

**MTS/LTS Contract**

**LOCKHEED MARTIN CORPORATION  
LOCKHEED MARTIN AERONAUTICS COMPANY**

**APPENDIX 4B  
TERMS AND CONDITIONS OF PURCHASE  
C-130J PROGRAM**

1.

this clause shall in no way limit Buyer's rights under other provisions of this PO, at law, or in equity.

3. Variation in Quantity

Items shall not be supplied in excess of quantities specified herein, except for allowed shipping tolerances, if any. Seller shall be liable for handling charges and return shipment costs for any excess quantities; and, unless Seller agrees to pay and does pay such charges and costs within a reasonable time, the overshipped material will be retained by Buyer at no cost and shall become the property of Buyer.

4. Prices

Unless otherwise specified, prices are f.o.b. destination and shall include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government. The price includes all charges for boxing, packing, crating, drayage, storage, dunnage, and bundling. Seller warrants that prices charged for Items are not higher than those charged to any other customer, including the Government, for items of like grade and quality in similar or lesser quantities.

5. Invoices, Payments, and Discounts

Unless otherwise provided, terms of payment shall be Net 30 days from the later of the following:

- (a) Buyer's receipt of Seller's correct invoice;
- (b) scheduled delivery date, or scheduled completion of performance of the Items;  
or
- (c) actual delivery, or completion of performance of the Items.

Buyer shall have a right of setoff against payments due under this PO for any amounts at issue under this PO or other purchase orders between Buyer and Seller.

6. Warranty

- (a) Seller warrants for a period of one year from the date of delivery under this PO that all Items shall be free from defects in material and workmanship and shall conform to applicable specifications, drawings and all other requirements of this PO. If Seller is responsible for the design of the Items, Seller warrants for such period that all Items delivered under this PO shall be free from defect in

design, and if Seller is responsible for designing the Items to meet specified performance requirements of Buyer, Seller warrants for such period that all such Items shall be fit and sufficient for the purposes intended by Buyer. Buyer's approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty. Seller's warranties, together with its service guarantees, if any, shall run to Buyer and its customers.

- (b) In the event of a breach of any warranty hereinabove set forth, Buyer may require Seller to repair or replace at Buyer's election defective or nonconforming Items. Seller shall be liable for the payment of all packing and transportation costs attributable to the repair or replacement of defective or non-conforming Items.
- (c) If the Items delivered under this PO are, or are to be, incorporated in an end item(s) to be delivered to Buyer's customer(s), Seller's obligation under this clause shall be extended to one year after delivery of such end items to such customer(s).
- (d) The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this PO.

## 7. Compliance with Laws

- (a) Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances and all lawful orders, rules and regulations promulgated thereunder including without limitation the Arms Export Control Act; and such compliance shall be a material requirement of this PO. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.
- (b) Seller warrants that each chemical substance constituting or contained in Items sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to The Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (c) Seller shall provide to Buyer with each delivery any Material Safety Data Sheet applicable to the Items and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.
- (d) This paragraph 7(d) contains certifications and representations that are material representations of fact upon which Buyer will rely in making awards to

Seller. By submitting its written offer, or providing oral offers/quotations at the request of Buyer, or accepting any PO, including oral orders from Buyer, Seller represents and certifies as set forth below in this clause. Seller shall immediately notify Buyer of any change of status with regard to these certifications and representations.

- (1) Previous Contracts and Compliance Reports. Seller represents that if Seller has participated in a previous contract or subcontract subject either to the Equal Opportunity clause (FAR 52.222-26) of this solicitation/PO, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, (i) that Seller has filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
- (2) Affirmative Action Compliance. Seller represents (1) that Seller has developed and has on file at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, Seller will develop and place in operation such a written Affirmative Action Compliance Program within 120 days from the award of this PO.
- (3) FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters (Applicable to solicitations/ POs in excess of \$25,000)
  - (i) Contractor certifies that, to the best of its knowledge and belief, that Contractor and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - (iii) Contractor shall provide immediate written notice to Lockheed Martin if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts exceeding \$100,000)

