CONDITIONAL PERMISSION TO DISCLOSE SOURCE CODES AND USER MANUAL

[_____] [Software Developer] hereby releases the source codes and user manual for the [_____] [model name] computer model, as required by 44 CFR Section 65.6(a)(6)(iii) under the following conditions:

A.   Upon the FEDERAL EMERGENCY MANAGEMENT AGENCY's (hereafter "FEMA") receipt of a valid request for [_____]'s [Software Developer] source code and user manual by an "impacted party," FEMA shall forthwith deliver a certified copy of the request to [_____]'s [Software Developer] escrow agent, who shall be in possession of the [_____] [model name] source code and user manual. The escrow agent shall be instructed by the escrow agreement to deliver to the Requester the [_____] [model name] source code and user manual within fourteen (14) days of escrow agent's receipt of the certified request. The Requester shall be charged a nominal sum for postage, copies, and handling and shall deliver said sum to the escrow agent as a condition of the release by escrow agent of the source code and user manual.

B.   Impacted party shall mean an agent of an owner or lessee of land in a community who has filed an appeal under the provisions of 44 CFR, Part 65 or Part 67, and can demonstrate that the preparation of appeal materials requires review of the source code and user manual. As a condition precedent to release, [_____] [Software Developer] shall be provided all information used by FEMA in its determination of whether a Requester qualifies as an impacted party immediately upon FEMA's receipt of same and no later than five (5) days prior to delivery of the request described in Paragraph A above to [_____]'s [Software Developer] escrow agent. As an additional condition precedent to release, Requester shall fully execute and deliver to [_____] [Software Developer] an original of the Disclosure Agreement Regarding Source Codes and User Manual (hereafter "Disclosure Agreement"), a copy of which is attached and marked as Exhibit "A".

C.   Notwithstanding anything herein to the contrary, ▨▨▨▨▨▨▨

[Software Developer] may take any action it deems necessary, including, but not limited to, the

prosecution of any protective order to protect its trade secrets and other rights contained in and

associated with the source codes and user manual.

D.   ▨▨▨▨▨▨▨ [Software Developer] grants this conditional

permission in consideration of FEMA's acceptance of the ▨▨▨▨▨▨▨ [model

name] computer model as an approved computer model as provided in National Flood Insurance

Program and Related Regulations and in consideration of the terms, covenants, and conditions

assumed by Requester, as described in the Disclosure Agreement.

▨▨▨▨▨▨▨

[Software Developer]

_____   By:_____
Witness   [representative of Software Developer]

_____   Date:_____
Witness

                                         Federal Emergency Management Agency

_____   By:_____
Witness

                                         Its: _____
                                         [title of FEMA representative]

_____   Date:_____
Witness