

MAR 12 2014

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 9	
2. AMENDMENT/MODIFICATION NO. MC004		3. EFFECTIVE DATE 03/11/2014		4. REQUISITION/PURCHASE REQ. NO. ZEROREQ-RES-14-0084	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE NRCHQ		7. ADMINISTERED BY (If other than Item 6) CODE NRCHQ	
US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP ATTN ROB ROBINSON 301-287-0905 WASHINGTON DC 20555-0001		US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  APPLIED PROGRAMMING TECHNOLOGY INC 240 MARKET ST STE 208 BLOOMSBURG PA 178151716		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-13-C-04-0031		10B. DATED (SEE ITEM 13) 03/11/2013	
CODE 092982854		FACILITY CODE			

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Mutual Consent of the Parties - FAR 43.103 (a) - Bilateral Agreement

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 0 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this no cost modification is to A) modify Section B.1 "PRICE/COST SCHEDULE" to incorporate the annual membership to the SNAP User's Group; B) incorporate the "COPYRIGHT OF CODES - SPECIAL NUCLEAR PURPOSE LICENSE" clause into Section H; and C) incorporate the "SNAP User's Group Membership Software License Agreement" into Section J. Changes to Section B.1 do not result and in any change to the overall contract value.

Period of Performance: 3/11/2013 - 3/10/2015 (unchanged)

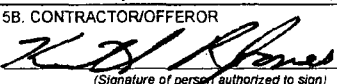
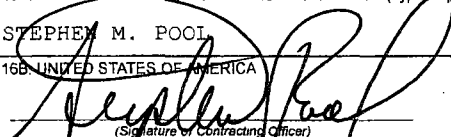
Total Contract Ceiling: \$2,237,921.60 (unchanged)

Total Exercised Ceiling: \$908,798.40 (unchanged)

Total Obligated Amount: \$490,000.00 (unchanged)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Kenneth R Jones, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEPHEN M. POOL	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/27/14	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/4/14

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

ADM002

NAME OF OFFEROR OR CONTRACTOR  
 APPLIED PROGRAMMING TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>See additional pages for specific details regarding this modification. All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES:</p> <p>Period of Performance: 03/11/2013 to 03/10/2015</p>				

**Specific Changes are as Follows:**

1. Modify Section B.1 "PRICE/COST SCHEDULE" as follows:

**"B.1 PRICE/COST SCHEDULE"**

**BASE PERIOD - Period of Performance: 03/11/2013 – 03/10/2014**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>AMOUNT</b>
CLIN 0001	Contractor Performance of Contract Requirements	LOT	1	\$454,400.00

<b>Labor Category</b>	<b>Rate/Hour</b>
Software Architect	\$134.00
Software Engineer III	\$122.00
Software Engineer II	\$100.00
Software Engineer I	\$74.00
Software Developer II	\$72.00

**OTHER COSTS:**

Travel costs for trips to Rockville, MD (reimbursable in accordance with FAR 31.205-46)

**OPTION YEAR 1 - Period of Performance: 03/11/2014 – 03/10/2015**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>AMOUNT</b>
CLIN 1001	Contractor Performance of Contract Requirements	LOT	1	\$449,398.40
CLIN 1002	Annual Membership to SNAP User's Group	EA	1	\$5,000.00

<b>Labor Category</b>	<b>Rate/Hour</b>
Software Architect	\$138.02
Software Engineer III	\$125.66
Software Engineer II	\$103.00
Software Engineer I	\$76.22
Software Developer II	\$74.16

**OTHER COSTS:**

Travel costs for trips to Rockville, MD (reimbursable in accordance with FAR 31.205-46)

**OPTION YEAR 2 - Period of Performance: 03/11/2015 – 03/10/2016**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>AMOUNT</b>
CLIN 2001	Contractor Performance of Contract Requirements	LOT	1	\$449,414.80
CLIN 2002	Annual Membership to SNAP User's Group	EA	1	\$5,000.00

