

THE NAC Reporter® CLICK-WRAP LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: This NAC Reporter® Click-Wrap License Agreement (hereinafter “Agreement”) is a legal contract between you (either an individual or a single business entity which is a reporting organization identified by one or more unique Reporting Identification Symbol(s) (“RIS”) and who is obligated to report information for inclusion in the United States Department of Energy’s (“DOE”) Nuclear Material Management and Safeguards System (“NMMSS”) database, hereinafter referred to as “Licensee”) and NAC International Inc., a Delaware Corporation with headquarters at 3930 E. Jones Bridge Road, Norcross, GA 30092 (hereafter “Licensor” or “NAC”) and owner of the NAC Reporter® internet website and software (the “Software”). The term “Software” also includes any supplied corrections, bug fixes, enhancements, maintenance, assistance, updates or other modifications created and supplied by NAC to Licensee and any user manuals or other documentation supplied by NAC to Licensee in conjunction with the Software. **BY (i) CLICKING THE “ACCEPT” BUTTON BELOW, OR (ii) OTHERWISE USING THE SOFTWARE WITHOUT WRITTEN PERMISSION FROM NAC; YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE EXIT THIS WEBSITE AND DO NOT USE THE SOFTWARE.**

1. LICENSE TERMS

a. *Grant of License.* Provided that Licensee is in material compliance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license (hereinafter “License”) to view and use the Software, including accessing via a NAC-supplied Licensee password, importing Licensee data, printing Licensee reports and sending Licensee e-mails to third parties at Licensee’s sole discretion, and logging out, to facilitate the Licensee’s meeting its obligations as a reporting organization to the NMMSS database. As used herein the parties agree that the use of the term RIS is defined as follows:

DOE Manual 470.4-7:

REPORTING IDENTIFICATION SYMBOL (RIS). A unique combination of three or four letters assigned to each reporting organization by DOE or the Nuclear Regulatory Commission for the purpose of identification in the Nuclear Material Management and Safeguards System database.

b. *Authorized Use.* Licensee shall use the Software only to provide access to the information therein contained and for its preparation of reports while using the Software as provided herein and as required by Licensor, and to manage, update, and maintain information related to Licensee’s NMMSS database reporting obligations.

c. *Restrictions on Use.* Licensee agrees to use the Software only for Licensee’s NMMSS database reporting obligations. Licensee, its agents or affiliates shall be prohibited from using the Software without proper NAC-supplied account number(s) and password(s) and payment to Licensor, in accordance with this Agreement, unless provided otherwise in writing by Licensor to Licensee. Under no circumstances shall Licensee (i) permit any unrelated third parties to use the Software, (ii) process or permit to be processed the data of any other party, or (iii) use the Software in the operation of a service bureau or in competition with Licensor in respect of the DOE NMMSS database.

d. *Modifications; Reverse Engineering.* Licensee agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Licensee shall not disassemble, decompile or reverse engineer the Software or attempt to do the same. Licensee shall not permit or assist any third party to disassemble, decompile or reverse engineer the Software.

e. *Material Terms and Conditions.* Licensee specifically agrees that each of the terms and conditions of this Section 1 are material and that failure of Licensee to comply with these terms and conditions shall constitute sufficient cause for Licensor to terminate this Agreement. The presence of this Subsection 1.e shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either Party.

f. *Reservation of Rights.* Licensor hereby reserves any and all rights not expressly and explicitly granted in this

Agreement, including, but not limited to, Licensor's right to license the Software to any third party.

g. *Term of License.* Unless otherwise terminated as set forth herein, the term of the License granted hereunder shall extend for a period of twelve (12) calendar months from the Licensee's acceptance of this Agreement and Price as provided herein. Licensee may terminate this License at any time, for any portion of such period, by discontinuing its use of the Software and notifying Licensor in writing. Upon receipt by Licensor of such notice, Licensor may immediately disable Licensee's access to the Software, at its sole discretion, without notice to and without recourse by Licensee.

h. *Representations by Licensee.* By accepting this Agreement and using the Software, Licensee hereby represents and warrants that all information provided by Licensee to Licensor during the Licensee-registration process for the Software is true and accurate in all material respects. Licensee further represents and warrants that Licensee has been duly authorized to enter into this Agreement for and on behalf of any person, company, or other entity specified during the Licensee-registration process for the Software. Should either of these representations prove false at any time, Licensor may, in Licensor's sole discretion, immediately discontinue Licensee's access to and disable Licensee's use of the Software, without notice to and without recourse by Licensee.

i. *Price; Payment; Other Consulting Services.* Licensee payment in full, by check, credit card, purchase order commitment, or other commercially acceptable form to Licensor, in advance, is prerequisite to Licensor's issuance of a password authorizing Licensee to commence its use of the Software, unless otherwise mutually agreed by the parties in writing. Licensee shall select, in advance of use of the Software, from Licensor-supplied list of features and prices, which Licensor shall provide to Licensee, and which features as selected by Licensee and corresponding price thereof shall be the price paid for the Software under this Agreement ("Price") and shall be deemed to be incorporated by reference as a material term of this Agreement. Upon Licensee's click-wrap acceptance of this Agreement and Price, Licensor shall provide an electronic receipt to Licensee signifying such acceptance. It is expressly understood that this Agreement governs only the NAC Reporter® scope of services. Any additional professional consulting services provided by NAC to Licensee shall be governed by separate agreement(s) in writing.

