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LOCKHEED MARTIN CORPORATION
CORPDOC 3
GENERAL PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS FOR NON-COMMERCIAL
PRODUCTS 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 or 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 to091'i3(s oC(an)4(ce,)6t.)]mas 481.f this Conor fe11 Do Q
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(2) Where submission of cost or pricing data is required or requested at any time prior to or during performance of this
Contract, if SELLER or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii)
with notice of applicable cutoff dates and upon LOCKHEED MARTIN's request to provide cost or pricing data, submit cost
or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such
data are defective as of the applicable cutoff date on LOCKHEED MARTIN's Certificate of Current Cost or Pricing Data; (iii)
claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any
description that is inaccurate; or, if (v) the U.S. Government alleges any of the foregoing; and, as a result, (A) LOCKHEED
MARTIN's contract price or fee is reduced; (B) LOCKHEED MARTIN's costs are determined to be unallowable; (C) any
fines, penalties, withholdings, or interest are assessed on LOCKHEED MARTIN; or (D) LOCKHEED MARTIN incurs any
other costs or damages; LOCKHEED MARTIN may proceed as provided for in (3) below.
(3) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraphs (1) and (2)
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.
(d) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to
LOCKHEED MARTIN hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances
inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b))
as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory
Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017). SELLER shall make available to
LOCKHEED MARTIN all Safety Data Sheets for any material provided to LOCKHEED MARTIN, or brought or delivered to
LOCKHEED MARTIN or its customer's premises in the performance of this Contract, as required by applicable law such as
the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.
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(e) Work delivered by SELLER under this Contract may be incorporated into deliverable goods for use (i)

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(2) SELLER shall timely respond to any request from LOCKHEED MARTIN with all relevant information on the Work so
that the intents of all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP,
and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person
established in the EEA using substances in the course of that person's industrial or professional activities; the definition
does not 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 all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and
BPR.
(3) SELLER shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization,
reporting, and approval under all applicable chemical substance laws and/or regulations including but not limited to
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present or future claims of LOCKHEED MARTIN against SELLER. LOCKHEED MARTIN shall have the right to make
settlements and/or adjustments in price without notice to any assignee financing institution.
4. CHANGE IN CONTROL OF SELLER
Prior to a potential change in control of SELLER and at least ninety (90) days prior to the proposed effectiveness of such
change in control, SELLER will promptly notify LOCKHEED MARTIN in writing thereof, and provide the identity of the
potential new controlling party and information on such party and the transaction as LOCKHEED MARTIN may request,
consistent with applicable law and confidentiality restrictions.
5. COMMUNICATION WITH LOCKHEED MARTIN CUSTOMER
SELLER shall not communicate with LOCKHEED MARTIN͛s customer or higher tier customer in connection with this
Contract, except as expressly permitted by LOCKHEED MARTIN. This clause does not prohibit SELLER from
communicating with the U.S. Government with respect to (1) matters SELLER is required by law or regulation to
communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law
enforcement representative of a Federal department or agency authorized to receive such information, (3) any matter
for which this Contract, including a FAR or FAR Supplement clause included in this Contract, provides for direct
communication by SELLER to the Government, or (4) any material matter pertaining to payment or utilization.
6. CONTRACT DIRECTION
(a) Only the LOCKHEED MARTIN Procurement Representative has authority on behalf of LOCKHEED MARTIN to make
changes to this Contract. All amendments must be identified as such in writing and executed by the parties.
(b) LOCKHEED MARTIN engineering and technical personnel may from time to time render assistance or give technical
advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. No such
action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for
equitable adjustment.
(c) Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the
LOCKHEED MARTIN Procurement Representative.
7. COUNTERFEIT WORK
(a) The following definitions apply to this clause:
"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations
that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part
from the original manufacturer, or a source with the express written authority of the original manufacturer or current
design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used
Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance
characteristics.

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"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or
testing) provides reasonable doubt that the Work part is authentic.
(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to LOCKHEED MARTIN under this Contract.
(c) SELLER shall only purchase products to be delivered or incorporated as Work to LOCKHEED MARTIN directly from the
Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM
authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii)

