



LICENSE AGREEMENT

BETWEEN

NORTHROP GRUMMAN SYSTEMS CORPORATION

AND

MONTEREY BAY AQUARIUM RESEARCH INSTITUTE

REFERENCE: CONNECTOR TECHNOLOGY
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NORTHROP GRUMMAN SYSTEMS CORPORATION / MONTEREY BAY AQUARIUM RESEARCH INSTITUTE
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**LICENSE AGREEMENT
BETWEEN
NORTHROP GRUMMAN SYSTEMS CORPORATION
AND
MONTEREY BAY AQUARIUM RESEARCH INSTITUTE**

THIS LICENSE AGREEMENT (“Agreement”) is entered into and made effective as of the date of the last signature below (**“Effective Date”**), by and between Northrop Grumman Systems Corporation (**“Northrop Grumman”** or **“LICENSOR”**), a corporation incorporated under the laws of the State of Delaware, United States of America (**“U.S.A.”**), by and through its Mission Systems sector, with offices at 1580A West Nursery Road, Linthicum, Maryland 21090 U.S.A. and Monterey Bay Aquarium Research Institute (**“MBARI”** or **“LICENSEE”**), a 501(c)(3) nonprofit oceanographic research center organized under the laws of the State of California, having its principal place of business at 7700 Sandholdt Road, Moss Landing, California 95039 U.S.A. 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, Northrop Grumman has special expertise in and has designed, developed, purchased, configured or otherwise acquired certain patents, technical data, prototype designs and equipment, and know-how relating to a self-insulating niobium (or other transition metal) electrical connector (that is, its Connector Technology as herein defined);

WHEREAS, MBARI is a 501(c)(3) private, nonprofit, research institute focused on the development of better instruments, systems and methods for scientific research and monitoring of the ocean, and has special expertise in designing and developing equipment and technological systems for such oceanic research, including autonomous deepwater underwater vehicles and other underwater unmanned systems; and

WHEREAS, MBARI is interested and desirous in securing a license to use the patents, technical data or know-how for its own internal research and development efforts pertaining to undersea connectors, and Northrop Grumman is willing to grant a license to MBARI for such use upon the terms and conditions as herein further defined, permitted, conditioned and restricted;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

The following definitions and rules of interpretation in this Section 1 shall apply to this Agreement. Unless the context otherwise requires: (a) defined words in the singular shall include the plural and the plural include the singular; and (b) references to any gender include all genders.

- 1.1 **“Agreement”** means, and collectively refers to, this document, including all appendices and exhibits attached to this document, as well as any future amendments or extensions made hereof (as duly executed in accordance with Section 11.8).
- 1.2 **“Authorized Subcontractors”** means third parties with a strict need-to-know who are under contract with LICENSEE to Design, Develop, Test, maintain or repair Licensed Products solely for and on behalf of LICENSEE.
- 1.3 **“Background Intellectual Property”** means Intellectual Property developed or otherwise acquired by a Party prior to or outside the scope of this Agreement.
- 1.4 **“Connector Technology”** means LICENSOR’s proprietary self-insulating electrical connector technology (including all technical data, know-how, patents and other Intellectual Property

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Rights thereto and thereof) incorporating or derived from self-passivating transition metals, which is used to provide both power and data communications in undersea, wet and/or water-exposed environments.

- 1.5 **“Day”** means a calendar day unless otherwise described in this Agreement. In terms of Technical Assistance, a Day will refer to a time period of no more than eight (8) hours.
- 1.6 **“Design(ing)”** means to draw or plan the look, functionality or workings of an object, including, but not limited to, a Licensed Product. The term **“Designed”** means to have created a Design.
- 1.7 **“Develop(ed)”, “Developing” or “Development”** means to produce a limited number of Licensed Products, that is, no more than twenty (20) copies of a Design, for and on behalf of LICENSEE, and wherein such Licensed Products are solely produced for use by LICENSEE. For tracking and reporting purposes, each copy, that is, each Licensed Product, shall be stamped or otherwise marked with a unique serial number assigned by LICENSEE.
- 1.8 **“Dispute”** means a conflict or material difference of opinion or interpretation that arises between the Parties with respect to the subject matter and/or the terms of this Agreement.
- 1.9 **“Domestic Income Taxes”** means net income Taxes imposed on LICENSOR under Subtitle A of the Internal Revenue Code of 1986, as amended, and net income Taxes imposed on LICENSOR under the laws of the District of Columbia or any state or local government within the United States of America.
- 1.10 **“Enhancements”** means, and collectively refers to, any change, including all updates, upgrades, refinements, revisions, supplements, modifications, improvements, adaptations, alterations, extensions, derivative works, or further developments (for example only, including a data design, engineering, or productivity change) made or proposed to be made to the Licensed Subject Matter or to the Connector Technology, including, but not limited to, any improvements made to the design, selection of materials, or other features covered by one or more claims of a Licensed Patent. The term **“Enhance”** means to make Enhancements. Enhancements include, but are not limited, to changes that would otherwise be reasonably required to Design, Develop, Test, operate, use, repair or maintain Licensed Products.
- 1.11 **“Foreground Intellectual Property”** means Intellectual Property, including all Enhancements made thereto, invented or developed by LICENSEE: (a) by itself; (b) in combination with a third party, such as, but not limited to, an Authorized Subcontractor; (c) in combination with LICENSOR; or (d) any combination of the persons, companies, or institutions so identified in (a) through (c); during the Term of this Agreement that incorporates, improves, relies upon or constitutes an Enhancement of, in whole or in part, the Licensed Subject Matter.
- 1.12 **“Intellectual Property”** means, for the purposes of this Agreement, intangibles such as, but not limited to, information (including know-how), trade secrets, inventions, discoveries, works of authorship, firmware, software (including source code), drawings, and designs.
- 1.13 **“Intellectual Property Rights”** means any or all of the world-wide legal rights for the Intellectual Property based on statute or common law (whether registered or not and including applications to register or rights to apply for registration) and includes, by way of example, patents, utility models, trademarks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights, trade secrets, copyrights (including rights in software), mask works for semiconductor chip designs and semi-conductor topography rights, image rights, rights in undisclosed or Proprietary

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Information (such as know-how, trade secrets, and inventions whether patentable or not, including all rights thereto which may now or in the future exist or apply and all applications for the same.

