

WORK FOR OTHERS AGREEMENT NO. WFO-13-021

BETWEEN

BATTELLE SAVANNAH RIVER ALLIANCE, LLC

OPERATING UNDER PRIME CONTRACT NO. 89303321CEM000080
FOR THE U.S. DEPARTMENT OF ENERGY

And

JEN Jülicher Entsorgungsgesellschaft für Nuklearanlagen mbH
(formerly AVR GmbH/FORSCHUNGSZENTRUM JÜLICH GmbH)

MODIFICATION NO. 10

This AGREEMENT MODIFICATION, entered into this the ____ day of _____ 2022, by and between BATTELLE SAVANNAH RIVER ALLIANCE, LLC, a company duly organized and existing under the laws of the state of Delaware and having a principal office in Aiken, South Carolina 29808 (hereinafter called "BSRA"), as the successor-in-interest to the rights and obligations of the former party to the Work for Others Agreement WFO-13-021 Savannah River Nuclear Solutions, LLC (hereinafter called "SRNS") and acting under Control No. 89303321CEM000080 with the UNITED STATES OF AMERICA (hereinafter called the "Government"), as represented by the DEPARTMENT OF ENERGY (hereinafter called "DOE") and JEN Jülicher Entsorgungsgesellschaft für Nuklearanlagen mbH (JEN) formerly AVR GmbH/Forschungszentrum Jülich GmbH, having a principal office in Jülich, Germany. JEN will hereinafter be referred to as the "Sponsor;" the parties to this AGREEMENT MODIFICATION being referred to individually as a "Party," and collectively as "Parties."

BACKGROUND

BSRA and the Sponsor have agreed that the services provided under Work for Others Agreement WFO-13-021 have created a beneficial relationship for both Parties. It has been determined by BSRA and the Sponsor that certain rights and obligations related to the licensing of BSRA-owned patents require further clarification.

This Modification No. 10 to Work for Others Agreement WFO-13-021 is entered into and by BSRA and the Sponsor for the purpose of clarifying the option rights associated with the relevant BSRA-owned patents and the payment obligations related to the maintenance of such patents.

This Modification No. 10 to Work for Others Agreement WFO-13-021 is also entered into and by BSRA and the Sponsor for the purpose of clarifying that BSRA, as the successor-in-interest to the former party (SRNS), has assumed the rights and obligations of SRNS under the Work for Others Agreement WFO-13-021. The Parties acknowledge that each reference to SRNS within the Work for Others Agreement WFO-13-021 and any related modifications should be interpreted as referring to BSRA.

This Modification No. 10 to Work for Others Agreement WFO-13-021 changes the following Article and Appendix as follows:

ARTICLE XIV. PATENT RIGHTS

(replace existing section 5 under Modification No. 4 to Work for Others Agreement WFO-13-021 with the following)

5. Option for Patent License. The Parties agree that the Sponsor may need access to the following BSRA owned technologies to further the objectives of the Sponsor in funding this Agreement: SRNS 13-007/017 – *Low Temperature Chemical Processing of Graphite-Clad Nuclear Fuels*; and SRS 15-017 – *Low Temperature Vapor Phase Digestion of Graphite*. BSRA hereby agrees that, in the event either Party determines that German high temperature reactor graphite fuels and materials shall not be processed in the United States and the non-determining Party is notified of such determination by a written communication from the determining Party (the “Option-Triggering Event”), the Sponsor shall have a conditional, limited option to non-exclusively license certain European patents and/or applications deriving from SRNS 13-007/017 and SRS 15-017 pursuant to the terms and conditions of the Option-Based Non-Exclusive Patent License Agreement attached hereto as Appendix C. The option shall only be exercisable by Sponsor for a term that begins on the date of the Option-Triggering Event and runs for a period of six months thereafter (the “Option Term”), at which point the option shall expire. Sponsor shall exercise the option by providing written notice to BSRA within the Option Term specifying the exercise of such rights. Upon exercise of the option by Sponsor within the applicable Option Term, the Parties will act in good faith to execute the Option-Based Non-Exclusive Patent License Agreement within a reasonable period of time thereafter.

