(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation LOCKHEED MARTIN's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies LOCKHEED MARTIN may have at law, equity or under other provisions of this Contract.

(h) SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.

(i) SELLER shall comply with DEFSTAN 05-135 Issue 1. In the event of any incompatibility or conflict the provisions of DEFSTAN 05-135 shall prevail over paragraphs (b) to (h) of this clause.

9. CUSTOMS/ IMPORT MATTERS

(a) Upon LOCKHEED MARTIN's request, SELLER shall provide or procure certificates of origin, declarations required to clear goods through United Kingdom, European Union (EU), U.S. and other applicable country Customs offices, affidavits, proof of importation, and other signed customs forms as requested by LOCKHEED MARTIN to obtain preferential duty rate, to recover import duties related to, and/or as otherwise required to obtain import and custom clearance for the Work.

(b) SELLER shall assign duty drawback rights to the goods furnished hereunder in order for LOCKHEED MARTIN to seek recovery of duty drawback. Such duty drawback rights shall include rights obtained from lower-tier suppliers related to the Work.

(c) SELLER shall maintain and make available to LOCKHEED MARTIN all records supporting any certificates of origin, declarations, the valuation of the Work for import purposes, and/or affidavits provided to LOCKHEED MARTIN as support for LOCKHEED MARTIN's claims for clearance and for duty free or preferential duty rate or duty drawback for five years after the date on which the aforementioned document(s) were provided.

10. DATA PROTECTION

(a) Both parties shall comply with their obligations under the United Kingdom General Data Protection Regulation (UKGDPR) and the Data Protection Act 2018 to the extent that they receive any Personal Data from the other party during the course of or in relation to the performance of the Contract. Both parties agree that any Personal Data so received will only be used for and in relation to the performance of this Contract or for continuing business relations between the parties.

(b) In the event one of the purposes of the Work performed by SELLER involves the Processing of Personal Data then the

11. DEFAULT
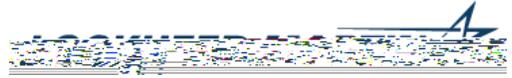
(a) In the event that SELLER: (1) becomes bankrupt or insolvent, makes an arrangement with its creditors, has a receiver appointed over any of its assets or commences to be wound-up (not being a member's voluntary winding up for the purpose of amalgamation or reconstruction); or (2) fails to perform or observe any of the terms of this Contract and fails to remedy the same within ten (10) days after receipt of notice from LOCKHEED MARTIN requiring the same to be remedied; or (3) there is a change in control of SELLER which in the reasonable opinion of LOCKHEED MARTIN adversely affects its position, rights or interests, then LOCKHEED MARTIN may by written notice to SELLER forthwith terminate this Contract or any specified part thereof..

(b) Upon termination, and with respect to that part of this Contract terminated: (1) no further sums shall become due to SELLER save in respect to Work delivered and accepted prior to termination, payment for which shall be postponed at LOCKHEED MARTIN's election, until such time as LOCKHEED MARTIN's claims against SELLER under this Contract shall have been finally established and quantified, and (2) LOCKHEED MARTIN shall be entitled to procure from any alternative source the supply of Work in replacement of Work not delivered prior to the termination. Any additional costs incurred by LOCKHEED MARTIN in finding and arranging such alternative source shall be sums due and owing by SELLER to LOCKHEED MARTIN.

(c) The provisions of this clause shall be without prejudice to any other remedy LOCKHEED MARTIN may have under this Contract or any applicable law.

12. DEFINITIONS

(a) The following terms shall have the meanings set forth below:]TJETQ EMC /P AMCID 5J1(agai)15(n)3(st)-4(SEL)8(L)-3(ER)-3(u]

regarding the item, technical data or service. SELLER represents that an official authorised to bind the SELLER has determined that the SELLER or the designer, manufacturer, supplier or other source of the items or services has properly determined their export classification.

(c) Where SELLER is a signatory under a LOCKHEED MARTIN Export Authorisation, SELLER shall provide prompt notification to the LOCKHEED MARTIN Procurement Representative in the event of (i) changed circumstances including, but not

(6) SELLER shall include the terms of this paragraph (f) in all lower tier subcontracts issued under which technical data is provided to a lower tier subcontractor.

23. INFORMATION OF SELLER

(a) SELLER shall provide LOCKHEED MARTIN with all information and documentation as may be reasonably required for LOCKHEED MARTIN to receive the benefit of the Contract.

(b) Where computer software is a deliverable of the Work or is otherwise embedded in the Work, SELLER shall provide

claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

country government authorities. SELLER agrees to make fair and reasonable representations to the pertinent Offset authority to help LOCKHEED MARTIN secure the award of said credits.

30. PACKING AND SHIPMENT

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the LOCKHEED MARTIN Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.

