



LOCKHEED MARTIN CORPORATION

CORPDOC 2INT

GENERAL PROVISIONS FOR INTERNATIONAL SUBCONTRACTS/PURCHASE ORDERS FOR COMMERCIAL ITEMS
UNDER A U.S. GOVERNMENT PRIME CONTRACT (ALL AGENCIES)

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

(a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.

(b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.

(c) Unless expressly accepted in writing by LOCKHEED MARTIN, additional or differing terms or conditions proposed by SELLER included in SELLER's acknowledgment are objected to by LOCKHEED MARTIN and have no effect.

(d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

2. APPLICABLE LAWS

(a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State in which this Contract is issued by LOCKHEED MARTIN, without regard to its conflicts of laws provisions, except that any provision in this Contract that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR) or: (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government. The provisions of the United Nations Convention on Contracts for International Sale of Goods shall not apply to this Contract.

(b) SELLER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, representations, rules, regulations, and ordinances of the United States and the country where SELLER will be performing the Contract. SELLER shall procure all licenses/permits and pay all fees, and other required charges, and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. SELLER, at its expense, shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the perform



(2) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraph (1) above, LOCKHEED MARTIN may make a reduction of corresponding amounts (in whole or in part) in the price of this Contract or any other contract with SELLER and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded. In the case of withholding(s), LOCKHEED MARTIN may withhold the same amount from SELLER under this Contract.

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established in the EEA who uses a chemical substance in the course of his industrial or professional activities; ~~the definition~~ include the manufacturer, importer, distributor ~~or consumer~~], and in any case, SELLER shall provide all information necessary for LOCKHEED MARTIN and/or any downstream user to timely and accurately fulfill their obligations under REACH, CLP, and BPR.

(3) SELLER shall bear all costs, charges and ~~expenses~~ related to ~~the~~ registration, registration, evaluation, authorization, reporting, and approval under REACH, CLP, and BPR.

3. ASSIGNMENT

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless ~~prior~~ ~~written~~ ~~notice~~ by LOCKHEED MARTIN.

4. CHANGES

(a) The LOCKHEED MARTIN Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of



(b) In carrying out its responsibilities under this Contract –

(1) SELLER represents that it has not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist LOCKHEED MARTIN or SELLER in obtaining or retaining business or directing business to any person.

(2) SELLER shall notify LOCKHEED MARTIN if it becomes aware that any owner, partner, officer, director or employee of SELLER or any parent or subsidiary company of SELLER is or becomes an official or employee of the government, an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Contract.

(3) SELLER has not made and will not make, either directly or indirectly, any improper payments.

(4) SELLER has not made and will not make any facilitating payment (as that term is defined in the FCPA).

(5) SELLER shall promptly disclose to LOCKHEED MARTIN together with all pertinent facts any violation, or alleged violation of this clause in connection with the performance of this Contract.



(d) SELLER shall continue all Work not terminated or cancelled.

10. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type of designation including these General Provisions, all referenced documents, exhibits and attachments. These terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.

(b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.

(c) "Government" means the Government of the United States of America or any department or agency thereof.

(d) "LOCKHEED MARTIN" means LOCKHEED MARTIN CORPORATION, acting through its companies or business units as identified on the face of this Contract. If a subsidiary or affiliate of LOCKHEED MARTIN CORPORATION is identified on the face of this Contract then "LOCKHEED MARTIN" means that subsidiary or affiliate.

(e) "LOCKHEED MARTIN Procurement Representative" means a person authorized by LOCKHEED MARTIN's cognizant procurement organization to administer and/or execute this Contract.

(f) "SELLER" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.

(g) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

11. DISPUTES

(a) All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity exclusively in a United States Court of competent jurisdiction located in the State from which this Contract is made. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation direct or indirectly arising out of under or in connection with this Contract.

(b) Until final resolution of any dispute, SELLER shall diligently proceed with the performance of this Contract as directed by LOCKHEED MARTIN.

12. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract or acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

13. EXCUSABLE DELAY

(a) SELLER shall be excused from, and shall not be liable for, failure of performance to the extent due to causes beyond SELLER control and without SELLER's fault or negligence, including, but not limited to, acts of God or public enemy, acts of Government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, unusually severe weather, and delays of common carriers.



(b) In order to be excused from performance under (a) SELLER shall submit, within ~~ten (10)~~ ^{ten (10)} days of the start of the event causing delay, a written notice stating a complete and detailed description of such event, the date of commencement, ~~an~~ ^{an} estimate of the probable period of delay, and explanation indicating how such event was beyond the control of SELLER and not due to its negligence or fault and what efforts SELLER will make to minimize the length of delay. SELLER shall submit within ~~ten (10)~~ ^{ten (10)} days of the end of the event a written notice stating the impact to the schedule and evidence justifying the length of the delay.