- 1.14 **“Joint Intellectual Property”** means Intellectual Property and all Intellectual Property Rights associated therewith, as jointly owned by the Parties pursuant to the terms of this Agreement, and wherein such Intellectual Property is conceived and/or developed: (a) jointly by the Parties during the Term of this Agreement; (b) by employees or agents of LICENSEE during the Term of this Agreement; or (c) during the course of a contract entered into between LICENSEE and one or more of its Authorized Subcontractors; wherein such Intellectual Property is based on, relies on, improves upon, imitates, displaces, or replaces or is otherwise derived from, in whole or in part, the Connector Technology or the Licensed Subject Matter (that is, on LICENSOR’s Background Intellectual Property).
- 1.15 **“Licensed Field of Use”** means LICENSEE’s internal research and development efforts relating to the development of deepwater autonomous underwater vehicles (“AUVs”) and other underwater unmanned systems solely in support of the advancement and discovery of better instruments, systems, and methods for scientific research and monitoring of the ocean.
- 1.16 **“Licensed Know-How”** means the information, knowledge and technology used or developed by LICENSOR that is useful to Design, Develop, Test, operate, use, repair or maintain Licensed Products of the Licensed Products and that LICENSOR conveys to LICENSEE, but excluding Licensed Technical Data, and which is in existence on the Effective Date that both: (a) would constitute Licensed Technical Data but for the fact that it is not reduced to writing or not recorded in computer-readable form; and (b) is necessary or useful for the interpretation, application or interrelation of the Licensed Technical Data relating to the Design, Development, Testing, operation, use, repair or maintenance of Licensed Products.
- 1.17 **“Licensed Patents”** means all issued United States and international patents, including utility models, having one (1) or more claims which cover any aspect of the Licensed Products, prototype designs, or equipment, as identified and listed in Appendix A, and all continuation (including continuation-in-part), divisional and reissue patents thereof, or reexamination certificates granted thereon.
- 1.18 **“Licensed Products”** means electrical connectors and associated components, such as communication and data transfer devices, installed in instruments, systems and other hardware on LICENSEE’s AUV fleet or marine platforms and wherein such connectors and associated components that (a) incorporate all or any portion of the Licensed Subject Matter, including, but not limited to, any Joint Intellectual Property and any Enhancements made by LICENSEE and/or its Authorized Subcontractors or (b) read on one or more claims of a Licensed Patent.
- 1.19 **“Licensed Subject Matter”** means the Licensed Technical Data, the Licensed Know-How, the Licensed Patents, and any other items that may be later delivered to LICENSEE under the terms of this Agreement and identified as Licensed Subject Matter in an amendment to this Agreement. Licensed Subject Matter includes Enhancements furnished to LICENSEE by LICENSOR.
- 1.20 **“Licensed Technical Data”** means any recorded information including, but not limited to, “online” or electronic manuals, instructions, supplemental materials, data, any associated media and printed materials or other information used or developed by LICENSOR that is useful in the Design, Development, Testing, operation, use, repair or maintenance of Licensed Products, regardless of the form or method of recording, as identified and set forth in Appendix

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A. As of the Effective Date of this Agreement, the Licensed Technical Data consists of those pending U.S. and international patent applications (including provisional applications) disclosing LICENSOR's trade secrets pertaining to the Connector Technology, including but not limited to, claims which cover any aspect of the Licensed Products, prototype designs, or equipment, as identified and listed in Appendix A.

- 1.21 **“Manufacture(d)”** and **“Manufacturing”** means to make and have made, fashion, form, fabricate, assemble, build, produce, or otherwise physically create.
- 1.22 **“Non-Disclosure Agreement”** or **“NDA”** means one or more confidentiality agreements or proprietary information exchange agreements (also known as **“PIEAs”**) executed between the Parties.
- 1.23 **“Other Taxes”** means any Taxes other than Domestic Income Taxes.
- 1.24 **“Proprietary Information”** means and refers to any of the following items that may be delivered or disclosed by one Party to the other Party pursuant to the terms of this Agreement or disclosed by one Party to the other Party under the terms of a non-disclosure agreement:
 - (a) Any information, Licensed Know-How (including trade secrets, Licensed Technical Data, Foreground Intellectual Property, software (if any), process, technique, design, drawing, program, prototype (including, but not limited to, LICENSOR's NiobiCon™ demonstrator), formula or Test data, work in process, development, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information, whether in oral, written, graphic, electronic form or physical medium which is an expression or manifestation of such proprietary information; or
 - (b) Any document, diagram, drawing, computer program or other communication which is either conspicuously marked “confidential”, “private”, “proprietary” or is known or reasonably known by the receiving Party to be confidential, or is of a proprietary nature and is learned or disclosed in the course of discussions, studies, or other work undertaken between the Parties.
- 1.25 **“Purchase Order”** means one or more documents that has been issued by LICENSEE to LICENSOR and accepted by LICENSOR in accordance with one or more LICENSEE proposals.
- 1.26 **“Records”** means and refer to books, accounts, reports, memoranda, correspondence, files, and other documentation or information (in any medium) that companies have to make and preserve in accordance with the federal securities laws, and all other applicable laws, rules and regulations. Records include, by way of example and not limitation, asset and liability ledgers, income and expense ledgers, customer account ledgers, purchase orders, and other files or documents.
- 1.27 **“Residual Knowledge”** means information (including, but not limited to, the Licensed Know-How) that: (a) is, or is based on any Proprietary Information of LICENSOR; and (b) is retained in the unaided memory of any authorized representative of LICENSEE after having access to such Proprietary Information.
- 1.28 **“Sale”** (**“Sell”** or **“Sold”**) means to offer for sale, market, sell, have sold, lease, have leased, barter, have bartered, give, have given, transfer, ship, deliver, distribute or otherwise dispose of, in performance of a purchase order contract or otherwise, regardless of value, including, but not limited to, transactions based on in-kind consideration in lieu of cash. The term “Sale”

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applies to all parties, including but not limited to, an affiliate, investor, or Authorized Subcontractor of LICENSEE.

- 1.29 **“Tax Return”** means any return, declaration, report, claim for refund, information return or statement that relates to any Tax, including any schedule or attachment thereto and any amendment thereof.
- 1.30 **“Taxes”** means (whether or not disputed) taxes of any kind, levies or other assessments, import duties, export duties, imposts, charges, fees, including but not limited to: (a) all federal, state, local or foreign taxes, including all ad valorem, capital gains, corporate franchise, customs, disability, documentary, documentation, duties, employment, environmental, estimated, excise, franchise, income, intangible, license, net worth, occupation, payroll, premium, profits, property, recapture or other taxes, receipts, recording, registration, remittance, sales, severance, social security, stamp, tariffs, transfer, unemployment, unitary, use, value-added, windfall profits, alternative or add-on minimum, recapture or other taxes, levies, fees or assessments together with any interest and any penalties, fines, additions to tax, and additional amounts with respect thereto; (b) any liability for payment of amounts described in clause (a) as a result of transferee liability, or being a member of an affiliated, combined, consolidated or other group for any period, or otherwise through operation of law; and (c) any liability for payment of amounts described in clauses (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement or any practice, policy or arrangement of indemnifying to indemnify any other person for taxes or any other amount described above.
- 1.31 **“Taxing Authority”** means any administrator, agency, authority or instrumentality that administers the Taxes of any country or nation (including the United States of America), any subdivision thereof (including any federal, state, county or municipal government), or any confederation of any of the foregoing (including without limitation the European Union).
- 1.32 **“Technical Assistance”** means any direct engagement of time and effort (including labor as well as materials) conducted by LICENSOR pursuant to any Purchase Order placed at a later date in support of this Agreement and may include the provision of engineering, program and logistics effort or other technical support services as may be negotiated by the Parties and set forth in said Purchase Orders. For example only, Technical Assistance may include engineering and manufacturing consultation, such as logistics support, including production/procurement or Testing support. Technical Assistance, if provided by LICENSOR to LICENSEE, may be offered on-site, by telephone, facsimile or electronic mail.
- 1.33 **“Test”** means to establish the quality, performance or reliability of an object, including, but not limited to, a Licensed Product. The term “Test” includes inspection. The term **“Testing”** means to perform one or more Tests.

