

## ADDITIONAL TERMS AND CONDITIONS FOR RESEARCH AND DEVELOPMENT ORDERS

The following clauses are incorporated herein by this reference and made a part of the Order in which they are referenced or to which they are attached, and supersede and replace in their entirety clauses 18 and 20 of GA Form 1603, "Terms and Conditions for Commercial Orders (Supplies and Services)" for the purposes of such Order.

### 1. DEFINITIONS

"Background IP" means any Intellectual Property Controlled by Seller or any of its affiliates as of the effective date of the Order or that is developed or obtained by Seller or any of its affiliates independently of the Order, in each case to the extent such Intellectual Property is or may be: (i) incorporated into any deliverable under the Order or (ii) useful, necessary, or desirable for the use or practice of any such deliverable or any Order IP or any modification to any of the foregoing. The Background IP includes without limitation any of the Background IP specifically listed on Attachment 1 hereto.

"Controlled" as used in this Order with respect to Intellectual Property, means possession of the right by the Seller or any of its affiliates, whether directly or indirectly, and whether by ownership, license or otherwise, to assign or grant a license, sublicense or other right to such Intellectual Property without violating the terms of any agreement or other arrangements with any third party.

"Intellectual Property" means any and all inventions, software code and other works of authorship, know-how, data and all patents, copyrights, trade secret rights and other intellectual property rights (or industrial property rights) of any kind in any jurisdiction throughout the world.

"Order IP" means all Intellectual Property developed, created, invented, produced, conceived or reduced to practice in the performance of the Order (including, but not limited to, any improvements to any item covered by Background IP).

**2. DISCLOSURE AND CONFIRMATION OF TECHNOLOGY AND IP OWNERSHIP.** Seller shall disclose and affirm to Buyer by completing Attachment 1 to this Addendum, any Background IP that is or may be (i) useful, necessary, or desirable for the performance of the Order, (ii) incorporated into deliverables under the Order, or (iii) useful, necessary, or desirable for the use or practice of any such deliverable or Order IP or any modification to any of the foregoing.

Seller shall update Attachment 1 during the term of the Order as necessary to keep the listing of Background IP current as performance progresses.

When requested by the Buyer, the Seller shall provide sufficient information to enable the Buyer to evaluate the Seller's declarations.

**3. BACKGROUND IP.** Seller hereby grants to Buyer a perpetual, irrevocable, non-exclusive, royalty free, transferable and worldwide license (or sublicense, as applicable) under the Background IP, with the right to grant sublicenses, to practice, use, prepare derivative works and otherwise modify, reproduce, perform, display, distribute release, make, have made, sell, offer to sell, import, disclose and otherwise fully exploit any deliverables under the Order, any Order IP and any modifications to any of the foregoing.

Nothing herein shall alter Seller's ownership of, and other rights to, the Background IP. Except as expressly granted in this Addendum, Buyer shall acquire no right, title or interest in any of the Seller's Background IP.

**4. THIRD PARTY COPYRIGHTED DATA.** The Seller shall not, without the written approval of the Buyer, incorporate any copyrighted works of authorship into any software or other deliverables to be delivered under this Order unless the Seller is the copyright owner or has obtained for the Buyer the license rights equivalent to those set forth in Clause 3 above.

**5. ORDER IP.** As between the Parties, any and all Order IP shall be solely owned by Buyer and subject to inspection by Buyer at all reasonable times and shall be delivered to Buyer or otherwise disposed of by Seller as Buyer may direct from time to time. Seller acknowledges that it shall acquire no right, title or interest in any of the Order IP. Seller hereby assigns (and shall cause each of its affiliates and its and their respective personnel and contractors to assign) to Buyer all right, title and interest in and to any Order IP, and shall, on Buyer's request, execute such



additional assignments and take such other steps as are reasonably required by Buyer to further evidence, confirm, protect and enforce Buyer's title in and to the Order IP.

**6. REPORTING OF ORDER IP.** Seller shall notify Buyer, in writing, of any Order IP developed, created, invented, produced, conceived or reduced to practice in the performance of any of the activities directly or indirectly required by the Order by furnishing the Buyer with an Initial Order IP Disclosure Report (Attachment 2 to this Addendum) within sixty (60) days after reduction to practice. In addition, Attachment 2 shall be completed, at minimum, on an annual basis effective from the date of the Order. No later than thirty (30) days after completion of the Order, Seller shall submit Attachment 2, Final Order IP Disclosure Report listing all Order IP or confirm that there were no such items resulting from the Order by stating "None".

**Attachment 1 to 1603 Addendum R**

**DISCLOSURE AND CONFIRMATION OF BACKGROUND IP OWNERSHIP**

The Seller asserts for itself, or the persons identified below, ownership of the following Background IP:

#	Identify each item of Background IP	Type of Background IP*	Name(s) of Person Asserting Ownership:**
1.			
2.			
3.			

\*Patent, Invention, Computer Software, process, documentation, etc.

\*\*Corporation, individual, or other person, as appropriate.

**AUTHORIZED SIGNATURE OF SELLER**

**I certify that I am a duly authorized agent of the Seller with authority to execute this disclosure and that all the information provided is accurate and complete as of the Date of Execution.**

Seller (Company) Name

Authorized Seller Agent's E-mail Address

Printed Name and Title of Authorized Seller Agent

Telephone Number

Signature of Authorized Seller Agent

Date of Execution



**Attachment 2 to 1603 Addendum R**

**(INITIAL/FINAL) ORDER IP DISCLOSURE REPORT**

<b>Purchase Order Number:</b>
<b>Reporting Event:</b> (Initial or Final Order IP Disclosure Report)
<b>Seller:</b>
<b>Address:</b>
<b>Telephone Number:</b>
<b>Email address:</b>

Describe each item of Order IP	Type of Order IP	Name(s), contact information, country of citizenship and Employer of creator of Order IP

**AUTHORIZED SIGNATURE OF SELLER**  
I certify that all "Order IP" has been reported. I further certify that I am a duly authorized agent of Seller with authority to execute this disclosure and that all the information provided is accurate and complete as of the Date of Execution.

\_\_\_\_\_  
Printed Name and Title of Authorized Seller Agent

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Authorized Seller Agent

\_\_\_\_\_  
Date of Execution