Maintenance of Optioned Patents/Applications. Sponsor shall be responsible for the payment of all costs, fees, and other expenses associated with prosecuting, validating, and maintaining each and every patent/application available to be licensed under the Option-Based Non-Exclusive Patent License Agreement, including any and all annuity or maintenance fee payments. Failure to make any of such payments shall result in the automatic revocation and termination of the conditional, limited option provided herein. Sponsor shall immediately notify BSRA in the event Sponsor has no further interest in maintaining a given patent/application available to be licensed hereunder. Upon receipt of such notification, the conditional, limited option provided herein with respect to such patent/application shall be automatically revoked and terminated.

Liability and Indemnification. Sponsor will provide appropriate liability protections and indemnifications to BSRA, DOE and the US Government under the Option-Based Non-Exclusive Patent License Agreement.

APPENDIX A. STATEMENT OF WORK

WORK REQUIREMENTS

Section 3.0 Task Requirements is modified to delete in its entirety existing Task ID Number 16 under Modification No. 8 to Work for Others Agreement WFO-13-021.

All other terms, conditions, and provisions of Work for Others Agreement WFO-13-021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Modification as of the day, month, and year first above written.

FOR UNITED STATES DEPARTMENT OF ENERGY:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

FOR BATTELLE SAVANNAH RIVER ALLIANCE, LLC:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

**FOR JEN JÜLICHER ENTSORGUNGSGESELLSCHAFT FÜR NUKLEARANLAGEN
MBH:**

By: _____
(Signature)

Name: B. Vollenbrady

Title: Tech. Dir.

Date: 30 MAR 2022

By: _____
(Signature)

Name: Ulrich Schäffler

Title: Com. Dir.

Date: 30 MAR 2022

WFO AGREEMENT WFO-13-021

(RESEARCH AND DEVELOPMENT ON GRAPHITE DESTRUCTION FOR THE
PEBBLE BED FUEL ELEMENTS)

APPENDIX C

OPTION-BASED NON-EXCLUSIVE PATENT LICENSE AGREEMENT

Between

BATTELLE SAVANNAH RIVER ALLIANCE, LLC

And

JÜLICHER ENTSORGUNGSGESELLSCHAFT FÜR NUKLEARANLAGEN MBH

For

Low Temperature Vapor Phase Digestion of Graphite

BSRA License Agreement No. LA-20-002

Battelle Savannah River Alliance, LLC
Aiken, South Carolina

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OPTION-BASED NON-EXCLUSIVE PATENT LICENSE AGREEMENT

This Option-Based, Non-Exclusive Patent License Agreement ("License Agreement"), effective when signed by both Parties, is by and between **Battelle Savannah River Alliance, LLC ("BSRA")**, a Delaware corporation whose principal place of business is located at Aiken, South Carolina and **Jülicher Entsorgungsgesellschaft für Nuklearanlagen mbH ("Licensee")**, whose principal place of business is located at Wilhelm-Johnen-Strasse, 52428 Jülich, Germany; the Parties to this License Agreement being referred to individually as a "Party," and collectively as "Parties."

BACKGROUND

WHEREAS, BSRA, subject to a reservation of rights by the United States Government ("US Government") and certain other conditions, owns rights in certain technologies related to the processing of spent nuclear fuel; and

WHEREAS, the Parties, or their predecessors in contract, have entered into a Work for Others Agreement WFO-13-021, effective as of May 19, 2014, associated with the development of scale-up technology for processing German high temperature reactor graphite fuels and materials ("WFO Agreement") and have subsequently modified the WFO Agreement through various modification agreements, including Modification No. 10 to the WFO Agreement; and

WHEREAS, the Parties will either enter or have entered into a Strategic Partnership Project Agreement No. SPP-21-010 associated with the further development of scale-up technology for processing German high temperature reactor graphite fuels and materials ("Phase 1 SPP Agreement"); and

