shall be entitled to preliminary or injunctive relief, including an order prohibiting you from taking actions in breach of such provisions, without the need for posting bond, and to specific performance, whichever may be appropriate to preserve all of ISL’s rights. This preliminary, injunctive, and specific performance relief shall be in addition to any other remedies to which ISL may be entitled. All rights and remedies afforded ISL by law shall be cumulative and not exclusive.

19.0 Choice of Law & Venue. This EULA and any claims under any theory of liability in any way related to this EULA or any relationships contemplated herein shall be governed and construed in accord with the laws of the State of Delaware, United States of America, without regard to its principles governing the conflicts of law, and not taking into account the United Nations Convention on the International Sale of Goods. The parties agree that the provisions of the Uniform Computer Information Transactions Act (“UCITA”), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the parties waive any and all rights they may have under any law(s) adopting UCITA in any form. Venue for all actions under this EULA will be in the courts located in New Castle County, Delaware, and the parties agree to submit to the jurisdiction of those courts.

20.0 Indemnity.

20.1. Your indemnification obligations: You will unconditionally indemnify and defend ISL, its officers, directors, employees, contractors, and agents (each an ISL Indemnified Party) against any and all claims, losses, damages, liens, liabilities, costs, and expenses (including court costs and reasonable attorney fees) that an ISL Indemnified Party incurs as a result of or in connection with or asserted by anyone arising out of or in connection with:

20.1.1. Any third-party claims arising from:

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- 20.1.1.1. Your failure to obtain any consent, authorization or license required for ISL’s use of data, software, materials, systems, networks, or other technology provided by you under this EULA;
- 20.1.1.2. Your use of the Software in a manner not expressly permitted by this EULA;
- 20.1.1.3. ISL’s compliance with any technology, designs, instructions, or requirements provided by you or a third party on your behalf;
- 20.1.1.4. Any claims, costs, damages, and liabilities whatsoever asserted your subcontractors or agents; or
- 20.1.1.5. Any violation by you of applicable laws; and
- 20.1.1.6. Any reasonable costs and attorneys’ fees required for ISL to respond to a subpoena, court order or other official government inquiry regarding your use of the Software.

20.2. ISL indemnification obligations: ISL will indemnify you and, at ISL’s election, defend you against a third-party claim asserted against you in a suit or action if the claim is for direct patent infringement, for direct copyright infringement, or for ISL’s trade secret misappropriation, and the claim is asserted against the Software alone and not in combination with anything else, or solely a combination of ISL products.

20.2.1. Exclusions: Notwithstanding anything to the contrary in this EULA, ISL will not indemnify or defend you for claims asserted, in whole or in part, against:

- 20.2.1.1. Technology designs or requirements that you gave to ISL;
- 20.2.1.2. Modifications or programming to Software that were made by anyone other than ISL; or
- 20.2.1.3. The Software’s alleged implementation of some or all of a standard created by a government sponsored group, an industry sponsored group, or any similar group or entity that creates technology specifications to be used by others, such as IEEE or HTML.

20.3. Indemnification procedure: The indemnified party (Indemnitee) will:

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- 20.3.1. Provide prompt written notice to the indemnifying party (Indemnitor) of the claim (provided that the failure to provide timely notice that prejudices the Indemnitor will relieve the Indemnitor of its obligations under this section to the extent the Indemnitor has been prejudiced and the failure to provide timely notice will relieve the Indemnitor of any obligation to reimburse the Indemnitee for its attorney's fees incurred prior to notification);
- 20.3.2. Reasonably cooperate in connection with the defense or settlement of the claim; and
- 20.3.3. Give the Indemnitor sole control over the defense and settlement of the claim, provided that any settlement of a claim will not include a specific performance obligation or admission of liability by the Indemnitee.

20.4. ISL Remedy Election: Should the Software or any portion thereof become, or in ISL's opinion be likely to become, the subject of a claim of infringement, ISL may, as your sole and exclusive remedy, elect to do any of the following: (a) Obtain the right for you to use the Software; (b) Replace or modify the offending Software so that it becomes non-infringing; or (c) Reclaim the Software from you and grant you a credit in accord with Section 14.0, less a reasonable sum for depreciation.

20.5. Personal and exclusive indemnity: The foregoing indemnities are personal to the Parties and may not be transferred to anyone. This section states the Parties' entire indemnification obligations, and your exclusive remedy claims involving Intellectual Property Rights.

21.0 No Assignment. You may not assign or transfer your interests, rights or obligations under this EULA, in whole or in part, whether voluntarily, by contract, or by merger, whether you are the surviving or disappearing entity, stock or asset sale, consolidation, dissolution, through government action or order, or otherwise. Any attempt to assign this EULA without prior written consent from an authorized officer of ISL shall be null and void.

21.1. You have the limited right to transfer the Software on a permanent basis among the internal divisions, departments, groups, or branches of your corporation, limited liability corporation, partnership, sole proprietorship, or government agency, provided that:

- 21.1.1. The party to whom the Software is to be transferred receives a copy of this EULA and other applicable documents and agrees to be bound by their terms and conditions, including execution of any

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non-disclosure agreements that may be required under federal law, regulation, or procurement practice;

21.1.2. ISL is informed of the transfer and of the organization’s name and address; name of the natural person within the organization serving as the point-of-contact; and the point-of-contact’s physical and mail address, phone number, and electronic mail (“e-mail”) address;

21.1.3. You erase or destroy all copies of the Software formerly residing on the transferor device;

21.1.4. You at all times comply with all applicable export control laws and regulations; and

21.1.5. The terms of this EULA specifically apply to any transferee.

21.2. Nothing herein shall authorize any transfer of the Software to or among subsidiaries without prior written consent from an authorized officer of ISL.

22.0 General Provisions.

22.1. No Waiver: No waiver of breach or failure to exercise any option, right, or privilege under the terms of this EULA on any occasion by ISL shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

22.2. Headings and Section Numbering for Convenience Only: The headings and section numbering contained in this EULA are for the convenience of the parties and shall not be interpreted to limit or otherwise affect the provisions of this EULA.

23.0 Entire Agreement. This EULA constitutes the entire agreement between the parties with respect to the license of the Software and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded, unless the terms of this EULA have been expressly amended in a written and signed agreement or as *expressly stated otherwise* in a separate signed agreement.


23.1. You acknowledge that you have read this EULA, that you understand it, that you agree to be bound by its terms, and that this is the complete and exclusive statement of the agreement between you and ISL regarding the Software.

24.0 Void, Invalid, or Unenforceable. Any provision of this EULA found to be void, invalid, or unenforceable under applicable law will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law, and the remaining provisions, including other valid parts within the effected term, will continue in full force and effect.

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25.0 Third Party Software or Data Files; Developer Tools.

- 25.1. The Software makes use of no third-party software.
- 25.2. The Software contains no third-party data files.
- 25.3. The Software includes no developer tools.

