



SOFTWARE LICENSE PROVISIONS

1	Definitions	7	Assignment and Transfer
2	Grant of License	8	Maintenance and Support
3	Termination of License	9	Transfer to Customer
4	Use and Protection of Software	10	Pre-Packaged Software License/Support Agreement
5	Patent, Copyright and Trade Secret Infringement	11	Prohibited Software
6	Warranty		

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.
- (e) “Software” means the software programs, which are provided by LICENSOR and set forth in an Order Document(s) issued by LICENSEE, or executed by the parties, for the acquisition of licenses. Software includes, but is not limited to, software programs, media and Documentation provided in machine executable or human readable form, including modifications, enhancements, updates and translations thereto.
- (f) “Source Code” means a series of machine instructions in human readable form from which Object Code may be generated.

2. GRANT OF LICENSE

(a) LICENSOR hereby grants to LICENSEE a fully paid-up, nonexclusive perpetual license to use and have used on its behalf, the Software subject to the terms and conditions of these Licensing Provisions.

(b) LICENSEE shall have the further right to modify the Software and related information and/or combine same with, or merge same into, other programs and program materials to form enhancements or derivative works. Those portions of such enhancements or derivative works developed by LICENSEE shall be owned by LICENSEE.

(c) LICENSEE shall have the right to make copies of the Software equal to the number of licenses granted.

(d) LICENSEE shall have the right to make additional copies of the Software and Documentation to be used only for purposes of backup, archival storage, test, disaster recovery, development, training, and for other non-production purposes. All such copies shall bear any proprietary notice, which may appear on the Software copy furnished by LICENSOR.

(e) LICENSEE shall have the right to move the Software to a machine owned, leased, controlled, or operated by LICENSEE. LICENSOR acknowledges that during the move the Software may run temporarily on both machines.

(f) Except as otherwise provided in these Licensing Provisions, LICENSEE acknowledges that it is acquiring a license only and nothing contained in this license grant shall be construed as granting LICENSEE ownership of the Software.

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

(b) If LICENSEE's use of the Software is held to constitute infringement or is enjoined, LICENSOR shall at its option and expense (a) procure for LICENSEE the right to continue using the Software, or (b) replace or modify the same with Software that is non-infringing and provides equivalent functionality acceptable to the LICENSEE.

(c) LICENSOR's obligation to indemnify LICENSEE under this Article shall not apply if the alleged infringement is based upon LICENSEE's unauthorized modification of the Software or the use of the Software in combination with other Software or devices, where such combination caused the infringement and where infringement would not have occurred from LICENSEE'S use of the Software alone.

6. **WARRANTY**

(a) LICENSOR warrants that the Software and any maintenance and support provided will not infringe or otherwise violate the intellectual property rights of any third party.

(b) LICENSOR warrants that the Software will conform to LICENSOR's published specifications. In the event of defects in the Software LICENSOR shall correct such defects so that the Software conforms to the LICENSOR's published specifications, and if unable to correct such defects LICENSOR shall refund the license fees paid.

(c) LICENSOR warrants that it has the right to grant the license under these Licensing Provisions and that there are no limiting or disabling mechanisms in the Software, which prevent or restrict LICENSEE's use of the Software in accordance with these Licensing Provisions.

7. **ASSIGNMENT AND TRANSFER**

(a) LICENSEE may assign and transfer all or certain of its licenses, and associated rights and responsibilities under these Licensing Provisions:

- (i) To any subsidiary, joint venture or affiliate of LICENSEE;
- (ii) To the third party resulting from the merger, reorganization or sale of all or substantially all of LICENSEE's assets or stock;
- (iii) To a Divested Entity in accordance with Article 4.2.2;
- (iv) To a customer of LICENSEE in accordance with Article 9;
- (v) To a third-party providing outsourcing services to LICE