WHEREAS, pursuant to Modification No. 10 to the WFO Agreement and/or the Phase 1 SPP Agreement, Licensee was or will be granted a conditional, limited option to non-exclusively license certain European patents and/or applications owned by BSRA, with such option coming into effect and being exercisable only upon either Party determining that German high temperature reactor graphite fuels and materials shall not be processed in the United States and the non-determining Party being notified of

such determination by a written communication from the determining Party (the "Option-Triggering Event"); and

WHEREAS, the Option-Triggering Event has occurred and Licensee has validly exercised its option in accordance with the terms and conditions of Modification No. 10 to the WFO Agreement and/or the Phase 1 SPP Agreement; and

WHEREAS, the Parties now desire to set forth the terms and conditions that shall apply in relation to the non-exclusive license resulting from the exercised option;

THEREFORE, in consideration of the premises, and covenants and agreements contained herein, the Parties hereto agree to be bound as follows:

1. DEFINITIONS

- 1.1 "BSRA Patent Rights" shall mean the patents and/or patent applications listed in Appendix A.
- 1.2 "Licensed Products" shall mean any and all items, methods or processes, or parts thereof, which are produced by or employ the practice of any inventions claimed in the BSRA Patent Rights, and whose manufacture, use or sale would constitute, but for the license granted to Licensee pursuant to this License Agreement, an infringement of any claim in the BSRA Patent Rights.
- 1.3 "Field of Use" shall mean the processing of German high temperature reactor graphite fuels and materials within any of the following jurisdictions: Germany, France, and the United Kingdom.

2. LICENSE GRANT

- 2.1 Subject to the terms and conditions of this License Agreement, BSRA hereby grants to Licensee a limited, non-exclusive, non-transferable (except as otherwise provided herein), revocable, paid-up (except as otherwise provided herein) license under the BSRA Patent Rights solely to manufacture or use Licensed Products within the Field of Use.

2.2 Subject to the terms and conditions of this License Agreement, BSRA also hereby grants to Licensee the right to sublicense to third parties the limited rights granted to Licensee herein under the BSRA Patent Rights for the sole purpose of manufacturing or using the Licensed Products within the Field of Use. For the avoidance of doubt, the scope of any sublicense granted by Licensee hereunder shall not exceed the scope of the rights granted to Licensee by BSRA via this License Agreement. No sublicense shall be granted by Licensee hereunder without the prior written consent of BSRA and any appropriate US Government authorization, which shall not be unreasonably withheld. As provided in Section 6.4, scale-up technology related to BSRA Patent Rights is subject to United States ("US") export control laws. Licensee's transfer of any rights related to such scale-up technology to a sublicensee may require an export license and/or other authorizations from the US Government.

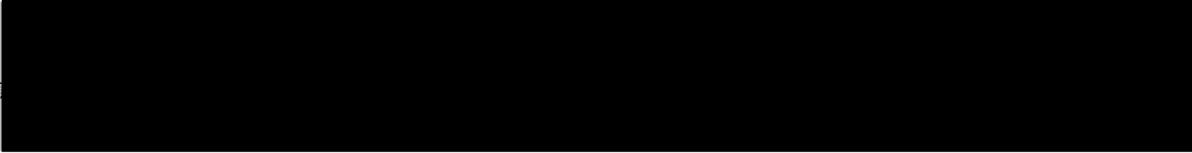
2.3 Licensee is granted NO rights to any United States patents and/or applications or any other patents and/or applications not listed within Appendix A of this License Agreement.

3. RECORDS AND REPORTS

3.1 Licensee shall adhere to the reporting requirements set forth in Appendix B to this License Agreement.

4. PATENT MAINTENANCE

4.1 As a condition for maintaining the license granted herein, Licensee shall be solely responsible for all costs, fees, and other expenses associated with prosecuting, validating, and maintaining each and every patent/application included within BSRA Patent Rights. Licensee's obligation to underwrite and to pay for all of such costs, fees, and other expenses shall continue throughout the term of this License Agreement. Notwithstanding such obligation, Licensee hereby acknowledges that all of the referenced patents/applications shall be completely held by and remain in the name of BSRA.

