

#### EXHIBIT 5 - PATENT INDEMNITY (5-80)

If the amount of this subcontract is in excess of \$10,000, the Seller shall indemnify the Company and the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States Letters Patent (except U.S. Letters Patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) arising out of the manufacture or delivery of supplies or out of construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this subcontract, or out of the use or disposal by or for the account of the Government of such supplies or construction work. The foregoing indemnity shall not apply unless the Seller shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules or regulations to participate in the defense thereof; and further, such indemnity shall not apply to: (a) an infringement resulting from compliance with specific written instructions of the Company directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of this subcontract not normally used by the Seller; (b) an infringement resulting from addition to or change in, such supplies or components furnished or construction work performed which addition or change was made subsequent to delivery or performance by the Seller; or (c) a claimed infringement which is settled without the consent of the Seller, unless required by final decree of a court of competent jurisdiction.