<b>Labor Category</b>	<b>Rate/Hour</b>
Software Architect	\$142.16
Software Engineer III	\$129.43
Software Engineer II	\$106.09
Software Engineer I	\$78.51
Software Developer II	\$76.38

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**OTHER COSTS:**

Travel costs for trips to Rockville, MD (reimbursable in accordance with FAR 31.205-46)

**OPTION YEAR 3 - Period of Performance: 03/11/2016 – 03/10/2017**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>AMOUNT</b>
CLIN 3001	Contractor Performance of Contract Requirements	LOT	1	\$438,011.20
CLIN 3002	Annual Membership to SNAP User's Group	EA	1	\$5,000.00

<b>Labor Category</b>	<b>Rate/Hour</b>
Software Architect	\$146.42
Software Engineer III	\$133.31
Software Engineer II	\$109.27
Software Engineer I	\$80.87
Software Developer II	\$78.67

**OTHER COSTS:**

Travel costs for trips to Rockville, MD (reimbursable in accordance with FAR 31.205-46)

**OPTION YEAR 4 - Period of Performance: 03/11/2017 – 03/10/2018**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>AMOUNT</b>
CLIN 4001	Contractor Performance of Contract Requirements	LOT	1	\$426,697.20
CLIN 4002	Annual Membership to SNAP User's Group	EA	1	\$5,000.00

<b>Labor Category</b>	<b>Rate/Hour</b>
Software Architect	\$150.81
Software Engineer III	\$137.31
Software Engineer II	\$112.55
Software Engineer I	\$83.30
Software Developer II	\$81.03

**OTHER COSTS:**

Travel costs for trips to Rockville, MD (reimbursable in accordance with FAR 31.205-46)

**GRAND TOTAL (BASE AND ALL OPTION YEARS):      \$2,237,921.60**

2. Add clause H.20 "COPYRIGHT OF CODES - SPECIAL NUCLEAR PURPOSE LICENSE" in its entirety:

**"H.20 COPYRIGHT OF CODES - SPECIAL NUCLEAR PURPOSE LICENSE**

(A) The NRC may, pursuant to Section (c) of FAR Clause 52-227-14, direct the contractor to claim a copyright in computer software and associated data first produced in the performance of this contract. More specifically, the SNAP plug-ins for the following codes: TRACE, MELCOR (1.8.6 and 2.1), PARCS, RADTRAD, CONTAIN, FRAPCON, FRAPTRAN, and any future code

plug-ins that are directly developed with resources of the USNRC, unless SPECIFICALLY excepted, in a letter from an USNRC representative. In addition to the general government license rights identified in Section (c) of FAR Clause 52-227-14, such copyright shall be subject to the following Special Nuclear Purpose License rights:

In addition to the license rights granted the government under paragraph (c) of Section I of the contract, 52.227-14 RIGHTS IN DATA-GENERAL (JUN 1987), the contractor grants the NRC and others acting on its behalf an exclusive, paid up, worldwide, irrevocable license to distribute the specific plug-ins listed above for nuclear health and safety purposes, which may include analyses of operational, decommissioned, or designs of nuclear reactor systems and other such facilities involving nuclear technology performed by parties which may include but are not limited to licensees, vendors, contractors, educational institutions, public interest groups, participants in NRC international agreement programs and other government agencies. Further, consistent with NRCAR 2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST, the contractor agrees that it will not sell or distribute the specific plug-ins listed above to or for the use of such parties or participants and that it will not provide technical services relating to these plug-ins to such parties or participants, unless authorized by NRC. In addition, NRC retains the right to improvements made to these plug-ins resulting from the contractor's commercial activity that the NRC contracting officer determines are of use for nuclear health and safety purposes. Further, the contractor agrees to include in any licensing agreement that it may enter into with a third party such limitations as are necessary to preserve the rights of the government, and limit the sale and distribution of the software as described above and as limited by the U.S. Departments of Commerce and State concerning foreign sales.

