

COMMERCIAL LICENSE AGREEMENT AND CONFIDENTIALITY (NDA)

for the J3 Atomic v7.3 High-Res database

Editable model – completion with the parties' details, number of users and agreed commercial terms

Note: This document is an editable contractual model and must be reviewed/adapted by the company's lawyer before signing, especially regarding penalties, limitation of liability, taxation, jurisdiction and client-specific clauses.

Agreement no.: [_____]

Date: [_____]

Place of signing: [_____]

1. CONTRACTING PARTIES

1.1. ROTRONIC IMPEX SRL, with its registered office in Bucharest, Romania, registered with the Trade Register under no. J40/4929/1993, VAT ID RO3885705, bank account IBAN RO83INGB0000999918586654, legally represented by Cornel Lemnaru, as Supplier/Licensor, hereinafter referred to as the "Supplier".

1.2. [Client name], with its registered office at [_____], registered with the Trade Register under no. [_____], VAT ID [_____], bank account IBAN [_____], legally represented by [_____], as Client/Licensee, hereinafter referred to as the "Client".

1.3. The Supplier and the Client are referred to individually as the "Party" and jointly as the "Parties".

2. DEFINITIONS

2.1. "Database" means the J3 Atomic v7.3 High-Res nuclear dataset delivered to the Client in .csv format, containing B_CALC (MeV/n) values for 10,343 nuclei, with maximum limits $Z \leq 132$ and $N \leq 218$, as well as any files, metadata, technical documentation or associated examples delivered by the Supplier.

2.2. "Raw Data" means the rows, columns, individual values, tabular structure, metadata and the delivered .csv file, regardless of the format in which they are subsequently copied, exported, converted, uploaded or stored.

2.3. "J3 Atomic v7.3 High-Res Methodology" means the model, logic, formula, parameters, calculation, calibration and validation procedures used to generate the delivered values, regardless of whether or not they are disclosed to the Client.

2.4. "Confidential Information" means any technical, commercial, economic, scientific or operational information communicated by the Supplier to the Client, including the Database, Raw Data, prices, documentation, correspondence, invoices, offers, the agreement, the methodology and any information marked or reasonably treated as confidential.

2.5. "Derivative Products" means results, AI models, reports, analyses, publications, graphs, predictions, software applications, conclusions, commercial products or calculation workflows created by the Client through the use of the Database, without including the Raw Data in a directly accessible or reconstructible form.

3. SUBJECT MATTER OF THE AGREEMENT

3.1. The Supplier grants the Client a commercial license to use the J3 Atomic v7.3 High-Res Database, under the terms of this Agreement.

3.2. The Agreement also includes confidentiality/NDA obligations regarding the Database, Raw Data, methodology and any technical or commercial information communicated between the Parties.

3.3. The Client confirms that it acquires a right of use over the Database, not ownership rights over the Database, the Raw Data or the J3 Atomic v7.3 High-Res methodology.

4. DESCRIPTION OF THE LICENSED PRODUCT

4.1. The licensed product is a nuclear database with 10,343 nuclei, in which B_CALC (MeV/n) is calculated entirely with J3 Atomic v7.3 High-Res.

4.2. The Database includes nuclei from the theoretical Weizsäcker–Skyrme 4 (WS4) database, completed with the $A < 16$ region, ensuring continuous coverage from very light nuclei to super-heavy and hyper-heavy nuclei, extended up to $Z \leq 132$ and $N \leq 218$.

4.3. Delivery is made in .csv format, by e-mail or through another secure channel agreed in writing by the Parties.

4.4. Any samples, screenshots, values displayed on the website, presentations or examples are provided exclusively for demonstration purposes, unless the Parties explicitly agree otherwise in writing.

5. TYPE OF LICENSE AND TERM

5.1. The license is non-exclusive, non-transferable, non-sublicensable and limited to the purposes expressly permitted under this Agreement.

5.2. For the version of the Database delivered to the Client, the license is perpetual after full payment of the price, unless the license is terminated for breach of the Agreement.

