

**SOFTWARE AGREEMENT BETWEEN STUDSVIK SCANDPOWER GmbH
AND NATIONAL RADIATION PROTECTION INSTITUTE**

This Software License Agreement, entered into this 16nd of December, 2021 (Effective Date), by and between National Radiation Protection Institute, v. v. i., Bartoškova 1450/28, 140 00 Praha 4 – Nusle, Czech Republic registered unde company number ID 86652052 with the VAT number CZ86652052 (hereafter referred to as LICENSEE), and Studsvik Scandpower GmbH, DE-22846 Norderstedt, Germany registered under Kiel HRB4839NO with the VAT number DE167895095 (hereafter referred to as LICENSOR). LICENSEE and LICENSOR are referred to in this Agreement together as “PARTIES,” and each as a “PARTY”.

WITNESSETH:

WHEREAS, LICENSOR has the right to grant a license for the use of the SOFTWARE defined in Schedule A, attached hereto and made a part hereof; and

WHEREAS, SOFTWARE is owned by and proprietary to STUDSVIK SCANDPOWER AB, Sweden; and

WHEREAS, SOFTWARE is written in FORTRAN and high-level script Languages; and

WHEREAS, LICENSEE desires a license to use SOFTWARE as specified in Article 1 hereof.

NOW, THEREFORE the PARTIES hereby agree as follows:

ARTICLE I GRANT OF LICENSE

- A Subject to the terms and conditions of this Agreement, LICENSOR hereby grants, and LICENSEE hereby accepts a non-transferable, non-assignable, non-exclusive perpetual license provided in the territory of Czech Republic to use SOFTWARE as defined in this ARTICLE.
- B LICENSEE agrees to use SOFTWARE only for activities to support its mission as nuclear and radiation protection authority, and not to use it for in-core fuel cycle management or other services, commercial or otherwise, for third parties, or to sublicense others to use SOFTWARE, or to copy, reproduce, sell or distribute the SOFTWARE and associated documentation, or by any other means make information about SOFTWARE available to third parties except as necessary to utilize said SOFTWARE as specified in Schedule A. Disclosure of information to third parties is addressed in ARTICLE V.
- C LICENSEE agrees that access to SOFTWARE for uses defined in ARTICLE I-B shall be limited to LICENSEE employees. LICENSEE agrees that access to SOFTWARE for installation, backup and/or maintenance tasks shall be restricted to LICENSEE employees requiring access to perform these tasks.
- D LICENSEE agrees not to attempt to decipher, decompile, or reverse engineer SOFTWARE or otherwise attempt to derive source code or allow others to do so. Additionally, LICENSEE agrees not to tamper or interfere with functionality, delivery, or use of SOFTWARE while using or installing SOFTWARE.
- E LICENSEE agrees that SOFTWARE license is for executable code only and that SOFTWARE entitlement management shall be performed using the FlexNet Publisher Toolkit.
- F The License allows SOFTWARE to be installed and activated on one LICENSEE Server.

ARTICLE II DELIVERABLES

Deliverables provided by LICENSOR are described in Schedule A.

ARTICLE III DELIVERY AND INSTALLATION

- A LICENSOR agrees to deliver SOFTWARE on a mutually agreed upon schedule for the computer system defined in Schedule A.
- B LICENSOR shall be responsible for the installation and activation of SOFTWARE, provide sufficient off-site support and documentation with necessary cooperation provided by LICENSEE.
- C If requested by LICENSEE, LICENSOR shall assist on a consulting basis with on-site

installation support.

- D The installation is complete upon signing of a installation protocol by LICENSEE. LICENSEE is obligated to sign the installation protocol upon full activation of SOFTWARE.
- E The date of installation shall be agreed upon by both parties. The date must be agreed upon within 30 days of signing the contract.
- F Breach of ARTICLE III-E by LICENSOR gives LICENSEE the right to withdraw form the agreement with all its legal consequences.