(c) Unless otherwise specified, delivery shall be Delivered at Place (INCOTERMS 2020 DAP) to the destination identified in this Contract.

31. PAYMENTS, TAXES, AND DUTIES

(a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) LOCKHEED MARTIN's receipt of SELLER's proper invoice; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work at the final destination.

(b) Each payment made shall be subject to reduction to the extent of amounts which are found by LOCKHEED MARTIN or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify LOCKHEED MARTIN of any such overpayments and remit the amount of the overpayment except as otherwise directed by LOCKHEED MARTIN.

(c) LOCKHEED MARTIN shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Contract or any other contract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing LOCKHEED MARTIN's payment or electronic funds transfer.

(e) The prices stated in the Contract shall be in pounds Sterling and firm i.e., not subject to variation for any reason whatsoever and include all royalties, licences and taxes (other than United Kingdom Value Added Tax and Customs Duty)

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Face of the Purchase Order and/or Task Order, release document, or schedule, (including any continuation sheets), as applicable, including any special terms and conditions; (2) this CorpDoc; and (3) the Statement of Work.

## 34. QUALITY MANAGEMENT SYSTEM AND PLANS

(a) SELLER shall provide a plan and maintain a quality management system to an industry recognised quality standard and in compliance with any other specific quality requirements identified in this Contract. As a minimum this should meet the requirements of ISO 9001:2015.

38. SEVERABILITY
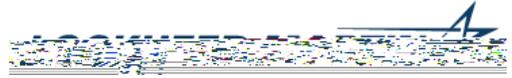
Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

39. STOP WORK

(a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from LOCKHEED MARTIN, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, LOCKHEED MARTIN shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principlen

42. TIMELY PERFORMANCE
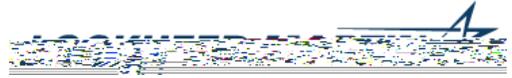
(a) SELLER's timely performance is a critical element of this Contract.

(b) Unless advance shipment has been authorized in writing by LOCKHEED MARTIN, LOCKHEED MARTIN may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

(c) SELLER shall provide LOCKHEED MARTIN status of performance of this Contract when requested. In addition, if SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify LOCKHEED MARTIN, in writing, giving pertinent details. These notifications shall not change any delivery schedule.

(d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by LOCKHEED MARTIN.

43. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS)/ HARMFUL CODE

(a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).

(b) SELLER shall disclose to LOCKHEED MARTIN in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain LOCKHEED MARTIN's prior written consent before using or delivering such FLOSS in connection with this Contract. LOCKHEED MARTIN may withhold such consent in its sole discretion. SELLER warrants all FLOSS used or delivered in connection with this Contract complies with any applicable FLOSS License.

(c) SELLER represents and warrants that any code provided in the Work shall not contain any Harmful Code. SELLER shall have written procedures designed to prevent any code provided in the Work from being contaminated by Harmful Code, and will, upon request, make such procedures available to LOCKHEED MARTIN for review. SELLER shall notify LOCKHEED MARTIN immediately of any suspected or known contamination, remove any Harmful Code, and restore the code to meet contract specifications.

(d) As used herein,

(1) "FLOSS Licence" means the General Public Licence ("GPL"), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache licence, the Berkeley Software Distribution ("BSD") licence, the MIT licence, the Artistic Licence (e.g., PERL), the Mozilla Public Licence(MPL), or variations thereof, including without limitation licences referred to as "Free Software Licence", "Open Source Licence", "Public Licence", or "GPL Compatible Licence."

(2) "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (i) open source, publicly available, or "free" software, library or documentation, or (ii) software that is licenced under a FLOSS Licence, or (iii) software provided under a licence that (A) subjects the delivered software to any FLOSS Licence, or (B) requires the delivered software to be licenced for the purpose of making derivative works or be redistributable at no charge, or (C) obligates LOCKHEED MARTIN to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (a) the delivered software, or any portion thereof, in object
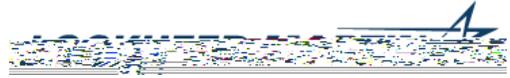
materials on Premises without LOCKHEED MARTIN's written permission or as permitted by law; and (viii) follow instruction from LOCKHEED MARTIN in the event of an actual or imminent safety or environmental hazard on Premises.

(c) All persons, property, and vehicles entering or leaving Premises are subject to search.

(d) SELLER shall promptly notify LOCKHEED MARTIN and provide a report of any accidents or security incidents involving loss of or misuse or damage to LOCKHEED MARTIN, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.