- (1) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions are hereby incorporated by reference in paragraph (b) of this certification.
- (2) Contractor certifies that to the best of its knowledge and belief that on and after December 23, 1989--
  - (a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal trans



delivered under this PO, in confidence, to any third party for accomplishing such internal purposes, providing any such disclosure is made pursuant to a written understanding precluding unauthorized use and disclosure by provisions no less restrictive than those imposed on the Parties hereunder; and

- (ii) A worldwide, perpetual, royalty-free, nonexclusive right and license to grant to Buyer's customers the right to: (A) utilize and have utilized by Buyer's customer, the Data delivered under this PO for the operation, maintenance and repair of Hercules Aircraft, and (B) disclose the Data delivered under this PO, in confidence, to any third party for the operation, maintenance, and repair of the Hercules Aircraft, providing any such disclosure is made pursuant to a written understanding precluding unauthorized use and disclosure by provisions no less restrictive that those imposed on the parties hereunder.
- (2) Seller further agrees to negotiate in good faith with Buyer's customers and potential customers such further rights to Data of Seller, should Buyer's customers or potential customers so desire.
- (3) "Data" as used in this paragraph (b) means recorded information regardless of form or the method of recording. Data includes, but is not limited to, computer software and copyrightable works.

#### 11. Patent Indemnity, Trademarks, Trade Secrets and Copyrights

- (a) Seller warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefore, Seller agrees to defend, indemnify, and hold harmless Buyer and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.
- (b) Seller's obligation to defend, indemnify, and hold harmless Buyer and its customers under Paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to Buyer's Prime Contract for infringement of a U.S. patent and Buyer and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorneys' fees by a third party.

12. Entry on Buyer's Property; Insurance

- (a) In the event that Seller or Seller's employees, subcontractors, or agents enter onto Buyer's premises for any reason in connection with this PO, Seller and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations.
- (b) Seller, and any subcontractors used by Seller in connection with this PO, shall carry Worker's Compensation and Employee's Liability Insurance to cover Seller's and such subcontractors' legal liability on account of accidents to their respective employees. Seller and its subcontractors shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors on account of accidents arising out of the operations of Seller or such subcontractors and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's insurers showing such coverage in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of such coverage.

13. Amendments Required by the Prime Contract

Seller agrees that upon Buyer's request, it will from time to time enter into amendments of this PO to incorporate additional provisions herein or to change the provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the prime contract(s) or with the provisions of amendments to the prime contract(s) under which this PO is issued. If any such amendment to this PO causes an increase or decrease in the cost of this PO, or the time required for performance of this PO, an equitable adjustment shall be made in the price or delivery schedule, or both, in accordance with the provisions of the "Changes" clause of this PO.

14. Remedies/Waiver

- (a) The rights and remedies provided under this PO shall be cumulative and in addition to any other rights and remedies provided by law or equity.
- (b) Failure by Buyer either to enforce at any time the provisions hereof or to protest at any time any breach or default hereof shall not be construed as evidence to interpret the requirements of this PO, nor as a waiver of the requirements of such provisions, nor of the right of Buyer thereafter to enforce each and every



such provision. Buyer's approval of documents shall not relieve Seller from compliance with specifications related to this PO.

15.

This PO is the entire agreement between the Buyer and Seller in respect of the subject matter of this PO and is subject to the terms and conditions herein. This PO supersedes all communications, representations or agreements, oral or written, between Buyer and Seller with respect to the subject matter of this PO. Either: (a)

No public release (including, without limitation, photographs, films, announcements, denials or confirmations of same) on any part of the subject matter of this PO or any phase of any program hereunder shall be made without the prior written approval of Buyer.

24. Disputes

Except as otherwise provided in this PO, Buyer and Seller shall have the right to redress any dispute arising under or related to this PO, which is not disposed of by agreement, by pursuing any right or remedy which Buyer or Seller, as the case may be, may have at law, in equity or under this PO in any United States court of competent jurisdiction. Pending resolution of any dispute, Seller shall proceed diligently with the performance of work, including the delivery of Items in accordance with Buyer's direction. Upon resolution of any such dispute, this PO shall be equitably adjusted, if necessary, to reflect such resolution.

