

LOCKHEED MARTIN CORPORATION

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SOFTWARE LICENSE AGREEMENT

1. APPLICABILITY

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.

2. DEFINITIONS

(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.

(e) "Ordering Document" means the instrument(s) of contracting, such as "PO", "Purchase Order", "Release", "Contract", "Subcontract", "Task Order", or other such type designation, into which this Agreement is incorporated.

(f) "Software" means the deliverables provided by LICENSOR and set forth in an Ordering Document(s). Software includes, but is not limited to, software programs provided as Object Code or Source Code, including modifications, enhancements, updates and translations thereto; and any associated media and Documentation.

(g) "Source Code" means a series of machine instructions in human readable form from which Object Code may be generated.

3. APPLICABLE LAWS

(a) This Agreement and any matter arising out of or related to this Agreement shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws provisions.

the Software, as marked by LICENSOR, to the United States Government directly or through a higher tier contractor. LICENSOR must properly mark the Software in accordance with the appropriate and applicable United States government agency regulations.

(v) To a third party providing outsourcing services to LICENSEE which shall have the right to use the Software for the benefit of LICENSEE;

(vi) To a third party to provide outsourcing services to LICENSEE'S customer in lieu of LICENSEE providing such service;

(b) Transfer and assignment under any of the above is subject to the assignee/transferee assuming all obligations under this Agreement.

6. MAINTENANCE AND SUPPORT

(a) LICENSOR will provide, at no additional cost to LICENSEE, maintenance support for first twelve months following initial installation of Software.

(b) Beginning one year after initial installation, LICENSOR shall offer optional maintenance support for the Software. If LICENSEE elects to have LICENSOR provide this maintenance support, the parties shall negotiate the cost for such maintenance.

(c) For purposes of this Agreement, maintenance and support is defined as the provision of new releases, corrections, patches, enhancements, upgrades, updates, and improvements to the Software and related Documentation. Maintenance shall also include reasonable assistance and consultation to assist LICENSEE in resolving problems with the use of the Software, including the verification, diagnosis and correction of errors and defects in the Software.

(d) In performing maintenance and support to LICENSEE, the LICENSOR, its employees, independent contractors and agents may have access to information and proprietary data of LICENSEE. LICENSOR shall comply with any applicable

(b) If LICENSEE's use of the Software is held to constitute infringement or is enjoined, LICENSOR shall at its option and expense (i) procure for LICENSEE the right to continue using the Software, or (ii) 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.

8. PRE-PACKAGED SOFTWARE LICENSE/SUPPORT AGREEMENTS

(a) This Agreement is in lieu of and supersedes any subsequent software license agreements, or other terms and conditions, which may be delivered with the Software; and/or any additional terms and conditions subsequently presented by LICENSOR and accepted by a user through any electronic method.

(b) Additional or different license terms or c.be.(g)3.296.67 Tmr(r)11.m [(4)ta1.03 Tf 1 0 0 i-2.5(e)-315(t7.4(m)-5(a)11.1(y)-

12. 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 this Agreement and that