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Supplemental EULA Terms 1:

EULA Scope of Applicability

1.0 EULA Scope of Applicability. This EULA is applicable to the following ISL Software products where “*” represents any numerical designation for an incremental version of the product:

- 1.1. PARCS, Version 3.0.*
- 1.2. Passive Sonar Intercept (PSI), Version 2.0
- 1.3. PibTool, Version 1.9.0.*-alpha
- 1.4. QuARTIC®®, Version 1.1.*
- 1.5. RELAP5, MOD 3.2.* and MOD 3.3.*
- 1.6. RFView®, Version 3.*.* and Version 4.*.*
- 1.7. RFView®—AI
- 1.8. RFView®—Geo
- 1.9. RFView®—RTEMES (Real Time Electromagnetic Environmental Simulator) 1.*.*²
- 1.10. RFView®—SIM
- 1.11. RFView®—Training
- 1.12. R-Matrix, Version 2.0.*
- 1.13. SNAP, Version 2.*.*, Version 3.*.*, and Version 4.*.*
- 1.14. SNAP RELAP Common Plugin 6.*.*
- 1.15. SNAP Feature Set—Universal Suite 4.*.*
- 1.16. SNAP Feature Set—Government Suite 4.*.*
- 1.17. TRACE V5.*

² Previously known as RFView®—Hardware in the Loop (HWIL).

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Supplemental EULA Terms 2:

Evaluation License

- 1.0 This Evaluation License governs the use of the Software for evaluation purposes (“Evaluation Software”).
- 2.0 You may install and use the Software only on as many devices and in such configurations as expressly permitted by ISL as set forth in the applicable ISL Invoice, contract between ISL and you, or your purchase order, or on one device if no other entitlement is specified.
- 3.0 You may install and use the Software only for internal evaluation purposes and only for the limited period of the evaluation term set forth in the applicable ISL Invoice, contract between ISL and you, or your purchase order.
- 4.0 You may not use Evaluation Software for the purpose of creating an application for commercial sale or distribution. An application created with an Evaluation License for commercial sale or distribution would be an unauthorized application and is in violation of the terms of the General EULA and this Evaluation License. An application created with Evaluation Software may be commercially sold and distributed after a full license for the Software has been purchased or obtained.
- 5.0 **EVALUATION SOFTWARE IS LICENSED—AND YOU ACKNOWLEDGE AND AGREE THAT IT IS LICENSED—FOR EVALUATION PURPOSES ONLY, THAT THE SOFTWARE MAY BE PRE-RELEASE, THAT IT MAY NOT BE FULLY FUNCTIONAL, AND THAT YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. THE SOFTWARE IS LICENSED “AS-IS” AND WITHOUT ANY SUPPORT; WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED; OR UPDATES. ISL DOES NOT ASSUME ANY LIABILITY OR OBLIGATION OF INDEMNITY ARISING FROM ANY USE OF THE EVALUATION SOFTWARE. THE SOFTWARE MAY CONTAIN CODE THAT WILL DEACTIVATE THE SOFTWARE AFTER A CERTAIN PERIOD OF TIME AND RENDER IT UNUSABLE; DEACTIVATION MAY OCCUR WITHOUT WARNING.** ISL may terminate this Evaluation License at any time in its sole discretion.
- 6.0 You may not publish any results of benchmark tests run on the Evaluation Software without first obtaining written approval from ISL.
- 7.0 You agree to use reasonable efforts to provide feedback or ideas concerning the performance of the Software, including errors or bugs that you may discover. Any feedback or ideas that you provide will be managed as information that is neither restricted nor confidential, irrespective of any restrictive or proprietary legends to the contrary. You grant ISL a worldwide, royalty-free, non-exclusive, perpetual, and irrevocable license to use, copy, and

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modify feedback or ideas for any purpose. This license to ISL to use your feedback and ideas set forth herein will survive expiration or termination of the Evaluation License.

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Supplemental EULA Terms 3:

Academic License

- 1.0** Software may be licensed to educational institutions for academic purposes under the terms of this Academic License. Educational institutions seeking such an Academic License must satisfy one of the standards set out by the International Classification of Education (ISCED) (2011) levels 0-8 (“Academic Institution”).
- 2.0** You may install and use the Software only on as many devices and in such configurations as expressly permitted by ISL as set forth in the applicable ISL Invoice, contract between ISL and you, or your purchase order, or on one device if no other entitlement is specified.
- 3.0** Software licensed under an Academic License may not be used for commercial or industrial purposes.
- 4.0** Authorized Applications developed using the Software subject to an Academic License may not be distributed for commercial purposes and must be distributed with a prohibition against redistribution for commercial purposes.
- 5.0** Academic licenses may not be transferred, and you may not, without ISL’s prior written consent, distribute or otherwise provide the Software to any third party or to any of your sites or facilities not expressly identified in the applicable ISL Invoice, contract between ISL and you, or your purchase order.

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Supplemental EULA Terms 4:

U.S. Government Additional EULA Terms

These U.S. Government Additional EULA Terms apply to Software and Hardware that ISL licenses to the U.S. Government (“Government”) or where the Government is the end user.

- 1.0 Commercial Items.** The Software and Documentation are “commercial items” developed exclusively at private expense, consisting of “commercial computer software” and “commercial computer software documentation” as those terms are defined or used in 48 C.F.R. §§ 2.101, 12.212 or elsewhere in the Federal Acquisition Regulations. All U.S. Government end users acquire the Software and Documentation only as a commercial item and only with those rights set forth herein, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 27.7202-1 through 227.7202-4. You agree not to use, duplicate, or disclose the Software in any way that is not expressly permitted by this EULA. This EULA does not require ISL to produce or furnish technical data to or for you. The contractor and manufacturer is Information Systems Laboratories, Inc., 12900 Brookprinter Place, Suite 800, Poway, CA 92064-6875.
- 2.0 Harmonizing EULA with Federal Law.** The Federal Acquisition Regulations, 48 C.F.R. § 12.212(a), declare that “[c]ommercial computer software or commercial computer software documentation shall be acquired under licenses ... consistent with Federal law” Anything in this EULA that is inconsistent with Federal law is accordingly inapplicable and unenforceable against the Government. These U.S. Government Additional EULA Terms shall apply in the event of any conflict between them and the EULA.
- 3.0 Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, any future changes to this Supplemental EULA Terms 4 for U.S. Government Additional EULA Terms or to the General EUL [hereinafter collectively “license”] A must be signed by a duly warranted U.S. Government contracting officer and by an authorized ISL contracting officer in writing. The same requirement applies to the assignment of this license to a third party. All terms and conditions intended to bind the Government and ISL must be included within the contract signed by the Government and ISL.
- 4.0 License Basis.** ISL may provide an automatic Subscription renewal option for certain products, set out in the General EULA at Section 3.2. The Antideficiency Act, however, prevents the Government from obligating or expending federal funds in advance or in excess of an appropriation, 31 U.S.C. §§ 1341, 1517. Automatic Subscription renewal options, even for products where available, are not available to the Government.
- 5.0 Termination.** Section 10.0 is struck from the General EULA in its entirety; instead, terminations shall be governed by the applicable FAR clauses, DFARS clauses, or both in

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the applicable contract between ISL and the Government and by the , the Contract Disputes Act, 41 U.S.C. §§ 601-613.


