



LOCKHEED MARTIN CORPORATION

CORPDOC 4T&M

**GENERAL PROVISIONS FOR TIME AND MATERIAL AND LABOR-HOUR SUBCONTRACTS/PURCHASE ORDERS
FOR NON-COMMERCIAL ITEMS UNDER A U.S. GOVERNMENT PRIME CONTRACT (ALL AGENCIES)**

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

2. APPLICABLE LAWS

(i) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

12. EXTRAS

13. FURNISHED PROPERTY

14. GRATUITIES/KICKBACKS

15. INDEMNITY

SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

16. INDEPENDENT CONTRACTOR RELATIONSHIP

20. 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. Except to the extent that the U.S. Government assumes liability therefor, SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's

25. PLACE OF PERFORMANCE

26. PRECEDENCE

27. PRIORITY RATING

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30. RETENTION OF RECORDS

31. SELLER BUSINESS SYSTEMS

35. TRAVEL COSTS

36. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS)