25. Severability of Provisions

Any provision of this PO that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, and shall be unenforceable in that jurisdiction without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

26. Contractual Commitments

The parties agree that there shall be no adjustment in the price, time for performance or any other provision of this PO unless Buyer's authorized representative shall have issued a written order directing a change hereto.

27. Changes

- (a) Buyer's Authorized Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this PO in any one i(adrawectneede assties of ii(amei(wiosed shippectie foackect; (iii(aplamance inspecibiti of) Tj 0 Tc -0.336 Tw ( ) Tj 0 -1

- (c) Except as may otherwise be expressly provided in this PO, if any change under paragraph (a) above causes an increase or decrease in the cost or performance of any part of this PO, whether or not directed by such change, Buyer shall make an equitable adjustment in the PO price, and the PO shall be modified accordingly in writing.
- (d) Such equitable adjustment, if any, shall be calculated in a manner similar to that used to originally price the PO and shall be for the net increase or decrease in the cost for the changed portion only. In no event shall Seller reprice any portion of the Items unaffected by the change. Seller must assert its right to an adjustment under this clause within thirty (30) days from the date of the change to which such adjustment is attributable.
- (e) Seller agrees that its failure to submit such claim or claims within the applicable time period shall constitute a waiver thereof unless, for good cause, Seller requests in writing, prior to expiration of the applicable time period that a time extension for filing its claim or claims be granted by Buyer and Buyer grants such extension. Any such extensions, if approved, shall be effective only if authorized in writing by Buyer's authorized procurement representative. Prior to final settlement of any timely filed claim or claims, Seller may submit revisions to such claims or claims provided that such revisions do not introduce different areas of costs or claim elements.
- (f) Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this PO as changed.

## 28. Notification of Changes

- (a) Only Buyer's Authorized Representative may direct or redirect Seller's effort hereunder. In the event, however, Seller considers any conduct including any action, inaction, written or oral communication by Buyer or Buyer's customer to constitute a change to this PO, other than a written change

order issued by Buyer's Authorized Representative, Seller shall notify Buyer as soon as possible but in no event later than fifteen (15) days from the date Seller identifies the conduct considered to constitute a change to this PO. On the basis of the most accurate information available to Seller, the notice shall state: (1) the date, nature and circumstances of the conduct regarded as a change; (2) the name, function, and activity of each Buyer employee, customer employee and Seller employee involved in or knowledgeable about such conduct; (3) the identification of any documents and the substance of any oral communication involved in such conduct; (4) the particular elements of contract

performance which Seller considers to be affected by the conduct, including an estimate of any cost or schedule impact; (5) Seller's estimate of the time by which Buyer must respond to Seller's notice to minimize cost, delay or disruption of performance.

- (b) Seller shall take no action in reliance on the conduct considered to constitute a change unless and until Buyer's Authorized Representative issues a written change order covering the conduct in question.

29. Change and Follow-On Proposals

Circumstances may arise during the course of performance under this PO where Buyer may request Seller to submit to Buyer technical and cost proposals relating to (1) anticipated changes or modifications to this PO prior to the implementation of the change or modification under the Changes clause of this PO, or (2) potential follow-on POs for the Items furnished hereunder. In such cases, Seller agrees to furnish to Buyer a technical and/or cost proposal as requested within thirty (30) days of the request. Seller agrees to furnish current information to Buyer in sufficient detail for Buyer to determine price reasonableness and cost realism. Information furnished by Seller shall be submitted in the manner and in the detail specified in the pricing instructions included in Buyer's request for proposal.

