

LOCKHEED MARTIN CORPORATION

CORPDOC 2T&M

GENERAL PROVISIONS FOR TIME AND MATERIALS/LABOR HOUR SUBCONTRACTS/PURCHASE ORDERS
FOR COMMERCIAL ITEM SERVICES UNDER A U.S. GOVERNMENT PRIME CONTRACT (ALL AGENCIES)

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

(2) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraph (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.

8. DEFAULT

22. INTELLECTUAL PROPERTY

(f) SELLER 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. SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys fees, 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.

23. NEW MATERIALS

24. OFFSET CREDIT/COOPERATION

25. PACKING AND SHIPMENT

28. PRIORITY RATING

29. QUALITY CONTROL SYSTEM

30. RELEASE OF INFORMATION

31. RETENTION OF RECORDS

34. SURVIVABILITY

35. TERMINATION FOR CONVENIENCE

37. TRAVEL COSTS

38. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS)