2. LICENSE GRANT AND RELATED TERMS

- 2.1 Grant. Conditioned upon and subject to the terms of this Agreement, LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from LICENSOR, a fee-bearing, royalty free, nonexclusive, non-transferable and personal, revocable, indivisible, right and license, with no right to sublicense, to use the Licensed Subject Matter, solely within the United States and its territories thereof, to Design, Develop, Test, repair and maintain Licensed Products and to solely operate and use such Licensed Products worldwide in the Licensed Field of Use. For the avoidance of doubt, LICENSEE is not authorized, nor may it authorize third parties (including, but not limited to, an Authorized Subcontractor), to Manufacture, offer for Sale, Sell or

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otherwise dispose of Licensed Products. Notwithstanding the preceding sentence prohibiting LICENSEE's Sale of Licensed Products to third parties, contingent upon and subject to the terms and conditions of Section 4.2 below, LICENSEE may offer for Sale and Sell one or more of its AUVs in LICENSEE's AUV fleet to a third party (such as a research collaborator of LICENSEE) and wherein such AUVs include one or more preinstalled Licensed Products. Subject to the provisions of Section 2.4 below, LICENSEE is permitted to make up to twenty (20) copies of the Licensed Subject Matter to distribute to its employees and to its Authorized Subcontractors.

- 2.2 Authorized Subcontractors. Subject to the provisions of Section 5 (Non-Disclosure and Confidentiality), LICENSEE may exercise its right granted in Section 2.1 to have one or more Authorized Subcontractors access and use the Licensed Subject Matter solely for and on behalf of LICENSEE provided that: (a) LICENSEE does not grant to such Authorized Subcontractors any license in respect of the Licensed Subject Matter and/or the Connector Technology for any purpose other than to Design, Develop, Test, repair or maintain Licensed Products solely for LICENSEE; and (b) LICENSEE ensures that each such Authorized Subcontractor: (i) is subject to contractual obligations of confidentiality in respect of the Licensed Subject Matter and Connector Technology no less restrictive than those obligations of non-disclosure and confidentiality set forth in Section 5 of this Agreement and the NDA; (ii) is subject to a contractual obligation to use the Licensed Subject Matter solely for the purposes of Designing, Developing, Testing, repairing and maintaining Licensed Products solely for and on behalf of LICENSEE; (iii) is subject to a contractual obligation to assign all Intellectual Property Rights in and to any Designs or other Enhancements (that is, Foreground Intellectual Property) in and to the Licensed Subject Matter to both LICENSEE and LICENSOR as joint owners with each having an equal, undivided interest in and to such Designs and/or Enhancements; and (iv) is subject to a contractual obligation to return the Licensed Subject Matter to LICENSEE within thirty (30) days following the completion of the relevant contract between LICENSEE and each such Authorized Subcontractor. If any Authorized Subcontractor breaches the obligations imposed upon it pursuant to this Section 2.2, LICENSEE agrees that such breach shall be treated as a material breach of this Agreement by LICENSEE and which breach shall entitle LICENSOR to terminate this Agreement in accordance with the provisions of Section 10. LICENSEE agrees to be liable to LICENSOR for any loss, liability, costs, damages, expenses (including attorney and other professional fees), suffered, incurred or sustained as a result of or in relation to such breach as if LICENSEE was the party in breach.
- 2.3 Reservation of Rights. Notwithstanding anything in this Agreement to the contrary, LICENSOR shall, at all times, and without limitation, have the right, for example only and not by way of limitation, to use the Licensed Subject Matter and to Design, Develop, Manufacture, Test, package, operate, use, make derivative works, repair, maintain, offer for Sale, and Sell Licensed Products for any and all purposes and grant others the right to do so, throughout the world.
- 2.4 No Title or Ownership. Copies. No title to or ownership of the Licensed Subject Matter is transferred to LICENSEE as a result of this license or otherwise. LICENSEE acknowledges that title and full ownership rights to the Licensed Subject Matter remain the sole and exclusive property of LICENSOR. The Licensed Subject Matter is licensed, not sold. All copies or reproductions of the Licensed Subject Matter made by LICENSEE, including partial copies, are, and shall remain subject to, the terms of this Agreement. LICENSEE agrees to include in any whole or partial reproduction of any material all copyright, mask work and proprietary rights legends appearing in such material as furnished by LICENSOR or, upon written

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agreement between the Parties, suitable alternative legends. No license or right is granted to LICENSEE by implication or otherwise, with respect to any invention, technical data, know-how, technology, patents, patent application, or any other LICENSOR Intellectual Property or Intellectual Property Rights except the rights and license granted to LICENSEE as expressly set forth in this Agreement. For the avoidance of doubt, the absence of any proprietary markings from the Licensed Subject Matter, or any part or portion thereof, does not affect LICENSOR's title, ownership or other rights in and to such Licensed Subject Matter nor LICENSOR's ability to license such rights as set forth in this Agreement.

- 2.5 Enhancements. The license granted to LICENSEE under this Agreement includes the right of LICENSEE to Design (or have Designed) and Develop (and have Developed) Licensed Products and utilize such Designs (that is, Enhancements) and Licensed Products within the Licensed Field of Use. LICENSEE, however, is only permitted to make (or have its Authorized Subcontractors make) Designs pertaining solely to modifications of the specific physical features of a connector such as, but not limited to, contact points including the contact retention area, blade orientation, wire-to-wire, board-to-board, threaded versus non-threaded connections, contact configuration (shape, scraping, spring force) and the like. Design features relating to the separable interface front-end, methods of protecting the interface to the wiring, and the permanent interface back end, if made, are also permitted to be made by LICENSEE.
- 2.6 Patents and Other Intellectual Property Rights pertaining to Foreground Intellectual Property. All Foreground Intellectual Property (including any Foreground Intellectual Property developed in whole or in part by an Authorized Subcontractor), along with all Intellectual Property Rights pertaining thereto, shall become the Joint Intellectual Property of LICENSOR and LICENSEE, with each Party having an equal, undivided, whole interest in and to such Joint Intellectual Property, along with all Intellectual Property Rights pertaining thereto. All Foreground Intellectual Property and Joint Intellectual Property shall be governed by a separate Joint Ownership Agreement (“JOA”) executed by the Parties, which shall be negotiated by the Parties in good faith and with the principal understanding that the Parties will agree to share revenue derived from Joint Intellectual Property in accordance with the terms of the JOA, except to the extent said revenue is already allocated to the Parties under the terms of this Agreement.
- 2.7 Residual Knowledge. Neither Party is required to restrict work assignments of representatives who have had access to Proprietary Information. Upon the fifteenth year anniversary of the expiration or termination of this Agreement, notwithstanding anything in the Non-Disclosure Agreement between the Parties dated November 21, 2019 to the contrary, the Parties hereby agree that the use of information in their representatives' unaided memories in the development or deployment of their respective products or services shall not create liability under this Agreement or trade secret law, and LICENSOR and LICENSEE agree to limit what each disclose to the other accordingly.
- 2.8 Patents. If during the Term (as defined in Section 10 below) of this Agreement and any extension or renewal thereof, either Party discovers that one (1) or more LICENSOR patent(s) relating to the Licensed Subject Matter exists which is required by LICENSEE to practice the rights and licenses granted under this Agreement, and such patent(s) is not included in the list of Licensed Patents as set forth in Appendix A attached hereto, then the Parties agree that at such later time the Parties will amend Appendix A to include such patent(s) in the Licensed Subject Matter.