30. Reserved.

31. Offset/Countertrade Cooperation

Buyer is currently involved in a number of foreign offset/countertrade arrangements in various foreign countries in connection with the sale of Buyer's products to foreign countries. All offset or countertrade credit value resulting from this PO shall accrue solely to the benefit of Buyer for its use on the offset/countertrade program of Buyer's choice. Seller agrees to cooperate with Buyer in the fulfillment of such foreign offset/countertrade obligations which Buyer may have undertaken or may undertake in the future. In the event Seller solicits bids, procures or offers to procure any goods or services relating to the work to be performed under this PO, Buyer shall be entitled, to the exclusion of all others, to all offset credits or other similar benefits which may result from such activity. In addition, Seller agrees to provide to Buyer, at no additional cost, a report every six months during the performance of this PO summarizing by country Seller's lower tier proposal and procurement activity related to this PO.

32. Notification of Debarment/Suspension Status

Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon

receipt of a notice of proposed debarment from any agency, during the performance of this PO.

33. Incorporation of Certifications and Representations

All certifications and representations provided by Seller to Buyer in connection with this PO and the solicitation to which this PO relates are incorporated herein by reference. Seller acknowledges that Buyer has relied on such certifications and representations in making the award of this PO.

34. Lower-Tier Subcontracts

- (a) Notwithstanding any other provision of this PO, Seller shall not procure any of the completed or substantially completed Items described herein from any other party, by subcontract or otherwise, without the prior written consent of Buyer.
- (b) In the event Seller contemplates making an award to a lower-tier subcontractor which is a foreign concern, or a domestic concern where any defense articles or technical data may be disclosed to foreign nationals, Seller shall ensure that all necessary U.S. export licenses are obtained prior to the transfer of any defense articles or technical data or other information to the prospective lower-







52.203-7      **ANTI**

contract exceeds \$550000 and is not otherwise exempt from the requirement to provide cost or pricing data.

52.215-13      **Subcontractor Cost or Pricing Data – Modifications (Oct 1997) -**  
Applies if this contract exceeds \$550,000 and modifications under this contract are not otherwise exempt from the requirement to provide cost or pricing data.

52.215-14      **Integrity of Unit Prices (Oct 1997) -** Applies if this contract exceeds \$100,000. Paragraph (b) is deleted.

- 52.219-8            **Utilization of Small Business Concerns 1999) (Oct 2000).**
- 52.219-9            **Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Jan 2002)** - Applies if this PO exceeds \$500,000, unless Seller is a small business concern. Contracting Officer” means “Buyer” in the first sentence of paragraph (c).
- 52.222-21           **Prohibition of Segregated Facilities (FEB 1999)**
- 52.222-26           **Equal Opportunity (FEB 1999).**
- 52.222-35           **Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans (DEC 2001)** - Applies if this PO exceeds \$25,000.
- 52.222-36           **Affirmative Action for Workers with Disabilities (JUN 1998)** - Applies if this PO exceeds \$10,000.

contract shall not be made unless or until the Contracting Officer makes



"Government" means "Government or Lockheed Martin," and "Contracting Officer" means "Lockheed Martin."

- 52.242-13      **Bankruptcy (Jul 1995)** - "Contracting Officer" and "Government" mean "Lockheed Martin."
- 52.242-15      **Stop Work Order (AUG 1989)** - "Government" and "Contracting Officer" mean "Buyer."
- 52.244-6      **Subcontracts for Commercial Items (Dec 2004)**
- 52.245-2      **Government Property (Fixed-Price Contracts) (May 2004)** - "Contracting Officer" means "Buyer;" "Government" means "Buyer" except (1) in the terms "Government-furnished property" and "Government property;" (2) the second time it appears in Paragraph (b)(l)(ii); (3) in Paragraph (c)(1). In paragraph (f), and in paragraph (j) and subparagraph (j) (1), "Government" means "Buyer/Government." The fourth sentence of paragraph (h) is changed to read: "Neither the Government nor Buyer shall be liable..." The following is added as paragraph (m): "Seller agrees to provide Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of Seller's property control system."
- 52.245-17      **Special Tooling (APR 1984)** - "Contracting Officer" means "Buyer," "Government" means "Buyer or the Government" except in paragraph (c) where it means "Buyer." The time period set forth in paragraph (i) is changed to 180 days.
- 52.245-18      **Special Test Equipment (FEB 1993)** - "Contracting Officer" means "Buyer," and "Government" means "Buyer or Government" except in the third sentence of paragraph (c) where it means "Buyer." The time period set forth in paragraphs (b) and (c) is changed to sixty (60) days.
- 52.246-2      **Inspection of Supplies – Fixed Price (Aug 1996)**  
"Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin."  
"Contracting Officer" means "Lockheed Martin."
- 52.246-4      **Inspection of Services- Fixed Price (August 1996)**  
"Government" means "Lockheed Martin and the Government" except in paragraphs (e) and (f) where it means "Lockheed Martin."
- 52.247-63      **Preference for U.S. Flag Air Carriers (Jun 2003).** Paragraph (e)

