

This Software License Agreement (hereinafter "Agreement") shall apply to Software acquired by Lockheed Martin Corporation (hereinafter "LICENSEE") from Seller (hereinafter "LICENSOR") when this document is incorporated into an Ordering Document issued by Licensee or executed by the parties.

- (a) "Derivative Works" means software programs that incorporate any part of the Software delivered hereunder. Derivative Works include, but are not limited to, revisions, modifications, enhancements, translations or adaptations of the Software.
- (b) "Divested Entity" means an affiliate, business unit, division, or organization that Licensee has sold, transferred or otherwise divested, in whole or in part, all or substantially all of its interest, to another entity.
- (c) "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.
- (d) "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. in Software includes, but is not

e Code, including modifications, enhancements, updates and

nan readable form from which Object Code may be generated.

nis Agreement shall be governed by the laws of the State of

laws and economic sanctions laws and regulations, including



- (a) Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE a fully paid-up, worldwide, nonexclusive perpetual license to:
- (i) use the Software and have it used on LICENSEE'S behalf
- (ii) reproduce, distribute, modify, enhance and create Derivative Works of the Software and combine the Software with, or merge the Software into, other programs. Those portions of such enhancements or Derivative Works developed by LICENSEE shall be owned by LICENSEE; and
- (iii) perform security testing of the Software, including reverse engineering or decompiling the Software, solely for the purpose of





(d) Acceptance of different license terms and conditions, electronic or otherwise, by any person who is not an authorized



(c) As used herein, "FLOSS" means 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, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered Software to any FLOSS License, or (b) requires the delivered Software to be licensed for the purpose of making Derivative Works or be redistributable at no charge, or (c) obligates LICENSEE to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the