LOCKHEED MARTIN CORPORATION

CORPDOC 100

SOFTWARE LICENSE AGREEMENT

1. APPLICABILITY

This Software License Agreement (hereinafter "Agreement") shall apply to Software acquired by Lockheed Martin Corporation (hereinafter "LICENSEE") from Seller (hereinafter "LICENSOR") when this document is incorporated into an Ordering Document issued by Licensee or executed by the parties.

2. DEFINITIONS

(a) "Derivative Works" means software programs that incorporate any part of the Software delivered hereunder. Derivative Works include, but are not limited to, revisions, modifications, enhancements, translations or adaptations of the Software.

(b) "Divested Entity" means an affiliate, business unit, division, or organization that Licensee has sold, transferred or otherwise divested, in whole or in part, all or substantially all of its interest, to another entity.

(c) "Documentation" means the explanatory materials such as installation or operating instructions, owner or user manuals, diagnostics, prompts, etc. necessary or desirable to assist the user to understand, use, or operate the Software.

(d) "Object Code" means a series of instructions in machine executable form, which cause a computer to perform its functions or to perform specific tasks in a pre-assigned order.

(e) "Ordering Document" means the instrument(s) of contracting, such as "PO", "Purchase Order", "Release", "Contract", "Subcontract", "Task Order", or other such type designation, into which this Agreement is incorporated.

(f) "Software" means the deliverables provided by LICENSOR and set forth in an Ordering Document(s). Software

(b) Transfer and assignment under any of the above is subject to the assignee/transferee assuming all obligations under this Agreement.

6. MAINTENANCE AND SUPPORT

(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 LICo-8(3(n8S)2.34E)-9.7(E)2.43 ins eeovenng rov-12.3(nb)-8.9(

(b) Additional or different license terms or conditions, electronic or otherwise, proposed by LICENSOR or included in LICENSOR'S acknowledgment that are not accepted in writing by LICENSEE are hereby objected to and deemed rejected and shall have no effect unless accepted in writing by an authorized procurement representative of LICENSEE.

(c) This Agreement can only be amended by written amendment by an authorized procurement representative of LICENSEE and an authorized representative of LICENSOR.

(d) Acceptance of different license terms and conditions, electronic or otherwise, by any person who is not an authorized procurement representative of LICENSEE shall not constitute acceptance by LICENSEE hereunder.

(e) Where this Agreement is incorporated into an Ordering Document, LICENSOR'S acknowledgment, acceptance of payment thereof, or shipment or distribution of the software, shall constitute LICENSOR'S acceptance of this Agreement.

9. TERMINATION OF THE LICENSE

(a) In the event that LICENSEE or LICENSOR fail to perform any material provision of this Agreement, and if such default is not cured within thirty (30) days after LICENSEE or LICENSOR gives the other party written notice thereof, the party not in default may terminate this Agreement upon thirty (30) days written notification to the defaulting party.

(b) If the notice of default alleges that LICENSEE has breached the clause entitled Use and Protection of Software, LICENSEE shall use commercially reasonable efforts to cure the default. If LICENSEE is unable to cure the default, and is requested by LICENSOR in writing to destroy or return the Software, LICENSEE shall destroy or return all remaining copies of the Software in LICENSEEm.4(ai)3.1ErTc 0 Tw 45.723 29.349

(b) As used herein, "FLOSS License" means the General Public License ("GPL"), Lesser/Library GPL, (LGPL), the Affero