

I008E

**INTELLECTUAL PROPERTY RIGHTS - NON-EXCLUSIVE LICENSE FOR  
FOREGROUND AND BACKGROUND INTELLECTUAL PROPERTY**

**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 relating 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. OWNERSHIP OF INTELLECTUAL PROPERTY**

- (a) Foreground Intellectual Property created solely by Seller in performance of the Work for the contract shall be the sole property of Seller (“Seller Foreground Intellectual Property”).
- (b) Foreground Intellectual Property created solely by Buyer or its agents shall be the sole property of Buyer.
- (c) Foreground Intellectual Property created jointly by Seller and Buyer shall be the joint property of Seller and Buyer.

**6. RIGHTS GRANTED TO BUYER**

Seller agrees to and does hereby grant to Buyer an irrevocable, nonexclusive, royalty-free, paid-up worldwide license to practice and have practiced all Seller Foreground Intellectual Property created by Seller, which license shall be exclusive for space applications. Additionally, Seller agrees to and does hereby grant Buyer an irrevocable, nonexclusive, royalty-free, paid-up world-wide license to use any Background

Intellectual Property to practice and have practiced Foreground Intellectual Property and to make, have made use and sell products.

**7. BUYER'S RIGHT TO ASSIGN**

Buyer shall have the right to assign any or all of the rights and licenses, and whenever the word "Buyer" is used in this article it shall be deemed to include Buyer and its successor and assigns.

**8. CONTRACT ISSUED UNDER A HIGHER-TIER CONTRACT**

In the event that this contract is issued under a higher-tier contract, the rights granted to Buyer additionally include the right to grant sublicenses of the scope set forth hereinabove to the extent required in said higher-tier contract.

**9. SURVIVAL OF RIGHTS**

The licenses granted to Buyer hereunder shall survive expiration or termination of the contract.