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- 4.2 BSRA retains the sole right and authority to make all decisions regarding maintenance and/or litigation of all patents/applications related to BSRA Patent Rights. In the event Licensee has no further interest in maintaining a given patent/application listed in Appendix A, Licensee shall immediately notify BSRA to allow BSRA to make decisions regarding any future maintenance of said patent/application.
- 4.3 Licensee's failure to make any of the required payments in accordance with this section shall result in the automatic revocation and termination of the license granted herein. Additionally, upon Licensee notifying BSRA that Licensee has no further interest in maintaining a given patent/application listed in Appendix A, the license granted herein in relation to said patent/application shall be automatically revoked and terminated.

5. INFRINGEMENT BY THIRD PARTIES

- 5.1 Licensee shall notify BSRA of any discovered third-party infringement of any BSRA Patent Rights and both Parties shall consult about the discovered infringement. At its sole discretion, subject to DOE approval, BSRA shall take appropriate action to stop or prevent such infringement. If both Parties wish to take appropriate action jointly and BSRA approves of such joint action, the Parties may enter into a separate litigation management agreement to address litigation costs/recoveries. BSRA shall also have the sole discretion to decide to take no action against any alleged infringement.
- 5.2 In the event of any action of a third party against the validity of any of the patents listed in Appendix A, both parties shall consult about defending such patent(s). At its sole discretion, subject to DOE approval, BSRA shall take appropriate action to defend the subject patent(s). If both Parties wish to take appropriate action jointly and BSRA approves of such joint action, the Parties may enter into a separate agreement to address related costs. In such instance, Licensee will be responsible for no less than half of the associated defense costs. BSRA shall also have the sole discretion to decide to take no action against any invalidity action brought by a third party.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 BSRA represents and warrants that Appendix A contains a complete and accurate listing of the BSRA Patent Rights and that BSRA has the right to grant the rights, licenses, and privileges granted herein.
- 6.2 BSRA represents and warrants that BSRA has no knowledge of any claims of infringement filed against BSRA for practicing BSRA Patent Rights anywhere in the world.
- 6.3 Except as set forth hereinabove, BSRA makes NO REPRESENTATIONS OR WARRANTIES, express or implied, with regard to the infringement of proprietary rights of any third party.
- 6.4 Licensee acknowledges that any scale-up technology relating to the BSRA Patent Rights is subject to US export control laws. Export licenses and/or other authorizations from the US Government may be required for the export of such scale-up technology. Licensee acknowledges that export control requirements may change and that the export of scale-up technology to others, including any sublicensees, without an export license and/or other appropriate US Government authorization shall be deemed a material breach of this License Agreement and BSRA shall have the right to immediately terminate this License Agreement. Furthermore, the export of scale-up technology to others, including any sublicensees, without an export license or other appropriate US Government authorization may result in criminal liability under US laws.

7. DISCLAIMERS AND INDEMNITY

- 7.1 Neither BSRA, the DOE, the US Government, nor persons acting on their behalf will be responsible for any injury to or death of persons or other living things; injury to or destruction of property; contamination of water, air or land; or for any other loss, damage, or injury of any kind whatsoever resulting from Licensee's use of BSRA Patent Rights.

