

# LOCKHEED MARTIN CORPORATION

### CORPDOC3

GENERAL PROVISIONS FOR SUBCONTRACTS' PURCHASE ORDERS FOR NON-COMMERCIAL PRODUCTS UNDER A U.S. GOVERNMENT PRIME CONTRACT (ALL AGENCIES)



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4. CHANGE IN CONTROL OF SELLER

5. COMMUNICATION WITH LOCKHEED MARTIN CUSTOMER



8. DEFINITIONS







(j) SELER shall be responsible for all losses, costs, daims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELER, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

12. EXTRAS

13. FURNISHED PROPERTY



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# 20. INSURANCE



### 21. INTELLECTUAL PROPERTY

(a) 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. Except to the extent that the U.S. Government assumes liability therefor, SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers



22. OFFSET CREDIT/COOPERATION

23. PACKING AND SHIPMENT





33. SEVERABILITY

34. SURVIVABILITY



87. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS)
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(e) SELLER shall defend, indemnify, and hold harmless LOCKHEED MARTIN, its customers and suppliers from and against any daims, damages, losses, costs, and expenses, including



# 39. WAIVERS, APPROVALS, AND REMEDIES