LOCKHEED MARTIN CORPORATION

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RECITALS

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WHEREAS, LICENSOR may incorporate in said program(s) information which LICENSOR considers to be of a proprietary nature; and

WHEREAS, LICENSEE is desirous of using said software program(s), subject to the restrictions and limitations set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows.

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    (b) "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.

    (c) "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.

    (d) "Order Document" means the instrument(s) of contracting, such as "PO", "Purchase Order", "Release", "Contract", "Subcontract", "Task Order", or other such type designation, into which these Software License Provisions are incorporated.

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   (a) LICENSOR warrants that the Software and any maintenance and support provided will not infringe or otherwise violate the intellectual property rights of any third party.

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

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