7.2 NEITHER BSRA, THE DOE, THE US GOVERNMENT NOR PERSONS ACTING ON THEIR BEHALF MAKE ANY WARRANTY, EXPRESS OR IMPLIED: (1) WITH RESPECT TO THE MERCHANTABILITY, ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY SERVICES, MATERIALS, INFORMATION, OR LICENSED SUBJECT MATTER (INCLUDING THE BSRA PATENT RIGHTS AND LICENSED PRODUCTS) FURNISHED HEREUNDER; (2) THAT THE USE OF ANY SUCH SERVICES, MATERIALS, INFORMATION, OR LICENSED SUBJECT MATTER (INCLUDING THE BSRA PATENT RIGHTS AND LICENSED PRODUCTS) WILL NOT INFRINGE PRIVATELY OWNED RIGHTS; (3) THAT THE SERVICES MATERIALS, INFORMATION, OR LICENSED SUBJECT MATTER (INCLUDING THE BSRA PATENT RIGHTS AND LICENSED PRODUCTS) FURNISHED HEREUNDER WILL NOT RESULT IN INJURY OR DAMAGE WHEN USED FOR ANY PURPOSE; OR (4) THAT THE SERVICES, MATERIALS, INFORMATION, OR LICENSED SUBJECT MATTER (INCLUDING THE BSRA PATENT RIGHTS AND LICENSED PRODUCTS) FURNISHED HEREUNDER WILL ACCOMPLISH THE INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE, INCLUDING THE INTENDED OR PARTICULAR PURPOSE. FURTHERMORE, BSRA AND THE DOE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY LICENSED PRODUCTS MANUFACTURED, USED, OR SOLD BY LICENSEE. NEITHER BSRA NOR THE DOE SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES IN ANY EVENT.

7.3 Licensee agrees to indemnify and hold harmless BSRA, the DOE, the US Government and persons acting on their behalf for all damages, costs, and expenses, including attorney's fees, arising from, but not limited to, Licensee's making, using, selling, performing, or exporting of any BSRA Patent Rights, information, or Licensed Products.

7.4 BSRA Patent Rights and any related Licensed Products are subject to a reservation in the US Government to a nonexclusive, nontransferable, irrevocable, paid-up license to practice and have practiced throughout the world, by or on behalf of the US Government, any and all such rights as well as certain

[REDACTED]

march-in rights and any other conditions of waivers granted by DOE. The license granted herein to Licensee is subject to such reservation.

8. TERM OF AGREEMENT AND EARLY TERMINATION

- 8.1 Unless otherwise terminated by operation of law or the acts of the Parties in accordance with the terms of this License Agreement, this License Agreement shall run to and terminate upon the expiration, abandonment, invalidation, and/or other termination of the last patent/application listed in Appendix A.
- 8.2 Notwithstanding the foregoing Section 8.1, in the event that Licensee solely determined that German high temperature reactor graphite fuels and materials shall not be processed in the United States, this License Agreement shall terminate ten (10) years from the effective date of this License Agreement, but shall in no event extend beyond the expiration, abandonment, invalidation, and/or other termination of the last patent/application listed in Appendix A.
- 8.3 Either Party shall have the right to terminate this License Agreement without judicial resolution after a breach of any provision by the other Party has gone uncorrected for sixty (60) days after the other Party has been notified of such breach.
- 8.4 Licensee shall provide notice to BSRA of its intention to file a voluntary petition in bankruptcy or of another Party's intention to file an involuntary petition in bankruptcy for Licensee, said notice to be received by BSRA at least thirty (30) days prior to filing such a petition. Licensee's failure to provide such notice to BSRA of such intentions shall be deemed a material and incurable breach of this License Agreement and BSRA shall have the right to immediately terminate this License Agreement.
- 8.5 Licensee agrees that this License Agreement shall automatically terminate upon any attempt by Licensee to offer Licensee's rights under this License Agreement as collateral to a third party.


- 8.6 Licensee, if not then in breach of any portion of this License Agreement, may voluntarily terminate this License Agreement upon giving sixty (60) days written notice to BSRA.

