

CROSS LICENSE AGREEMENT

This Cross License Agreement ("Agreement") is entered into as of the Effective Date (defined below) between the Electric Power Research Institute, Inc. ("EPRI"), a non-profit corporation organized under the laws of the District of Columbia, and the U.S. Nuclear Regulatory Commission ("NRC"). EPRI and NRC are each herein referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, EPRI conducts research and development relating to the generation, delivery, and use of electricity for the benefit of the public and encourages, on a broad and non-discriminatory basis, the availability and use of the results of its research;

WHEREAS, EPRI and the NRC have worked collaboratively pursuant to the MOU entitled "Extremely Low Probability of Rupture (xLPR) v2" to develop the xLPR Version 2 computer code (the "Code");

WHEREAS, EPRI and the NRC have each independently funded development of certain portions of the Code and related materials;

WHEREAS, EPRI and the NRC desire to license to each other the portions of the code developed by such party to enable the other party to use the code as provided in this Agreement;

WHEREAS, the Parties intend that this Agreement govern internal use of the code by each Party and that any future development or distribution activities will be governed by a separate agreement;

WHEREAS, each of EPRI and the NRC has the right to grant the license provided herein;

WHEREAS, the Parties intend this Agreement and the activities hereunder to further the public benefit purposes of EPRI and the NRC.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, EPRI and the NRC agree as follows:

Article I. Definitions.

1.01 "NRC License" means the licenses granted by EPRI to the NRC pursuant to Section 2.01 herein.

1.02 "NRC Materials" means those portions of the Code and related materials funded by the NRC.

1.03 "Confidential Information" shall have the meaning set forth in Article V below.

1.04 "Derivative Work(s)" means any form into which the EPRI Materials or the NRC Materials may be recast, transformed or adapted, including modification, revision, condensation, translation, abridgment or expansion of the EPRI Materials or the NRC Materials.

1.05 "Effective Date" of this Agreement shall be the date of signature of the last of the Parties to execute this Agreement.

1.06 "EPRI Intellectual Property Rights" are any patent, copyright, trademark, trade secret, know-how, or other intellectual property rights of EPRI.

1.07 "EPRI License" means the licenses granted by the NRC to EPRI pursuant to Section 2.02 herein.

1.08 "EPRI Material(s)" means those portions of the Code and related materials funded by EPRI.

Article II. License Grant and Restrictions.

2.01 License Grant to the NRC.

(a) Subject to the terms of this Agreement, EPRI hereby grants to the NRC an internal use, royalty-free, personal, nonexclusive, nontransferable license to perform, reproduce, display, and use the EPRI Materials for the benefit of the NRC.

(b) No sale, lease, loan, or transfer of the EPRI Materials, EPRI Intellectual Property Rights, or Confidential Information owned or controlled by EPRI is granted herein. The NRC shall not, without EPRI's prior written consent,

directly or indirectly: (i) disclose any EPRI Materials to any third party, except for technical assistance contractors performing work on NRC's behalf subject to confidentiality terms at least as restrictive as this agreement; (ii) prepare or have prepared derivative works based upon the EPRI Materials; (iii) copy the EPRI Materials; (iv) use the EPRI Materials or any Confidential Information to create materials the same as or substantially similar to any of the foregoing; (v) grant any sublicenses of the EPRI Materials to any third party; or (vi) remove or cover any of EPRI's proprietary rights notices from the EPRI Materials.

2.02 License Grant to EPRI.

(a) Subject to the terms of this Agreement, NRC grants EPRI an internal use, royalty-free, personal, nonexclusive, nontransferable license to perform, reproduce, and use the NRC Materials for the benefit of EPRI.

(b) No sale, lease, loan, or transfer of the NRC Materials or Confidential Information owned or controlled by NRC is granted herein. EPRI shall not, without NRC's prior written consent, directly or indirectly: (i) disclose any NRC Materials to any third party, except for third party contractors performing work on EPRI's behalf subject to confidentiality terms at least as restrictive as this agreement; (ii) prepare or have prepared derivative works based upon the NRC Materials; (iii) copy the NRC Materials; (iv) use the NRC Materials or any Confidential Information to create materials the same as or substantially similar to any of the foregoing; (v) grant any sublicenses of the NRC Materials to any third party; or (vi) remove or cover any of NRC's proprietary rights notices from the NRC Materials.

Article III. Title and Ownership.

3.01 EPRI shall retain all right, title, and interest in the EPRI Materials, any Derivative Works thereof and the EPRI Intellectual Property Rights.

3.02 The NRC shall retain all right, title, and interest in the NRC Materials and any Derivative Works thereof.

Article IV. Royalties. The licenses granted herein are royalty free with no other fees or payments of any kind due hereunder.

