

## LICENSE AGREEMENT

- I. The State of Ohio (“State”), through the Department of Health (“ODH”), with offices at 246 North High Street, Columbus, Ohio 43215, to the extent it may have any right to, hereby grants to the United States Nuclear Regulatory Commission (NRC), a non-exclusive, non-transferable, royalty free license (“License”) to set up a simulated Radioactive Material Licensing System (also known as RADMAT), as developed by ODH, software environment. This would include the source code, custom written code, database creation scripts, a sample data set, and any other components that are required to set up a simulated RADMAT environment (“Software”). Should the NRC determine that the simulated RADMAT is the best alternative to meet its technical requirements, then the terms of this license agreement would apply into perpetuity.
- II. The NRC understands and agrees that the State shall not be responsible for maintenance or update of the Software after delivery to the NRC. The NRC further understands and agrees that it shall not obtain copyright, patent or other proprietary protection for the Software and above listed items. The NRC may modify the Software at its own expense and shall maintain all rights to those modifications, inclusive of the Software.
- III. **Exclusion:** The License does not include any right to use or disclose any information that the Software may contain that is unique to the State, such as personally identifiable information related to the State’s clients or business partners. To the extent any such information is embedded in the Software, the NRC will keep such information confidential and will remove and destroy such information before using or disseminating the Software. This License also does not extend to any third party software or other intellectual property that may be imbedded in or that the software may rely upon, and the NRC will be solely and exclusively responsible for obtaining appropriate rights to use such third party software or other intellectual property, if any.
- IV. **General Exclusion of Warranties:** THE SOFTWARE IS PROVIDED AS IS AND WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- V. **Third party claims:** This License is subject to any third party claim to the Software, and the NRC is solely responsible for obtaining the right to use any third party intellectual property that the Software may contain or rely upon.
- VI. **Governing Law:** If any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability

of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.

This License Agreement shall be governed by, and interpreted in accordance with, the laws of the United States. To the extent that Federal law does not apply and state law could become applicable to this License Agreement, the laws of the State of Ohio shall apply.

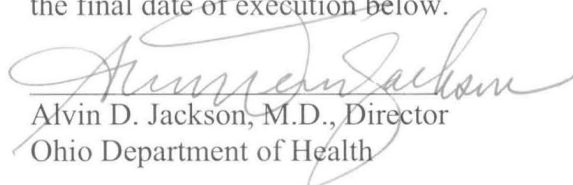
Disputes between the parties relating to the execution, performance, validity, interpretation, or construction of this License Agreement that cannot be resolved amicably by the parties shall be submitted to the exclusive jurisdiction of the Boards of Contract Appeals or Court of Federal Claims, in accordance with the Federal Contract Disputes Act.

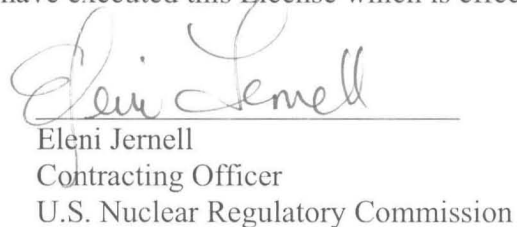
## **VII. Miscellaneous Provisions:**

- A. Term.** The term of this perpetual License shall be from the date of the execution of this License Agreement by both parties and shall remain in force unless terminated under the terms of this License Agreement.
- B. Termination.** Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and , unless a later date is specified in such notice, termination shall be effective fifteen (15) days after the date such notice is received.
- C. Termination for cause.** Notwithstanding the provisions of Article VIII, section (B) of this Agreement, this Agreement and all rights granted thereby, including, but not limited to, NRC's License shall automatically terminate without notice from the State if NRC attempts to assign, sub-license, transfer or otherwise convey, without first obtaining the State's written consent, any of the rights granted to NRC by or in connection with this Agreement.
- D. Effect of termination.** All rights granted by this Agreement, including, without limitation, NRC's right to use the Software, shall expire upon termination of this Agreement, and upon termination NRC shall immediately cease and desist from all further use of the Software, with the exception of the NRC-funded software modifications.
- E. Assignment.** NRC shall not assign, sub-license, transfer, or otherwise convey NRC's rights or obligations under this Agreement without the State's prior written consent.
- F. Entire agreement.** This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

- G. Amendments.** This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.
- H. Waivers.** The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.
- I. Monetary obligations.** It is expressly understood and agreed by the parties that all monetary obligations, if any, on the part of the State as a result of this Agreement are subject to the requirements of Ohio Revised Code section 126.07. All monetary obligations, if any, shall be subject to the availability of appropriated funds.
- J. Nondiscrimination.** In carrying out this Agreement, neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in Ohio revised Code section 125.111, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- K. NRC Project Support Contractors.** NRC may either award or have awarded management, engineering, technical, and other professional support service contracts (hereafter referred to as Project Support Contractors). Project Support Contractors may require access to proprietary and other data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded NRC personnel. Project Support Contractors shall agree to protect proprietary information of the Contractor (NRC) and ODH in accordance with Federal Acquisition Regulation (FAR) 9.505-4, to not engage in the production of products (including software) owned or controlled by Contractor (NRC) and ODH, and to otherwise abide by 48 C.F.R. (FAR) Subpart 9.5 and Nuclear Regulatory Commission Acquisition Regulation – 48 C.F.R. Part 2009.5, both entitled “Organizational Conflicts of Interest”.

IN WITNESS WHEREOF, the parties herein have executed this License which is effective as of the final date of execution below.

  
 Alvin D. Jackson, M.D., Director  
 Ohio Department of Health

  
 Eleni Jernell  
 Contracting Officer  
 U.S. Nuclear Regulatory Commission

Date: 12-12-08

Date: 12/3/08