

END-USER SOFTWARE LICENSE AGREEMENT

Between

Nucleonica GmbH
Magdeburger Str. 276139 Karlsruhe
Germany

(hereinafter the “Company”)

and

the End-user of the NUCLEONICA program

(hereinafter the “End-user”).

WHEREAS

The NUCLEONICA program was developed originally at the Institute for Transuranium Elements (ITU) by Dr. J. Magill, and is protected by copyright laws. The Company owns, develops, maintains and distributes the NUCLEONICA program. The Karlsruhe Nuclide Chart Online version is owned by the European Community and is protected by copyright laws. The Company develops, maintains and distributes the Karlsruhe Nuclide Chart Online version on the basis of exclusive license rights.

The End-user must treat the NUCLEONICA software and the Karlsruhe Nuclide Chart Online version including the databases, the Help and all related information such as any other copyrighted material (e.g. a book) as strictly confidential.

1. Definitions

1.1 **Software** means the NUCLEONICA web-suite of computer programs, including the Karlsruhe Nuclide Chart Online version, which provides basic nuclear data on more than 3000 radionuclides in its respective current form as provided by the Company on the website www.nucleonica.com.

1.2 **Software Package** means the Software and support materials distributed by the Company, including but not limited to manuals, flow charts and specifications relating to the Software and its documentation.

1.3 **Use or Used** in connection with the Software, as defined below, means storing any portion of the Software in a machine, and/or transmitting any portion of the Software to a machine for processing and/or compiling, executing or interpreting any machine instructions contained in the Software, and/or displaying any portion of the Software in connection with the processing of such machine instructions. The term Use or Used in connection with Software Package (excluding the Software) shall be interpreted in accordance with its usual and generally understood meaning.

2. License for Software

2.1 The Company grants to the End-user a personal, non-transferable and non-exclusive right to use the Software Package solely for internal purposes (the “End-user License”). The End-user License shall expire automatically upon the earlier of

- (i) the termination of the End-User's (free or premium) access to the NUCLEONICA Portal, or
- (ii) in case of premium access only, the third unsuccessful late payment reminder following non-payment of the license fee, as separately agreed with the Company, or
- (iii) in case of the Karlsruhe Nuclide Chart Online version only, termination of the exclusive license granted by the European Community to the Company .

2.2 The End-user shall not infringe the Company's or the European Community's copyright (as applicable) on the Software Package and on the audio-visual output resulting from use of the Software. The End-user shall not rent, sell, lease, license, lend or otherwise transfer the Software Package. Without prejudice to Article 3.1, he shall not make the Software Package available to any third party through any time-sharing or network arrangement or otherwise. He shall not decode and shall not attempt to decode, avoid or undo the copy protection system incorporated into the Software.

2.3 The End-user is not permitted to make any copies or partial copies of the Software Package for any purpose, except for back-up purposes, without the prior written consent of the Company. All proprietary and copyright notices are precautionary only and do not imply publication. Any copy or partial copy of the Software Package (other than in respect of the Karlsruhe Nuclide Chart Online version) shall be owned by the Company and any copy or partial copy of the Karlsruhe Nuclide Chart Online version shall be owned by the European Community, in each case subject to the license rights granted to the End-user. Any such copy shall be "Software Package" under this Agreement.

2.4 The End-user shall retain all right, title and interest to the End-user's data. The Community or the European Community (as applicable) shall retain all right, title and interest in the Software (respectively).

3. Protection and Security of Software Package

3.1 The End-user agrees that the Software Package is a confidential trade secret of the Company which is exclusively owned (other than in relation to the Karlsruhe Nuclide Chart Online version), developed, maintained and distributed by the Company. The End-user shall not, without the prior written consent of the Company, disclose or otherwise make available the Software Package or any part thereof, or copies thereof to any third party. The End-user agrees to take all reasonable measures to distribute the Software Package only to those of its employees and consultants as are necessary for the use of the licensed granted hereunder, and the End-user shall appropriately bind such employee or consultant to hold the Software Package in confidence and not to disclose the Software Package to anyone.

3.2 The End-user hereby assures the Company that it does not intend to and will not knowingly, without the prior written consent of the Company, transmit, directly or indirectly the Software Package.

