

RELEASE OF CLAIMS (October 2009) (CT &TM)

Pursuant to the terms of the Agreement No. _____, dated _____, between UT-Battelle, LLC (Company) and _____ (Seller), and for and in consideration of the payments hereinfere made, and payment of final installment now due by reason of performance which has been or is to be paid to the Seller under the Agreement, the Seller (or the Seller's assignees, if any) upon payment of the said sum by Company, irrevocably and unconditionally releases and discharges the Company, the U. S. Government, their officers, agents, and employees from any and all claims, past and future, arising out of or under the Agreement, except as follows:

- A. Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Seller under the patent clauses of the Agreement, excluding, however, any expenses arising from the Seller's indemnification of the Company and the Government against patent liability.
- B. When the Agreement includes the clause entitled "Additional Technical Data Requirements," claims pursuant to that clause when, within three years after final payment under the Agreement, the Company requests in writing that the Seller furnish such data.

The Seller waives and releases any other claims against the Company, its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Agreement with the Company.

The Seller agrees, in connection with patent matters and with claims that are not released as set forth above, that the Seller will comply with all of the provisions of the Agreement, including without limitation, those provisions relating to notification to the Company and relating to defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 20__.

(Signature)

(Typed/Printed Name)

(Title)