
PURCHASE ORDER CLAUSES**PACKAGING SPECS**

A list of the packaging specs is located at the following URL under the link titled "Packaging Specifications"
<https://www.lockheedmartin.com/en-us/suppliers/business-area-procurement/space/documentation.html>
Each of the packaging specs listed are hot-linked to a PDF file outlining the requirements.

PT1A NON-CANCELABLE, NON-RETURNABLE

Non-cancelable, non-returnable item(s).

PT1M MILESTONE PAYMENTS T'S AND C'S

Definition. Milestone payments (for milestone events) are billing arrangements which result in periodic payments of portions of the total fixed price of this purchase order to Seller upon the verified accomplishments of the milestone events as shown below.

Requirements for Payment. Payments will be made under this Purchase Order upon submission of invoices by the Seller which are supported by written evidence of completion of milestone events listed below, and approval of these documents by Lockheed Martin. In addition, each invoice must contain a statement that Seller certifies the milestone event being billed has been fully accomplished. The invoice shall be annotated "Milestone Billing" and submitted against this Purchase Order number. The amount of the invoice plus all payments previously approved shall not exceed ninety percent (90%) of the price of this Purchase Order, or ninety percent (90%) of the deliverable line item price if on a delivery item basis. **The final payment shall be at least ten percent (10%) of the price of this Purchase Order, or ten percent (10%) of the deliverable line item price if on a delivery item basis, and will be withheld pending final acceptance of all deliverables and services to the satisfaction of Lockheed Martin.**

Maximum Payment. On completion or termination of this Purchase Order, Lockheed Martin shall deduct from the amount due to the Seller all previous milestone payments. If previous payments to the Seller exceed the amount due, the excess amount shall be paid to Lockheed Martin on demand. For purposes of this clause, the Purchase Order price shall be considered to be the stated Purchase Order price, less any price reductions, plus any price increases resulting from modification of this Purchase Order.

Reports and Access to Records. At Lockheed Martin's option, Seller will allow a mutually agreed upon independent auditor or the Government to have access to reports, certificates, financial statements, and other pertinent information reasonably requested by the auditor for administration of this clause. Also, the Seller shall give the auditor reasonable opportunity to examine and verify the Seller's books, records, accounts and physical inventory. Lockheed Martin shall bear the cost for the independent auditor. Seller shall maintain such records for three (3) years from the date of the Purchase Order completion.

Title. Title to the property described herein shall vest in Lockheed Martin. Vestiture shall be immediately upon the date of the first milestone payment under this Purchase Order, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this Purchase Order. "Property," as used in this clause, includes all items acquired or produced by the Seller under this Purchase Order such as parts, materials, work in process, special tooling and special test equipment, jigs, dies, fixtures, molds, patterns, gauges, test equipment and other similar manufacturing aids, and deliverable drawings and technical data. Although title to property is vested in Lockheed Martin in accordance with this clause, other applicable clauses of this Purchase Order (e.g., the termination clauses) shall determine the handling and disposition of such property. Seller may sell any scrap resulting from production under this Purchase Order, without requesting Lockheed Martin's approval, provided that any significant reduction in the value of the property to which Lockheed Martin has title under this clause is reported in writing to Lockheed Martin. When Seller completes all of the obligations under this Purchase Order, title shall vest in Seller for all property not delivered to, and accepted by, Lockheed Martin under this Purchase Order or incorporated in supplies delivered to, and accepted by, Lockheed Martin under this Purchase Order and to which title is vested in Lockheed Martin under this clause. The terms of this Purchase Order concerning liability for Government-furnished property shall not apply to property to which Lockheed Martin acquired title solely under this clause.

Risk of Loss. Before delivery to and acceptance by Lockheed Martin, Seller shall bear the risk of loss for property, the title to which vests in Lockheed Martin under this clause, except to the extent Lockheed Martin expressly assumes the risk. If any property is lost, stolen, damaged, or destroyed, the basis of payment (the milestone events) to which the property is related shall be deemed to be not in compliance with the terms of the Purchase Order and not payable (if the property is part of or needed for performance), and Seller shall refund the related milestone payments.

