

This Software License Agreement (hereinafter "Agreement") shall apply to Software acquired by Lockheed Martin Corporation (hereinafter "LICENSEE") from Seller (hereinafter "LICENSOR") when this docum

(a) Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE a fully paid-up, worldwide, nonexclusive perpetual license to:

(i) use the Software and have it used on LICENSEE'S behalf

(ii) reproduce, distribute, modify, enhance and create Derivative Works of the Software and combine the Software with, or merge the Software into, other programs. Those portions of such enhancements or Derivative Works developed by LICENSEE shall be owned by LICENSEE; and

(iii) perform security testing of the Software, including reverse engineering or decompiling the Software, solely for the purpose of good faith testing for security flaws or vulnerabilities of the Software.

(b) LICENSEE shall have the right to make additional copies of the Software and Documentation to be used only for purposes of backup, archival storage, test, disaster recovery, development, training, and for other non-production purposes. All such copies shall bear any proprietary notice, which may appear on the Software copy furnished by LICENSOR.

(c) LICENSEE shall have the right to move the Software to a machine owned, leased, controlled, or operated by LICENSEE. LICENSOR acknowledges that during the move the Software may run temporarily on both machines.

(d) Except as otherwise provided in this Agreement, LICENSEE acknowledges that it is acquiring a license only and nothing contained in this license grant shall be construed as granting LICENSEE ownership of the Software.

(a) LICENSEE may assign and transfer at no additional cost all or certain of its licenses and Software, and associated rights and responsibilities under this Agreement:

(i) To 75.4m(such)3()9(co)-(p)3(i)13(es)-(s)11(h)3(all)4(bear any)-2(p)3(r)12(o)-5(14m062)-2(p)3(r)17.320.21 Tm0 g0 G(rig)(h)

(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.

(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 confidentiality agreement in place between LICENSEE and LICENSOR, but if no confidentiality agreement exists, LICENSOR shall take reasonable steps to protect and safeguard LICENSEE'S information and proprietary data from disclosure to third parties, and to use such information and proprietary data only in the performance of its obligations hereunder.

(e) If LICENSOR abandons, elects not to maintain or support the Software, LICENSOR will provide to LICENSEE one complete copy of the then current Documentation and Source Code corresponding to the Software.