6.0 Consequence of Termination.

- 6.1. This EULA will terminate automatically if the license term ends.
- 6.2. ISL may, in the exercise of its sole discretion, terminate any license to the Software distributed for free, at any time, where that distribution for free is not subject to a contract between ISL and the Government.
- 6.3. You may terminate this EULA at any time on written notice to ISL.
- 6.4. Any termination of this EULA shall result in the automatic termination of all licenses granted hereunder, and you must immediately cease use of the Software, Updates, or Documentation and return or destroy the Software and all of its component parts in your possession, including the media and Documents, any prior versions, and this EULA.
- 6.5. The parties recognize and agree that their obligations under this EULA shall survive the cancellation, termination, expiration, or any combination of the foregoing, or the licenses granted hereunder or any combination of the EULA and licenses granted hereunder.

7.0 Export, Import and Government Restrictions. Section 12.0 is struck from the General EULA in its entirety; Section 8 is struck from the RFView®—RTEMES Hardware Product Specific Terms in its entirety.

8.0 Right to Preliminary and Injunctive Relief. Sections in the General EULA and the RFView®—RTEMES Hardware Product Specific Terms providing for an equitable remedy, such as those in Section 18.0 and Section 16, respectively, are deemed inapplicable to the Government in the absence of a statutory provision expressly authorizing such an equitable remedy. Sections in the General EULA and in the RFView®—RTEMES Hardware Product Specific Terms providing for an equitable remedy, such as those in Section 18.0 and Section 16, respectively, are accordingly revised to the limited extent necessary to conform to the governing Federal law.

9.0 Choice of Law & Venue; Limitations Period. Section 19.0 is struck from the General EULA in its entirety. Section 15 is struck from the RFView®—RTEMES Hardware Product Specific Terms in its entirety. The General EULA and the RFView®—RTEMES Hardware Product Specific Terms shall be governed and jurisdiction and venue determined by the laws of the United States, including the Contracts Disputes Act of 1978, 41 U.S.C §§ 7101-7109, and Federal Tort Claims Act, 28 U.S.C. § 1346(b). Applicable limitations

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periods are governed by the laws of the United States, and Section 14.7 of the General EULA and Section 10.7 of the RFView®—RTEMES Hardware Product Specific Terms are accordingly revised to the limited extent necessary to conform to the governing Federal law.

10.0 Government Indemnity. Unless indemnities are expressly authorized by statute or agency regulations or procedures, such as by the Price Anderson Act, Section 20.1 of the General EULA and Section 16.1 of the RFView®—RTEMES Hardware Product Specific Terms are struck in their entirety and the following clause is inserted in their place: The Government agrees to consider and adjudicate promptly all claims that may arise out of this EULA as a consequence of the Government’s actions, its duly authorized representatives, or Government contractors, and to pay for any damage or injury as may be required by Federal law. Adjudication may be pursued under the Federal Tort Claims Act, 28 U.S.C. §§ 2671 2680, or any other pertinent legal authority.

11.0 ISL Indemnity. The portions of the General EULA Section 20.2 and 20.3 and of the RFView®—RTEMES Hardware Product Specific Terms Section 16.2 and 16.3 are deleted to the extent that they conflict with the reservation to the Department of Justice to conduct litigation on behalf of the Government set out at 28 U.S.C. § 516. The portions of the General EULA Section 20.2 and 20.3 and of the RFView®—RTEMES Hardware Product Specific Terms Section 16.2 and 16.3 are likewise deleted (and for the same rationale) to the extent that they require the Government to give over sole control of the litigation, settlement, or both to ISL.

12.0 Dispute Resolution and Venue. The parties shall use the process set out at 48 C.F.R. § 52.233-1 (Disputes) in the event that the parties fail to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this EULA. This EULA, moreover, is subject to the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

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Supplemental EULA Terms 5:

State Government & Instrumentalities of State Governments Additional EULA Terms

These State Government & Instrumentalities of State Governments Additional EULA Terms apply to Software that ISL licenses to the state governments and instrumentalities thereof, such as state universities, (“State Government”).

- 1.0 Right to Preliminary and Injunctive Relief.** Section 18.0 is struck from the EULA in its entirety.
- 2.0 Choice of Law & Venue; Limitations Period.** Section 19.0 is struck from the EULA in its entirety.
- 3.0 Government Indemnity.** Unless indemnities are expressly authorized by statute or agency regulations or procedures, Section 20.1 of the General EULA and Section 16.1 of the RFView®—RTEMES Hardware Product Specific Terms are struck in their entirety and the following clause is inserted in their place: The State Government agrees to consider and adjudicate promptly all claims that may arise out of this EULA as a consequence of the State Government’s actions, its duly authorized representatives, or State Government contractors, and to pay for any damage or injury as may be required by state law.
- 4.0 ISL Indemnity.** The portions of the General EULA Section 20.2 and 20.3 and of the RFView®—RTEMES Hardware Product Specific Terms Section 16.2 and 16.3 are deleted to the extent that they conflict with a State Government’s reservation to itself to conduct litigation. The portions of the General EULA Section 20.2 and 20.3 and of the RFView®—RTEMES Hardware Product Specific Terms Section 16.2 and 16.3 are likewise deleted (and for the same rationale) if and to the extent that they violate a prohibition on the State Government to giving over sole control of the litigation, settlement, or both to ISL.


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Supplemental EULA Terms 6:

PARCS Product Specific Terms

PARCS was developed at U.S. Government (“Government”) expense, and ISL holds no copyright to or other property interest in the code. It is distributed by ISL for the U.S. Nuclear Regulatory Commission (NRC) under contract, by which ISL implements this EULA. ISL is acting on behalf of the Government wherever a property interest is asserted in the General EULA or in this Supplemental EULA Terms.


- 1.0** Section 8.0 of the General EULA is deleted in its entirety.
- 2.0** Section 9.0 governs support and subscription services and excludes those services, except where they are included in the ISL Invoice, contract between ISL and you, or your purchase order. ISL’s contract with the NRC, NRC Contract No. 31310019D0002, Task Order 1310019F0083, provides for certain user support for CAMP Members, NRC staff, and authorized domestic code users and for telephone assistance for NRC staff and domestic code users during regular business hours. Section 9.0 for the PARCS Product Specific Terms is amended accordingly; additional details are set out in the ISL Invoice, contract between ISL and you, or your purchase order.
- 3.0** Section 13.0 of the General EULA and Section 1.0 of the Supplemental EULA Terms 4 are struck in their entirety.
- 4.0** Section 25.3 of the General EULA is struck in its entirety and the following clause is inserted to replace it: The Software includes no developer tools, except for “Source” distributions of the Software, which include minor developer tools.
- 5.0** The NRC requires that a nondisclosure agreement (NDA) be executed in advance of the distribution of any Software to certain parties. That NDA, where applicable, is incorporated by reference into this EULA, and a violation of it constitutes a breach of this EULA. The applicability of an NDA is annotated on the applicable ISL Invoice, contract between ISL and you, or your purchase order; however, it is merely an annotation. The NRC retains exclusive authority to determine the applicability of such an NDA.

