

## **FLYSHEET H-2 - LICENSE RIGHTS**

Seller agrees to and does hereby grant to Buyer to the extent it has the right so to do an irrevocable, non-exclusive, and royalty-free license to practice or cause to be practiced throughout the world, each invention, discovery, or improvement conceived or first reduced to practice in the performance of this purchase order, under any right or title acquired by Seller therein. Where Seller requests any waiver or other right in any such invention, discovery or improvement under Section 305 of the National Aeronautics and Space Act of 1958, Seller will request rights which will enable the grant of such license. With respect to any invention, discovery, or improvement which reasonably appears to be patentable, and to which the Seller has the right to take title hereunder, it is mutually agreed that Seller shall retain the entire right, title, and interest therein as between Buyer and Seller and in any patents emanating therefrom, subject to the license herein granted to Buyer, and to any right required to be granted to the Government, provided application thereon is filed promptly and at Seller's expense Seller agrees to keep signed, witnessed and dated written records of any such invention, discovery, or improvement, and to furnish Buyer promptly with complete information in respect thereof, including information as to any patent application filed by Seller, and its prosecution. In the event a patent application is not filed on any invention, discovery, or improvement which reasonably appears to be patentable, it is mutually agreed that as between Buyer and Seller, Buyer may elect to file a patent application thereon and obtain title or other right therein, and in any patent emanating therefrom subject to a non-exclusive, irrevocable, royalty-free license to Seller, and to any determination of rights under said Act. Seller agrees, with respect to applications filed by it, to do all things necessary to protect the interest of the Buyer and the Government. With respect to any patent application filed by Buyer hereunder, Seller agrees to execute any papers that may be necessary or helpful in the prosecution thereof, or which may relate to litigation or interference and/or controversy in connection therewith, and that the control, prosecution and conduct of any such application shall be within the Buyer's jurisdiction and its expense.

**END**