9. RIGHTS OF PARTIES AFTER TERMINATION

- 9.1 Neither Party shall be relieved of any obligation or liability under this License Agreement arising from any act or omission committed prior to the effective date of such termination.
- 9.2 From and after any termination of this License Agreement, all rights and licenses granted herein to Licensee and all sublicenses granted by Licensee shall be automatically revoked and shall be considered terminated, including Licensee's right (and any applicable sublicensee's right) to practice under any BSRA Patent Rights.
- 9.3 The rights and remedies granted herein, and any other rights or remedies which the Parties may have, either at law or in equity, are cumulative and not exclusive of others. On any termination, Licensee shall duly account to BSRA and transfer to it all rights to which BSRA may be entitled under this License Agreement.
- 9.4 Both parties agree that the terms of Section 6.4 and the duty to comply with all export control laws, rules, restrictions, and practices shall remain upon termination.

10. USE OF NAMES AND TRADEMARKS; NONDISCLOSURE AGREEMENT

- 10.1 Except as provided for under this License Agreement or as permitted by the express written consent of the affected Party, the use of the name of either Party or the US Government, the DOE, the Savannah River National Laboratory or the Savannah River Site or abbreviations or contractions thereof in advertising, publicity or other promotional activities is strictly prohibited.

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- 10.2 Either Party may disclose the existence of this License Agreement, the Parties, the technology licensed, and the nature of the grant. Neither Party may disclose to third parties those portions of this License Agreement which have been identified as being proprietary, except those portions BSRA may be required to release under applicable law.

11. FORCE MAJEURE

- 11.1 No failure or omission by BSRA or by Licensee in the performance of any obligation under this License Agreement shall be deemed a breach of this License Agreement or create any liability if the same shall arise from acts of God, acts or omissions of any government or agency thereof, compliance with requests, recommendations, rules, regulations, or orders of any governmental authority or any office, department, agency, or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays in transportation.

12. ASSIGNABILITY

- 12.1 The US Government may direct BSRA to assign BSRA's interest in this License Agreement to a successor Contractor for the Savannah River National Laboratory without the consent of Licensee. The successor automatically replaces BSRA in this License Agreement and thus has the same rights and duties resulting from this License Agreement.
- 12.2 This License Agreement may be assigned by Licensee to a third party only in conjunction with the sale or transfer of substantially all of Licensee's assets, and only with the written consent of BSRA and appropriate US Government authorization, which shall not be unreasonably withheld.

13. NOTICES

13.1 All notices and reports shall be addressed to the Parties hereto as follows:

If to BSRA:

Attention: Bryan Williams
Battelle Savannah River Alliance, LLC
Savannah River National Laboratory
Savannah River Site
Bldg. 773-51A, Rm. 141
Aiken, SC 29808, USA
Telephone: (803) 989-6194
Email: bryan.williams@srnl.doe.gov

If to LICENSEE:

Attention: Viola Köndgen / Copy to: Denis Niedrée
JEN Jülicher Entsorgungsgesellschaft für Nuklearanlagen mbH
Postfach 11 60
52412 Jülich
Germany
Telephone: +49 2461 629 47295 / +49 2461 629 46017
Email: Viola.Koendgen@JEN-Juelich.de / Denis.Niedree@JEN-Juelich.de

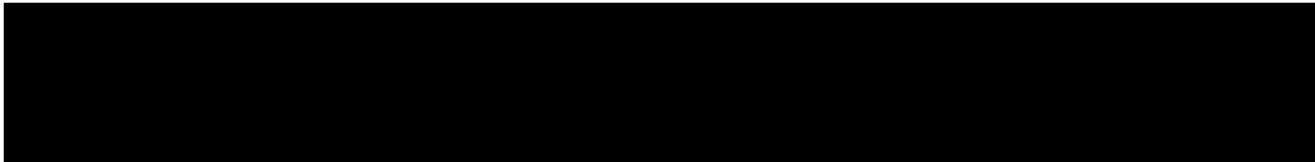
13.2 Any notice, report or any other communication required or permitted to be given by one Party to the other Party by this License Agreement shall be in writing and either (a) served personally on the other Party, (b) sent by express, registered or certified first-class mail, postage prepaid, addressed to the other Party at its address as indicated above, or to such other address as the addressee shall have previously furnished to the other Party by proper notice, (c) delivered by commercial courier to the other Party, or (d) sent by facsimile to the other Party at its facsimile number indicated above or to such other facsimile number as the Party shall have previously furnished to the other Party by proper notice, with machine confirmation of transmission.