5.3. The perpetual license does not include, in the absence of a separate clause, the right to free updates, future versions, recalibrations, extended technical support or access to the internal calculation methodology.

5.4. The right of use begins on the date of confirmation of full payment and delivery of the Database.

6. RIGHTS PERMITTED TO THE CLIENT

6.1. The Client may use the Database for internal research, numerical simulations, development and calibration of AI models, scientific analysis, technological projects, internal reports, scientific publications and derived commercial applications.

6.2. The Client may integrate the Database into its own computing infrastructure, including internal workstations, internal servers or cloud infrastructure controlled by the Client, provided that the security and confidentiality obligations are respected.

6.3. The Client may use the Database for training, validation, testing or calibration of AI models, provided that the resulting model, interface, API or commercial product does not allow the extraction, reconstruction, export or direct consultation of the Raw Data.

6.4. The Client may publish scientific results, graphs, conclusions, comparisons or selected values obtained through the use of the Database, subject to the clauses regarding source citation, confidentiality and the prohibition of substantial publication of the Raw Data.

6.5. The Client may use the Derivative Products for its own commercial purposes, including in software products, reports, consulting services, predictive models or AI applications, provided that the raw Database is not transmitted, sublicensed or made accessible to third parties.

7. USERS, COMPUTERS, SERVER AND CLOUD

7.1. The license covers the use of the Database by the Client's internal personnel involved in the declared project, within the limit of a maximum number of [] authorized users.

7.2. Use on multiple computers, servers or cloud instances is permitted only if they are controlled by the Client and are used for the licensed purposes.

7.3. The Client shall implement reasonable measures to prevent unauthorized access, uncontrolled copying, public download, public indexing or exposure of the Database to third parties.

7.4. Access by external collaborators, contractors, consultants, partner universities or other affiliated entities is permitted only with the Supplier's prior written consent or if they are explicitly included in Annex 2 and are contractually bound to confidentiality at least equivalent to this Agreement.

8. PROHIBITIONS AND RESTRICTIONS

8.1. The Client is prohibited from redistributing, reselling, sublicensing, publishing, donating, renting, transmitting, copying for third parties or making available to third parties the Database or the Raw Data, in whole or in part, without the Supplier's prior written consent.

8.2. The Client is prohibited from publishing the Database as a file, table, API, repository, dataset, article supplement, public annex, downloadable archive, queryable database or service that allows direct access to the Raw Data.

8.3. The Client is prohibited from using the Database to create, sell or distribute a competing product that substantially reproduces the Database, its structure or the delivered B_CALC values.

8.4. The Client is prohibited from attempting to deduce, reconstruct, extract, reverse-engineer or disclose the internal J3 Atomic v7.3 High-Res methodology, except for information publicly communicated by the Supplier.

8.5. The Client is prohibited from removing, modifying or concealing references to the source, author, provenance or rights of the Supplier when using the data in publications, reports or public results.

8.6. The Client is prohibited from using the Database in a manner that violates the law, third-party rights, applicable export/technology control rules or the assumed security and confidentiality obligations.

9. SCIENTIFIC PUBLICATIONS AND SOURCE CITATION

9.1. The Client may use the Database in scientific papers, articles, reports, presentations, theses, conferences or academic materials, provided that the Raw Data are not substantially published and cannot be reconstructed in full or in a significant proportion from the published material.

9.2. In any publication, public report or scientific communication based on the Database, the Client shall include a reference such as: "Calculations/data based on J3 Atomic v7.3 High-Res database, Rotronic Impex SRL." or an equivalent wording agreed by the Parties.

9.3. The publication of individual values is permitted to the extent necessary for the scientific verification of the conclusions, without turning the publication into a reproduction of the Database.

9.4. For the publication of an extended number of rows, massive tables, supplementary files or sets of values that may commercially substitute the Database, the Client must obtain the Supplier's prior written consent.

