

LOCKHEED MARTIN - CANADA

CORPDOC 41 (CA)

SUBCONTRACTS/PURCHASE ORDERS IN SUPPORT OF GOVERNMENT OF CANADA PRIME CONTRACTS

SECTION I: STANDARD PROVISIONS

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 or included in SELLER's acknowledgment are rejected 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) Regardless of its place of negotiation, execution or performance, this Contract shall be governed by and construed in accordance with the law of the Province of Ontario, Canada, without regard to its conflict of law provisions.
- (b) SELLER, in the performance of this Contract, shall comply with all applicable local, provincial, and federal laws, orders, rules, regulations, and ordinances including, without limitation, all health, safety, labour, environmental, antibribery, export/import, security and data privacy laws, and shall require compliance therewith by all of Seller's lower tier suppliers and subcontractors. SELLER shall procure all licenses/ permits/ consents, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, provincial, 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, provincial, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLERs obligations under this Contract.
- (c) The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Contract.



3. ASSIGNMENT

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written consent is given by LOCKHEED MARTIN. Nevertheless, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if LOCKHEED MARTIN is promptly furnished a signed copy of such assignment reasonably in advance



(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELER 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, SELER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation LOCKHED 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



- (b) "LOCKHEED MARTIN" means LOCKHEED MARTIN CANADA, INC., acting through its companies or business units, as identified on the face of this Contract. If a subsidiary or affiliate of LOCKHEED MARTIN CANADA, INC. is identified on the face of this Contract, then "LOCKHEED MARTIN" means that subsidiary or affiliate.
- (c) "LOCKHEED MARTIN Procurement Representative" means a person authorized by LOCKHEED MARTIN's cognizant procurement organization to administer and/or execute this Contract.
- (d) "SELLER" means the party identified on the face of this Contract with whom LOCKHEED MARTIN is contracting.
- (e) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

12. 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. With the exception of motions or actions for injunctive relief, the SELLER agrees to submit to the exclusive jurisdiction of the Province of Ontario, in any action brought by the parties concerning the Contract or the performance thereunder.
- (b) Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a



Products Act or, for Work originating the in the United States, the United States Occupational Safety and Health Act (OSHA), and agrees to comply with any special requirements of LOCKHEED MARTIN as may be noted in this Contract.

- (c) If the Work or any portion thereof is to be shipped to or performed in the United States:
- (1) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to LOCKHEED MARTIN hereunder is on the list of chemical substances compiled and published by the Administrator of the



export control list) and shall notify the LOCKHEED MARTIN Procurement Representative in writing of any changes to the



(g) To the extent that the SELLER shall have access to security, export or control goods information the SELLER shall hold







- (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 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 in a manner 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 computer resources, networks, programs, tools or routines authorized 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



SACC 2030 23 (2008-05-12) CONFIDENTIALITY (Subsection 5 is deleted.)

SACC 2030 24 (2008-05-12) USE AND TRANSLATION OF WRITTEN MATERIAL (Applies if Seller's written material is delivered to Canada through Lockheed Martin's prime contract.)

SACC 2030 25 (2008-05-12) GOVERNMENT PROPERTY ("Contracting Authority" means "Lockheed Martin or the Contracting Authority.")

SACC 2030 30 (2014-09-25) SUSPENSION OF THE WORK ("Contracting Authority" means "Lockheed Martin.")

SACC 2030 31 (2014-09-25) DEFAULT BY THE CONTRACTOR "Contracting Authority" and "Canada" means "Lockheed Martin."

SACC 2030 32 (2020-05-28) TERMINATION FOR CONVENIENCE ("Contracting Authority" and "Canada" means "Lockheed Martin.")

SACC 2030 33 (2014-09-25) ACCOUNTS AND AUDIT ("Canada" means "Lockheed Martin." In subsection 4, "the Basis of Payment provision in the Articles of Agreement" means the pricing provisions of this Contract.")

SACC 2030 36 (2008-05-12) CONFLICT OF INTEREST AND VALUES AND ETHICS CODES FOR THE PUBLIC SERVICE

SACC 2030 37 (2008-05-12) NO BRIBE

SACC 2030 41 (2008-12-12) CONTINGENCY FEES

SACC 2030 42 (2021-12-02) INTERNATIONAL SANCTIONS (In subsections 2 and 3, "the Government of Canada" and