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- 2.9 Licensed Product Patent Marking. To the extent commercially feasible and consistent with prevailing business practices, LICENSEE shall mark all Licensed Products that are Designed or Developed under this Agreement with the appropriate United States of America patent numbers or, optionally, LICENSEE may publish a virtual marking patent registry for such Licensed Products on LICENSEE's web site in accordance with United States federal law.
- 2.10 Technical Assistance. LICENSOR will provide initial Technical Assistance solely in the form of advisory support for up to two (2) technical review meetings over the first twelve (12) months of this Agreement in the form of: (a) travel-related expenses and labor hour support of two (2) LICENSOR technical staff for a one Day technical review meeting at LICENSEE's Moss Landing, California site; and (b) labor hour support only for a second one (1) Day technical review meeting with participation via WebEx, Skype, Zoom or other teleconferencing forum. However, LICENSEE acknowledges and agrees that LICENSOR's ability to supply such Technical Assistance shall depend on the availability of appropriate LICENSOR resources at the time in question. Unused Technical Assistance shall not carry forward into subsequent years and no credit for such unused Technical Assistance will be provided; all such unused Technical Assistance will be forfeited at the end of the first calendar year of this Agreement. LICENSEE may, from time-to-time, ask LICENSOR to provide additional Technical Assistance related to the Design and Development of Licensed Products; however, LICENSEE acknowledges and agrees that LICENSOR's ability to supply such Technical Assistance shall depend on the availability of appropriate LICENSOR resources at the time in question. If such LICENSOR resources are available, LICENSOR agrees to provide such Technical Assistance subject to a separate Purchase Order between LICENSOR and LICENSEE at LICENSOR's then-current time and material rates.
- 2.11 Annual Meetings. During the Term of this Agreement, the Parties shall endeavor to hold a virtual meeting, via teleconference or other electronic means, to discuss, amongst other items, any matters pertaining to this Agreement or the JOA, including LICENSEE's use of the Licensed Subject Matter and development of Licensed Products, and in support of the JOA, identify any new or emerging competitors pertaining to third party licensing opportunities for Joint Intellectual Property.
- 2.12 Costs. Except as otherwise stated elsewhere in this Agreement, each Party will bear all its costs and expenses incurred in complying with the terms of this Agreement.
- 2.13 LICENSEE's Background Intellectual Property. As between LICENSEE and LICENSOR, LICENSEE is and will remain the sole and exclusive owner of all right, title, and interest in and to all LICENSEE's Background Intellectual Property (and all Intellectual Property Rights therein).
- 3. DELIVERY**
- 3.1 Delivery. LICENSOR shall deliver the Licensed Subject Matter to LICENSEE by electronic means within thirty (30) Days of the Effective Date of this Agreement by providing one (1) copy each of the Licensed Patents and one (1) copy each of the U.S. and international patent applications listed as Licensed Technical Data in Appendix A. Upon delivery of the Licensed Subject Matter to LICENSEE, LICENSOR shall have no obligation to provide maintenance or support services to LICENSEE in connection with the Licensed Subject Matter, including but not limited to services concerning training, installation, debugging, updates, enhancements or re-designs. It is expressly understood and agreed that any other items, programs, components, versions or Enhancements, which may or may not have been discussed by the Parties, or which

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may be created at a later date, but which items are not expressly listed in Appendix A (including amendments thereto) as Licensed Subject Matter, *are not* Licensed Subject Matter.

- 3.2 Hardware/Equipment. For the avoidance of doubt, LICENSOR shall not be required to provide any hardware or other equipment to LICENSEE under the terms of this Agreement.
- 3.3 Licensed Know-How. The Parties shall work together to identify, record and execute an inventory of all Licensed Know-How within six (6) months of the Effective Date, and to update the inventory of Licensed Know-How within six (6) months of any delivery of Licensed Know-How thereafter.

4. PAYMENTS, RECORDS AND REPORTS

- 4.1 Fees. An initial license fee of twenty-five thousand U.S. dollars (\$25,000.00 USD) is due and payable to LICENSOR within thirty (30) Days following the Effective Date of this Agreement. A second twenty-five thousand U.S. dollars (\$25,000.00 USD) license fee is due and payable to LICENSOR on the first anniversary of this Agreement, that is, on the first anniversary of the Effective Date. All fees shall be non-refundable and deemed fully earned upon receipt.
- 4.2 Sales of One or More Units of LICENSEE's Fleet of Autonomous Underwater Vehicles. In the event that LICENSEE desires to Sell a AUV in its AUV fleet (of approximately ten (10) AUVs) to one or more of its collaborators, and wherein each such AUV includes one or more Licensed Products, LICENSEE shall so inform LICENSOR of the pending Sale of the AUV in writing, and if LICENSEE Sells the AUV at an amount greater than cost, then LICENSEE and LICENSOR shall negotiate in good faith a reasonable royalty that will be due and payable to LICENSOR upon the conclusion of such Sale. No royalties shall be owed to LICENSOR for LICENSEE's use of one or more Licensed Products (including, but not limited to, LICENSEE's use of one or more Licensed Products as installed in a AUV) for LICENSEE's own purposes of conducting scientific research and monitoring of the ocean.
- 4.3 Payments. Promptly, when due and payable, LICENSEE shall make all payments to LICENSOR by means of telegraphic transfer remittance in U.S. Dollars to the following bank account of LICENSOR. LICENSEE shall pay all bank charges resulting from the transfer of all such Payments. All Payments made to LICENSOR shall be considered fully earned and non-refundable upon receipt.

Bank:	JP Morgan Chase Bank 4 New York Plaza New York, NY 10004
Swift:	CHASUS33
ABA Number:	021000021
Account Name:	Northrop Grumman Systems Corporation
Account Number:	323861296

- 4.4 Additional Payment Terms. LICENSEE shall pay LICENSOR a penalty of one percent (1.0%) per month or at the maximum late payment charge permitted by applicable law, whichever is less, compounded monthly, on any unpaid amount for each month (or fraction thereof) that any payment is in default. All financial obligations incurred by LICENSEE under the terms of this Agreement are U.S. Dollar obligations and all payments shall be made to LICENSOR, in that currency, to LICENSOR's New York bank account as listed in Section 4.2 above. The payments due under this Agreement are not subject to any right of set-off except in the event of a good faith payment dispute.

