

ADDENDUM FOR INDEPENDENT RESEARCH AND DEVELOPMENT (IRAD) ORDERS

In addition to the GA-ASI Terms and Conditions, the following clauses are incorporated and made a part of the Order for independent research, development, and/or experimental work:

1. DATA

All data, notes, drawings, designs, sketches, specification, records, and memoranda of every description and in any physical or electronic form relating to the work hereunder or any part thereof that Seller shall produce, including copies of the foregoing, shall be the property of Buyer,. All such works are 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.

2. PATENT RIGHTS

All rights to inventions conceived or first actually reduced to practice in the course of or under the Order are the property of Buyer; therefore, Seller agrees to disclose and, assign to Buyer all such rights.

3. INVENTIONS AND COPYRIGHT AGREEMENT FOR LABOR ORDERS

If the Order also includes contract labor, Seller's personnel shall execute an inventions and copyright agreement under which all work performed by Seller under the Order shall be construed as work performed by employees of Buyer, and Seller shall require its contract employee to execute such acknowledgment form as is requested by Buyer.

4. INTELLECTUAL PROPERTY

- a. Background (Preexisting) Intellectual Property. Seller grants to Buyer, and to Buyer's subcontractors, suppliers, or customers in connection with work being performed by Buyer or other contractual requirements of Buyer with its customer, an irrevocable, nonexclusive, fully paid-up, royalty-free, worldwide license under any information, know-how, inventions, patents, industrial designs, and mask works (whether domestic or foreign) owned or controlled by Seller at any time before or during the term of the Order, but only to the extent that such would otherwise interfere with Buyer or Buyer's subcontractors', suppliers', or customers' use or enjoyment of work, work products, Services, Goods or Foreground Intellectual Property, as defined below, belonging to Buyer and resulting from the Order.
- b. Foreground Intellectual Property. All information, know-how, inventions, patents, industrial designs, and mask works (whether domestic or foreign) conceived, developed, or first reduced to practice by, for, or with Seller in the course of any work and/or Services that are performed under the Order, and any patents resulting from such inventions (both domestic and foreign)

shall be the property of Buyer (“Foreground Intellectual Property”). Seller will (i) promptly disclose all such inventions to Buyer in written detail and (ii) execute all papers, cooperate with Buyer, and perform all acts necessary and appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications on behalf of Buyer.

- c. Preexisting Works of Authorship and Copyright. Seller grants to Buyer, and to Buyer’s subcontractors, suppliers, or customers in connection with work and/or Services being performed by Buyer, a perpetual, irrevocable, nonexclusive, paid-up, worldwide license in Seller’s copyrights to reproduce, distribute copies of, perform publicly, display publicly, and make derivative works from Seller’s works of authorship included in or provided with or for the work and/or Services (including, but not limited to, documents, data, drawings, software, software documentation, photographs, video tapes, sound recordings, and images) and that is owned or controlled by Seller at any time before or during the term of the Order, but only to the extent that such copyrights would otherwise interfere with Buyer or Buyer’s subcontractors, suppliers, or customers’ use or enjoyment of work, work product, Services, or Goods, Foreground Intellectual Property, inventions, or works of authorship belonging to Buyer and resulting from the Order.
- d. Foreground Works of Authorship and Copyrights. All works of authorship (including, but not limited to, documents, data, drawings, software, software documentation, photographs, video tapes, sound recordings, and images) created by, for, or with Seller in the course of any work and/or Services performed under the Order, together with all copyrights subsisting therein, shall be the sole proprietary property of Buyer. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in Buyer. The copyrights in all other such works, including all of the exclusive rights therein, will be promptly transferred and formally assigned free of any additional charges to Buyer.