

(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. Neither of the Parties has entered into this Contract in reliance upon any representation, warranty or undertaking of any other party which is not set out or referred to in this Contract and, in the absence of fraud neither party shall be liable to the other for or shall seek to rely upon any such representations. The parties agree that any Non Disclosure Agreement or Proprietary Information Agreement shall not be superseded by this Contract.

(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.

(a) This Contract shall be considered a contract made in England and any matter, contractual or non-contractual arising out of or related to this Contract shall be governed by the laws of England. The provisions of the United Nations Convention on Contracts for International Sale of Goods shall not apply to this Contract.

(b) SELLER, in the performance of this Contract, shall comply at all times with all applicable laws including without limitation common law, statute, regulation, directive, rule, order or delegated legislation of any other requirement of any local state or European Union (EU) body, in relation to the Work. SELLER shall at its own expense procure all licences consents, registrations and permits necessary to perform this Contract and furnish the Work and shall ensure that all such permissions are valid and subsisting and that all conditions (whether express or implied) are at all times complied with. 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, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.







(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER 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, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation LOCKHEED 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 been exchanged. The remedies contained in this paragraph are in addition to any remedies LOCKHEED MARTIN may have at law, equity or under other provisions of this Contract.

(h) SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.



(b) Where the Contract states that this clause 11(b) is to apply, SELLER and LOCKHEED MARTIN irrevocably agree that any dispute, action, proceedings or claim of any nature, contractual or otherwise, arising out of or relating to the Contract shall be finally settled by arbitration in London under the rules of the London Court of International Arbitration.

(c) Nothing in the foregoing paragraph (a) and (b) shall prevent LOCKHEED MARTIN

(1) From seeking injunctive or other emergency relief before the Courts of England when the time to bring a matter before arbitration would likely preclude appropriate remedy or lead to irreparable harm or

(2) From bringing proceedings in any court of competent jurisdiction for the purposes of enforcing a ruling of the English Courts or, as applicable, any finding or award made in arbitration.

(d) Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by LOCKHEED MARTIN.

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

(a) "Environmental and Health and Safety Law" means any and all laws, by-laws, common laws or other laws or legislation made by a competent authority and rules, regulations, ordinances, orders, notices, directives, practices, guidance notes, circulars, and codes issued pursuant to the same and any authoritative judicial or administrative interpretation of each of the foregoing which have as a purpose or effect or which relate to the protection of employees, the public and the environment or responsibility for health and safety including without limitation:

(1) The Directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS) Directive 2011/65/EU (RoHS 2);

(2) The Directive on Waste Electrical and Electronic Equipment (WEEE) 2012/19/EU;

(3) Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH);

(4) Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures;

(5) Any National legislation implementing RoHS, WEEE or REACH;

(6) CE Marking and any related product safety requirements pursuant to any applicable New Approach and Global Approach Directives (and/or UK Conformity Assessed (UKCA) Marking where applicable); and

(7) Section 6 of the Health and Safety at Work etc. Act 1974.





(3) Any other substance for which there are Europe-wide or UK specific workplace exposure limits.

(e) Any declaration made in accordance with paragraph (d) of this clause shall state each substance by name and Chemical Abstracts Service No (or CASN) and the w/w content within the Work (or replacement part) and shall provide safe usage information. The SDS shall be provided in accordance with the requirements for the compilation of SDSs set out in Annex II to REACH.

(f) SELLER shall inform LOCKHEED MARTIN if at any time the Work s chemical composition or the status of the chemicals it contains changes such that an initial or modified declaration is required under paragraph (d) of this clause providing such information update to LOCKHEED MARTIN within 45 calendar days of any such changes. LOCKHEED MARTIN reserves the right to refuse/reject Work that requires a declaration pursuant to paragraph (d) of thi69( )-4( )6( )-4f required unc

Export Control Order 2008 (as amended) and the Retained Dual-Use Regulation





(3) A contracting authority would not be required or permitted to exclude SELLER from participation in a procurement procedure pursuant to Regulation 57(1), 57(3) and 57(4) of the Public Contracts Regulations 2015.

(b) SELLER shall provide immediate written notice to LOCKHEED MARTIN if, at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(a) Information provided by LOCKHEED MARTIN to SELLER remains the property of LOCKHEED MARTIN. SELLER shall comply with the terms of any proprietary information agreement with LOCKHEED MARTIN and comply with all proprietary information markings and restrictive legends applied by LOCKHEED MARTIN to anything provided hereunder to SELLER. SELLER shall not use any LOCKHEED MARTIN provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of LOCKHEED MARTIN. SELLER shall maintain data protection processes and systems sufficient to adequately protect LOCKHEED MARTIN provided information and comply with any law or regulation applicable to such information.