(e) SELLER'S personnel, including SELLER's subcontractors, shall comply with all LOCKHEED MARTIN security, safety, rules of conduct, badging and personal identity, and related requirements while on LOCKHEED MARTIN Premises. Prior to entry on Premises, SELLER shall coordinate with LOCKHEED MARTIN to gain access. SELLER shall provide information reasonably required by LOCKHEED MARTIN to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

(f) SELLER shall ensure that SELLER personnel: (i) do not remove LOCKHEED MARTIN, customer, or third party assets from Premises without LOCKHEED MARTIN authorisation; (ii) use LOCKHEED MARTIN, customer, or third party assets only for purposes of this Contract; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorised by LOCKHEED MARTIN; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. LOCKHEED MARTIN may periodically audit SELLER's data residing on LOCKHEED MARTIN, customer, or third party assets on Premises.

(g) LOCKHEED MARTIN may, at its sole discretion, have SELLER remove any specified employee of SELLER from Premises and require that such employee not be reassigned to any Premises under this Contract.

(h) Violation of this clause may result in termination of this Contract in addition to any other remedy available to LOCKHEED MARTIN at law or in equity. SELLER shall reimburse LOCKHEED MARTIN, customer, or third party for any unauthorised use of LOCKHEED MARTIN, customer, or third party assets.

(i) SELLER shall advise the LOCKHEED MARTIN Procurement Representative of any unauthorised direction or course of conduct.

(j) SELLER shall immediately report to LOCKHEED MARTIN all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide LOCKHEED MARTIN with a copy of any reports of such incidents SELLER makes to governmental authorities.

2. "Contract" means this contract.
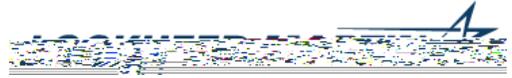
DEFCON 127 Price Fixing Condition For Contracts Of Lesser Value (Edn 08/21) (Applies if the contract exceeds £250,000 and the Contract is awarded by other than competitive tender. "Authority" means "LOCKHEED MARTIN" except in paragraph 5 where it means "Authority and LOCKHEED MARTIN.")

DEFCON 129 Packaging (For Articles Other than Munitions) (Edn 02/22) (Applicable if SELLER will make direct shipments to the Authority.)

DEFCON 513 Value Added Tax (Edn 04/22)

DEFCON 516 Equality (Edn 04/12)

DEFCON 520 Corrupt Gifts And Payments Of Commission (Edn 10/23) (In paragraph 4 delete "DEFCON 614" and replace with "the clause entitled "Default" of the Contract.")

DEFCON 528 Import and Export Licenses (Edn 10/23)

DEFCON 531 Disclosure of Information (Edn 09/21) (Applies unless the parties have entered into a separate Non-Disclosure Agreement.)

DEFCON 550 Child Labour and Employment Law (Edn 02/14)

DEFCON 566 Change of Control of Contractor (Edn 10/20)

DEFCON 595 General Purpose Automatic Test Equipment Data Requirements (Edn 03/19) (Applies if SELLER generates test data specified in the Annex to this DEFCON.)

DEFCON 601 Redundant Material (Edn 04/14) (Applies if redundant material, will be provided to SELLER under the Contract.) "Authority" means "LOCKHEED MARTIN" except in paragraph 1 where it means "Authority or LOCKHEED MARTIN.")

DEFCON 607 Radio Transmissions (Edn 05/08) (Applies if SELLER will be required to make radio transmissions in connection with testing and developing electronic equip
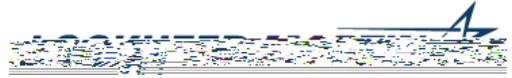
DEFCON 637 Defect Investigation and Liability (Edn 05/17) ("Authority" and "IPT Project Manager/Equipment Support Manager" means LOCKHEED MARTIN.)

DEFCON 643 Price Fixing (Edn 12/21

DEFCON 694 Accounting For Property Of The Authority (Edn 07/21

(a) For Research and Technology Contracts.

DEFCON 703 Intellectual Property Rights – Vesting in the Authority (Edn 06/21) (Apples to fully funded Contracts where the UK Ministry of Defence requires ownership of the rights in the results to be vested in the Secretary of State for Defence.)

DEFCON 705 Intellectual Property Rights – Research and Technology (Edn 06/21) (Applies if SELLER will be performing fully funded Research and Technology Work under the Contract.)

(b) For Contracts for the design and development of, or the provision of post-design services in relation to, equipment and/or software.

DEFCON 14 Inventions And Designs – Crown Rights And Ownership Of Patents and Registered Designs (Edn 11/22) (Applies if this Contract is for research, design or development.)

DEFCON 14A Collaboration - Ownership of Patents And Registered Designs (Edn 06/21) (Applies if this Contract is for research, design or development work.)

DEFCON 15 Design Rights and Rights to Use Design Information (Edn 06/21)

DEFCON 16 Repair And Maintenance Information (Edn 06/21) (Applies if this Contract requires SELLER to provide operating manuals, repair and maintenance manuals or other standard repair and maintenance documentation.)

DEFCON 21 Retention of Records (Edn 06/21). (Applies to all Contracts that include DEFCON 15, DEFCON