LICENSE AND SUPPORT AGREEMENT

This License and Support Agreement (this "**Agreement**") is entered into as of _____, 2026 (the "**Effective Date**"), by and between the Monterey Bay Aquarium Research Institute, a California nonprofit corporation ("**MBARI**"), and Northrop Grumman Systems Corporation, a Delaware corporation ("NGSC"). For the purposes of this Agreement, either Northrop Grumman or MBARI may be referred to in the singular as a "**Party**" or in the plural as the "**Parties**".

WHEREAS, NGSC and MBARI are parties to a license agreement effective March 1, 2021 (Reference: Connector Technology, Document Reference Number: 2018-11PW1N04C) that has been amended one time effective as of December 15, 2025 (Reference: Connector Technology, Document Reference Number: 2018-11PW1N04C-A01) ("License Agreement"); and

WHEREAS, NGSC and MBARI are parties to a joint ownership agreement effective March 1, 2021, that has been amended one time effective as of December 15, 2025 ("Joint Ownership Agreement"); and

WHEREAS, MBARI has developed certain mechanical and electrical designs for docking the MBARI Long-Range Autonomous Underwater Vehicle ("**LRAUV**") using Niobicon technology (the "**Docking System**") comprising Joint Intellectual Property under the License Agreement and Joint Ownership Agreement; and

WHEREAS, under the Joint Ownership Agreement, NGSC has the exclusive right to license the Joint Intellectual Property to commercial third parties, and NGSC and MBARI agreed to split the revenue from the licensing of any Joint Intellectual Property with NGSC receiving 75% and MBARI receiving 25% of all fees, royalties and other compensation received from such licensing; and

WHEREAS, NGSC desires to obtain a technical data package relating to the Docking System for the purpose of demonstrating and commercializing AUV docking with third-party AUV systems, and a limited license to any MBARI Intellectual Property necessary to use the technical data package for this purpose; and

WHEREAS, MBARI is willing to grant such license and provide a technical data package and related support services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1 "**Technical Data Package**" or "**TDP**" means the package of technical information assembled by MBARI containing the mechanical and electrical design details of the Docking System, including solid models, engineering drawings, manufacturing notes, and a bill of materials for off-the-shelf components used therein.

1.2 "**Commercialization**" means the commercial production, sale, licensing, or other commercial exploitation, of AUV systems incorporating or derived from the Docking System or the TDP, including the provision of services to third parties using such AUV systems ("**Licensed AUV Systems**").

1.3 "**Demonstration Programs**" means NGSC demonstration programs under which NGSC demonstrates the Docking System with third-party AUV systems, of which NGSC provides MBARI regular updates.

1.4 "**Improvements**" means any modifications, enhancements, derivative works, or other improvements to the Docking System or the TDP, whether or not patentable, made by or on behalf of NGSC during the Term.

2. GRANT OF LICENSE

2.1 **License Grant**. Subject to the terms and conditions of this Agreement, including NGSC's payment of all amounts due hereunder, MBARI hereby grants to NGSC a perpetual, world-wide, non-exclusive, non-transferable, non-sublicensable, license to any MBARI Intellectual Property contained in or necessary to use the TDP for the purpose of building replicas or derivatives of the Docking System components for its Demonstration Programs and Commercialization.

2.2 **Restrictions**. NGSC shall not use the TDP or any portion thereof for any other purpose, including without limitation, sublicensing the TDP, without the prior written consent of MBARI and execution of a separate agreement.

2.3 **Reservation of Rights**. MBARI retains all right, title, and interest in its Intellectual Property, including all intellectual property rights therein. No rights are granted to NGSC other than as expressly set forth in this Agreement.

3. TECHNICAL DATA PACKAGE AND SUPPORT SERVICES

3.1 **TDP Development**. MBARI shall assemble and deliver the TDP to NGSC within a reasonable time following the Effective Date. MBARI shall devote up to twenty (20) hours of personnel time to the development of the TDP.

3.2 **Support Services**. Following delivery of the TDP, MBARI shall provide NGSC with reasonable technical support relating to the TDP for up to forty (40) hours of personnel time (the "**Support Services**"). Support Services shall be provided on an as-requested basis and shall be subject to MBARI personnel availability. Any support in excess of forty (40) hours shall require MBARI's prior written consent and shall be subject to additional compensation at MBARI's hourly rate of $245/hour (subject to ordinary increases on an annual basis) ("**Hourly Rate**").

4. COMPENSATION

4.1 **License Fee**. NGSC shall pay MBARI a one-time, non-refundable license fee of Ten Thousand Dollars ($10,000.00), due and payable within thirty (30) days of the Effective Date.