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(c) SELLER shall not export, re-export͕ transfer͕ disclose or otherwise provide or make accessible LOCKHEED MARTIN͛s
technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or
entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual
national employees, lower-tier subcontractors and sub-licensees, or modify or divert such Export Controlled Information
to any military application unless SELLER receives advance, written authorization from LOCKHEED MARTIN and
verification of any required export authorization is in place. SELLER shall not provide a defense service as defined by the
Trade Control Laws using any or all of LOCKHEED MARTIN͛s technical data andͬor hardware͘ Upon LOCKHEED MARTIN͛s
request͕ SELLER shall demonstrate to LOCKHEED MARTINΖs reasonable satisfaction͕ SELLER͛s and SELLER͛s lower-tier
subcontractors͛ compliance with this clause and all Trade Control Laws͘ To the extent SELLER͛s Work provided under this
Contract include packing, labeling, processing, and/or handling exports for LOCKHEED MARTIN, SELLER shall maintain an
auditable process that assures accurate packing, labeling, processing, and handling of such exports. SELLER shall also
promptly notify LOCKHEED MARTIN if it becomes aware of any failure by SELLER or SELLER͛s lower-tier subcontractors to
comply with this clause and shall cooperate with LOCKHEED MARTIN in any investigation of such failure to comply.
(d)(1) SELLER hereby represents that neither SELLER nor any parent, subsidiary, affiliate, employee, or sublicensee or
lower tier supplier of SELLER (i) are located within an ITAR §126.1 listed country, (ii) nor included on any of the restricted
party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S.
Treasury Department͛s Office of Foreign Assets Control ;ΗOFACΗͿ͕ Denied Parties List͕ Unverified List or Entity List
maintained by the U͘S͘ Commerce Department͛s Bureau of Industry and Security ("BIS"), the List of Statutorily Debarred
Parties maintained by the U͘S͘ State Department͛s Directorate of Defense Trade Controls or the consolidated list of asset
freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party
Lists͘͟
(2) SELLER further represents that it shall immediately notify the LOCKHEED MARTIN Procurement Representative if
SELLER͛s status changes with respect to any of the foregoing͘
(e) In the event of an anticipated change in control of SELLER involving a non-U.S. person or entity, SELLER shall provide

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MARTIN to prepare and submit any required export license applications. Delays on SELLER's part to submit the relevant
information for export authorizations shall not constitute an excusable delay under this Contract.
(h) Upon completion of performance of this Contract, SELLER and its lower-tier subcontractors shall as directed by
LOCKHEED MARTIN, return or destroy all export controlled technical data, technology, hardware or other items. SELLER
shall provide a certificate of destruction for all destroyed items.
(i) SELLER shall include paragraphs (a) through (g) and this paragraph (i) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as Work to LOCKHEED MARTIN. SELLER
shall immediately notify LOCKHEED MARTIN upon learning that any lower-tier subcontractor with which it engages has
become listed on the Restricted Parties List.
(j) 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, directors, employees, consultants, agents, affiliates, successors, permitted assigns, suppliers, or
subcontractors at any tier, in the performance of any of its obligations under this clause.
12. EXTRAS
Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges
and return shipment costs for any excess quantities.
13. FURNISHED PROPERTY
(a) LOCKHEED MARTIN may, by written authorization, provide to SELLER property owned by either LOCKHEED MARTIN
or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.
(b) Title to Furnished Property shall remain in LOCKHEED MARTIN or its customer. SELLER shall clearly mark (if not so
marked) all Furnished Property to show its ownership.
(c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify LOCKHEED MARTIN of,
any loss or damage to Furnished Property. Without additional charge, SELLER shall manage, maintain, and preserve
Furnished Property in accordance with applicable law, the requirements of this Contract and good commercial practice.
(d) At LOCKHEED MARTIN's request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable
form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by
LOCKHEED MARTIN.

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Contract requirements include that SELLER personnel have access to information provided by or on behalf of LOCKHEED
MARTIN to SELLER that is subject to additional security access requirements (e.g., classified information, special access,
etc.) then SELLER agrees that its personnel shall undergo additional background screening conducted by or on behalf of
LOCKHEED MARTIN Security, if needed. Additionally, SELLER shall furnish LOCKHEED MARTIN Security with all data as
LOCKHEED MARTIN may reasonably require is necessary to obtain or verify clearance for the personnel to be able to
access such information.
(e) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a
proprietary information agreement between the parties.
(f) DFARS 252.204-7012 applies to covered defense information if said clause is included in this Contract.
19. INFORMATION OF SELLER
(a) SELLER shall provide LOCKHEED MARTIN with all information and documentation as may be reasonably required for
LOCKHEED MARTIN to receive the benefit of the Contract. Where computer software is delivered as the Work or is

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SELLER's subcontractors at any tier. SELLER's obligations herein for procuring and maintaining insurance coverage are

freest anding and are not affected by any other language in this Co ntract.

21. INT ELLECT UAL PROPERTY

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39. WAIVERS, APPROVALS, AND REMEDIES