Article V. Confidential Information. The Parties may provide to one another information that is confidential ("Confidential Information"), which the Parties hereby agree includes the Code. All other information which is Confidential Information must, prior to its disclosure, (a) be labeled as "Confidential" or otherwise clearly identified as confidential, or (b) if disclosed orally, be identified as such and reduced to writing, marked as "Confidential" and delivered to the recipient within twenty (20) days of such disclosure. Confidential Information shall not include information which: (i) is or becomes a part of the public domain through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; (iv) is independently developed by the receiving Party by individuals without knowledge of or access to the Confidential Information; or (v) is disclosed by operation of law, provided that the Party required to disclose the Confidential Information has notified the owner thereof of its obligation to disclose and has provided reasonable assistance to prevent disclosure. Subject to the permitted disclosures described in the EPRI License set forth in Section 2.02 herein, the Parties agree to hold each other's Confidential Information in confidence for five (5) years after disclosure, provided however that protection of the Code shall be perpetual.

VI. Limitation of Warranties and Remedies.

6.01 Each Party hereto warrants that it has the right to grant the license and other rights as set forth herein. EPRI does not warrant that the EPRI Materials do not infringe third party intellectual property rights and shall not indemnify the NRC for infringement claims or expenses incurred therewith.

6.02 EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, EPRI LICENSES AND THE NRC ACCEPTS THE EPRI MATERIALS "AS IS," WITH NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, NRC LICENSES AND

EPRI ACCEPTS THE NRC MATERIALS "AS IS," WITH NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF ANY PARTY TO ANY OTHER PARTY OR TO ANY THIRD PARTY FOR A CLAIM OF ANY KIND RELATED TO THIS AGREEMENT, THE EPRI MATERIALS THE NRC MATERIALS OR ANY SERVICE BY EPRI OR THE NRC, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (A) THE AGGREGATE FEES PAID, IF ANY, TO EPRI OR TO THE NRC, AS APPLICABLE, FOR THE EPRI MATERIALS OR THE NRC MATERIALS INVOLVED IN THE CLAIM OR (B) \$10,000.00. IN NO EVENT WILL ANY PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOST DATA, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY BY ANY OTHER PARTY SHALL BE TERMINATION OF THIS AGREEMENT AS SET FORTH HEREIN.

Article VII. Term and Termination.

7.01 The term of this Agreement shall commence on the Effective Date and, unless sooner terminated under the provisions herein, shall continue until the expiration of the NRC's rights in the NRC Materials or EPRI's rights in the EPRI Materials, whichever is last to occur.

7.03 Termination by EPRI.

(a) EPRI may, on notice and with immediate effect, terminate this Agreement and the NRC License if: (i) the NRC breaches the payment, confidentiality, or license provisions hereof; (ii) the NRC attempts to assign this Agreement without EPRI's prior written approval, or (iii) the NRC substantially discontinues its work related to xLPR. EPRI may also terminate this Agreement and the NRC License if the NRC breaches any other term of this Agreement and fails to cure the breach within twenty (20) days after being notified of such breach.

(b) Upon any termination pursuant to this Section 7.03, the NRC shall cease use of the EPRI Materials and shall, within thirty (30) days of such termination, return the EPRI Materials and any reproductions thereof and uninstall or otherwise permanently delete the EPRI Materials from the NRC's computer systems.

7.04 Termination by the NRC.

(a) The NRC may, on notice and with immediate effect, terminate this Agreement and the EPRI License if: (i) EPRI breaches confidentiality, or license provisions hereof; (ii) insolvency or bankruptcy proceedings are voluntarily or involuntarily instituted against EPRI (EPRI shall give immediate notice to the NRC of its knowledge of such proceedings), (iii) EPRI attempts to assign this Agreement without the NRC's prior written approval, or (iv) EPRI substantially discontinues its business. The NRC may also terminate this Agreement and the EPRI License if EPRI breaches any other term of this Agreement and EPRI fails to cure the breach within twenty (20) days after being notified of such breach.

(b) Upon any termination pursuant to this Section 7.04, EPRI shall cease use of the NRC Materials and shall, within thirty (30) days of such termination, return the NRC Materials and any reproductions thereof and uninstall or otherwise permanently delete the NRC Materials from EPRI's computer systems.

7.05 The Parties' right to terminate the Agreement shall not be affected by any waiver of or failure to take any action with respect to any previous defaults. Articles I, III, V, VI, and VIII shall survive termination of this Agreement.

7.06 For purposes of this Agreement, "permanently delete" as referenced in this Section 7 does not include the deletion of electronically stored information that would be kept as a matter of routine information technology back-up. For the avoidance of doubt, the Parties may not use any such electronically stored information in any manner, except for legal archive purposes.

Article VIII. Miscellaneous.