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Supplemental EULA Terms 7:

PibTool Product Specific Terms

- 1.0** The PibTool has been developed in a prerelease alpha version only, Version 1.9.0.*-alpha, and it is accordingly Evaluation Software governed by the Supplemental EULA Terms 2, Evaluation License.

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Supplemental EULA Terms 8:
QuARTIC® Product Specific Terms

1.0 Reserved.

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Supplemental EULA Terms 9:

RELAP5 Product Specific Terms

RELAP5 was developed at U.S. Government (“Government”) expense. ISL holds the copyright to RELAP5 and distributes it for the U.S. Nuclear Regulatory Commission under contract, by which ISL implements this EULA. ISL is acting on behalf of the Government wherever a property interest is asserted in the General EULA or in this Supplemental EULA Terms.


- 6.0** Section 8.0 of the General EULA is deleted in its entirety.

- 7.0** Section 9.0 governs support and subscription services and excludes those services, except where they are included in the ISL Invoice, contract between ISL and you, or your purchase order. ISL’s contract with the NRC, NRC Contract No. 31310019D0002, Task Order 1310019F0083, provides for certain user support for CAMP Members, NRC staff, and authorized domestic code users and for telephone assistance for NRC staff and domestic code users during regular business hours. Section 9.0 for the RELAP5 Product Specific Terms is amended accordingly; additional details are set out in the ISL Invoice, contract between ISL and you, or your purchase order.

- 8.0** Section 13.0 of the General EULA and Section 1.0 of the Supplemental EULA Terms 4 are struck in their entirety.

- 9.0** Section 25.3 of the General EULA is struck in its entirety and the following clause is inserted to replace it: The Software includes no developer tools, except for “Source” distributions of the Software, which include minor developer tools.

- 10.0** The NRC requires that a nondisclosure agreement (NDA) be executed in advance of the distribution of any Software to certain parties. That NDA, where applicable, is incorporated by reference into this EULA, and a violation of it constitutes a breach of this EULA. The applicability of an NDA is annotated on the applicable ISL Invoice, contract between ISL and you, or your purchase order; however, it is merely an annotation. The NRC retains exclusive authority to determine the applicability of such an NDA.

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Supplemental EULA Terms 10:

RFView® Product Specific Terms

1.0 Section 26.0 of the General EULA is struck in its entirety and the following clause is inserted to replace it:

26.0 Third Party Software or Data Files.

- 26.1. The Software makes use of no third-party software.
- 26.2. The Software may contain third-party data files for the purpose of providing and running examples or demonstrations. ISL does not own and makes no claims and provides no warranties, either express or implied, with respect to those third-party data files. The third-party data files included in this version of the Software is information that was created by the U.S. Geological Survey (USGS), and it resides in the Public Domain:
 - 26.2.1. Digital Terrain Elevation data set: U.S. Geological Survey;
 - 26.2.2. Digital Elevation Map data set: U.S. Geological Survey;
 - 26.2.3. Land Use—Land Cover data set: U.S. Geological Survey;
 - 26.2.4. Visit the USGS at <https://usgs.gov> for more information.

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Supplemental EULA Terms 11:
RFView®—AI Product Specific Terms

1.0 Reserved.

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Supplemental EULA Terms 12:
RFView®—Geo Product Specific Terms

1.0 Reserved.

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Supplemental EULA Terms 13:

RFView®—RTEMES Hardware Product Specific Terms

The following terms alone apply to the RFView®—RTEMES Hardware.


1.0 Acceptance of Terms. This ISL Warranty, Service Plan, and Replacement Parts Agreement ("Agreement") is a legal agreement between you (either as an individual or as a single entity (“you,” “your”)) and ISL, Inc., a Delaware corporation. This Agreement governs all hardware (Hardware) and any upgrades, updates, and feature enhancements of the Hardware that replace or supplement the original Hardware (collectively “Updates”), and any copies of the Hardware or Updates, and their associated media, printed materials, online or electronic documentation, download sites, notices, and quotes (collectively “Documentation”), distributed by or on behalf of ISL, as well as any support services relating to the Hardware, Updates, or Documentation (collectively “Support Services”). This Agreement governs Hardware created by ISL exclusively at private expense. This Agreement does not entitle you to any Updates, Support Services, or both at any time in the future, and the availability of, access to, and delivery of any Updates, Support Services, or both may be subject to a separate agreement, including a separate subscription agreement.

1.1. This Agreement does not govern any hardware manufactured by any other party. Hardware manufactured by another party will be governed by the agreements, if any, applicable to their hardware and are available from those manufacturers.

1.1.1. ISL will exercise best efforts to supply the agreements, if any, or website address where those agreements may be found, for the hardware manufactured by another party when ISL serves as an authorized reseller for that manufacturer.

1.2. By expressly accepting these terms or by otherwise using the Hardware, or any combination of the foregoing, you agree that you have read this Agreement and that you agree to comply with and are bound by the terms and conditions of this Agreement and all applicable laws and regulations. You may not otherwise use the Hardware in the event that you do not agree to be bound by the terms and conditions of this Agreement. You acknowledge that you have the appropriate authority to accept these terms and conditions on behalf of any entity upon whose behalf you are acting.

2.0 Agreement Limitations and Conditions. This Agreement is conditioned upon ISL receiving your timely payment of any fees or royalties applicable to the Hardware, Updates, Documentation, Support Services, or any combination of the preceding. You may not modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Hardware and Updates. The rights granted

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herein are limited to ISL’s intellectual property rights in the Hardware and Updates and do not include any other third party’s intellectual property rights.

3.0 Trademark, Service Marks, Other Software. You are not granted any rights to any ISL trademarks or service marks. The use of any other hardware, whether licensed to you separately by ISL or by a third party, is subject to the terms and conditions that come with or are associated with that Hardware.

4.0 Rights Reserved. ISL retains all right, title, and interest in and to the copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights, including moral rights, registrations, applications, renewals, and extensions of such rights (the "Works"), except for what is expressly granted in this Agreement. The rights in these Works are valid and protected in all forms, media, and technologies existing now or hereafter developed and any use other than as expressly set forth herein, including the reproduction, modification, distribution, transmission, adaptations, translation, display, republication, or performance of the Works is prohibited. ISL retains all rights not expressly granted herein.