expressly requires this clause to be included in all subcontracts which may involve international air transportation.

- 52.248-1 **Value Engineering (Feb 2000)** - Applies if this contract exceeds \$100,000. "Contracting Officer" means "Lockheed Martin," "contracting office" means "US Government contracting office," "Government" means "Lockheed Martin" except in subparagraph (c)(5) and paragraph (m) where it means "Lockheed Martin and the Government." Also, "Government" does not mean "Lockheed Martin" in the phrase "Government costs."
- 52.249-2 **Termination for Convenience (Fixed-Price) (SEP 1996)** - "Government" and "Contracting Officer" mean "Buyer" except in paragraph (m) where "Government" means "Buyer and the Government" and "Contracting Officer" means "Buyer and the Contracting Officer." In paragraph (d) the reference to "one year" is changed to "six months," and in paragraph (k) the reference to "90 days" is changed to "forty-five (45) days." Paragraph (i) is deleted.
- 52.249-8 **Default (APR 1984)** - "Government" and "Contracting Officer" mean "Buyer" except in paragraph (c) where "Government" means "Government."

**Part II. DFARS Clauses**

<u>Citation</u>	<u>Clause Name</u>	<u>Date</u>
252.203-7001	<b>Prohibition on Persons Convicted of Fraud or other Defense Contract-Related Felonies</b>	<b>(Dec 2004)</b>
	- Applies if this contract exceeds \$100,000. The terms "contract" "contractor" and "subcontract" are not modified in paragraphs (a) through (d). Paragraph (g) is deleted.	
252.204-7000	<b>Disclosure of Information</b>	<b>(Dec 1991).</b>
	Paragraph (c) expressly requires this clause, or a similar clause to be included in all subcontracts.	
252.208-7000	<b>Intent to Furnish Precious Metals as Government Furnished Material.</b>	
	Paragraph (d) expressly required the clause be included in all solicitations for subcontracts unless it is known that the item being purchased does not contain precious metals.	
252.211-7000	<b>Acquisition Streamlining</b>	<b>(Dec 1991)</b>
	- Applies if this contract exceeds \$1,000,000. "Government" means "Lockheed Martin."	

252.211-7003 **ITEM IDENTIFICATION AND**



- 252.225-7009 **Duty-Free Entry -- Qualifying Country End Products and Supplies (AUG 2000)** - Applies if this PO is for supplies.
- 252.225-7010 **Duty-Free Entry - Additional Provisions (AUG 2000)**
- 252.225-7012 **Preference for Certain Domestic Commodities (APR 2002)**
- 252.225-7013 **Duty – Free Entry (Jan 2005).** Paragraph (g) expressly requires that the clause be included in all subcontracts for: (i) Qualifying country components; or (ii) Non-qualifying country components for which the Contractor estimates that duty will exceed \$200 per unit.
- 252.225-7014 **Preference for Domestic Specialty Metals (Apr 2003) Alternate I (Apr 2003)** - Applies if the Supplies furnished under this PO contain specialty metals.
- 252.225-7016 **Restriction on Acquisition of Ball and Roller Bearings (DEC 2000)**  
Does not apply if this PO is for a commercial item. If the PO is for other than a commercial item, applies if the supplies contain ball or roller bearings. "Contracting Officer" means "Lockheed Martin or Contracting Officer."
- 252.225-7022 **Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber.** While flowdown is not required by the clause, it cannot be complied with without including the clause in subcontracts that involve use of the materials covered by this clause.
- 252.225-7027 **Limitation on Sales Commissions and Fees (MAR 1998)** - The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b) (1) is completed with "any Government." Subparagraph (b) (2) is deleted.
- 252.225-7028 **Exclusionary Policies and Practices of Foreign Governments (DEC 1991).**
- 252.225-7030 **Restriction on Acquisition of Carbon, Alloy, & Armor Steel Plate (Oct 1992).** While flowdown is not expressly required by the clause, it should be included in subcontracts for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable item under the prime contract.
- 252.225-7033 **Waiver of United Kingdom Levies (Apr 2003)** - Applies if this PO