2. INTELLECTUAL PROPERTY RIGHTS

a. *Title.* Licensee and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, trade secrets and know-how, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party. No title to the Software is transferred hereby and Licensee's rights hereunder are strictly limited as set forth herein.

b. *Transfers.* Under no circumstances shall Licensee sell, license, publish, display, distribute, or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without Licensor's prior written consent.

3. WARRANTY; DISCLAIMER OF WARRANTIES

a. *Warranty.* Licensor warrants to Licensee that the Software will assist Licensee in their preparations for reporting their nuclear material accounting activities to the DOE NMSS database electronically and will help facilitate Licensee's obligation to keep and report its data compliant with NMSS requirements.

b. *Disclaimer.* NO WARRANTY IS MADE THAT USE OF THE NAC REPORTER™ SOFTWARE SHALL BE ERROR-FREE, VIRUS-FREE OR UNINTERRUPTED OR THAT NAC IS RESPONSIBLE FOR FULFILLING LICENSEE'S REPORTING OBLIGATIONS TO THE DOE NMSS DATABASE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO TITLE OR INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT AND

CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR COMPLIANCE WITH APPLICABLE NMMSS REPORTING REQUIREMENTS INCLUDING ACCURACY OR COMPLETENESS. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to Licensee. This warranty gives Licensee specific legal rights, and Licensee may also have other legal rights, which vary from jurisdiction to jurisdiction.

4. LIMITATION OF LIABILITY

IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS AND CIVIL PENALTIES, ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR FROM ANY BREACH OF WARRANTY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL COMBINED AND CUMULATIVE LIABILITY OF EITHER PARTY, ITS PARENTS OR AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE SHALL NOT EXCEED THE PRICE AS DEFINED HEREIN. LICENSOR SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH FAILURE IS CAUSED BY REASONS BEYOND LICENSOR'S COMMERCIALY REASONABLE CONTROL, AND LICENSOR SHALL IN ANY EVENT HAVE A COMMERCIALY REASONABLE PERIOD OF TIME TO CORRECT ANY SUCH FAILURES, BUT LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR LICENSOR'S FAILURE TO DO SO SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND REFUND OF ANY UNUSED PRO RATA PORTION OF PAYMENTS FOR SERVICES NOT YET RENDERED SUBJECT TO THIS PROVISION. LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER, NOTWITHSTANDING ANYTHING ABOVE TO THE CONTRARY, FOR ERRORS, INACCURACY OR INCOMPLETENESS, OF ANY INFORMATION TRANSMITTED FROM THE SOFTWARE BY THE LICENSEE TO ANY THIRD PARTY.

5. GENERAL PROVISIONS

a. *Modifications.* Licensor may alter or revise the terms of this Agreement by giving Licensee thirty (30) days notice of the changes to be made. If Licensee does not agree to accept the changes, Licensee's sole remedy shall be to discontinue Licensee's use of the Software and refund of any unused pro rata portion of payments for services not yet rendered, in accordance with this Agreement.

b. *Governing Law/Venue/Jurisdiction.* The validity, construction, interpretation, and performance of this Agreement shall be governed in all respects pursuant to the laws of the State of Georgia in the United States, without regard to its conflict of laws principles. In regard to any action to enforce or interpret this Agreement, or otherwise arising out of or relating to this Agreement, each party (i) consents and submits to the exercise of personal jurisdiction over such party by either the Superior Court of Gwinnett County, State of Georgia or the United States District Court for the Northern District of Georgia (referred to as the "Court"); (ii) consents to the exclusive venue in either Court; (iii) waives any and all objections to jurisdiction and venue in either Court; and (iv) waives any objection that either Court is an inconvenient forum. Each party further agrees that jurisdiction and venue concerning any legal or equitable action to enforce or interpret this Agreement, or otherwise arising out of this Agreement, shall rest exclusively in either the Superior Court of Gwinnett County, State of Georgia or the United States District Court for the Northern District of Georgia, so that any such action shall be brought and defended in either Court.

c. *Termination.* Without prejudice to any other rights, Licensor may terminate this Agreement if Licensee fails to comply with the terms and conditions of this Agreement. In such event, Licensor may deny access to the Software and Licensee must discontinue use of the Software. Licensor may terminate this Agreement at any time, for any reason, upon notice in writing to Licensee and subject to refund of any unused pro rata portion of payments for services not yet rendered, in accordance with this Agreement.

d. *Severability.* Except as otherwise set forth in this Agreement, the provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity,

legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

e. *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to the subject matter.

f. *Waiver.* Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions and/or covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

g. *Read and Understood.* Licensee hereby acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

h. *Headings.* The headings to the Sections and Subsections of this Agreement are included merely for convenience of reference and shall not affect the meaning of the language included therein.

i. *Notice.* The NAC Reporter® Software was prepared by NAC based upon data obtained from sources considered reliable and/or calculations consistent with technical principles considered applicable, in NAC's sole discretion. NAC is a wholly owned subsidiary of Hitachi Zosen Corporation. NAC is solely responsible for the NAC Reporter® Software provided under this Agreement and the information contained therein. Neither Hitachi Zosen Corporation nor any of its other subsidiaries has participated in, or contributed to, the preparation of the Software or influenced the data or conclusions reached by NAC in respect of the Software.