5.0 Restrictions. Except as otherwise provided herein or expressly agreed by ISL, you may not, and will not allow a third party, to do any of the following:

- 5.1. Sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber the Hardware by any means, including by lien, security interest, hypothecation or otherwise, in whole or in part;
- 5.2. Provide, make available, or permit the Software, Updates, or Documentation to be used by, in whole or in part, any third party, including contractors, without ISL’s prior written consent, unless that use is exclusively on your behalf and in compliance with this EULA (a “Permitted Third Party”);
 - 5.2.1. You must execute a contract with the Permitted Third Party that mandates that they comply with this EULA, including the number of licenses that they have been allocated from those that you have purchased;
- 5.3. Copy or reproduce the Hardware in any way;
- 5.4. Decompile, disassemble, reverse engineer, or otherwise attempt to derive underlying ideas, algorithms, structure, or organization from the Hardware, in whole or in part;
- 5.5. Attack or attempt to undermine the security, integrity, authentication, or intended operation of the Hardware;
- 5.6. Modify or create derivative works based upon the Hardware, unless expressly authorized in writing to do by ISL;

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5.7. Use the Hardware to create a competitive offering or to create other Hardware, products, or technologies; or


5.8. Share or publish the results of any benchmarking of the Hardware without ISL’s prior written consent.

6.0 Service Plan. Access to a Service Plan is provided for a fixed Subscription Term, including the beginning and end date, which will be listed on the ISL Invoice, contract between ISL and you, or your purchase order. The Subscription start date will commence on the date that the Hardware is installed and functional. The Subscription will end at the expiration of the Subscription Term, which is one-year after the Hardware is installed and functional. The Subscription will not automatically renew. For any Subscription, (i) new Subscriptions can be purchased at any time; and (ii) upon your renewal of a Subscription, the start date of your renewed Subscription Term will be the day following the expiration of your current Subscription Term, or the day the renewal is effective, as set forth in the applicable ISL Invoice, contract between ISL and you, or your purchase order, whichever is later.

7.0 Replacements. Access to Replacements is provided for a fixed number of replacement units, which will be listed on the ISL Invoice, contract between ISL and you, or your purchase order. Replacements are provided as the sole and exclusive remedy for any unit’s failure to perform as intended or function (due to malfunction, obsolescence, or unit failure of any kind) at any time.

8.0 Export, Import, and Government Restrictions. The Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. You agree to abide by these laws. Under these laws, the Software may not be sold, leased or transferred to embargoed countries, such as the currently listed nations of Cuba, Iran, North Korea, Sudan, and Syria, other restricted countries, restricted end-users, or for restricted end-uses. You specifically agree that the Software will not be used for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. You understand that certain functionality of the Software may be subject to import or export restrictions in the event that you transfer the Software from the country of delivery, and you are responsible for complying with applicable restrictions.

9.0 U.S. Government Rights. The Software and Documentation are “commercial items” developed exclusively at private expense, consisting of “commercial computer software” and “commercial computer software documentation” as those terms are defined or used in 48 C.F.R. §§ 2.101, 12.212 or elsewhere in the Federal Acquisition Regulations. All U.S. Government end users acquire the Software and Documentation only as a commercial item and only with those rights set forth herein, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 27.7202-1 through 227.7202-4. You agree not to use, duplicate, or disclose the Software

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in any way that is not expressly permitted by this EULA. This EULA does not require ISL to produce or furnish technical data to or for you. The contractor and manufacturer is Information Systems Laboratories, Inc., 12900 Brookprinter Place, Suite 800, Poway, CA 92064-6875.

10.0 Limited Warranty. ISL makes the following exclusive and limited warranty:

- 10.1. Right to Grant Licenses: ISL warrants that it has the right to manufacture and sell the Hardware.
- 10.2. Functionality: ISL warrants that, upon delivery, the Hardware will function substantially in accordance with the specifications set forth in the applicable ISL-published user documentation for the Hardware or that agreed to by ISL and the user.
 - 10.2.1. ISL will use reasonable efforts at its San Diego, California, facility to correct any Hardware that fails to function in accordance with the Section 10.2 warranty; provided that you give ISL prompt written notice of any failure to comply with that warranty within one (1) year of the Hardware’s delivery date; and provided further that ISL is able to duplicate the Section 10.2 warranty.
 - 10.2.2. ISL may, at its option, refund all or a reasonable portion of your payments for the Hardware in full satisfaction of all your claims relating to any failure to function in accordance with the Section 10.2 warranty if, after the exercise of reasonable efforts, ISL is unable to correct the Hardware.
 - 10.2.3. This exclusive and limited warranty applies only to the Hardware and Updates made by ISL.
 - 10.2.4. This exclusive and limited warranty does not apply to any failure to function in accordance with the Section 10.2 warranty caused by the use of any combination of the Hardware or Updates, or both, with applications or other products, computer equipment, goods, services, or other items.
- 10.3. Infringement: ISL warrants that, to its best knowledge and belief, the Hardware does not infringe any copyright arising under the laws of the United States.
 - 10.3.1. This exclusive and limited warranty of non-infringement applies only to Hardware and Updates made by ISL.

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10.3.2. This exclusive and limited warranty of non-infringement does not apply to any infringement arising out of any use or combination of the Hardware or Updates, or both, with applications or other products, computer equipment, goods, services, or other items.

10.4. Nothing in this Section shall expand on the Limitation of Liability set out in Section 11.

10.5. The exclusive and limited warranties under this Agreement may not be transferred and are solely for the benefit of original purchaser and may be asserted only by the original purchaser.

10.6. THE EXCLUSIVE AND LIMITED WARRANTIES UNDER SECTION 8 EXTEND ONLY FOR ONE (1) YEAR FROM THE DATE OF DELIVERY OF THE HARDWARE.

10.7. You agree that you will not bring an action to enforce your Limited Warranty remedies or for breach of warranty more than one (1) year after the accrual of that cause of action.

11.0 Warranty Disclaimer. EXCEPT FOR THE PRECEDING EXPRESS EXCLUSIVE AND LIMITED WARRANTY IN SECTION 10, ISL MAKES NO REPRESENTATION OR WARRANTY WITH REGARD TO ANY HARDWARE.

11.1. ISL’S WARRANTIES AND YOUR REMEDIES SET FORTH IN SECTION 10, COUPLED WITH THE MUTUAL LIMITATION OF LIABILITY IN SECTION 12, ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND YOU HEREBY WAIVE, RELEASE, AND DISCLAIM, ALL OTHER ISL WARRANTIES, OBLIGATIONS, AND LIABILITIES AND ALL YOUR OTHER RIGHTS, REMEDIES, AND CLAIMS, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DEFECT, DEFICIENCY, OR NONCONFORMITY IN ANY HARDWARE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF ISL, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

11.1.1. ISL MAKES, AND YOU RECEIVE, NO OTHER WARRANTIES RELATED TO THE HARDWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, AND ISL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABLE OR SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE

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EFFORT, QUIET ENJOYMENT, SYSTEMS INTEGRATION, AND NON-INFRINGEMENT.

11.1.2. ISL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY RIGHT, REMEDY, OR CLAIM, IN TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY.