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- 4.5 Taxes. Each Party shall be responsible for the payment of its own Taxes, including Domestic Income Taxes, under this Agreement.
- 4.6 Reports.
- (a) Annual Report. No later than each and every January 31 during the Term of this Agreement and within thirty (30) days following its expiration or termination, LICENSEE will provide an annual report to NGSC relating to LICENSEE's use of the Licensed Subject Matter. These annual reports (each a "**Report**"), which shall be deemed both LICENSEE's and LICENSOR's Proprietary Information, shall detail the location of the copies of the Licensed Subject Matter, list those Authorized Subcontractors who have accessed the Licensed Subject Matter during the prior calendar year (that is, between each January 1 through December 31), and list the Licensed Products which have been Designed or Developed under the terms of this Agreement. The Reports shall also include a detailed summary of the minutes from technical interchange meetings for any discussions between LICENSEE and its employees, Authorized Subcontractors or with LICENSOR relating to the use of the Licensed Subject Matter and/or the Design and Development of Licensed Products. Unless otherwise requested by LICENSOR, all Reports will be delivered to LICENSOR in electronic form. Acceptable formats include, but are not limited to Microsoft Outlook email, Microsoft Word or Excel. Each Report will be sent to LICENSOR's notice addresses as listed in Section 11 of this Agreement.
 - (b) Foreground Intellectual Property Reporting. LICENSEE shall promptly disclose to LICENSOR all Foreground Intellectual Property in enough technical detail to allow LICENSOR to assess the commercial viability of such developments. In the event that the Foreground Intellectual Property is an invention or otherwise pertains to patentable subject matter, LICENSEE shall notify LICENSOR within thirty (30) Days of LICENSEE becoming aware of such invention or patentable subject matter. LICENSEE shall include in its Reports a section documenting such Foreground Intellectual Property made during the prior calendar year. If no Foreground Intellectual Property is made, discovered or invented during a given calendar year, a "No Foreground Intellectual Property" report shall be submitted.
- 4.7 Audit Rights. During the Term of this Agreement and for a three (3) year period thereafter, LICENSEE will retain all Records relating to its use of the Licensed Subject Matter (including, but not limited to, maintaining a list of the serial numbers assigned to the Licensed Products) and LICENSOR shall have the right to inspect LICENSEE's Records to verify LICENSEE's compliance with the terms of this Agreement, provided that such LICENSOR auditors will hold such Records in confidence except those portions which are necessary to include in its report to both Parties on the results of the audit. LICENSEE may keep Records pertaining to this Agreement at multiple locations; however, LICENSEE shall use reasonable diligence to ensure that all such Records are made available to LICENSOR during such audits at a single location to be designated by LICENSEE. Such audits shall take place during LICENSEE's normal business hours and be conducted in a manner to avoid unnecessary interruption of LICENSEE's day-to-day business operations. LICENSOR agrees to give LICENSEE at least thirty (30) Days' written notice of its intention to have LICENSEE's Records audited and further agrees to limit the number of audits to no more than one (1) audit per year (commencing upon and based on the Effective Date) unless a prior audit has resulted in a finding of non-compliance. All out-of-pocket costs associated with the audit, including independent auditor

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fees, travel expenses and other related costs, shall be borne by LICENSOR unless the audit of LICENSEE's Records identifies a material breach of any term of this Agreement. If a curable material breach is identified, LICENSOR shall so notify LICENSEE and LICENSEE shall have the right to cure such breach in accordance with the cure provisions of Section 10 of this Agreement. In the event that such audit reveals an incurable material breach has occurred; LICENSEE shall upon receipt of LICENSOR's invoice reimburse LICENSOR for LICENSOR's reasonable out-of-pocket costs incurred by LICENSOR in connection with such audit.

- 4.8 Invalidity of Patents. In the event that all of the claims of a Licensed Patent are found invalid in an unappealed or unappealable decision by a competent court in a jurisdiction authorized to adjudicate issues related to patent validity, LICENSOR shall waive its rights to any fees, royalties or other consideration specifically based on the licensed use of the invalid Licensed Patent, with such relief given to LICENSEE solely for that jurisdiction in which such determination of invalidity was made.

5. NON-DISCLOSURE AND CONFIDENTIALITY

- 5.1 Disclosure of and Access to Proprietary Information. LICENSEE acknowledges that the non-patented portions of the Licensed Subject Matter delivered to LICENSEE under the terms of this Agreement, by virtue of not being generally publicly available, comprises Proprietary Information that LICENSOR does not wish to have disclosed without restriction or misused, and as such is considered valuable proprietary information of LICENSOR. 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, agents (including Authorized Subcontractors) and consultants who have a need-to-know such Proprietary Information, and where such employees, 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 (including Authorized Subcontractors) 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, including Authorized Subcontractors 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.

- 5.2 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 5. 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 5.

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

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- (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.

6. WARRANTIES AND LIABILITIES

- 6.1 No Reliance. LICENSOR furnishes the Licensed Subject Matter, and LICENSEE agrees to and does accept same, on a strictly "AS IS" basis. LICENSEE hereby acknowledges that it has not relied upon any representations, warranties, or guarantees of LICENSOR in determining whether to enter into this Agreement.
- 6.2 Warranty Disclaimer. LICENSOR DOES NOT GUARANTEE OR WARRANT THE LICENSED SUBJECT MATTER, THE CONNECTOR TECHNOLOGY OR THE LICENSED PRODUCTS OR THE PERFORMANCE OF THE LICENSED SUBJECT MATTER, CONNECTOR TECHNOLOGY OR THE LICENSED PRODUCTS IN ANY FASHION, NOR DOES LICENSOR MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT, ACCURACY, SUFFICIENCY, SUITABILITY, OR ADEQUACY OF THE LICENSED SUBJECT MATTER, THE CONNECTOR TECHNOLOGY, OR THE LICENSED PRODUCTS, 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 LICENSEE BY ITS EXECUTION OF THIS AGREEMENT ASSUMES ALL SUCH RESPONSIBILITY AND OBLIGATIONS IN THESE REGARDS. THIS WARRANTY DISCLAIMER IS A FUNDAMENTAL ELEMENT

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OF THE BASIS OF THE BARGAIN BETWEEN LICENSOR AND LICENSEE. LICENSOR WOULD NOT PROVIDE THE LICENSED SUBJECT MATTER ABSENT SUCH DISCLAIMER.

- 6.3 No Liability / Indemnification. LICENSOR shall have no liability to LICENSEE for any loss, cost, claim, remedy, suit, action, damages and/or liability (“**Injury**”) by agents or employees of LICENSEE 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 Licensed Subject Matter or the Design, Development, Testing, repair, maintenance, operation or use of Licensed Products by LICENSEE, or as authorized in this Agreement, by its agents (including its Authorized Subcontractors), 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 LICENSOR), or for negligence concerning any defects, bugs or deficiencies or lack thereof of any nature in the Licensed Products (“**Agreement Cause of Action**”). LICENSEE agrees to indemnify, defend and hold LICENSOR 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 LICENSEE’s negligence, willful misconduct, a defective Licensed Product, or breach of this Agreement.
- 6.4 No Consequential Damages. 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.
- 6.5 Warranty. LICENSOR hereby represents and warrants that, to the best of LICENSOR’s knowledge as of the Effective Date of this Agreement, LICENSOR:
- (a) is not a party to any pending lawsuit that includes a claim of invalidity of the Licensed Patents; and
 - (b) has not received from any third party any formal notice or warning of invalidity of the Licensed Patents.
- 6.5 No Suit. In exchange for the licenses granted under the terms of this Agreement, and in recognition of the arms-length negotiations between the Parties resulting in the agreed-upon fees as stipulated herein, LICENSEE agrees not to file any claim, suit or other action against the LICENSOR alleging that one (1) or more of the Licensed Patents is unenforceable, invalid, and/or not infringed. This Agreement and the license rights granted hereunder shall be terminated in the event that, and on the date when, LICENSEE commences such legal proceedings seeking a declaration that any Licensed Patent is invalid, unenforceable, and/or not infringed.
- 6.6 Exclusive Warranties and Remedies. LICENSOR’s warranty obligations and LICENSEE’s remedies under this Agreement are solely and exclusively as stated in this Agreement.
- 7. INTELLECTUAL PROPERTY DISCLAIMER; INDEMNITY; INFRINGEMENT NOTIFICATION AND PROCEDURE**
- 7.1 Disclaimer. LICENSOR disclaims all representations, warranties and indemnities that use of the Licensed Subject Matter, the Connector Technology, or the Design, Development, Testing, operation, use, repair or maintenance of Licensed Products, does not, and will not, infringe any United States or foreign patents, mask works, trade secrets, copyrights or other Intellectual

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Property Rights covering all or any part of the Licensed Subject Matter (or the use thereby) or the Design, Development, Testing, operation, use, repair or maintenance of Licensed Products.

