LOCKHEED MARTIN CORPORATION

CORPDOC SLP

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SOFTWARE LICENSE PROVISIONS

These Software Licensing Provisions (hereinafter "Licensing Provisions") shall apply to Software acquired by LMC (hereinafter "Licensee") from Supplier (hereinafter "Licensor") when this document is incorporated into an Ordering Document issued by Licensee or executed by the parties.

RECITALS

WHEREAS, LICENSOR represents that it has developed certain software programs and is desirous of licensing its use to LICENSEE; and

WHEREAS, LICENSOR may incorporate in said program(s) information which LICENSOR considers to be of a proprietary nature; and

WHEREAS, LICENSEE is desirous of using said software program(s), subject to the restrictions and limitations set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows.

1. **DEFINITIONS**

   (a) "Divested Entity" means an affiliate, business unit, division, or organization that Lockheed Martin has sold, transferred or otherwise divested, in whole or in part, all or substantially all of its interest, to another entity.

   (b) "Documentation" means the explanatory materials such as installation or operating instructions, owner or user manuals, diagnostics, prompts, etc. necessary or desirable to assist the user to understand, use, or operate the Software.

   (c) "Object Code" means a series of instructions in machine executable form, which cause a computer to perform its functions or to perform specific tasks in a pre-assigned order.

   (d) "Order Document" means the instrument(s) of contracting, such as "PO", "Purchase Order", "Release", "Contract", "Subcontract", "Task Order", or other such type designation, into which these Software License Provisions are incorporated.

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3. **TERMINATION OF THE LICENSE**

   (a) In the event that LICENSEE or LICENSOR fail to perform any material provision of these Licensing Provisions, and if such default is not cured within thirty (30) days after LICENSEE or LICENSOR gives the other party written notice thereof, the party not in default may terminate these Licensing Provisions upon thirty (30) days written notification to the defaulting party.

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(b) If the notice of default alleges that LICENSEE has breached the clause entitled Use and Protection of Software, LICENSEE sh

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