ARTICLE IV MAINTENANCE AND SUPPORT

- A For a period of one (1) year from the date of installation of SOFTWARE, LICENSOR shall provide SOFTWARE maintenance and technical support to LICENSEE. The maintenance portion includes the right of the LICENSEE to obtain the latest general releases of the SOFTWARE. General releases do not include significant model changes or new capabilities. Maintenance also includes technical support via email and telephone. Technical support provides LICENSEE with responses to questions and/or problems associated with the application of the SOFTWARE.
- B LICENSOR will offer to make available to LICENSEE modifications, improvements, and updates to SOFTWARE which result in product improvements. Such modifications, improvements and updates will be offered when they have been developed and tested.

ARTICLE V OWNERSHIP AND PROPRIETARY RIGHTS

It is mutually agreed that this Agreement involves a license for the use of SOFTWARE and that nothing contained herein shall be deemed to convey any title or ownership interest in SOFTWARE to LICENSEE:

- A LICENSEE agrees that SOFTWARE is the property of STUDSVIK SCANDPOWER AB and is proprietary to STUDSVIK SCANDPOWER AB. LICENSEE agrees to use SOFTWARE only as provided in this Agreement, and to keep confidential and use its best efforts to prevent and protect the contents of SOFTWARE, or any part thereof, from unauthorized disclosure by its agents or employees.
- B Notwithstanding anything contained in this Agreement to the contrary, LICENSEE, in order to have analytic services performed by others may disclose to concerned individuals any external or interface detail as may be reasonably necessary to properly use or understand SOFTWARE. LICENSEE shall, however, not disclose any design characteristics or implementation detail of SOFTWARE unless analytic service vendor first enters into a nondisclosure agreement with LICENSEE to protect the proprietary nature of SOFTWARE and related materials involved and to hold SOFTWARE, or any part thereof, confidential on behalf of STUDSVIK SCANDPOWER AB.
- C Notwithstanding anything contained in this Agreement to the contrary, LICENSEE shall have

the right to disclose SOFTWARE and any related materials pursuant to judicial requirements or to any appropriate federal or state governmental regulatory agency without requiring said agency to execute any form of nondisclosure agreement; provided, however, LICENSEE shall label SOFTWARE and any appropriate related materials as proprietary and shall request that any such governmental agency treat SOFTWARE and said related materials as proprietary.

ARTICLE VI TRAINING

LICENSOR will conduct a five (5) days standard training course once during the first year at LICENSEE's premises.

ARTICLE VII PAYMENT TERMS

- A Payment for the rights granted herein shall be made by LICENSEE to LICENSOR in accordance with the license fees specified in Schedule A. Payments shall be made within 30 days of receipt of invoice.
- B The invoice shall be issued as soon as possible but no later than 3 days after the signing of the agreement.
- C If the invoice does not meet obligatory legal requirements under Czech law, LICENSOR shall be notified within 10 days of issuing the invoice and all actions shall be taken to remedy the situation. Upon issuing of the remedied invoice the payment shall be made within 30 days.

ARTICLE VIII WARRANTY AND LIMITATION OF LIABILITY

- A LICENSOR WARRANTS THAT STUDSVIK SCANDPOWER AB, SWEDEN, IS THE TRUE AND LAWFUL OWNER OF THE SOFTWARE. LICENSOR HEREBY WARRANTS THAT IT HAS THE FULL RIGHT, POWER AND AUTHORITY TO GRANT A LICENSE FOR THE USE OF THE SOFTWARE.
- B NEITHER LICENSOR NOR STUDSVIK SCANDPOWER AB SHALL BE LIABLE FOR ANY DELAY IN FURNISHING SOFTWARE OR DELAY IN ANY PERFORMANCE UNDER THIS AGREEMENT RESULTING FROM CAUSES BEYOND THEIR CONTROL. THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, AND ALL OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT AND ANY DAMAGES, INCLUDING INDEMNIFICATION, SHALL IN NO EVENT EXCEED THE ANNUAL LICENSE FEE PAID BY LICENSEE UNDER THIS AGREEMENT.