10. USE IN AI MODELS AND DERIVED COMMERCIAL PRODUCTS

10.1. The Client may use the Database for training, fine-tuning, validation, calibration, testing or evaluation of AI models and predictive algorithms.

10.2. The AI models, weights, code, applications, predictions, reports and products resulting through processing, aggregation or statistical learning belong to the Client, to the extent that they do not contain Raw Data that are accessible, extractable or substantially reconstructible.

10.3. The Client has no right to offer a service, API, chatbot, application or interface through which a third party can query and directly extract rows, columns, intervals or substantial values from the Database.

10.4. The Client shall implement reasonable technical measures to limit the risk that the Database is memorized, exposed, returned textually or reconstructed through prompts, automated queries or data-extraction attacks.

11. PRICE, INVOICING AND PAYMENT

11.1. The license price for the Database is 2,239,050 EUR excluding VAT, the price stated in the Proforma Invoice accepted by the Parties.

11.2. VAT, bank fees, transfer commissions, withholding taxes, local taxes or other fiscal costs apply according to the law and the fiscal documents issued.

11.3. Payment shall be made to the account indicated by the Supplier, based on the issued Proforma Invoice.

11.4. Delivery of the Database shall be made only after confirmation of full payment, unless the Parties agree otherwise in writing.

11.5. In case of payment delay, the Supplier may suspend delivery, support, activation of the license or any unperformed obligation until full receipt of the amounts due.

12. DELIVERY, ACCEPTANCE AND BACKUP

12.1. The Supplier shall deliver the Database within 1-3 business days from confirmation of full payment and receipt of the necessary invoicing details.

12.2. Delivery is deemed completed upon transmission of the .csv file to the e-mail address indicated by the Client or upon making it available through an agreed secure channel.

12.3. The Client has the obligation to verify the integrity of the file within [5] business days from delivery and to notify the Supplier regarding any technical problems in accessing or corruption of the file.

12.4. In the absence of a notification within the above term, the Database is deemed accepted.

12.5. The Client is responsible for backup, access control, secure storage and preservation of authorized internal copies.

13. UPDATES AND TECHNICAL SUPPORT

13.1. The license for the delivered version does not automatically include free updates, future versions, extensions, corrections, recalibrations or databases generated on the basis of new AME versions or other sources.

13.2. Updates, new versions, extended technical support, integration into AI systems, conversion into other formats or scientific consulting may be provided separately, based on a separate offer and order.

13.3. The Supplier may provide, at its discretion, minimal clarifications regarding the format of the delivered file and the method of reading the columns, without this constituting an obligation of continuous support.

14. CONFIDENTIALITY (NDA)

14.1. The Client shall maintain the confidentiality of the Confidential Information and shall use it exclusively for the purposes permitted under this Agreement.

14.2. The Client shall not disclose the Confidential Information to any third person or entity without the Supplier's prior written consent, except to authorized employees or collaborators who need access for the licensed purposes and are bound by confidentiality.

14.3. The Client shall protect the Confidential Information at least with the same level of care with which it protects its own confidential information of similar importance, but in no case with less than a reasonable level of care.

14.4. The confidentiality obligations apply during the term of the Agreement and for [5] years after its termination. For information that constitutes a trade secret, the confidentiality obligation continues as long as the information remains secret and non-public.

14.5. The Client shall notify the Supplier without undue delay if it becomes aware of unauthorized access, disclosure, loss, unauthorized copying, security incident or unauthorized use of the Database or the Confidential Information.

15. EXCEPTIONS TO CONFIDENTIALITY

15.1. The confidentiality obligations do not apply to information which the Client can demonstrate by documents that: (a) was public at the date of communication; (b) became public without breach of the Agreement by the Client; (c) was already legally known by the Client before communication; (d) was legally received from a third party without confidentiality obligation; or (e) was independently developed by the Client without use of the Confidential Information.

15.2. If disclosure is required by law, order of an authority or court decision, the Client shall inform the Supplier in advance, to the extent permitted by law, and shall disclose only the minimum necessary part.