3.3 Prior to disposing of any media or apparatus, End-user will ensure that any part of the Software Package contained by such media or stored in such apparatus has been completely erased or otherwise destroyed.

4. Disclaimer of warranty

The Company does not represent or warrant that the functions contained in the Software will meet End-user's requirements, that the Software operation will be error free or that any defects in the Software are correctable or will be corrected. The Company disclaims all warranties relating to the Software Package, expressed or implied, including, but not limited to, any implied warranty against infringement of third parties property rights, of merchantability and fitness for a particular purpose. The Company will not be liable for any loss of use, interruption of business or consequential damages of any kind, except to the extent such is unlawful to exclude.

5. Indemnification and Limitations of Liabilities

5.1 End-user shall defend at its own expenses any claim, suit or proceeding brought against End-user, or the Company, with exception of those claims set forth in section 5.2, insofar as it arises from the End-user's use of the Software Package and shall indemnify and hold the Company harmless for all claims, damages, costs and expenses awarded to End-user or third parties against the Company arising from any such claim, suit or proceeding.

5.2 In the event any claim, suit or proceeding is brought against End-user based on a claim that any portion of the Software Package constitutes an infringement of patent or copyright, or other proprietary rights of any third party arising under the End-user's country law, the Company shall have the right, at its option, to assume the defense of such action. The Company shall not be responsible for any compromise made without its consent. The Company shall have the right, at its option, either to obtain for End-user the right to continue the use of Software Package, substitute other computer software with similar operating capabilities, or modify the Software Package so that they are no longer infringing. In the event that none of the above options are reasonably available, End-user's sole and exclusive remedy shall be to terminate this Agreement, to cease using and to return to the Company all copies of the Software Package.

5.3 The Company shall have, in addition to any other remedies available to it, the right to injunctive relief to enjoin breaches of this Agreement. The End-user hereby acknowledges that other remedies are inadequate to protect the Company's rights.

5.4 The Company shall not be liable to the End-user for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the Software Package, its use or otherwise, except that which it is unlawful to exclude. The Nucleonica GmbH expressly excludes liability for consequential loss or damage which may arise in respect of the Software package, its use, or in respect of other equipment or property, or for loss of profit, business revenue, loss of contracts, goodwill or anticipated savings. The Company accepts no liability for any design, system or use of any product resulting from the use of the Software Package and makes no warranty as to its completeness or accuracy nor that the Software is free of defects, error-free or is of a satisfactory technical or scientific quality. Notwithstanding the above, nothing herein shall be deemed to restrict or exclude any liability of the Company for death or personal injury to the extent only that the same arises as a result of the gross negligence of the Company, its employees, servants, agents or authorised representatives. In the event that any limitation or provision contained in this Agreement shall be held to be invalid for any reason or the Company becomes liable for loss or damage that would otherwise have been lawful to exclude, such liability shall be excluded to the furthest extent possible according to the parties' intention.

6. Termination

6.1 This Agreement may be terminated immediately by the Company upon written notice (including via email) to the End-user, if (i) the End-user breaches any of its obligations contained herein, or (ii) in relation to the Karlsruhe Nuclide Chart Online version, in case the exclusive license granted by the European Community to the Company is terminated.

6.2 Upon termination, the End-user shall immediately delete or destroy the Software Package and purge all copies or any portion thereof from any computer storage device or medium. The End-user shall give the Company a written certification that he has complied with all above obligations.

6.3 The provisions of Sections 2, 3, 5.1, 7.1 shall remain in full force and effect following the termination of this Agreement.

7. General

7.1 Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable, and any attempt by End-user to assign or transfer this Agreement or any right granted hereunder shall be null and void.

7.2 If any term or provision of this Agreement shall be found to be invalid, void or unenforceable then, notwithstanding that term, all other terms of this Agreement shall remain in full force and effect. The invalid or void term shall be replaced by a term which most closely reflects the parties' intention when signing this Agreement.

7.3 Any changes and supplements to this Agreement, including this Clause 7.3, are permissible in writing only

7.4 The parties hereby agree that any dispute between the parties resulting from the interpretation or application of this Agreement which has not been possible to settle amicably shall be submitted to the courts of the place where the Company is domiciled.

7.5 This Agreement shall be governed by the laws of the Federal Republic of Germany.