

I005E

INTELLECTUAL PROPERTY RIGHTS - TITLE TO BUYER

1. INTELLECTUAL PROPERTY

“Intellectual Property” means all inventions, discoveries and improvements; all technical data including, but not limited to, drawings, specifications, process information, technical reports and all other documented information and the like; and all computer software and related documentation. “Intellectual Property” also includes all common law and statutory rights to the foregoing, including but not limited to, patents, copyrights, mask work registrations, and the like.

2. FOREGROUND INTELLECTUAL PROPERTY

“Foreground Intellectual Property” means all Intellectual Property generated in relation to Work under this contract.

3. BACKGROUND INTELLECTUAL PROPERTY

“Background Intellectual Property” means all Intellectual Property utilized in relation to the Work performed under this contract and/or to practice any Foreground Intellectual Property.

4. WORK

“Work” means all labor, services, acts (including tests to be performed), items, materials, articles, data, documentation, equipment, matters and things to be furnished, and rights to be transferred under this contract.

5. RIGHTS GRANTED TO BUYER

The Seller agrees to and does hereby grant to Buyer all right, title and interest to all Foreground Intellectual Property created by Seller. Additionally, Seller agrees to and does hereby grant Buyer the right to use any Background Intellectual Property to practice any Foreground Intellectual Property.

6. INVENTION DISCLOSURES AND REPORTS

For any Foreground Intellectual Property constituting an invention created by Seller, except those that are obviously unpatentable under the patent laws of the United States, Seller shall upon the request of Buyer furnish to Buyer:

- (a) A written disclosure of each invention within three (3) months after completion or first actual reduction to practice, whichever occurs first under this contract and, in any event, prior to completion of the contract. This disclosure shall be sufficiently complete in technical detail to convey a clear understanding of the nature, purpose, operation, and to the extent known, the physical chemical or electrical characteristics of the invention to one skilled in the art to which the invention

- pertains. If to the best of Seller's Knowledge and beliefs, no invention has been conceived and/or first actually reduced to practice under this contract, Seller shall so certify to Buyer.
- (b) Information in writing, as soon as practicable, of the date and identity of any public use, sale, or publication of such invention made by or known to Seller or of any contemplated publication by Seller.
 - (c) Upon request, such duly executed instruments and other papers (prepared by Buyer) are deemed necessary to vest in Buyer the rights granted it under this clause and to enable Buyer to apply for and prosecute any patent application in any country covering such invention.
 - (d) At Buyer's request, Seller shall furnish reasonable technical assistance and advice for the preparation and execution of patent application(s).

7. EMPLOYEE AGREEMENTS

Seller agrees to obtain the necessary agreements with personnel assigned to this contract to enable the grant and/or performance of all rights and obligations to which Buyer is entitled under this Attachment.

8. DISCLOSURE OF INFORMATION

Seller hereby grants to Buyer all right, title and interest to any and all computer software, technical data or other information developed or modified under this contract together with any other data submitted hereunder and agrees that such information will be held in confidence for and is proprietary to Buyer and shall not be divulged by Seller to other parties verbally or in writing without prior written approval of Buyer. Notwithstanding any other provisions of this contract, Buyer retains the unilateral and unrestricted right to use the computer software, technical data or other information produced or furnished hereunder in any and all ways Buyer may deem necessary.

9. COPYRIGHTS

- (a) With respect to all reports, technical data,, or other copyrightable material, first produced and furnished in the performance of this contract, Seller hereby grants and assigns exclusively to Buyer for its use any and all rights of whatsoever kind or nature now or hereafter protected by the Copyright Laws of the United States (common or statutory) and all foreign countries in all languages in and to the foregoing works, including all subsidiary rights and, without limiting the generality of the foregoing, Seller hereby grants to Buyer the sole and exclusive right to obtain registration of the copyright in the aforementioned works.

- (b) Exclusive of privately developed computer software, related documentation and other proprietary data, Seller agrees to provide a royalty-free, nonexclusive, irrevocable license to reproduce, deliver, perform, translate, publish, use, and dispose of, and to authorize others to do so, all copyrightable material not first produced in the performance of this contract but which is incorporated in the material furnished under this contract.
- (c) Seller shall exert all reasonable effort to advise Buyer, at the time of delivering any copyrightable or copyrighted work furnished under this contract, of any adversely held copyrights or copyrightable material incorporated in any such work.

10. SURVIVAL OF RIGHTS

All rights granted to Buyer shall survive termination or expiration of this contract for any reason.