11.1.3. ISL DOES NOT WARRANT THAT THE FUNCTIONS OF THE HARDWARE WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE HARDWARE WILL BE UNINTERRUPTED OR ERROR FREE; THAT DEFECTS IN THE HARDWARE WILL BE CORRECTED; OR THAT YOUR USE OF THE HARDWARE AND RELATED INFORMATION, PROGRAMS AND DOCUMENTATION WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, MATERIAL OR DATA. YOU ASSUME RESPONSIBILITY FOR SELECTING THE HARDWARE AND THE RESULTS ACHIEVED.

12.0 Limitation of Liability. EACH PARTY'S ENTIRE AGGREGATE LIABILITY TO THE OTHER PARTY FOR CLAIMS UNDER OR RELATED TO THE HARDWARE, THE SUBJECT-MATTER OF THIS AGREEMENT, OR BOTH SHALL NOT EXCEED THE TOTAL PAYMENTS PAID OR PAYABLE BY YOU TO ISL FOR THE HARDWARE IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.

12.1. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF THE DAMAGES WERE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THIS LIMITATION OF LIABILITY APPLIES TO ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STATUTE OR OTHERWISE. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

12.2. NEITHER PARTY WILL BE LIABLE FOR LOST OR CORRUPTED DATA OR HARDWARE; LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF THAT DATA, OR SYSTEMS(S) OR NETWORK(S).

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- 12.3. NEITHER PARTY WILL BE LIABLE FOR LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION OR DOWNTIME; LOSS OF GOODWILL OR REPUTATION.
- 12.4. NEITHER PARTY WILL BE LIABLE FOR HARDWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE HARDWARE OR GOODS.
- 12.5. The parties specifically agree that any limitation on liability herein will be automatically modified when prohibited by an applicable law, but only to the extent required to make the limitation compliant with that law while also preserving as much of the Agreement’s intent of limiting as much of the Parties’ liability as feasible under the applicable law.

13.0 High-Risk Disclaimer and Excluded Data. The Hardware is not designed or intended for high-risk applications, for use as online control systems or use in hazardous environments requiring fail-safe performance, such as in the operation of weapons systems or in any other device or system in which function or malfunction of the Hardware could result in death, personal injury, or physical or environmental damage. Any such use or application by you is outside the scope of this Agreement and you are not authorized to use the Hardware in any such application.

- 13.1. You acknowledge that the Hardware provided under this Agreement is not designed with security and access management for the processing, storage, or both of the following categories of data:
 - 13.1.1. Classified data;
 - 13.1.2. Data controlled under the International Traffic in Arms Regulations (“ITAR”); and
 - 13.1.3. Personally identifiable information that is subject to heightened security requirements as a result of your internal policies or practices or by law.
- 13.2. The data set out in Section 11.1 is collectively known as “Excluded Data,” and you hereby agree that you are solely responsible for:
 - 13.2.1. Reviewing data that the Hardware will process to ensure that it does not contain Excluded Data; and
 - 13.2.2. Ensuring that acceptable compensatory measures are undertaken if it does contain Excluded Data.

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14.0 Right to Preliminary and Injunctive Relief. You agree that money damages would be an inadequate remedy for ISL in the event of a breach or threatened breach by you. You accordingly agree that in the event of a breach or threatened breach of any provision in this EULA ISL shall be entitled to preliminary or injunctive relief, including an order prohibiting you from taking actions in breach of such provisions, without the need for posting bond, and to specific performance, whichever may be appropriate to preserve all of ISL’s rights. This preliminary, injunctive, and specific performance relief shall be in addition to any other remedies to which ISL may be entitled. All rights and remedies afforded ISL by law shall be cumulative and not exclusive.

15.0 Choice of Law & Venue. This EULA and any claims under any theory of liability in any way related to this EULA or any relationships contemplated herein shall be governed and construed in accord with the laws of the State of Delaware, United States of America, without regard to its principles governing the conflicts of law, and not taking into account the United Nations Convention on the International Sale of Goods. The parties agree that the provisions of the Uniform Computer Information Transactions Act (“UCITA”), as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this EULA, and the parties waive any and all rights they may have under any law(s) adopting UCITA in any form. Venue for all actions under this EULA will be in the courts located in New Castle County, Delaware, and the parties agree to submit to the jurisdiction of those courts.

16.0 Indemnity.

16.1. Your indemnification obligations: You will unconditionally indemnify and defend ISL, its officers, directors, employees, contractors, and agents (each an ISL Indemnified Party) against any and all claims, losses, damages, liens, liabilities, costs, and expenses (including court costs and reasonable attorney fees) that an ISL Indemnified Party incurs as a result of or in connection with or asserted by anyone arising out of or in connection with:

16.1.1. Any third-party claims arising from:

16.1.1.1. Your failure to obtain any consent, authorization or license required for ISL’s use of data, software, materials, systems, networks, or other technology provided by you under this EULA;

16.1.1.2. Your use of the Software in a manner not expressly permitted by this EULA;

16.1.1.3. ISL’s compliance with any technology, designs, instructions, or requirements provided by you or a third party on your behalf;

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- 16.1.1.4. Any claims, costs, damages, and liabilities whatsoever asserted your subcontractors or agents; or
 - 16.1.1.5. Any violation by you of applicable laws; and
 - 16.1.1.6. Any reasonable costs and attorneys’ fees required for ISL to respond to a subpoena, court order or other official government inquiry regarding your use of the Software.
- 16.2. ISL indemnification obligations: ISL will indemnify you and, at ISL’s election, defend you against a third-party claim asserted against you in a suit or action if the claim is for direct patent infringement, for direct copyright infringement, or for ISL’s trade secret misappropriation, and the claim is asserted against the Software alone and not in combination with anything else, or solely a combination of ISL products.
- 16.2.1. Exclusions: Notwithstanding anything to the contrary in this EULA, ISL will not indemnify or defend you for claims asserted, in whole or in part, against:
 - 16.2.1.1. Technology designs or requirements that you gave to ISL;
 - 16.2.1.2. Modifications or programming to Software that were made by anyone other than ISL; or
 - 16.2.1.3. The Software’s alleged implementation of some or all of a standard created by a government sponsored group, an industry sponsored group, or any similar group or entity that creates technology specifications to be used by others, such as IEEE or HTML.
- 16.3. Indemnification procedure: The indemnified party (Indemnitee) will:
- 16.3.1. Provide prompt written notice to the indemnifying party (Indemnitor) of the claim (provided that the failure to provide timely notice that prejudices the Indemnitor will relieve the Indemnitor of its obligations under this section to the extent the Indemnitor has been prejudiced and the failure to provide timely notice will relieve the Indemnitor of any obligation to reimburse the Indemnitee for its attorney’s fees incurred prior to notification);

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16.3.2. Reasonably cooperate in connection with the defense or settlement of the claim; and

16.3.3. Give the Indemnitor sole control over the defense and settlement of the claim, provided that any settlement of a claim will not include a specific performance obligation or admission of liability by the Indemnitee.

16.4. ISL Remedy Election: Should the Software or any portion thereof become, or in ISL's opinion be likely to become, the subject of a claim of infringement, ISL may, as your sole and exclusive remedy, elect to do any of the following: (a) Obtain the right for you to use the Software; (b) Replace or modify the offending Software so that it becomes non-infringing; or (c) Reclaim the Software from you and grant you a credit in accord with Section 10.0, less a reasonable sum for depreciation.

