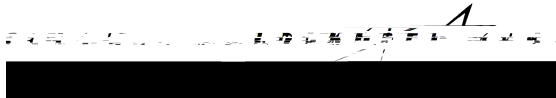


"Suspect Counterfeit Work" means Work for which credible evidence (including but not limited to visual inspection or testing) provides reasonable doubt that the Work is authentic.

(b) SBIER shall not deliver Counterfeit Work or Suspect Counterfeit Work to LOCKHEED MARTIN under this Contract.



(b) 'FAR' means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48 Code of Federal Regulations



(e) The Government Property Clause contained in this Contract shall apply in lieu of paragraphs (a) through (d) above with respect to Government-furnished property, or other property to which the Government has title, or may take title under this Contract.

14 GRATUITIES/KICKBACKS

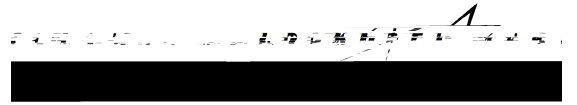
(a) SHIER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a LOCKHEED MARTIN supplier:

(b) By accepting this Contract, SHIER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

15 IMPORT OF RECORD

(This clause applies only if this Contract involves importation of Work into the United States.)

(a) SHIER understands that the Work may be, either now or in the future, subject to one or more trade remedy proceedings (e.g. anti-dumping, countervailing duty, safeguard) in the United States, which may result in the imposition



(c) Prior to commencement of Work, SBIER shall have a written agreement with each of its employees performing services hereunder sufficient to enable SBIER to comply with this Clause

(d) LOCKHEEDMARTIN INFORMATION provided to SBIER remains the property of LOCKHEEDMARTIN. Within thirty (30) days of the expiration or termination of this Contract or upon the request of LOCKHEEDMARTIN, SBIER shall return or certify the destruction of all LOCKHEEDMARTIN INFORMATION and any reproductions, and SBIER shall

SEIR shall provide a "Certificate of Insurance" evidencing SEIR's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of ICK-HDMARIN and is not contributory with any insurance which ICK-HDMARIN may carry. "Subcontractor" as used in this clause shall include SEIR's subcontractors at any tier. SEIR's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

21. INTELLECTUAL PROPERTY

(a) SEIR warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, SEIR shall defend, indemnify, and hold harmless ICK-HDMARIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers firm and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

(b) SEIR's obligations under paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to ICK-HDMARIN's Prime Contract for infringement of a US patent and ICK-HDMARIN and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.

(c) In addition to the Government's rights in data and inventions, SEIR agrees that ICK-HDMARIN, in the performance of its prime or higher tier contract obligations, shall have an unlimited, irrevocable, paid up, royalty free right to (1) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, transfer computer software to the Government and the Government's end customer; and prepare derivative works, as well as any and all, inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works of authorship conceived, developed, generated or delivered in performance of this Contract, and (2) authorize others to do any, some or all of the foregoing.

(d) Items delivered under this Contract such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to ICK-HDMARIN's customers.

(e) The tangible medium storing copies of all reports, manuals and other materials in written form including machine readable form, prepared by SEIR and furnished to ICK-HDMARIN pursuant to this Contract shall become the sole property of ICK-HDMARIN. Nothing in this paragraph (e) assigns ownership of SEIR's intellectual property included on such medium to ICK-HDMARIN.

(f) No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.



26 PRIORITY RATING

If this Contract contains a DPAS rating this Contract is a "rated order" certified for national defense, emergency preparedness, and energy program use, and SBIR shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 CFR Part 700).

27. QUALITY CONTROL SYSTEM

(a) SBIR shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.

(d) As used herein, 'FOSS' means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FOSS license, or (3) software provided under a license that (a) subjects the delivered software to any FOSS license, or (b) requires the delivered software to be licensed for the purpose of making derivative works or being redistributable at no charge, or (c) obligates LOCKHEEDMARTIN to sell, loan,

