

ion to the warranty terms stated in the applicable CorpDoc, if the Work delivered under this PO is, or is

any such amendment to this Contract causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

The following DEFCON clauses apply to this Contract:

Applies in any subcontract where hazardous material may be delivered and shall otherwise be deemed self-deleting and impose no obligation on SELLER. Change Clause 1 to read as follows: "The SELLER shall provide information about any hazardous materials or substances to be supplied under the Contract to LOCKHEED MARTIN."

Applies if Contractor will be accessing U.K. Government facilities.

Communications

between SELLER and the Authority under this clause shall be made through LOCKHEED MARTIN.

Applies to the extent that any DEFCON included in this contract contains any of the defined terms. The provisions of this clause are in addition to any definitions included elsewhere in this contract. The following is added after "instrument" at the end of Clause 3: "in effect at Contract award." The following definitions are incorporated:

(a) As a signatory to the Montreal Protocol on Substances that deplete the Ozone Layer, Her Majesty's Government is committed to the reduction of the production and consumption of those Substances controlled under the Protocol. SELLER shall supply a list specifying:

- (1) All substances listed at paragraph (b) below contained in the items (including packaging thereof, whether or not specified in this PO,
- (2) The quantity of each of the substances at paragraph (b) below contained in these items;
- (3) Where in the items (including packaging) the substances listed at paragraph (b) below are contained; or
- (4) Any designs to be procured under the PO, which would include any of the controlled substances.
- (5) Or confirm that the items do not contain any of the controlled substances.

HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	
Carbon Tetrachloride (CCl <sub>4</sub> ) - production has stopped			
1,1,1-Trichloroethane (C <sub>2</sub> H <sub>3</sub> Cl <sub>3</sub> ) - No production after 1 <sup>st</sup> December 1995			
Methyl Bromide (CH <sub>3</sub> Br) - Production limits apply			

(a) For the purpose of estimating the costs of production of the Items to be furnished under the prime contract, and prior to issuance of a firm fixed price Contract to SELLER, SELLER shall, at all times before prices for those articles have been finally fixed, afford such facilities as LOCKHEED MARTIN or the Authority may reasonably require for their representatives to visit SELLER's premises and examine any or all of the processes involved in, and the plans for, the manufacture of the Items to be furnished under this PO.

(b) In this Article, the expression "the prime contract" means the contract between LOCKHEED MARTIN and the Authority in connection with which, or for the purposes of which, this PO has been made.

SELLER hereby agrees to indemnify the Authority against any claim, action or proceeding arising relating to use or infringement or alleged use or infringement (whether by manufacture, use, sale or otherwise) of any patent, registered design, copyright, or other intellectual property arising in or out of the performance of the Contract or the supply or provision of Work to the Authority or the use by the Authority of any article, drawing, document or other information or service provided under the Prime Contract, and SELLER undertakes to be responsible for dealing with and settling, at his own expense, any such claim, action or proceeding. SELLER shall keep the Authority fully informed of the progress of any such claim, action or proceeding and shall not conclude any settlement thereof without first advising the Authority of the terms proposed. The Authority reserves the right to intervene or assume responsibility at any time for the conduct of any such action or proceeding or consequent settlement. In such event, the Authority will bear any additional cost that arises beyond that which should have been reasonably incurred by SELLER in such action, proceeding or settlement. The Authority's remedy and SELLER'S obligation and liability therefore under this section I are expressly conditioned upon the Hercules IPT furnishing within 30 days of receipt written notice to SELLER of any actual or threatened claims or suits against the Authority alleging such infringement.

(a) This section J shall apply to all copyright, including software and design right works generated under the Contract, or delivered to the Authority under the provisions of the Prime Contract.

(b) For the purpose of this section J, "copy" in relation to "design right" shall be interpreted as in the Copyright, Designs and Patents Act 1988 at Section 226 (2).

(c) SELLER shall use all reasonable endeavors to ensure that copyright and design right in any work generated under the Contract. 7(pt)9.7(hi)-29.7(s)-67.6 unde nf



with paragraph K(e) above (whether by the Authority or any person whomsoever) an