(c) If the delay extends for thirty (30) days or more this Contract may be terminated by LOCKHEED MARTIN without ~~an~~ ^{an} additional cost and without liability to SELLER.

14. EXPORT CONTROL

(a) SELLER shall comply with applicable U.S. and ~~non~~ ^{non} U.S. sanctions and export control laws, rules and regulations, specifically including but not limited to, the International Traffic in Arms Regulation ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Regulations ("EAR"), 15 C.F.R. ~~7304~~ ⁷³⁰⁴, the Foreign Assets Control Regulations, 31 C.F.R. ~~5980~~ ⁵⁹⁸⁰ and EU controls on exports of dual use items and technology implemented pursuant to Council Regulation (EC) No. 428/2009 (collectively, "Trade Control Laws"). Without limiting the foregoing, SELLER shall not transfer any export controlled item or data, including transfers to dual/third country nationals employed by or associated with, or under contract to SELLER or SELLER's lower tier suppliers, unless authorized in advance.

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- (2) ITAR Controlled technical data shall not be disclosed to any other person except to subcontractors within the same country; and
- (3) Any rights in ITAR Controlled technical data may not be acquired by any foreign person; and
- (4) SELLER, including lower tier subcontractors, shall return, or at LOCKHEED MARTIN's direction, destroy all ITAR Controlled



15. EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. ~~ES&A~~ shall be liable for handling charges and return shipment costs for any excess quantities.

16. FURNISHED PROPERTY

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before the date of publication of the official government notice that imposes additional duties or charges (i.e., the "antidumping duty order"); and (2) exported before the date of publication of the final determination of the Department of Commerce concluding the investigation phase of the antidumping proceeding. The purpose of this provision is to comply with U.S. regulation 19 C.F.R. § 351.402(f) (2013). LOCKHEED MARTIN may terminate the agreement without liability to SELLER if additional duties or other charges are imposed on the goods produced or exported by SELLER.

(c) Unless this Contract expressly states that LOCKHEED MARTIN is designated as the importer of record, SELLER agrees that:

(1) LOCKHEED MARTIN
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(b) SELLER shall provide LOCKHEED MARTIN thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall have its' insurers name LOCKHEED MARTIN as an additional insured on the CGL and AL policies for the duration of this Contract. If requested, SELLER shall provide a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of LOCKHEED MARTIN and is not contributory with any insurance which LOCKHEED MARTIN may carry. "Subcontractors" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

25. INTELLECTUAL PROPERTY

(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. SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assignees and customers from and against all losses, costs, claims, causes of action, damages, liabilities and expenses.



32. PRECEDENCE



diem rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations for the area of travel authorized under this Contract. Air travel shall be reimbursed for coach class travel. Lodging expenses are reimbursable only where incurred from establishments serving the general public.

(c) SELLER shall provide a detailed summary of all such costs by category of expense with each invoice. SELLER shall provide a receipt for each claimed individual expense exceeding \$75.00.



party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.

(e) SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its customers and suppliers from and against any claims, damages, losses, costs and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or the delivery of FLOSS. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties for the use of FLOSS in connection with this Contract or for the delivery of FLOSS under this Contract.

45. WAIVERS, APPROVALS, AND REMEDIES

(a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

(b) LOCKHEED MARTIN's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

(c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

46. WARRANTY

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. The warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming Work is identified within the warranty period, SELLER, at LOCKHEED MARTIN's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and reperformance of Work shall be at SELLER's expense. If repair, or replacement, or reperformance of Work is not timely, LOCKHEED MARTIN may elect to return, reperform, repair, replace, or reprocur the non



(d) SELLER shall promptly notify LOCKHEED MARTIN and provide a report of any 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)(1) 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.

(2) SELLER personnel requiring unescorted access to Premises shall, prior to entry, be screened by SELLER at no charge to LOCKHEED MARTIN through the LOCKHEED MARTIN Contractor Screen Program, or otherwise screened by SELLER satisfactory to LOCKHEED MARTIN.

(f) SELLER shall ensure that SELLER personnel: (i) do not remove LOCKHEED MARTIN, customer, or third party assets from Premises without LOCKHEED MARTIN authorization; (ii) use LOCKHEED MARTIN, customer, or third party assets only for purposes of this Contract; (iii) only connect with, interact with or use com/t proad5b onk