16. INTELLECTUAL PROPERTY AND TRADE SECRET

16.1. The Database, Raw Data, structure, selection, organization, methodology, the name J3 Atomic v7.3 High-Res, documentation, technical descriptions, formulas, parameters and any associated elements remain the property of the Supplier or its rights holders.

16.2. No clause in the Agreement transfers to the Client copyrights, database rights, know-how, trade secrets, trademarks, patents, rights over the methodology or other intellectual property rights, except for the limited right of use expressly granted.

16.3. The Client shall not challenge the Supplier's rights over the Database, Raw Data, methodology or associated elements and shall not register competing rights over them.

17. LIMITED WARRANTIES AND DISCLAIMERS

17.1. The Supplier warrants that it shall deliver the Database in the agreed format and that, at the time of delivery, the transmitted file is intended for use according to the commercial description.

17.2. The Database is a scientific and numerical product. The Supplier does not warrant that the results will be suitable for any particular purpose of the Client, that they will produce certain commercial, scientific, medical, industrial or operational results, or that they will replace independent validation.

17.3. The Client is responsible for evaluating, validating, interpreting and using the results obtained through the Database, including in research, publication, AI simulations or commercial applications contexts.

17.4. The Database must not be used as the sole source for safety-critical, medical, clinical, military, operational nuclear, financial or legal decisions without appropriate independent checks.

18. LIMITATION OF LIABILITY

18.1. To the extent permitted by law, the Supplier's total liability for any claims arising from the Agreement is limited to the amount actually received by the Supplier from the Client for the license that generated the claim.

18.2. To the extent permitted by law, the Supplier is not liable for indirect losses, unrealized profit, loss of opportunities, loss of data, business interruption, reputational damage or consequences resulting from the interpretation or use of the results by the Client.

18.3. The limitations of liability do not apply to the extent that the law prohibits limitation of liability for certain acts.

19. BREACH OF THE AGREEMENT, PENALTIES AND REMEDIES

19.1. Any redistribution, resale, unauthorized publication, disclosure, sublicensing, direct access granted to third parties, public exposure or competing use of the Database constitutes a serious breach of the Agreement.

19.2. For serious breaches of the confidentiality, intellectual property, redistribution or unauthorized access clauses, the Client owes the Supplier a contractual penalty of [] EUR per incident, without limiting the Supplier's right to claim additional damages for the actual prejudice, to the extent permitted by law.

19.3. The Supplier may request the immediate cessation of the breach, deletion of unauthorized copies, return or destruction of the Raw Data, written confirmation of compliance, damages, interim measures or any other remedies available contractually or legally.

19.4. In case of a material breach, the Supplier may terminate the Agreement with immediate effect by written notice.

20. TERMINATION OF THE AGREEMENT AND EFFECTS

20.1. The Agreement terminates by agreement of the Parties, by termination for material breach or in other cases provided by law.

20.2. In case of termination for breach of the Agreement by the Client, the license terminates immediately, and the Client shall stop using the Database and shall delete or return all copies of the Raw Data, except for copies mandatorily retained by law or operationally inaccessible technical backups, which remain subject to confidentiality.

20.3. Termination of the Agreement does not affect obligations which by their nature must continue, including confidentiality, redistribution prohibitions, intellectual property, payment of amounts due, limitation of liability, penalties and applicable law.

20.4. Derivative Products legally created before termination may continue to be used by the Client only if they do not contain accessible, extractible or reconstructible Raw Data and if their use does not perpetuate the breach of the Agreement.

21. AUDIT AND COMPLIANCE VERIFICATION

21.1. In the event of reasonable indications of breach, the Supplier may request from the Client written information regarding the manner of storing, accessing and using the Database.

21.2. The Client shall cooperate reasonably to clarify suspicions of redistribution, unauthorized access or impermissible publication, while respecting the confidentiality of the Client's own commercial information.

21.3. Any direct technical audit of the Client's systems shall be carried out only on the basis of a separate written agreement, with protection of the Client's security and confidentiality.