4.2 **TDP Development Costs**. NGSC shall pay MBARI its Hourly Rate for developing the TDP pursuant to Section 3.1, up to a maximum of twenty (20) hours of personnel time absent prior agreement. MBARI shall invoice NGSC monthly for hours expended, and payment shall be due within thirty (30) days of receipt of each invoice.

4.3 **Support Services Costs**. NGSC shall pay MBARI its Hourly Rate for providing Support Services, billed on an as-used basis at MBARI's Hourly Rate. MBARI shall invoice NGSC monthly for hours expended, and payment shall be due within thirty (30) days of receipt of each invoice.

4.4 **Commercialization Costs**. NGSC shall provide MBARI an annual report of, and shall pay MBARI 25% of all fees, royalties and other compensation received from its revenue-

generating Commercialization of Licensed AUV Systems.

4.5 **Late Payment**. Any amounts not paid when due shall bear interest at the lesser of one and one-half percent (1.0%) per month or the maximum rate permitted by applicable law, calculated from the date such payment was due until the date of actual payment.

5. IMPROVEMENTS

5.1 **Ownership of Improvements**. As between the Parties, NGSC shall own all Improvements; provided, however, that such ownership is subject to MBARI's grant-back license set forth in Section 5.2 and MBARI's underlying intellectual property rights in the TDP and the Docking System.

5.2 **Grant-Back License**. NGSC hereby grants to MBARI a perpetual, worldwide, royalty-free, fully paid-up, non-exclusive, non-transferable, non-sublicenseable, license, to use, modify, create derivative works of, and otherwise exploit any and all Improvements for its own internal purposes, including all related design drawings, specifications, and documentation. NGSC shall deliver to MBARI complete documentation of all Improvements, including design drawings and related materials.

6. NON-DISCLOSURE AND CONFIDENTIALITY

6.1 **Disclosure of and Access to Proprietary Information**. Each Party acknowledges that the non-patented portions of the Technical Data Package delivered to NGSC under the terms of this Agreement, by virtue of not being generally publicly available, comprises Proprietary Information that the Parties do not wish to have disclosed without restriction or misused, and as such is considered valuable proprietary information of the Parties. Each Party agrees to receive, hold, and protect the other's Proprietary Information in strict confidence and agrees that it will only disclose such Proprietary Information to its employees, licensees, agents (including Authorized Subcontractors) and consultants who have a need–to-know such Proprietary Information, and where such employees, licensees, agents and consultants have agreed in writing to use and protect such Proprietary Information according to the same or similar terms of this Agreement. Each Party agrees to instruct persons having access to the other's Proprietary Information of its confidential and restricted use. Each Party shall use the same degree of care, and shall ensure that its agents exercise the same degree of care, used to prevent the disclosure of its own company confidential information to prevent disclosure of the other's Proprietary Information. In no event, however, shall less than a reasonable standard of care be used.

6.2 **Representations and Warranties/Remedies**. Each Party (on behalf of itself and its employees) represents and warrants that it will not at any time disclose to any person or use for any purpose not set forth in this Agreement the other's Proprietary Information without the other's prior express written consent. If a Party uses or discloses any part of the other's Proprietary Information in contravention of any provision of this Agreement, that Party shall immediately notify the other in writing of the unauthorized use or disclosure. Each Party acknowledges and agrees that the other's Proprietary Information is valuable and unique, and that the loss resulting from unauthorized disclosure thereof will cause irreparable injury to the other that cannot be adequately compensated in money damages. Each Party, therefore, expressly agrees that the other shall be entitled to seek injunctive and/or other equitable relief in addition to any other remedies available to it,

including termination of this Agreement for incurable breach, in the event of the first Party's failure to comply with the terms and conditions of this Section 6. A failure or delay by either Party in exercising any right, privilege or remedy shall neither operate as a waiver thereof nor modify the terms of this Section 6.

6.3 Exceptions. The Parties agree that the foregoing covenants not to disclose Proprietary Information shall not apply to any Proprietary Information that:

(a) is, or at any time after the Effective Date, becomes lawfully known through no wrongful act of the receiving Party; or

(b) at the time access was gained, was already known to or in the possession of the receiving Party without a duty owed to the disclosing Party restricting disclosure or use prior to the disclosure thereof by the disclosing Party, through no wrongful act of the receiving Party; or

(c) is rightfully received by the receiving Party from a third party without restriction owed to the disclosing Party and without breach of this Agreement; or

(d) is independently developed by the receiving Party without the use of the other's Proprietary Information; or