8.01 The NRC and EPRI shall comply with all laws, rules, and regulations including, without

limitation, all U.S. and foreign export laws and regulations. The Parties agree that access to and use of the EPRI Materials is hereby granted with the specific understanding and requirement that responsibility for ensuring compliance with all applicable U.S. and foreign export laws and regulations are being undertaken by the NRC. This includes an obligation to ensure that any individual receiving access hereunder who is not a U.S. citizen or permanent U.S. resident is permitted access under applicable U.S. and foreign export laws and regulations. The Parties further agree that access to and use of the EPRI Materials by the NRC should be limited to its employees and technical assistance contractors on a need-to-know basis, who are subject to confidentiality obligations regarding third party intellectual property. Although EPRI may make an informal assessment of the applicable U.S. export classification for the EPRI Materials, the NRC acknowledges that this assessment is solely for informational purposes and not for reliance purposes. The NRC acknowledges that it is still the obligation of the NRC to make its own assessment of the applicable U.S. export classification and ensure compliance accordingly. The NRC further understands and acknowledges its obligations to make a prompt report to EPRI and the appropriate authorities regarding any access to or use of the EPRI Materials hereunder that may be in violation of applicable U.S. and foreign export laws or regulations.

8.02 Any notice, report or statement required to be given or made hereunder shall be considered properly given if sent by registered or certified mail, return receipt requested, postage paid to the respective addressee of each Party as follows:

U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001
Tel: 800-368-5642

Electric Power Research Institute, Inc.
3420 Hillview Avenue
Palo Alto, CA 94303
Attn: Legal Department
Tel: 650-855-2000
Fax: 650-855-2128

8.03 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force. Waiver by any Party for a breach of this

Agreement shall not constitute a waiver of any other breach. This Agreement, including the Attachments, constitutes the complete agreement among the Parties and supersedes all previous and contemporaneous agreements, written or oral, concerning the subject matter hereof. This Agreement may only be amended or terminated in a duly executed writing.

8.04 (a) Mediation. If a dispute arises out of or relating to this Agreement, or any breach thereof, and if such dispute cannot be settled through direct negotiation among the Parties, the Parties shall submit the dispute to mediation with a mediator to be mutually agreed upon by the Parties. The mediation may be initiated by the written request of any Party and sent to the other Parties, and shall be concluded within six (6) months of receipt of such notice, unless otherwise agreed by the Parties.

(b) Governing Law. This Agreement shall be governed by, and interpreted in accordance with the federal laws of the United States, and submitted to the exclusive jurisdiction of the Civilian Board of Contract Appeals or Court of Federal Claims in accordance with the Contract Disputes Act. Expenses and attorney fees are recoverable only to the extent authorized by federal law. To the extent Federal law does not exist and existing state law could become applicable to this Agreement, the laws of the State of California shall apply.

8.05 EPRI is an independent contractor and shall so represent itself in all regards. The NRC is a Federal regulatory agency and shall so represent itself in all regards. Neither EPRI nor the NRC shall represent itself as an agent of the other, or attempt to bind the other in any way. Neither NRC nor EPRI shall assign this Agreement, or any of its rights or obligations hereunder, without obtaining the other Party's prior written consent, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

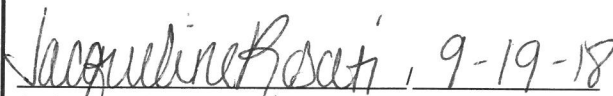

8.06 The NRC acknowledges that EPRI neither endorses products or services, nor allows the data or other results of EPRI work to be used as an endorsement. Therefore, the NRC agrees that it will not, whether explicitly or through implication, use EPRI's name, logo, trademarks, the name, title, or statements of EPRI employees, this Agreement, or the results of work from this Agreement for advertising or other promotional

purposes, raising of capital, recommending investments, or in any way that states or implies endorsement by EPRI. Any exceptions to this Section 8.06 will require the advanced written approval of EPRI's head of Marketing, which may be withheld at EPRI's sole discretion.

8.07 Except as otherwise expressly provided for herein, no licenses are granted to the NRC for any EPRI Materials or EPRI Intellectual Property Rights and EPRI may use any other distribution channels or license fees for the EPRI Materials. EPRI reserves all rights and remedies under copyright, trademark, patent, service mark, trade secret, unfair competition and other applicable laws, administrative regulations and all rights not expressly granted to the NRC herein.

[Signature page follows]

Intending to be legally bound, the Parties' duly authorized representatives have executed this Agreement below.

EPRI: Electric Power Research Institute, Inc. 3420 Hillview Ave. Palo Alto, CA 94303	NRC: U.S. Nuclear Regulatory Commission Washington, DC 20555-0001
 / 9-19-18	 / 9-24-2018
Authorized Signature for EPRI / Date	Authorized Signature for the NRC / Date
JACQUELINE ROSATI / SR. CORP. COUNSEL	RAYMOND V. FIRSTENAU / Director, Nuclear Regulatory Research
Printed Name of EPRI's Authorized Signatory/Title	Printed Name of the NRC's Authorized Signatory/Title