(b) If SELLER becomes aware of any compromise of information used in the performance of this Contract or provided by LOCKHEED MARTIN to SELLER, its officers, employees, agents, suppliers, or subcontractors an Incident, SELLER shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to LOCKHEED MARTIN after learning of the Incident. As used in this clause, compromise means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SELLER shall provide reasonable cooperation to LOCKHEED MARTIN in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SELLER.

(c) Any LOCKHEED MARTIN provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.

(d) SELLER warrants that any data provided in support of this Contract that is identified by LOCKHEED MARTIN as sensitive data shall only be stored on electronic system(s) that have been accredited to the HMG Standard Cyber Essentials Scheme (CES), or alternative certification approved by LOCKHEED MARTIN. Furthermore, SELLER warrants that it will maintain the retention of CES or equivalent certification for the period that said data is retained including any statutory period of records beyond the contract cessation date. SELLER shall identify where the information technology system processing, storing or allowing access to the information covered by this Contract is outsourced (to another organisation or off-shored outside of the United Kingdom. In such cases LOCKHEED MARTIN may request additional information, and impose additional requirements or constraints. SELLER shall inform LOCKHEED MARTIN of any changes to the information technology services that impact this Contract.

(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.





(e) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to LOCKHEED MARTIN pursuant to this Contract shall become the sole property of LOCKHEED MARTIN.

(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.

All reports, correspondence, drawings, notices, marking, and other communications shall be in the English language. The English version of the Contract shall prevail. Unless otherwise provided in writing all documentation and work shall









(c) SELLER represents and warrants that any code provided in the Work shall not contain any Harmful Code. SELLER shall have written procedures designed to prevent any code provided in the Work from being contaminated by Harmful Code, and will, upon request, make such procedures available to LOCKHEED MARTIN for review. SELLER shall notify LOCKHEED MARTIN immediately of any suspected or known contamination, remove any Harmful Code, and restore the code to meet contract specifications.

(d) As used herein,

(1) "FLOSS Licence" means the General Public Licence ("GPL"), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache licence, the Berkeley Software Distribution BSD licence, the MIT licence, the Artistic Licence (e.g., PERL), the Mozilla Public Licence(MPL), or variations thereof, including without limitation licences referred to as "Free Software Licence", "Open Source Licence", "Public Licence", or "GPL Compatible Licence".

(2) "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (i) open source, publicly available, or "free" software, library or documentation, or (ii) software that is licenced under a FLOSS Licence, or (iii) software provided under a licence that (A) subjects the delivered software to any FLOSS Licence, or (B) requires the delivered software to be licenced for the purpose of making derivative works or be redistributable at no charge.



(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 unauthorised use of LOCKHEED MARTIN, customer, or third party assets.

(i) SELLER shall advise the LOCKHEED MARTIN Procurement Representative of any unauthorised direction or course of conduct.

(j) SELLER shall immediately report to LOCKHEED MARTIN all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide LOCKHEED MARTIN with a copy of any reports of such incidents SELLER makes to governmental authorities.

(a) SELLER shall comply with applicable laws and regulations relating to anti-slavery, involuntary servitude, debt bondage, forced labour and/or human trafficking laws, statutes, regulations and codes from time to time in force including, without limitation, the U.K. Modern Slavery Act            Modern Slavery Laws , irrespective of the place of performance. Compliance with the requirements of this clause is a material requirement of this Contract.

(b) In carrying out its responsibilities under this Contract:

(1) SELLER represents that, to SELLER s knowledge, no owner, partner, officer, director or employee of SELLER or any parent, subsidiary or affiliate company of SELLER:

(a) has been convicted of any offence involving Modern Slavery Laws; nor

(b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental agency regarding any offence or alleged offence of, or in connection with Modern Slavery Laws.

(2) If SELLER becomes aware of the occurrence of any offence or alleged offence of Modern Slavery Laws while in the performance of this Contract, SELLER shall report the discovery or suspicion of such slavery or trafficking by it including SELLER s employees and those of any parent, subsidiary or affiliate or its subcontractors to the LOCKHEED MARTIN Procurement Representative. SELLER may also report to the Modern Slavery Helpline which is a mechanism for reporting suspicion, seeking help or advice, and obtaining information about the subject of modern slavery at [https://www.modernslavery\(sib\)5\(\)9\(Ott9 Ou5H\)12\(elp\)3\(li\) k4 L](https://www.modernslavery(sib)5()9(Ott9 Ou5H)12(elp)3(li) k4 L)

- (4) SELLER will comply with any reasonable requests made by LOCKHEED MARTIN for assistance and/or the provision of information or documents as required by LOCKHEED MARTIN to enable LOCKHEED MARTIN s own compliance in accordance with Modern Slavery Laws.
- (5) SELLER shall include this clause or equivalent provisions in lower tier subcontracts under this Contract.
- (6) SELLER shall conduct reasonable due diligence of its lower-tier subcontractors to avoid contracting with subcontractors who are not compliance with Modern Slavery Laws.