(e) is disclosed in the event that the receiving Party is required or compelled to disclose the existence of this Agreement, or any part thereof, or is required to disclose any Proprietary Information disclosed under this Agreement pursuant to any law, court order or process, the rules and regulations of any governmental department, agency or authority (including, but not limited to, the U.S. Securities and Exchange Commission, or other authority from any other jurisdiction, country or place) or any generally accepted accounting rules mandating disclosure (collectively, "**Order"**) in either Party's financial statements. Upon the occurrence of such an event, the receiving Party agrees to give the disclosing Party sufficient time, but no less than ten (10) Days of advance written notice, of such Order so that a protective order or other appropriate relief may be sought by the disclosing Party to resist or narrow such Order. In its response to such Order, the receiving Party shall request confidential treatment of both this Agreement (or any part thereof) and the disclosing Party Proprietary Information; the receiving Party shall incorporate the disclosing Party's comments into such request, provided such comments are received in writing within five (5) business Days after the disclosing Party's receipt of the receiving Party's notice of such Order.

7. WARRANTIES AND LIABILITY

7.1 **No Reliance**. MBARI furnishes the Technical Data Package and Services, and NGSC agrees to and does accept same, on a strictly "AS IS" basis. NGSC hereby acknowledges that it has not relied upon any representations, warranties, or guarantees of MBARI in determining whether to enter into this Agreement.

7.2 Warranty Disclaimer. MBARI DOES NOT GUARANTEE OR WARRANT THE TECHNICAL DATA PACKAGE OR THE PERFORMANCE OF THE SERVICES IN ANY FASHION, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FOR INTENDED USE, LOST PROFITS, LOST REVENUES, LOSS OF DATA, OR

NONINFRINGEMENT, AND NGSC BY ITS EXECUTION OF THIS AGREEMENT ASSUMES ALL SUCH RESPONSIBILITY AND OBLIGATIONS IN THESE REGARDS. THIS WARRANTY DISCLAIMER IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN MBARI AND NGSC.

7.3 No Liability / Indemnification. MBARI shall have no liability to NGSC for any loss, cost, claim, remedy, suit, action, damages and/or liability ("**Injury**") by agents or employees of NGSC or a third party under any cause of action arising out of, resulting from or in any way connected with this Agreement, including the use of the Technical Data Package by NGSC, or (as authorized in this Agreement, the License Agreement, and the Joint Ownership Agreement) by its licensees, agents, employees, affiliates, transferees, and obligees including, but not limited to the United States Government, whether in contract, tort or otherwise including, but not limited to third party bodily injury or property damage claims based on products liability, strict liability or negligence, errors or omissions (including both active or passive negligence of MBARI) ("**Agreement Cause of Action**"). NGSC agrees to indemnify, defend and hold MBARI harmless from any Injury under any Agreement Cause of Action, including the cost of defending any such Agreement Cause of Action**,** to the extent such Injury is caused or alleged to be caused by NGSC's negligence, willful misconduct, a defective third party AUV system, or breach of this Agreement.

7.4 **No Consequential Damages**. Except with respect to a Party's breach of confidentiality, neither Party shall be liable to the other Party for any special, indirect, incidental, punitive, consequential or exemplary loss or damage including, without limitation, any punitive damages arising out of or in connection with this Agreement.

7.5 **Exclusive Warranties and Remedies**. MBARI's warranty obligations and NGSC's remedies under this Agreement are solely and exclusively as stated in this Agreement.

8. TERM AND TERMINATION

8.1 **Term**. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with its terms (the "**Term**").

8.2 **Termination for Breach**. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party if the other Party materially breaches any provision of this Agreement and fails to cure such breach within such thirty (30) day period.

8.3 **Effect of Termination**. Upon termination of this Agreement: (a) all rights and licenses granted hereunder shall immediately cease; and (b) NGSC shall immediately cease use of any MBARI Intellectual Property.

9. MISCELLANEOUS

9.1 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the federal courts of the State of Maryland and the parties consent to personal jurisdiction and venue therein.

9.2 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating

to such subject matter.

9.3 **Amendment**. This Agreement may not be amended or modified except by a written instrument signed by both Parties.

9.4 **Assignment**. Neither Party shall assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party. Any attempted assignment in violation of this Section shall be null and void.

9.5 **Notices**. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, to the addresses set forth below or to such other address as a Party may designate in writing.

9.6 **Waiver**. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right hereunder shall operate as a waiver thereof.

9.7 **Severability**. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.8 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MONTEREY BAY AQUARIUM RESEARCH INSTITUTE

By: _____
Printed Name: _____
Authorized Representative
Title: _____
Date: _____

NORTHROP GRUMMAN SYSTEMS CORPORATION
Mission Systems sector

By: _____
Printed Name: _____
Authorized Representative
Title: _____
Date: _____