7.2 Infringement Notification and Procedure.

- (a) Notification. LICENSEE shall promptly notify LICENSOR in writing of LICENSEE's reasonable belief of actual or potential infringement by any third party of any of LICENSOR's Intellectual Property Rights in and to the Licensed Subject Matter or the Licensed Products, or any allegation, claim or challenge that LICENSEE's Manufacture, Sale, import or export of Licensed Products infringes on any third party Intellectual Property Rights. LICENSEE shall not contact the alleged infringer or claimant without first obtaining LICENSOR's prior written consent.
- (b) Procedure. LICENSOR shall control all such actions and shall have the sole and exclusive right, at LICENSOR's sole discretion, to determine whether or not any action shall be taken on account of any infringement, allegation, claim or challenge. LICENSOR's decision including, without limitation, the decision not to take any action, shall not affect LICENSEE's obligations under this Agreement. This Agreement shall not be interpreted to assign any rights that provide standing to LICENSEE to bring an action for infringement of LICENSOR's patents or the misappropriation of LICENSOR's trade secrets. LICENSEE shall, upon LICENSOR's written request, provide reasonable assistance to LICENSOR in the investigation or prosecution of any such infringement, allegation, claim or challenge and in any action related thereto.
- (c) LICENSEE Defense. LICENSEE agrees to defend at its own expense, any claim, suit or alleged infringements against LICENSEE arising out of LICENSEE's use of the Licensed Subject Matter or LICENSEE's Design, Development, Testing, operation, or use of Licensed Products as provided in this Agreement, and to pay all awards, damages, judgments, and costs arising out of such suits, claims or allegations respecting infringements of any United States or foreign Intellectual Property Rights covering all or any part thereof of the Licensed Subject Matter (including all Foreground Intellectual Property made thereto), or the Licensed Products, their the Design, Development, Testing, operation, use, repair or maintenance thereof. LICENSEE further agrees that in the event of such suit or claim, LICENSEE, will not seek indemnification from LICENSOR. LICENSEE shall nevertheless promptly notify LICENSOR of such claim, suit or alleged infringement, and LICENSOR shall have the right but no obligation, at its sole option, to be present in such action represented by its own counsel at its own expense.

7.3 Effect of Infringement. In case the Licensed Subject Matter, the Licensed Products, or any parts thereof are held to infringe any third-party Intellectual Property Rights and use thereof is enjoined, LICENSEE may by its own election and at its own expense, either: (a) procure the right to continue using the Licensed Subject Matter, the Licensed Products or any parts thereof; or (b) cease use of the Licensed Subject Matter or Licensed Products. If LICENSOR is successful in bringing or defending an infringement claim, than any damages or monetary awards awarded or agreed upon in the settlement of such conflict or suit shall solely belong to LICENSOR.

8. GENERAL LIABILITY (INCLUDING PRODUCTS LIABILITY AND PROFESSIONAL LIABILITY) INSURANCE

LICENSEE agrees to obtain and keep in force, at its own expense, general liability insurance that includes products liability and professional liability insurance, with respect to this Agreement and the Licensed Products, with a thirty (30) Days' notice of cancellation provision, from a recognized and responsible insurance company authorized to conduct an insurance business, or alternatively, shall provide to LICENSOR evidence of self-insurance thereof. Such insurance company shall name LICENSOR as an additional insured (or provide LICENSOR with evidence of self-insurance thereof), and provide protection in the amount of two million United States Dollars (\$2,000,000). LICENSEE shall, within thirty (30) Days of the Effective Date, and annually thereafter on the anniversary of the Effective Date, submit to LICENSOR a copy of a fully paid certificate of insurance thereof or alternatively, provide a written statement to LICENSOR that LICENSEE is self-insured for the same amount of coverage. LICENSEE agrees to maintain such general liability insurance for a period coextensive with that for which indemnification might be required under the provisions of this Agreement, and any failure to do so shall be deemed a material breach of this Agreement.

9. GOVERNMENT SECURITY AND EXPORT COMPLIANCE

- 9.1 Government Security. Any United States Government classified information provided to LICENSEE under this Agreement shall be handled by LICENSEE in accordance with the Department of Defense ("DoD") Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22-M) or the National Industrial Security Program Operating Manual ("NISPOM"), their supplements, and other applicable United States Government security regulations, and any government-to-government general security agreements in effect (as of the Effective Date) between any foreign government and the United States Government.
- 9.2 Export Compliance. The Parties acknowledge that the Licensed Subject Matter, Licensed Products and other accompanying material (including any documentation) are subject to export controls under 22 United States Code 2751 – 2796 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations or "ITAR") or 50 United States Code 4801 – 4826 (Export Control Reform Act of 2018), 15 C.F.R. 730-774 (Export Administration Regulations), 50 United States Code 1701-1708, (International Emergency Economic Powers Act, as amended) and their successor and supplemental laws and regulations (collectively, "**Export Laws and Regulations**").

LICENSEE agrees that it will comply with all applicable Export Laws and Regulations, including authorizations issued thereunder, and will obtain all necessary licenses or other authorizations before re-exporting or transferring any Licensed Subject Matter, Foreground Intellectual Property, Licensed Products, or material accompanying Licensed Products (including any documentation) (collectively, the "**Restricted Matter**") to any foreign person, entity or country. LICENSEE agrees that it will comply with all applicable sanctions, embargos, and will not export or transfer the Restricted Matter or any technical data pertaining thereto to an unauthorized person or to any country for which any government agency requires a license or other approval, including the ITAR, as well as any other applicable restrictions. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE MAY NOT EXPORT OR RE-EXPORT THE RESTRICTED MATTER EXCEPT IN FULL COMPLIANCE WITH ALL UNITED STATES AND OTHER APPLICABLE LAWS AND REGULATIONS.

THE RESTRICTED MATTER MAY NOT BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED TO ANY ENTITY ON THE U.S. TREASURY

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DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS, TO ANY PERSON, ENTITY OR COUNTRY EMBARGOED OR PROSCRIBED BY THE ITAR (22 CFR 125.1) OR TO ANY PERSON OR ENTITY ON THE DENIED PERSONS LIST, UNVERIFIED LIST, OR ENTITY LIST ADMINISTERED BY THE U.S. DEPARTMENT OF COMMERCE.

Any failure of LICENSEE to comply with the requirements of this Section 9 shall be a material breach of this Agreement and LICENSOR may terminate this Agreement in accordance with the termination provisions of Section 10.

- 9.3 Export Markings. LICENSEE shall, among other things, maintain all legends on the Licensed Subject Matter, Licensed Products and other accompanying material (including any documentation) that appear thereon at the time of receipt by LICENSEE, identifying that such materials are subject to Export Laws and Regulations.
- 9.4 Indemnity. LICENSEE shall indemnify and save harmless LICENSOR from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of claims, suit, allegations or charges of LICENSEE's failure to comply with the provisions of any United States or foreign government export laws and regulations and/or breach of the provisions in this Section 9.

