

**NON-EXCLUSIVE PATENT LICENSE UNDER THE SANDIA RAPID TECHNOLOGY
DEPLOYMENT PROGRAM
(SHORT FORM)**

No. 2 - _____

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and
LICENSEE**

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Background:

- The National Competitiveness Technology Transfer Act; the Stevenson-Wylder Technology Innovation Act, as amended by the Federal Technology Transfer Act; Patent Act and other relevant legislation, as directed by Congress, ensure the full use of the results of the Nation’s Federal Investment in research and development. To this end the Federal Government has authorized NTESS to transfer federally originated technology to State and local governments and to the private sector through licensing.
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- Effective March 13, 2020, the President of the United States has declared a national emergency relating to the coronavirus global pandemic. NTESS is entering into this license in part to speed the transition of medically and economically important technology into the hands of United States industry under the Sandia Rapid Technology Deployment Program.
- Licensee desires participate in the Sandia Rapid Technology Deployment Program, and to utilize NTESS patent rights and/or NTESS's non-public information contained in NTESS's patent applications in conducting research for design and development to bring the underlying NTESS invention(s) to practical application to create an innovative product or service that will help lessen the human and economic toll created by the coronavirus pandemic.
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- 12.1. This License is made in Albuquerque, New Mexico, U.S.A., and shall be governed by and construed in accordance with the procedural and substantive laws of the State of Delaware except as these would require the application of the laws of another jurisdiction. The PARTIES agree to the exclusive jurisdiction of the courts of New Mexico or the United States District Court of New Mexico.
- 12.2. The PARTIES agree to attempt informal resolution of any disputes arising out of or relating to this License, within a reasonable period of time and in a fair and equitable manner, taking into consideration any laws, statutes, rules, regulations or guidelines to which the involved PARTIES are subject.

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- 13.1. In the event that any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this License.

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NATIONAL TECHNOLOGY & ENGINEERING SOLUTIONS OF SANDIA, LLC:

By: _____

Name: Mary A. Monson

Title: Senior Manager, Technology Partnerships and Business Development

Date: _____

LICENSEE:

By: _____

Name: _____

Title: _____

Date: _____

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4. "REPORTING PERIOD A" means the period from January 1st through June 30th with the certified statement being due on July 31st of the same calendar year.
5. "REPORTING PERIOD B" means the period from July 1st through December 31st with the certified statement being due on January 31st of the calendar year immediately following REPORTING PERIOD B.
6. "NTESS PATENTS" means the patents referenced and described in Exhibit B of this License, and any divisional, continuation, re-examination, or re-issue thereof including any patents that issue from NTESS PATENT APPLICATIONS listed in Exhibit B in the United States or any foreign country.

EXHIBIT B

NTESS PATENTS

[list issued patents to be included in license using this format: U.S. Patent No. X,XXX,XXX, *Title of Patent in Italics*, issued on Month Date, Year (SD# XXXXX.X)]

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EXHIBIT C

[Reserved]

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EXHIBIT D

Performance Milestones

[Reserved]

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EXHIBIT E**Notices**

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1. Statements and Notices to NTESS:

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Ref: License #2_ - _____

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