Milestone Event Payment Schedule, Rights and Remedies. In consideration of the satisfactory completion and/or delivery by the Seller and acceptance by Lockheed Martin of the Work to be performed under the Scope of Work clause, including approved reports, the Seller shall submit invoices and be paid as follows against the following milestone events. No payment or vesting of title under this clause shall excuse Seller from performance of obligations under this Purchase Order or constitute a waiver of any of the rights or remedies of the parties under the Purchase Order. Lockheed Martin's rights and remedies under this clause shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this Purchase Order. In the event this Purchase Order is terminated for default, Seller may not be entitled to retain monies paid to it in the form of milestone event payments.

The Milestone Payment Plan is an Exhibit to this Purchase Order.

PT1P PERFORMANCE BASED PAYMENTS

The Seller shall invoice Lockheed Martin and the invoice shall contain the following information: name and address of the Seller, this Purchase Order number, line item, date of the request for performance based payment, information and documentation required by the purchase order's description of the basis for payment (performance completion criteria).

PERFORMANCE BASED PAYMENTS

FAR 52.232-32 Performance-Based Payments is hereby incorporated into this Purchase Order by reference. "Contracting Officer" and "Government" means "Lockheed Martin." Subparagraph (c)(2) is deleted. The risk of loss provision at subparagraph (g) shall apply in lieu of FAR 52.245-1(h).

The Performance Based Payment Plan is an Exhibit to this Purchase Order.

Each invoice submitted by Seller hereunder shall be signed by an officer or other authorized representative and bear the following performance based payments certification:

I certify to the best of my knowledge and belief that--

- 1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Seller, in accordance with the purchase order and the instructions of the Contracting Officer;
- 2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this purchase order have been paid, or will be paid, currently, when due in the ordinary course of business;
- 3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the purchase order which would affect or impair the Government's title;
- 4) There has been no materially adverse change in the financial condition of the Seller since the submission by the Seller to the Government of the most recent written information dated _____; and
- 5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the purchase order, and the amount of all payments under the purchase order will not exceed any limitation in the purchase order.

PT1Q CHANGES NOT TO EXCEED SUBMITTAL

Prior to the issuance of a change order under this Purchase Order, Lockheed Martin may solicit from the Seller written agreement as to the maximum (in the case of an increase) adjustments to be made in the price and/or in the delivery schedule (or time of performance), by reason of the change. Lockheed Martin may also solicit such agreement on limitations on the adjustments to any other provisions of the Purchase Order which may be subject to equitable adjustment by reason of the change. The Seller shall promptly submit a "not-to-exceed" amount or maximum schedule adjustment when so requested by Lockheed Martin. Any such written agreement shall then be cited in the change order and upon its issuance shall be deemed to become part of the Purchase Order. In no event shall the definitive equitable adjustment exceed the maximum price and/or delivery schedule (or time of performance) adjustments so established, nor otherwise be inconsistent with other adjustment limitations so established. Except with respect to such limitations, nothing contained herein shall affect the right of the Parties to an equitable adjustment by reason of the change, pursuant to this clause.

Any technical and/or managerial exchange of information or advice shall not be construed as a change to any requirement and/or provision of this Purchase Order unless the change is expressly directed by Lockheed Martin's Procurement Representative in writing pursuant to the Changes clause of this Purchase order or by bilateral written agreement between the designated representatives of this Purchase Order.