10. DURATION AND TERMINATION

- 10.1 Term. Unless extended by written agreement of the Parties or unless sooner terminated as provided herein, this Agreement and the rights and license granted hereunder shall commence on the Effective Date of this Agreement and shall continue for five (5) years thereafter ("**Term**") unless otherwise extended or terminated in accordance with the provisions of this Agreement.
- 10.2 Termination. No Cure Period. LICENSOR shall have the right to terminate this Agreement and the rights and license granted herein immediately upon the date of the happening or occurrence of any one (1) or more of the following events or conditions, if LICENSEE:
 - (a) breaches the non-disclosure and confidential information obligations set forth in this Agreement; or
 - (b) ceases doing business in the Licensed Field of Use, or if LICENSEE sells, transfers or otherwise relinquishes control over its entire business (or that portion of its business thereof which utilizes the Licensed Subject Matter) to any third party except where such change of control is acknowledged by LICENSOR in accordance with the assignment provision of Section 11; or
 - (c) fails to obtain any and all needed governmental approvals prior to utilizing the Licensed Subject Matter, including export approvals; or
 - (d) upon either (i) the commencement of a case by or against LICENSEE under any applicable bankruptcy, insolvency or reorganization laws now or hereafter in effect (except in the case of the filing of an involuntary petition for bankruptcy, in which case such right to terminate shall not arise unless an order for relief is entered or such petition is not dismissed within ninety (90) Days of filing); or (ii) LICENSEE's commencement of any other dissolution, liquidation or similar proceeding under the laws of any jurisdiction now or hereafter in effect; or (iii) LICENSEE's making of an assignment for the benefit of its creditors; or (iv) LICENSEE's suffering the

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appointment of any receiver, custodian or like officer for itself or any substantial portion of its property that is not discharged or stayed within sixty (60) Days. The Parties agree that the Connector Technology is “**intellectual property**” as that term is defined in Bankruptcy Code § 101(35A). The Parties further agree that this Agreement is subject to the provisions of Bankruptcy Code § 365(n) in the event that LICENSEE is a debtor in a bankruptcy case.

- 10.3 Termination by either Party. Each Party hereto shall have the right to terminate this Agreement and the rights and license granted herein (a) upon ninety (90) Days’ written notice to the other Party, including, but not limited to, in the case of LICENSOR’s notice to LICENSEE or (b) upon the other Party’s (that is, the “**Breaching Party**”) default in observing or performing any other term or condition as set forth in this Agreement, but only if such default is not cured within thirty (30) Days from the date of the non-breaching Party’s notice of default to the Breaching Party.
- 10.4 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, LICENSEE shall promptly (that is, within thirty (30) Days) return the Licensed Subject Matter and all materials furnished by LICENSOR to LICENSEE under the terms of this Agreement (including all copies thereof) and if LICENSEE fails to timely return such items to LICENSOR, LICENSOR shall be entitled to enter LICENSEE’s premises upon reasonable advance written notice to LICENSEE and remove such items at any reasonable date and time, during LICENSEE’s normal working hours, consistent with LICENSEE’s standard security regulations. LICENSEE shall also submit a final Report to LICENSOR within thirty (30) Days of such expiration or termination. Notwithstanding any expiration or termination of this Agreement, all definitions throughout this Agreement (including those definitions in Section 1), as well as Section 2.3, Section 2.4, Section 2.6, Section 2.7, Section 4.5, Section 4.6, Section 5, Section 6, Section 7, Section 8, Section 9, this Section 10.4, and Section 11 will survive and remain in effect in accordance with their terms. Upon expiration or termination of this Agreement, whichever is sooner, LICENSEE may retain a single archival copy of any delivered LICENSOR Proprietary Information; such LICENSOR Proprietary Information may be used solely for legal evidentiary purposes in the event a dispute arises relating to this Agreement or its terms. The expiration or termination of this Agreement for any reason shall not affect the rights of LICENSEE to continue to use Licensed Products that have been Developed and put into LICENSEE’s service prior to the effective date of such expiration or termination.

11. MISCELLANEOUS

- 11.1 Force Majeure. Neither Party to this Agreement will be held liable for failure to perform any obligation of or delay in performance resulting from or contributed to by any cause beyond the reasonable control of either Party from any act of God, act of civil or military authority, act of war whether declared or undeclared, act (including delay, failure to act, or priority) of any governmental authority, civil disturbance, insurrection or riot, sabotage, fire, severe weather conditions, earthquake, flood, epidemic, pandemic, strike, work stoppage or other labor difficulty, embargo, delay in transportation, or any other delay beyond either Party’s control, except that no Party shall be excused for failure or delay in making any payment of money. This provision shall not, however, release such Party from using its best efforts to avoid or remove such causes, and such Party shall continue performance under the terms of this Agreement with the utmost dispatch whenever such cause for failure or delay in performance has terminated.

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- 11.2 Relationship of the Parties. This Agreement shall not create a joint venture, teaming arrangement, partnership or agency relationship between the Parties.
- 11.3 Publicity. Scientific Articles. Any news releases, public announcements, advertisements, promotional materials or publicity, including any information posted on LICENSEE's webpage(s), released by LICENSEE concerning this Agreement or the Licensed Subject Matter will be subject to prior written approval by LICENSOR, except that this Agreement and the terms thereof may be made known to the United States Government, and additionally, any material financial disclosures required pursuant to law or regulation may be promptly made without prior approval of LICENSOR. The Parties shall work together to issue a press release following the Effective Date of this Agreement. Notwithstanding the provisions of the preceding sentence of this Section 11.3, LICENSEE shall have the right to publish scientific articles (each, a "**Work**") on its use of the Licensed Subject Matter and its Design, Development and use of Licensed Products but only so long as LICENSEE first provides a copy of the proposed Work to LICENSOR and obtains LICENSOR's prior approval on its release. A copy of each such proposed article must be sent to LICENSOR at least thirty (30) Days in advance of publication. Upon receipt, LICENSOR will review the draft Work for any information that is proprietary or disparaging to LICENSOR. All information that is identified by LICENSOR during such review as proprietary or disparaging to LICENSOR will be removed by LICENSEE before the initial publication of the Work. One (1) copy of the published Work will be provided to LICENSOR at no charge within thirty (30) Days after the date of the first publication of the reviewed article.
- 11.4 Names and Trademarks. It is expressly understood and agreed that LICENSOR does not grant to LICENSEE any right to use the trade names of "NORTHROP," "NORTHROP GRUMMAN", or any other trade names, trademarks, logos, or service marks, registered or non-registered of LICENSOR, collectively LICENSOR's "**Names and Trademarks**", and LICENSEE agrees that it will not use LICENSOR's Names and Trademarks without prior written approval from LICENSOR. Notwithstanding the preceding sentence, and subject to the conditions for LICENSOR approval of any Works as described in Section 11.3 above, LICENSEE may use the "NiobiCon™" common law trademark (or other marking directed by LICENSOR) in any such Works, or the marketing and advertisement of such Works. Subject to LICENSEE's prior written consent, which shall not be unreasonably withheld or delayed, LICENSOR may use LICENSEE's name and a description of the Licensed Products to promote LICENSOR's patented NiobiCon™ technology in LICENSOR's own marketing and advertising materials.
- 11.5 Compliance with Laws. Each Party hereto warrants and represents that it will comply with all laws, regulations, ordinances, governments, standards and the like applicable to its activities under this Agreement including, but not limited to, LICENSEE's (or its Authorized Subcontractors') Design, Development, Testing, repair or maintenance of Licensed Products, or LICENSEE's operation and use of Licensed Products, and agrees to indemnify and hold the other Party harmless with regard to the indemnifying Party's non-compliance with the same.
- 11.6 Waiver of Rights. The failure of either Party to enforce or insist on strict performance of any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of the right to assert or rely upon any such term, condition, or provision on any future occasion.
- 11.7 Severability and Invalidity. Notwithstanding anything to the contrary in this Agreement, each provision of this Agreement is severable. The invalidity in whole or in part of any portion of this Agreement shall not affect the validity of the remaining portions.