(B) The NRC reserves the right to direct the contractor to transfer the copyright in for the specific plug-ins listed above to successor contractors subject to the above general government and special license rights. Should NRC determine that it is in the government's interest to have NRC staff perform the software development and maintenance work required under this contract, the contractor agrees to maintain the copyright subject to the above general government and special license rights.

3. Incorporate Attachment B. "SNAP User's Group Membership Software License Agreement" into Section J in its entirety (see next page):

**"SNAP User's Group Membership  
Software License Agreement**

This "License Agreement" is entered into between United States Nuclear Regulatory Commission (Licensee), located at 11545 Rockville Pike, Bethesda, MD 20852 and Applied Programming Technology, Inc. (APT), located at 240 Market St., Suite 208, 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 Applied Programming Technology, Inc. (APT) under this Agreement. This includes the following plug-ins to the Symbolic Nuclear Analysis Package (SNAP) and utility applications:

- RELAP5 Plug-in with 3D support.
- EXTDATA Plug-in and data extraction tool.
- SNAP-MATLAB Interface Library
- APTPlot Analysis Code Support Plug-in.
- GOTHIC Post-processing Plug-in (under development).
- BlackBox Plug-in (under development).
- Next Gen Post-Processing Tools (under development).
- Additional software that may be made available by APT to SNAP User's Group (SUG) members.

**2. LICENSE TO USE**

APT grants the Licensee a non-exclusive and non-transferable 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 Applied Programming Technology, Inc.

Licensee may duplicate Licensed Software. 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.

**4. NO SUPPORT**

APT is under no obligation to support 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. TERMINATION OF AGREEMENT

This Agreement will commence on the date on which Licensee receives Licensed Software (the "Effective Date"). You may terminate this Agreement at any time by destroying all copies of Software. Either party may terminate this Agreement immediately should any Software become, or in either party's 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.

## 6. CONFIDENTIAL INFORMATION

For purposes of this Agreement, "Confidential Information" means: (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'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.

## 7. 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.

## 8. 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 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.

#### 9. 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).

#### 10. 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 Commonwealth of Pennsylvania shall apply. Both parties agree that any claims or disputes shall be governed by the Contract Disputes Act of 1978, 41 U.S.C. §601 et seq.. 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.

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement, without the prior written consent of the other party, except that APT 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 may only be modified in writing signed by an authorized officer of APT.

It is acknowledged and understood that the Licensee is a federal agency of the United States government. Accordingly, and notwithstanding any other terms or conditions contained in this agreement, the Agreement is subject to federal law, remedies, procedures, disputes and payment provisions contained under the Federal Acquisition Regulation (FAR). Agreement terms that are inconsistent with or contrary to federal law and the FAR are deemed inapplicable and superseded. This agreement is subject to availability of appropriated funds.

#### 11. REPORTING DEFECTS

Errors or defects discovered by the licensee will be reported to APT as soon as practicable. APT and Licensee have executed this License Agreement as evidenced by



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their respectively authorized representatives signing on the respective date(s) set forth below:

United States Nuclear Regulatory Commission  
11545 Rockville Pike  
Rockville, MD 20852

\_\_\_\_\_  
*Company*

  
\_\_\_\_\_  
*Signature (Date)*

STEPHEN POOL

\_\_\_\_\_  
*Printed Name*

CONTRACTING OFFICER

\_\_\_\_\_  
*Title (Position)*

301-287-0841

\_\_\_\_\_  
*Phone Number*

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

\_\_\_\_\_  
*Company*

 2/27/14  
\_\_\_\_\_  
*Signature (Date)*

KENNETH R. JONES

\_\_\_\_\_  
*Printed Name*

PRESIDENT

\_\_\_\_\_  
*Title (Position)*

570-387-5000 x201

\_\_\_\_\_  
*Phone Number*

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**  
**[END of M0004]**

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