14. DISPUTE RESOLUTION

- 14.1 The Parties shall attempt to settle any claim or controversy arising from this License Agreement through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator chosen by the Parties within 30 days after written notice by one Party demanding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, and the Parties will share the costs of the mediation equally. If the dispute cannot be resolved by negotiation or mediation, the Parties agree to terminate the License Agreement within sixty (60) days formal notice by either Party.
- 14.2 It is the policy of BSRA that all employees, in the performance of their responsibilities, shall adhere to the highest possible standards of ethical and business conduct. BSRA has established an Ombudsman in the BSRA Office of General Counsel. The Ombudsman is responsible for helping to resolve Licensee complaints, disputes, or inquiries, arising under this License Agreement when such concerns have not been resolved by responsible BSRA officials. The Ombudsman may be contacted by phone at (803) 226-3893. The Ombudsman will investigate the complaint or inquiry and provide the caller with a response. The caller may remain anonymous, if he or she chooses.

15. GOVERNING LAWS

- 15.1 United States Federal Law shall govern this License Agreement to the extent that there is such law. To the extent that there is no applicable United States Federal Law, the law of the State of South Carolina shall govern.
- 15.2 The official text of this License Agreement and any appendices, exhibits, modifications, or any notices or reports required by this License Agreement shall be in English. In the event of any dispute concerning the construction or meaning of this License Agreement, reference shall be made only to this License Agreement as written in English and not to any other translation into another language. All



communications between the Parties regarding this License Agreement shall be conducted in English.

16. WAIVERS

- 16.1 The failure of BSRA at any time to enforce any provisions of this License Agreement or to exercise any right or remedy shall not be construed to be a waiver of such provisions or of such rights or remedy or the right of BSRA thereafter to enforce each and every provision, right or remedy.

17. MODIFICATIONS

- 17.1 It is expressly understood and agreed by the Parties hereto that this instrument contains the entire agreement between the Parties with respect to the subject matter hereof and that all prior representations, warranties, or agreements relating hereto have been merged into this document and are thus superseded in totality by this License Agreement. This License Agreement may be amended or modified only by a written instrument signed by the duly authorized representatives of both Parties.

18. HEADINGS

- 18.1 The headings for the sections set forth in this License Agreement are strictly for the convenience of the Parties hereto and shall not be used in any way to restrict the meaning or interpretation of the substantive language of this License Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement and Appendices to be duly executed in their respective names by their duly authorized representatives.

FOR BATTELLE SAVANNAH RIVER ALLIANCE, LLC:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

FOR JÜLICHER ENTSORGUNGSGESELLSCHAFT FÜR NUKLEARANLAGEN MBH:

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

BSRA PATENT RIGHTS

Related to BSRA License Agreement No. LA-20-002

The component parts of this Appendix A are as follows:

- All national parts of European Patent No. EP 3 123 479 B1 (issued September 4, 2019), in particular the validated part in Germany under File No. 60 2014 053 226.8, entitled "Low Temperature Chemical Processing of Graphite-Clad Nuclear Fuels"
- All national parts of European Patent No. EP 3 356 574 B1 (issued October 10, 2020), in particular the validated parts in France (FR 3356574, filed November 11, 2021), Germany (File No. 60 2016 046 451.9), and the United Kingdom (EP(GB) 3356574, filed October 6, 2021), entitled "Low Temperature Vapor Phase Digestion of Graphite"

APPENDIX B

REPORTING PLAN

Related to BSRA License Agreement No. LA-20-002

B.1 Licensee agrees to provide BSRA with an annual report outlining its usage of BSRA Patent Rights, including usage of BSRA Patent Rights by any applicable sublicensees.

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Initials: JEN_____ BSRA_____

App. C1/1

LA-20-002 JEN
23 March 2022