16.5. Personal and exclusive indemnity: The foregoing indemnities are personal to the Parties and may not be transferred to anyone. This section states the Parties' entire indemnification obligations, and your exclusive remedy claims involving Intellectual Property Rights.


17.0 No Assignment. You may not assign or transfer your interests, rights, or obligations under this Agreement, in whole or in part, whether voluntarily, by contract, or by merger, whether you are the surviving or disappearing entity, stock or asset sale, consolidation, dissolution, through government action or order, or otherwise. Any attempt to assign this Agreement without prior written consent from an authorized officer of ISL shall be null and void.

17.1. You have the limited right to transfer the Hardware on a permanent basis among the internal divisions, departments, groups, or branches of your corporation, limited liability corporation, partnership, sole proprietorship, or government agency, provided that:

17.1.1. The party to whom the Hardware is to be transferred receives a copy of this Agreement and other applicable Documents and agrees to be bound by their terms and conditions;

17.1.2. ISL is informed of the transfer and of the organization's name and address; name of the natural person within organization serving as the point-of-contact; and the point-of-contact's physical and mail address, phone number, and electronic mail (e-mail) address;

17.1.3. You at all times comply with all applicable export control laws and regulations; and

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17.1.4. The terms of this Agreement specifically apply to any transferee.

17.2. Nothing herein shall authorize any transfer of the Hardware to or among subsidiaries without prior written consent from an authorized officer of ISL.

18.0 General Provisions.


18.1. No Waiver: No waiver of breach or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion by ISL shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.

18.2. Headings and Section Numbering for Convenience Only: The headings and section numbering contained in this Agreement are for the convenience of the parties and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.

19.0 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Hardware, to the extent this agreement accords with all governing laws and regulations, and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded, unless the terms of this Agreement have been expressly amended in a written and signed agreement or as *expressly stated otherwise* in a separate signed agreement.

19.1. You acknowledge that you have read this Agreement, that you understand it, that you agree to be bound by its terms, and that this is the complete and exclusive statement of the agreement between you and ISL regarding the Hardware.

20.0 Void, Invalid, or Unenforceable. Any provision of this Agreement found to be void, invalid, or unenforceable under applicable law will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law, and the remaining provisions, including other valid parts within the effected term, will continue in full force and effect.

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Supplemental EULA Terms 14:

RFView®—RTEMES Software Product Specific Terms

1.0 Reserved.

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Supplemental EULA Terms 15:
RFView®—SIM Product Specific Terms

1.0 Reserved.

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Supplemental EULA Terms 16:

RFView®—Training Product Specific Terms

1.0 Reserved.

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Supplemental EULA Terms 17:

R-Matrix Product Specific Terms

1.0 Reserved.

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Supplemental EULA Terms 18:

SNAP Product Specific Terms

1.0 Section 25.0 of the General EULA is struck in its entirety and the following clause is inserted to replace it:

25.0 Third-Party Software or Data Files; Developer Tools. The Software contains third-party data files. ISL does not own and makes no claims and provides no warranties, either express or implied, with respect to those third-party data files.

25.1. The Software makes use of third-party libraries that are utilities adding functionality to the base code. ISL does not own and makes no claims and provides no warranties, either express or implied, with respect to those third-party libraries. Those libraries are listed in the SNAP Model Editor Application and each entry includes all license and version information.

25.2. The Software includes no third-party data files.

25.3. The Software includes no developer tools, except for “Source” distributions of the Software, which include minor developer tools.

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Supplemental EULA Terms 19:

SNAP Users' Group (SUG) Plugins Product Specific Terms

1.0 The SNAP Users' Group (SUG) Plugins are available to members holding an active subscription in the SUG and includes the following features:

- 1.1. ASCII
- 1.2. GOTHIC
- 1.3. MATLAB
- 1.4. PyPost
- 1.5. PyPostTestSuite
- 1.6. RELAP5-3D
- 1.7. RELAP5c
- 1.8. RETRAN-3D
- 1.9. SAM

2.0 Section 25.3 of the General EULA is struck in its entirety and the following clause is inserted to replace it: The Software includes no developer tools, except for "Source" distributions of the Software, which include minor developer tools.

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Supplemental EULA Terms 20:

SNAP Feature Set—Universal Suite Product Specific Terms

1.0 The SNAP Feature Set—Universal Suite is available to all users and includes the following features:


- 1.1. AptPlot
- 1.2. AVF
- 1.3. DIFFMERGE
- 1.4. ENGTMPL
- 1.5. EXTDATA
- 1.6. GIT
- 1.7. JS_PARAVIEW
- 1.8. JS_PYTHON
- 1.9. KIOSK
- 1.10. SVN
- 1.11. Uncertainty

2.0 Section 25.0 of the General EULA is struck in its entirety and the following clause is inserted to replace it:


25.0 Third-Party Software or Data Files; Developer Tools. The Software contains third-party data files. ISL does not own and makes no claims and provides no warranties, either express or implied, with respect to those third-party data files.

25.1. The Software makes use of third-party libraries that are utilities adding functionality to the base code. ISL does not own and makes no claims and provides no warranties, either express or implied, with respect to those third-party libraries. Those libraries are listed in the SNAP Model Editor Application and each entry includes all license and version information.

25.2. The Software includes no third-party data files.

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25.3. The Software includes no developer tools, except for “Source” distributions of the Software, which include minor developer tools.

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Supplemental EULA Terms 21:

SNAP Feature Set—Government Suite Product Specific Terms

The SNAP Feature Set—Government Suite was developed at U.S. Government (“Government”) expense, and ISL holds no copyright to or other property interest in the code associated with these features. It is distributed by ISL for the U.S. Nuclear Regulatory Commission (NRC) under contract, by which ISL implements this EULA.

- 1.0** Section 13.0 of the General EULA and Section 1.0 of the Supplemental EULA Terms 4 are struck in their entirety.
- 2.0** The following clause in Section 6.0 of the General EULA is deleted: “ISL retains all rights not expressly granted herein.”
- 3.0** Section 8.0 of the General EULA is deleted in its entirety.
- 4.0** The SNAP Feature Set—Government Suite is available to many users and includes the following features:
 - 4.1. CONTAIN
 - 4.2. FRAP
 - 4.3. MELCOR2x
 - 4.4. PARCS
 - 4.5. R52TRACE
 - 4.6. RADTRAD
 - 4.7. SCALE
 - 4.8. TRACE
- 5.0** Access to the feature set is determined by the NRC and requires execution of a non-disclosure agreement.
- 7.0** Section 25.0 of the General EULA is struck in its entirety and the following clause is inserted to replace it:

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25.0 Third-Party Software or Data Files; Developer Tools. The Software contains third-party data files. ISL does not own and makes no claims and provides no warranties, either express or implied, with respect to those third-party data files.