ARTICLE IX SEVERABILITY

If any term or provision of this Agreement is held to be unenforceable or in conflict with any laws, local statutes or regulations of any kind, either by arbitration or by court of law with competent jurisdiction, then this Agreement, except for such part or parts thereof, shall continue to be in full force and effect, provided, however, that such remaining terms and provisions of this Agreement still

reflect the original intent of the PARTIES hereto and remain as a workable instrument for the purpose of carrying out the provisions of this Agreement.

ARTICLE X TERMINATION

In the event that LICENSEE makes a material breach of any term or condition of this Agreement, LICENSOR may terminate this License Agreement after giving LICENSEE written notice of such breach and thirty (30) days to cure such breach. Thereafter LICENSEE shall immediately return the SOFTWARE to LICENSOR. LICENSEE agrees that termination will result in no refund of fees paid to LICENSOR and LICENSEE shall pay all scheduled Fees agreed to prior to termination.

In the event that LICENSOR makes a material breach of any term or condition of this Agreement, LICENSEE may terminate this License Agreement after giving LICENSOR written notice of such breach and thirty (30) days to cure such breach. This termination shall give rise to LICENSEE the right to be refunded the Perpetual License Fee paid to LICENSOR.

Upon termination of the License Agreement, LICENSEE shall not use SOFTWARE for any purpose whatsoever, and shall not divulge, disclose, sublicense, or market the SOFTWARE or any part thereof in any fashion.

ARTICLE XI FEE ESCALATION

All fees and rates shall be subject to escalation based upon the German Labor Price Index (LPI) unless otherwise stated. The LPI reported at the end of the third quarter of each year shall be used in determining the change in each fee, effective on January 1 of the following year. The fees shall remain unchanged unless there is an increase in the LPI. The amount of increase in the fee shall be equal to the percentage increase in the LPI over the previous year.

ARTICLE XII TRADE CONTROL LAWS

The delivery and interaction between the Parties will be according to Trade Control Laws, as follows:

- A Parties shall comply with all export control and economic sanctions laws and acquire the necessary authority approval(s) prior to the transfer or provision of goods, technology, software, and services controlled under one or more regulatory regimes, including but not limited to, the requirements of the IAEA Nuclear Supplier's Group, the U.S. Atomic Energy Act, 42 U.S.C. §§ 2011 *et seq.*, the U.S. Department of Energy's export control regulations at 10 C.F.R. Part 810 ("Part 810 Regulations"), and the U.S. Department of Commerce's Export Administration Regulations ("EAR"), 15 C.F.R. § 730 *et seq.*, (collectively, the "Trade Control Laws") which set forth requirements on the possession, transfer, export, and import of goods, technology, software, and services, and which are applicable to anticipated activities under this Agreement.
- B The Parties agree to cooperate and provide reasonable assistance to one another as may be necessary to allow a Party to satisfy its obligations under any or all of the applicable Trade Control Laws imposed by their respective countries.