22. PERSONAL DATA

22.1. The Parties process the contact data of representatives and persons involved exclusively for the negotiation, signing, execution, invoicing and archiving of the Agreement.

22.2. Each Party is responsible for complying with its own obligations regarding the protection of personal data applicable to its activity.

22.3. The delivered Database is not intended to contain personal data.

23. FORCE MAJEURE

23.1. Neither Party is liable for failure to perform obligations caused by force majeure events, as defined by law, provided that the other Party is notified within a reasonable term.

23.2. Payment obligations already due and confidentiality obligations are not suspended by force majeure, except in cases where the law requires otherwise.

24. NOTICES

24.1. Notices between the Parties shall be sent by e-mail with confirmation, courier, registered letter or another channel agreed in writing.

24.2. The contact details for notices are those mentioned below, with the possibility of modification by written notice:

Supplier: [● e-mail / address] | Client: [● e-mail / address]

25. ASSIGNMENT AND SUBCONTRACTING

25.1. The Client may not assign, transfer or sublicense the Agreement or the rights over the Database without the Supplier's prior written consent.

25.2. The Supplier may assign the collection rights or the Agreement to an affiliated entity or legal successor, with notice to the Client, to the extent permitted by law.

26. APPLICABLE LAW AND DISPUTE RESOLUTION

26.1. The Agreement is governed by Romanian law, except for conflict-of-law rules, unless the Parties agree otherwise in writing.

26.2. The Parties shall attempt to amicably resolve any dispute within [30] days from the written notification of the dispute.

26.3. In the absence of an amicable resolution, disputes shall be settled by the competent courts of [Bucharest/Romania], unless the Parties agree on a separate arbitration clause.

27. FINAL PROVISIONS

27.1. The Agreement, together with its annexes, represents the entire understanding between the Parties regarding the Database and replaces any prior discussions, offers or communications concerning the same subject matter, except for fiscal documents and expressly accepted offers.

27.2. Any amendment to the Agreement is valid only if made in writing and signed by both Parties.

27.3. If a clause is declared null or unenforceable, the rest of the Agreement remains valid, and the Parties shall replace the affected clause with a valid one that reflects as closely as possible the initial economic intention.

27.4. The annexes form an integral part of the Agreement.

27.5. The Agreement may be signed by handwritten or electronic signature, in separate counterparts, each counterpart having the same legal value, to the extent permitted by law.

ANNEX 1 – DESCRIPTION OF THE DATABASE

Product	J3 Atomic v7.3 High-Res – nuclear database
Delivery format	.csv
Number of nuclei	10,343
Main columns	Z, N, A, Binding Energy (MeV), Model
Calculated quantity	B_CALC / Binding Energy, MeV/n
Coverage	from very light nuclei to super-heavy and hyper-heavy nuclei
Maximum limits	$Z \leq 132$ and $N \leq 218$
Note	Public examples or screenshots are for preview purposes and do not constitute the complete delivery.

ANNEX 2 – COMMERCIAL PARAMETERS OF THE LICENSE

License type	Perpetual for the delivered version, non-exclusive, non-transferable, non-sublicensable
Price	[2,239,050 EUR] excluding VAT
Authorized users	[] internal users
Computers/servers/cloud	Permitted in the infrastructure controlled by the Client, for the licensed purposes
External collaborators	[No / Yes, listed: •]
Updates included	[No / Yes: •]
Technical support included	[No / Yes: •]
Recommended citation	Calculations/data based on J3 Atomic v7.3 High-Res database, Rotronic Impex SRL.
Special notes	[]

ANNEX 3 – DELIVERY REPORT

The Supplier confirms delivery of the Database to the Client on [], through [e-mail / secure link / other channel].

The Client confirms receipt of the file according to the Agreement.

Delivered file name: []

SIGNATURES

SUPPLIER / LICENSOR	CLIENT / LICENSEE
Rotronic Impex SRL	[]
Representative: []	Representative: []
Position: []	Position: []
Signature: _____	Signature: _____
Date: []	Date: []