exceeds \$1,000,000 and Seller is a United Kingdom firm.

- 252.225-7043 **Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (Jun 1998)** - Applies if this contract involves travel or performance outside the United States.
- 252.226-7001 **Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)** - Communications between the Contracting Officer and Seller shall be made through Buyer. Buyer shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Buyer.
- 252.227-7013 **Rights in Technical Data -- Noncommercial Items (Nov 1995)** - "Government" means "Lockheed Martin and the Government"
- 252.227-7014 **Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)** – "Government" means "Lockheed Martin and the Government"
- 252.227-7015 **Technical Data - Commercial Items (NOV 1995)** - Applies to all commercial Items furnished under this PO.
- 252.227-7016 **Rights in Bid or Proposal Information (Jun 1995)** - "Government" means "Lockheed Martin and the Government."
- 252.227-7019 **Validation of Asserted Restrictions -- Computer Software (Jun 1995)** - "Government" means "Lockheed Martin and the Government." "Contracting Officer" means "Lockheed Martin" or "Contracting Officer."
- 252.227-7025 **Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Jun 1995)** - In paragraph (c) (1) "Government" means "Lockheed Martin and Government."
- 252.227-7025 **Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (Jun 1995)** - In paragraph (c) (1) "Government" means "Lockheed Martin and Government."
- 252.227-7026 **Deferred Delivery of Technical Data or Computer Software (Apr 1988)** - Applicable if this contract includes a requirement for deferred delivery data. "Government" means "Lockheed Martin."



commercial items that meet the definition of paragraph (b)(2) of the clause. "Contracting Officer" means "Buyer."  
252.249-7002 **Notification of Anticipated Contract Termination or Reduction (Dec 1996)** - Applies if this contract equals or exceeds \$500,000. "Contracting Officer" means "Lockheed Martin." Subparagraphs (d) (1) and the first 5 words of subparagraph (d) (2) are deleted.

### **Part III. AFFAR Supplement Clauses**

5352.242-9000 **CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)**  
Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

### **Part IV. AFFAR Supplement Clauses**

5352.247-9006 **MARKING OF WARRANTED ITEMS (AFMC) (JUL 1997)**

#### **40. Barred Software**

Seller, unless it has obtained Buyer's prior written consent, which Buyer may withhold in Buyer's sole discretion, shall not provide Buyer with software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, (2) software licensed under the General Public License ("GPL") or Lesser/Library GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL-Compatible, Free Software License" (hereinafter referred to as the "Barred Licenses") or (3) software provided under a license that (a) subjects the provided software to any of the Barred Licenses, or (b) requires the provided software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates Buyer to sell, loan, distribute, disclose or otherwise make available or accessible to any third party(ies) (i) the provided software or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the provided software, or any portion thereof, in object code or source code formats.

Seller, at its own expense, shall defend Buyer, Buyer's employees, and/or Buyer's customers against any and all claims, suits and other actions relating to the use of provided software, however arising, including without limitation those arising from claims of violation of Barred License provisions or claims of infringement of any patent,

trademark, copyright or trade secret right relating to the use of any Barred License in Items furnished by Seller.