- C A Party shall not transfer, retransfer, re-export or provide access to goods, technology, software, and services except in compliance with the Trade Control Laws. This includes the acquisition of any and all necessary authorizations required by the Trade Control Laws.
- D Each Party agrees that any goods, technology, software, and services provided under this Agreement will not be used in: (1) any activities involving isotope separation, production accelerator-driven subcritical assembly systems, irradiated nuclear fuel or nuclear target reprocessing, production of heavy water, or production of nuclear fuel containing plutonium; or (2) any nuclear weapon, nuclear explosive, chemical or biological weapon, military activities, or weapon of mass destruction.
- E Each Party is responsible for appropriately: (1) marking goods, technology, and software that are subject to Trade Control Laws, and (2) communicating to the other Party when services are subject to Trade Control Laws. This will help ensure that the receiving Party knows when the goods, technology, software, and services it is receiving are subject to particular Trade Control Laws.
- F The U.S. Government maintains economic sanctions programs, including sanctions currently imposed against Belarus, Burma (Myanmar), Burundi, Central African Republic, Cuba, Democratic Republic of Congo, Iran, Ivory Coast, Liberia, Libya, North Korea, Somalia, Sudan, Syria and Zimbabwe. In addition, the U.S. Government maintains a number of different sanctions regimes that target groups and individuals, wherever located in the world. The Parties agree that they will not transfer, export, re-export, or re-transfer technology or software or any services provided under this Agreement to such sanctioned countries or individuals in violation of U.S. economic sanctions laws, unless they obtain appropriate authorization from the U.S. Government or invoke an applicable license exception.
- G The Parties also agree that to the best of their knowledge, no technology, software, or services provided under this Agreement will be used directly or indirectly for the benefit of parties identified by applicable U.S. Government lists of denied, debarred or otherwise ineligible parties, which include but are not limited to: the U.S. Department of Commerce's Entity List, Denied Persons List, and Unverified List; the U.S. Department of Treasury's Specially Designated Nationals List, List of Sectoral Sanctions Identifications, the Palestinian Legislative Council (PLC) List, the List of Foreign Financial Institutions Subject to Part 561 (the Part 561 List), Persons Identified as Blocked (PIB) Solely to E.O. 13599 Treasury Department and List of Foreign Sanctions Evaders; and the U.S. Department of State's Non-proliferation Sanctions, Arms Export Control Act Debarred List programs. The web address for the U.S. Government's Consolidated Screening List is as follows: <https://www.export.gov/article?id=Consolidated-Screening-List>.
- H Notwithstanding any other provision of this Agreement, the provision of any goods, technology, software, or services under this Agreement that are controlled by Trade Control Laws, is contingent on obtaining all of the required government authorizations, licenses, permits and any other approvals required by Trade Control Laws ("Government Authorization"). Each Party shall be responsible for all costs and fees involved with obtaining the Government Authorizations that it needs to perform under this Agreement. Any delays in the Government Authorization process or the refusal of a competent governmental authority to grant any required Government Authorization shall not constitute a breach of this Agreement, and a Party shall not be liable to

the other Party or third parties for any damages arising from such events.

- I Notwithstanding any other provision of this Agreement, neither Party shall be required by the terms of this Agreement to be directly or indirectly involved in providing any goods, technology, software, or services that are prohibited by applicable Trade Control Laws, if performed by such Party. A Party's reasonable interpretation that a Trade Control Law prevents it from providing any goods, technology, software, or services under this Agreement shall not constitute a breach of this Agreement and such Party shall not be liable to the other Party or third parties for any resulting damages

ARTICLE XIII MISCELLANEOUS**A Notices**

All notices given to or requests made of the PARTIES hereto shall be in writing and be delivered or mailed to the address shown in Schedule A. Notices and requests sent based on ARTICLES III., IV-B, VI, can be sent and delivered using e-mail to the e-mail addresses shown in Schedule A.

B Amendments

Any alteration or modification of this Agreement shall be by mutual agreement of the PARTIES and shall not be binding on any PARTY unless made in writing and agreed to by a duly authorized official of each PARTY.

C Law Applicable

This Agreement shall be governed by the laws of Germany.

D Arbitration

All disputes, controversies or differences arising out of, or relating to this Agreement or the breach thereof which cannot be settled by mutual accord, shall be settled by arbitration, conducted in Germany, in accordance with the rules of the International Chamber of Commerce. Notice of a desire to arbitrate any such dispute, controversy or difference shall be deemed sufficient if mailed, prepaid by registered mail, return receipt requested, to the PARTY at the address designated in Schedule A of this Agreement. The ward of such arbitration shall be final and binding upon both PARTIES hereto.

