



licensable usage right that is not restricted in time or place and which may be exercised by third parties on behalf of Lockheed Martin and Lockheed Martin's customer to the intellectual property contained in CDRLs identified as "Foreground Deliverable" or "FD" listed in the Contract Data Requirements List of this Contract. This usage right includes the right and ability to copy, modify, make derivative works, and distribute the Foreground Deliverable. To the extent any Foreground Deliverable is software, the usage right is limited to use of the software in executable form only. Further, Lockheed Martin and Lockheed Martin's customer agrees it shall not (and shall not authorize others to) reverse engineer, decompile, disassemble, prepare derivative works based on or otherwise modify the software, in whole or in part.

(b) License to Pre-Existing Deliverable (PED) Intellectual Property. The Seller grants Lockheed Martin and Lockheed Martin's customer a non-exclusive, non-transferable, non-sub-licensable limited right to use the intellectual property contained in the CDRLs identified as "Pre-Existing Deliverable (PED)" or "PED" listed in the Contract Data Requirements List of this Contract, solely for the purpose of operating and maintaining aircraft owned and operated by the German armed forces and the French armed forces only, and only for governmental, non-commercial purposes. Subject to first obtaining express written consent from the Seller, the usage right set forth herein may also be exercised by third parties on behalf of Lockheed Martin and Lockheed Martin's customer. For clarification, the usage right contained in this subsection (2)(b) includes in particular the right to duplicate, process, and transform (e.g., translate, revise, and incorporate into other documents) subject to the limitations contained in this subsection (2)(b). The Seller's consent is not required for this purpose. To the extent any Pre-Existing Deliverable is software, the usage right is limited to use of the software in executable form only solely for the purpose of operating and maintaining aircraft owned and operated by the German armed forces and the French armed forces only, and only for governmental, non-commercial purposes. Further, Lockheed Martin and Lockheed Martin's customer agrees it shall not (and shall not authorize others to) reverse engineer, decompile, disassemble, prepare derivative works based on or otherwise modify the software, in whole or in part.

(3) The Seller shall notify Lockheed Martin of any inventions arising during the execution of the

§ 9 Seller's Personnel

- (1) The Seller shall, in accordance with the specifications, only employ sufficiently qualified personnel in sufficient numbers to be able to properly and fully comply with its obligations under this Contract at all times. The employees of the Seller or subcontractors hired by it shall not enter into any employment relationship with Lockheed Martin or Lockheed



- (3) Lockheed Martin and/or Lockheed Martin's customer is entitled to commission third parties to witness Seller's scheduled quality inspections. The accuracy of test equipment measurements must be timely verified at the reasonable request of Lockheed Martin.

§ 21 Security

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