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 includes, but is not limited to, software programs provided as Object Code or Source Code, including modifications, enhancements, updates and translations thereto; and any associated media and Documentation.

(g) "Source Code" means a series of machine instructions in human readable form from which Object Code may be generated.

3. APPLICABLE LAWS

(a) This Agreement and any matter arising out of or related to this Agreement shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws provisions.

(b) LICENSOR shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, including without limitation the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598.

(c) Upon request by LOCKHEED MARTIN, LICENSOR shall provide evidence of compliance with applicable local, state, and federal laws, orders, rules, regulations, and ordinances (including the place of production or performance of the Work or any part thereof).

4. GRANT OF LICENSE

(a) Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE a fully paid-up, worldwide, nonexclusive perpetual license to:

(i) use the Software and have it used on LICENSEE'S behalf

(ii) reproduce, distribute, modify, enhance and create Derivative Works of the Software and combine the Software with, or merge the Software into, other programs. Those portions of such enhancements or Derivative Works developed by LICENSEE shall be owned by LICENSEE; and

(iii) perform security testing of the Software, including reverse engineering or decompiling the Software, solely for the purpose of good faith testing for security flaws or vulnerabilities of the Software.

(b) LICENSEE shall have the right to make additional copies of the Software and Documentation to be used only for purposes of backup, archival storage, test, disaster recovery, development, training, and for other non-production purposes. All such copies shall bear any proprietary notice, which may appear on the Software copy furnished by LICENSOR.

(c) LICENSEE shall have the right to move the Software to a machine owned, leased, controlled, or operated by LICENSEE. LICENSOR acknowledges that during the move the Software may run temporarily on both machines.

(d) Except as otherwise provided in this Agreement, LICENSEE acknowledges that it is acquiring a license only and nothing contained in this license grant shall be construed as granting LICENSEE ownership of the Software.

5. LICENSEE'S RIGHT OF ASSIGNMENT AND TRANSFER

(a) LICENSEE may assign and transfer at no additional cost all or certain of its licenses and Software, and associated rights and responsibilities under this Agreement:

(i) To any subsidiary, joint venture or affiliate of LICENSEE;

(ii) To the third party resulting from the merger, reorganization or sale of all or substantially all of LICENSEE's assets or stock;

(iii) To a Divested Entity of LICENSEE;

(iv) To its customers subject to any applicable commercial or open source license terms, provisions of the Federal Acquisition Regulation, any agency supplement thereto, or other prime contract flowdown provisions contained or referenced in the order document to which these terms become a part also apply. In addition, LICENSEE may transfer the Software, as marked by LICENSOR, to the United States Government directly or through a higher tier contractor.

LICENSOR must properly mark the Software in accordance with the appropriate and applicable United States government agency regulations.

(v) To a third party providing outsourcing services to LICENSEE which shall have the right to use the Software for the benefit of LICENSEE;

(vi) To a third party to provide outsourcing services to LICENSEE'S customer in lieu of LICENSEE providing such service;

(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 LICENSEE in resolving problems with the use of the Software, including the verification, diagnosis and correction of errors and defects in the Software.

(d) In performing maintenance and support to LICENSEE, the LICENSOR, its employees, independent contractors and agents may have access to information and proprietary data of LICENSEE. LICENSOR shall comply with any applicable confidentiality agreement in place between LICENSEE and LICENSOR, but if no confidentiality agreement exists, LICENSOR shall take reasonable steps to protect and safeguard LICENSEE'S information and proprietary data from disclosure to third parties, and to use such information and proprietary data only in the performance of its obligations hereunder.

(e) If LICENSOR abandons, elects not to maintain or support the Software, LICENSOR will provide to LICENSEE one complete copy of the then current Documentation and Source Code corresponding to the Software.

7. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT

(a) LICENSOR shall defend, indemnify, and hold harmless LICENSEE 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 any work performed or Software provided infringes or otherwise violates the intellectual property rights of any person or entity.

(b) If LICENSEE's use of the Software is held to constitute infringement or is enjoined, LICENSOR shall at its option and expense (i) procure for LICENSEE the right to continue using the Software, or (ii) replace or modify the same with Software that is non-infringing and provides equivalent functionality acceptable to the LICENSEE.

(c) LICENSOR's obligation to indemnify LICENSEE under this Article shall not apply if the alleged infringement is based upon LICENSEE's unauthorized modification of the Software or the use of the Software in combination with other Software or devices, where such combination caused the infringement and where infringement would not have occurred from LICENSEE'S use of the Software alone.

8. PRE-PACKAGED SOFTWARE LICENSE/SUPPORT AGREEMENTS

(a) This Agreement is in lieu of and supersedes any subsequent software license agreements, or other terms and conditions, which may be delivered with the Software; and/or any additional terms and conditions subsequently presented by LICENSOR and accepted by a user through any electronic method.

(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 LICENSEE's possession to LICENSOR.

(c) If any dispute arises between the parties, LICENSOR shall not disable LICENSEE's use of the Software.

10. USE AND PROTECTION OF SOFTWARE

(a) The Software shall be used exclusively by LICENSEE, its authorized employees, subcontractor personnel, and consultants under contract to LICENSEE, working solely for the benefit of LICENSEE.

(b) Notwithstanding the foregoing, LICENSEE may continue to use the software, without incurring any additional license fee, on behalf of a "Divested Entity" as of the effective date following LICENSEE's divestiture of its ownership interest in such Divested Entity; provided that such use shall only be permitted for the period ending on the earlier of (i) three (3) years from the date of such divesture, or (ii) the date on which LICENSEE ceases to process transactions for such

Divested Entity. In the event that the Divested Entity wishes to use the software for its own purposes beyond the period specified in this section, LICENSOR shall negotiate in good faith a license and fees with the Divested Entity.

(c) Except as provided otherwise in this Agreement, LICENSEE shall not, without the express written consent of LICENSOR, provide, disclose, or otherwise make available the Software, or copies thereof, to any third party.

(d) LICENSEE shall take reasonable steps to safeguard the Software marked with Licensor's restricted use legend from disclosure to third parties.

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

(a) LICENSOR shall disclose to LICENSEE in writing any FLOSS that will be used or delivered in connection with this Agreement and shall obtain LICENSEE's prior written consent before using or delivering such FLOSS in connection with this Agreement. LICENSEE may withhold such consent in its sole discretion.

(b) As used herein, "FLOSS License" means the General Public License ("GPL"), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution ("BSD") license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License(MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."

(c) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered Software to any FLOSS License, or (b) requires the delivered Software to be licensed for the purpose of making Derivative Works or be redistributable at no charge, or (c) obligates LICENSEE to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered Software, or any portion thereof, in Object Code and/or Source Code formats, or (ii) any products incorporating the delivered Software, or any portion thereof, in Object Code and/or Source Code formats.

(d) LICENSOR shall defend, indemnify, and hold harmless LICENSEE, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, relating to use or delivery of FLOSS in connection with this Agreement.

12. WARRANTY

(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.

(b) LICENSOR warrants that the Software will conform to LICENSOR's published specifications. In the event of defects in the Software LICENSOR shall correct such defects so that the Software conforms to the LICENSOR's published specifications, and if unable to correct such defects LICENSOR shall refund the license fees paid.

(c) LICENSOR warrants that it has the right to grant the license under this Agreement and that there are no limiting or disabling mechanisms in the Software, which prevent or restrict LICENSEE's use of the Software in accordance with this Agreement.