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- 11.8 Modifications. This Agreement may be amended or modified only by an instrument in writing signed by duly authorized representatives of the respective Parties hereto.
- 11.9 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against either Party.
- 11.10 Construction, Governing Law and Venue. This Agreement shall be interpreted and construed; its performance and any dispute arising under this Agreement shall be governed, in all respects by the substantive and procedural laws and judicial decisions of the State of Maryland and the United States of America, except however that the Maryland choice of law provisions shall not apply.
- 11.11 Legal Costs. In the event of any dispute under this Agreement, or if it is necessary for either Party to bring legal action to enforce its rights under this Agreement, the prevailing Party in any such dispute or legal action or other proceeding shall be entitled to recover from the other Party its reasonable costs, attorneys' fees and expenses including any legal fees and expert witness fees.
- 11.12 Remedies / Specific Performance. Each Party acknowledges that money damages would not be a sufficient remedy for its breach of this Agreement and that irreparable harm would result to the other Party if this Agreement were not specifically enforced. Therefore, the rights and obligations of the Parties under this Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith.
- 11.13 Notice. Any notice pursuant to this Agreement shall be directed by one Party to the other at the address specified below or at such other address of which either Party may notify the other in writing. Legal notices to LICENSOR shall be sent to its Falls Church, Virginia address set forth below.

For LICENSOR:

NORTHROP GRUMMAN SYSTEMS CORPORATION

Mission Systems sector
1580A West Nursery Road
Linthicum, Maryland 21090 U.S.A.
Attention: Contract Administration
Email: na.lee@ngc.com
Telephone: (703) 556-1698

With copies to:

NORTHROP GRUMMAN SYSTEMS CORPORATION
2980 Fairview Park Drive, Mailstop 12183A
Falls Church, Virginia 22042 U.S.A.
Attention: Law Department
Email: ip.licensing@ngc.com and IntellectualPropertyNGMS@ngc.com

For LICENSEE:

MONTEREY BAY AQUARIUM RESEARCH INSTITUTE
7700 Sandholdt Road
Moss Landing, California 95039 U.S.A.

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Telephone: (831) 775-1731

URL: <https://www.MBARI.org>

Attention: Mr. Basilio Martinez, Chief Financial Officer

Email: basilio@mbari.org

- 11.14 United Nations Convention. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement and is hereby disclaimed.
- 11.15 Assignment. This Agreement, the rights and license granted herein, and the Licensed Subject Matter cannot be assigned, sublicensed or otherwise transferred in any manner by LICENSEE without the prior written consent of LICENSOR. Any attempted assignment, transfer, or encumbrances of this Agreement by LICENSEE, or of any of the rights or licenses granted under the terms of this Agreement without the express written consent of LICENSOR shall be void and without any legal force or effect. LICENSOR shall have the right to assign this Agreement without the prior consent of or notice to LICENSEE, provided that the terms of this Agreement shall be binding on LICENSOR'S successors and assigns.
- 11.16 Complete and Exclusive Agreement. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS. THE PARTIES AGREE THAT THIS AGREEMENT, INCLUDING ANY EXHIBITS OR APPENDICES ATTACHED TO THIS AGREEMENT WHICH ARE OR BECOME INCORPORATED IN THIS AGREEMENT BY REFERENCE, AND ANY WRITTEN MODIFICATIONS MADE PURSUANT TO IT, CONSTITUTE THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS PROPOSALS, ORAL OR WRITTEN, UNDERSTANDINGS, REPRESENTATIONS, CONDITIONS, WARRANTIES, COVENANTS, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE NON-DISCLOSURE AGREEMENT MADE BETWEEN THE PARTIES HAVING AN EFFECTIVE DATE OF NOVEMBER 21, 2019 (AND ANY AMENDMENTS MADE THERETO). THE PARTIES FURTHER AGREE THAT THIS AGREEMENT MAY NOT IN ANY WAY BE EXPLAINED OR SUPPLEMENTED BY A PRIOR OR EXISTING COURSE OF DEALING BETWEEN THE PARTIES, BY ANY USAGE OF TRADE OR CUSTOM, OR BY ANY PRIOR PERFORMANCE BETWEEN THE PARTIES PURSUANT TO THIS AGREEMENT OR OTHERWISE. APPENDIX A, AND ITS CONTENTS THEREOF, IS HEREBY ATTACHED TO, MADE A PART OF, AND INCORPORATED BY REFERENCE INTO THIS AGREEMENT.
- 11.17 Authorized Representatives. Each Party represents that the individual executing this Agreement on its behalf is duly authorized to bind such Party to this Agreement according to its terms.

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SIGNATURE PAGE FOLLOWS.**

**NORTHROP GRUMMAN SYSTEMS CORPORATION / MONTEREY BAY AQUARIUM RESEARCH INSTITUTE
PROPRIETARY AND CONFIDENTIAL**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by their duly authorized representatives.

**MONTEREY BAY AQUARIUM
RESEARCH INSTITUTE**

By: _____

Printed Name: _____
Authorized Representative

Title: _____

Date: _____

**NORTHROP GRUMMAN SYSTEMS
CORPORATION**

Mission Systems sector

By: _____

Printed Name: Narae Lee
Authorized Representative

Title: Contract Administrator

Date: February 2, 2021

**NORTHROP GRUMMAN SYSTEMS CORPORATION / MONTEREY BAY AQUARIUM RESEARCH INSTITUTE
PROPRIETARY AND CONFIDENTIAL**

APPENDIX A – LICENSED SUBJECT MATTER

The term Licensed Subject Matter means that matter defined in Section 1 of this Agreement and more specifically, consists of those items listed in Section I, Section II and Section III as listed below.

I. LICENSED PATENTS

The following list of United States patents comprises the entire list of Licensed Patents.

Serial #	Publication #	Patent #	Document Title	Filing Date	Publication Date	Issue Date
13/933,542	US20150011107A1	9,197,006	Electrical connector having male and female contacts in contact with a fluid in fully mated condition	07/02/2013	01/08/2015	11/24/2015
14/618,694	US 20160233607A1	9,893,460	Underwater electrical contact mating system	02/10/2015	08/11/2016	02/13/2018
16/434,283	US 20200388952A1	10,868,384	Self-insulating contacts for use in electrolytic environments	06/07/2019	12/10/2020	12/15/2020

II. LICENSED TECHNICAL DATA

The following list of United States and international patents comprises the list of Licensed Technical Data as of the Effective Date.

Country	Application Serial Number	Filing Date	Publication Number	Title on Patent Application
United States	16/200,147	2018-11-26	US20200169184A1	AC Power Transfer over Self-Passivating Connectors
United States	16/784,518	2020-02-02	N/A	Single Self-Insulating Contact for Wet Electrical Connector
Australia	2019236649	2019-9-24	N/A	AC Power Transfer over Self-Passivating Connectors
Canada	3,056,624	2019-9-24	N/A	AC Power Transfer over Self-Passivating Connectors
EPO	19208537.1	2019-11-12	N/A	AC Power Transfer over Self-Passivating Connectors
Mexico	MX/a/2019/012637	2019-10-23	N/A	AC Power Transfer over Self-Passivating Connectors
Taiwan	109118114	2020-05-29	N/A	Self-Insulating Contacts for Use in Electrolytic Environments

III. LICENSED KNOW-HOW

Reserved.

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