25.1. The Software makes use of third-party libraries that are utilities adding functionality to the base code. ISL does not own and makes no claims and provides no warranties, either express or implied, with respect to those third-party libraries. Those libraries are listed in the SNAP Model Editor Application and each entry includes all license and version information.

25.2. The Software includes no third-party data files.

25.3. The Software includes no developer tools, except for “Source” distributions of the Software, which include minor developer tools.

8.0 The NRC requires that a nondisclosure agreement (NDA) be executed in advance of the distribution of any Software to certain parties. That NDA, where applicable, is incorporated by reference into this EULA, and a violation of it constitutes a breach of this EULA. The applicability of an NDA is annotated on the applicable ISL Invoice, contract between ISL and you, or your purchase order; however, it is merely an annotation. The NRC retains exclusive authority to determine the applicability of such an NDA.

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Supplemental EULA Terms 22:

TRACE Product Specific Terms

TRACE was developed at U.S. Government (“Government”) expense, and ISL holds no copyright to or other property interest in the code. It is distributed by ISL for the U.S. Nuclear Regulatory Commission (NRC) under contract, by which ISL implements this EULA. ISL is acting on behalf of the Government wherever a property interest is asserted in the General EULA or in this Supplemental EULA Terms.

- 1.0** Section 8.0 of the General EULA is deleted in its entirety.
- 2.0** Section 9.0 governs support and subscription services and excludes those services, except where they are included in the ISL Invoice, contract between ISL and you, or your purchase order. ISL’s contract with the NRC, NRC Contract No. 31310019D0002, Task Order 1310019F0083, provides for certain user support for CAMP Members, NRC staff, and authorized domestic code users and for telephone assistance for NRC staff and domestic code users during regular business hours. Section 9.0 for the TRACE Product Specific Terms is amended accordingly; additional details are set out in the ISL Invoice, contract between ISL and you, or your purchase order.
- 3.0** Section 13.0 of the General EULA and Section 1.0 of the Supplemental EULA Terms 4 are struck in their entirety.
- 4.0** Section 25.3 of the General EULA is struck in its entirety and the following clause is inserted to replace it: The Software includes no developer tools, except for “Source” distributions of the Software, which include minor developer tools.
- 5.0** The NRC requires that a nondisclosure agreement (NDA) be executed in advance of the distribution of any Software to certain parties. That NDA, where applicable, is incorporated by reference into this EULA, and a violation of it constitutes a breach of this EULA. The applicability of an NDA is annotated on the applicable ISL Invoice, contract between ISL and you, or your purchase order; however, it is merely an annotation. The NRC retains exclusive authority to determine the applicability of such an NDA.

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Supplemental EULA Terms 23:

SNAP Source Code Specific Terms

1.0 Sections 3.0 and 14.0 of the General EULA are struck in their entirety. The following clauses apply in addition to those set out in the General EULA:

2.0 Definitions

- 2.1. SOFTWARE means the SOURCE CODE or executable binary OBJECT CODE of the computer software system consisting of a coordinated set of computer programs called SNAP (all versions up to and including Version 4.*.*).
- 2.2. OBJECT CODE means the executable binary code resulting from the compilation of source code.
- 2.3. SOURCE CODE means the collection of files written in human-readable form of the SOFTWARE.
- 2.4. LICENSED FIELD means and is limited to, use of SOFTWARE in the field of modeling and simulation. LICENSED FIELD specifically excludes use of SOFTWARE in actual operations or associated operational and safety systems or regulatory approval activities.

3.0 License Grant

- 3.1. ISL grants you a non-exclusive, royalty bearing license to the SOFTWARE for you to use the SOFTWARE in the LICENSED FIELD, but not to distribute, modify, sublicense or perform publicly, the SOFTWARE. You must not pledge or attempt to pledge your rights under this License as collateral to a third party.

4.0 Sublicensing

- 4.1. You have no rights to grant sublicenses under this License.

5.0 Deliverables

- 5.1. Within thirty (30) days of the ISL Invoice, contract between ISL and you, or your purchase order, ISL shall provide you with one (1) copy of the SOFTWARE in source code form.

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6.0 Support

- 6.1. You may receive nominal technical staff support guidance in areas such as code installation, code usage recommendations, and debugging.
- 6.2. Any other support shall be the subject of a separate agreement.

7.0 Indemnification and Disclaimer of Warranties and Liabilities

- 7.1. The indemnifications and disclaimers of warranties provided herein are in addition to those set out in the General EULA.
- 7.2. ISL MAKES NO REPRESENTATIONS, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ASSUMES ANY RESPONSIBILITIES WITH RESPECT TO THE SOFTWARE OR ANY DERIVATIVE WORKS, PRODUCTS, PROCESSES OR MATERIALS DEVELOPED IN CONNECTION WITH OR ARISING OUT OF THE SOFTWARE, OR ANYTHING MADE, USED, OFFERED FOR SALE, SOLD, IMPORTED, OR OTHERWISE DISPOSED OF UNDER ANY LICENSE GRANTED IN THIS LICENSE OR THEIR USE BY YOU OR YOUR SUCCESSORS IN INTEREST.
- 7.3. ISL DISCLAIMS ALL LIABILITY WITH RESPECT TO YOUR USE OF THE SOFTWARE. ISL SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES; WHETHER GROUNDED IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, CONTRACT, OR OTHERWISE.
- 7.4. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU SHALL INDEMNIFY AND HOLD HARMLESS ISL FOR ALL DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF YOUR USE OF THE SOFTWARE.
- 7.5. ISL SHALL HAVE NO OBLIGATION TO CONDUCT, REVIEW, OR APPROVE ANY SOFTWARE ACCEPTANCE ACTIVITIES, INCLUDING VALIDATION, VERIFICATION, AND CERTIFICATION, NOR SHALL ISL BE RESPONSIBLE TO CONDUCT, REVIEW, OR APPROVE ANY APPLICATION ACTIVITIES INCLUDING SAFETY ASSESSMENT MODELS, INPUT MODELS, OR DATA USED FOR DEVELOPMENT OF ASSESSMENT MODELS OR INPUT MODELS.

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8.0 Termination

- 8.1. Upon termination of this License, you shall return or destroy all copies of the SOFTWARE in your possession and all other materials pertaining to the SOFTWARE. You agree to certify compliance in writing with such requirement upon ISL's request.
- 8.2. This License will automatically terminate if you pledge or attempt to pledge your rights under this License as collateral to a third party.

9.0 Additional Obligations

- 9.1. You shall notify ISL of deficiencies, defects, or errors that you identify about the SOFTWARE during the term of this License, and you shall offer any suggestions you may have for improving the SOFTWARE.
- 9.2. You shall notify ISL of any new findings that may be discovered through the use of the SOFTWARE, and you may not share or publish those findings without ISL's prior written consent.
- 9.3. You shall ensure that each copy of the SOFTWARE you reproduce or create includes the following notice:
 - 9.3.1. © ISL, Inc., ALL RIGHTS RESERVED