E Confidentiality of Terms

All PARTIES shall not discuss or otherwise disclose to any third party any terms of this Agreement except as required as part of the procurement process or required under law.

F Anti-Corruption

In connection with its performance under this Contract, each PARTY agrees to adhere to and comply with all applicable laws. Specifically, each PARTY will not give, offer, agree or promise to give, or authorize the giving, directly or indirectly, of any money or other thing of value to anyone as an inducement or reward for favorable action or forbearance from action or the exercise of influence, or take any other action in violation of applicable anti-corruption laws. Each PARTY understands and agrees that, notwithstanding any other provision of this Contract to the contrary, this Contract may be terminated if a PARTY or anyone acting on the Party's behalf fails to comply with this provision.

IN WITNESS WHEREOF, each party herewith cause this Agreement to be executed in duplicate by its duly authorized representative and shall keep a copy thereof for itself.

LICENSEE

LICENSOR

By: Mgr. Aleš Froňka, Ph.D. _____
Authorized Signature

By: Gerd Anton _____
Authorized Signature

Name (Print or Type)

Name (Print or Type)

Title

President Studsvik Scandpower GmbH
Title

16.12.2021

Date

16.12.2021

Date

SCHEDULE A

ARTICLE A.1 - DESCRIPTION OF SOFTWARE AND SERVICES

| ITEM | DESCRIPTION |
|------|---|
| 1 | Executable and test cases for AURORA ¹ |
| 2 | Executable and test cases for HELIOS ¹ |
| 3 | Executable and test cases for ZENITH ¹ |
| 4 | Executable and test cases for ORION ¹ |
| 5 | Libraries (based on ENDF/B-VIIR1) <ol style="list-style-type: none"> 0. 316/48 neutron/gamma group library 1. 264/48 neutron/gamma group library (fast spectrum) 2. 173/48 neutron/gamma group library 3. 58/48 neutron/gamma group library |

¹ SOFTWARE version: 2.03.01 or newer

Documentation Associated with Preceding Items:

| ITEM | DESCRIPTION |
|------|--|
| 1 | User's Manual AURORA, ZENITH and ORION (Electronic pdf format) |
| 2 | HELIOS Methods Manual (Electronic pdf format) |

Under the terms and conditions of this Agreement, LICENSEE can reproduce as many copies of the above Documentation as needed by LICENSEE.

LICENSEE Contact: Marek Ruščák, Michal Čermák

LICENSOR Contact: Gerd Anton

Designated CPU: Windows (64 bit)

Address: National Radiation Protection Institute
Bartoškova 1450/28
140 00 Praha 4 – Nusle Czech Republic

e-mail:

LICENSOR Address: STUDSVIK SCANDPOWER GmbH
Rathausallee 28
DE-22846 Norderstedte
mail:

ARTICLE A.3 - FEES AND SCHEDULE FOR DELIVERY

| ITEM¹ | FEE² | | |
|-------------------------|------------------------|------------|---|
| 1-5 | EUR | 169.000,00 | License fee ³ (including maintenance and support for the first year) |

¹ See ARTICLE A.1

² LICENSEE shall make payment within 30 days of receipt of invoice. All Fees are valid for 2021 and subject to escalation thereafter.

³ License Fees are due after delivery of SOFTWARE.

LICENSEE

By: Mgr. Aleš Froňka, Ph.D.

16.12.2021

Date

LICENSOR

By: Gerd Anton

16.12.2021

Date

SCHEDULE B**Hourly Consulting Rates**

Valid until 31 December 2021

| | | |
|-------------------------------|-----|-----|
| Specialist | EUR | 199 |
| Manager, Principal Consultant | EUR | 179 |
| Senior Consultant | EUR | 160 |
| Consultant | EUR | 140 |
| Assistant | EUR | 96 |