

SELLER NUCLEAR LIABILITY ADDENDUM

For purposes of this or any other agreement between Contractor and Buyer, the following terms have the following meanings: (i) "Contractor" shall mean the quoting, proposing, offering or selling party identified in any quotation, proposal or offer to Buyer for the sale of work, goods and/or services, and its corporate parents, subsidiaries, shareholders, directors, officers, agents, affiliates, employees, successors, assigns, subcontractors and suppliers; and (ii) "Buyer" shall mean Buyer and its corporate parents, subsidiaries or affiliates.

**Notwithstanding anything contained in this or any other agreement between Contractor and Buyer to the contrary and to the fullest extent allowed by law, in the event that the work, goods or services provided by Contractor and/or otherwise identified herein are provided, used, or otherwise employed in, on or around a facility generating and/or employing in any manner nuclear or radioactive material and/or or generating nuclear, radioactive or ionizing radiation whether as a fuel, product or any other substance (the "Nuclear Substances"), Buyer:**

(i) shall, prior to such provision, use or employment, (a) arrange for insurance (in an amount satisfactory to Contractor) or governmental indemnity protecting Contractor against any claims, actions, proceedings, losses, damages, cost and expense, including legal fees, and/or other liability incurred by Contractor, regardless of its nature or type, related in any way to the work, goods or services provided, or to be provided by Contractor (collectively, "Claims"), and (b) provide to Contractor a certificate of insurance naming Contractor as an additional insured on such insurance policies (or other written evidence satisfactory to Contractor), and

(ii) **HEREBY RELEASES, INDEMNIFIES AND HOLDS HARMLESS CONTRACTOR FROM AND AGAINST ANY CLAIMS OR DAMAGE, INCLUDING BUT LIMITED TO LOSS OF USE, LOST PROFITS, AND EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN ANY MANNER ARISING OUT OF A NUCLEAR INCIDENT INVOLVING THE NUCLEAR SUBSTANCES IN ANY WAY, WHETHER ALLEGED TO BE DUE, IN WHOLE OR IN PART TO THE NEGLIGENCE OR OTHERWISE OF CONTRACTOR OR ANY OTHER PARTY RELEASED OR INDEMNIFIED HEREUNDER.**

All such insurance or governmental indemnity described above in subsection (i) must be primary and non-contributory with Contractor's insurance program. All deductibles, self-insured retentions or similar arrangements applicable to any governmental indemnity or insurance contract contemplated hereby shall be for the account of and paid exclusively by Buyer. This Paragraph shall survive the expiration or termination of this agreement for any reason.

**NOTWITHSTANDING THE FOREGOING, AND REGARDLESS OF ANYTHING CONTAINED IN THIS OR ANY OTHER AGREEMENT BETWEEN CONTRACTOR AND BUYER TO THE CONTRARY, CONTRACTOR SHALL HAVE NO LIABILITY TO BUYER WITH RESPECT TO THE WORK, SALE OF GOODS OR PROVISION OF SERVICES UNDER SUCH AGREEMENT FOR LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES.**