CONTRACTOR'S RELEASE

CONTRACT NO.

Pursuant to the terms of Contract No. ______ and in consideration of the sum of ______Dollars (______) which has been or is to be paid under the said contract to ______ (hereinafter called the Contractor) or its assignees, if any, the called the Government) does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims and demands whatsoever arising out of or under this contract, subject only to the following exceptions:

- 1. Specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows: _____;
- 2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of this contract, which are not known to the contractor on the date of the execution of this, release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.
- 3. Claims, for reimbursement of cost (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract including without limitation those provisions relating to notification to the contracting Officer and relating to the defense of prosecution and of litigation.

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

| Witnesses | (Contractor) |
|-----------|--------------|
| (1) | By: |
| (2) | Title: |

(Note: In the case of a corporation, witnesses are not required, but the following certificate must be completed.)

CERTIFICATE

I, ______, certify that I am the ______ of the Corporation named as Contractor in the foregoing release; that ______ who signed said release on behalf of the Contractor, was then the ______ of said Corporation; that said release was duly signed in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.