PT1V GOVERNMENT OWNED-PROPERTY FURNISHED TO SELLER

A. Government Furnished Property (GFP) and Government Property (GP), as defined in FAR 52.245-1, and identified in an Exhibit to this Purchase Order will be provided to Seller for use under this Purchase Order and no other contract without prior written permission from Lockheed Martin. The clause at FAR 52.245-1, Government Property, is incorporated herein by reference. Both GFP and GP provided to Seller will be identified in an Exhibit to this Purchase Order. During performance of this Purchase Order, Seller shall provide to the Lockheed Martin Procurement Representative, biannually, and no later than month-end March and month-end September, a current listing of all GFP and GP provided to Seller for use in performance of this Purchase Order. Listing will include required data elements as stated in FAR 52.245-1, Records of Government Property.

B. Upon receipt by Lockheed Martin from the Administrative Contracting Officer of his/her approval to use, and his/her agreement as to the amount of the adjustment hereinafter described, Seller is authorized to use other GFP or GP (furnished subsequent to the effective date of this Purchase Order); provided, however, that (i) under a firm fixed price Purchase Order, Lockheed Martin on behalf of the Government shall receive the benefit of any reduction in the cost of performing this purchase order; or (ii) under a fixed price incentive Purchase Order, there shall be deducted from the target cost of this Purchase Order, for purposes of computing the incentive profit, an amount equal to the estimated cost savings resulting from the use of such other GFP or GP. The resultant adjustment specified in this paragraph with respect to the authorization to use such GFP or GP shall not apply to replacement of Government property, when required (i) by normal replacement or repair practices, or (ii) by any generally applied modernization program. The foregoing principles shall be utilized in the adjustment of the price of those lower-tier subcontracts the performance of which involves the use of such other GFP or GP.

C. Seller shall comply with provisions of "Support Government Property Administration" (FAR 45.5) as in effect on the date of this order, which provisions are hereby incorporated by reference and made part of this order and are modified by paragraph D. below.

D. Seller shall maintain the official property records as required under paragraph A. above and shall conduct a physical inventory of special tooling and special test equipment at least annually, unless prescribed otherwise in Seller's established procedures, or upon completion of this order, whichever occurs first. Upon completion of such inventory, Seller shall provide Buyer, within a reasonable time, a report containing (1) the number of items and dollar value accountable under this order; and (2) a list of discrepancies including identification and dollar value of each discrepant item accountable under this order.

PT1W LOCKHEED MARTIN-OWNED PROPERTY FURNISHED TO SELLER

A. Lockheed Martin Furnished Property as defined herein and identified in an Exhibit to this Purchase Order is being provided for use under this Purchase Order. Lockheed Martin Furnished Property means any material, equipment, special tooling, special test equipment, real property, intellectual property and software owned by Lockheed Martin and provided to Seller for use under this Purchase Order. Lockheed Martin-furnished property will not be used under any other Purchase Order without prior written permission from Lockheed Martin.

B. In the event Lockheed Martin Furnished Property is provided under this Purchase Order and after Lockheed Martin determines the amount of the adjustment hereinafter described, Seller is authorized to use other (furnished subsequent to the effective date of this Purchase Order) Lockheed Martin Furnished Property; provided, however, that (i) under a firm fixed price purchase order, Lockheed Martin shall receive the benefit of any reduction in the cost of performing this Purchase Order; or (ii) under a fixed price incentive Purchase Order, there shall be deducted from the target cost of this Purchase Order, for purposes of computing the incentive profit, an amount equal to the estimated cost savings resulting from the use of such other Lockheed Martin Furnished Property. The foregoing principles shall be utilized in the adjustment of the price of those lower-tier subcontracts the performance of which involves the use of such other Lockheed Martin Furnished Property.

C. Seller shall maintain the official property records and shall conduct a physical inventory of equipment, special tooling, and special test equipment at least annually, unless prescribed otherwise in Seller's established procedures, or upon completion of this order, whichever occurs first. Upon completion of such inventory, Seller shall provide Buyer, within a reasonable time, a report containing (1) the number of items and dollar value accountable under this order; and (2) a list of discrepancies including identification and dollar value of each discrepant item accountable under this order.

PT2A COST ACCOUNTING STANDARDS – FULL COVERAGE

The clauses at FAR 52.230-2, Cost Accounting Standards, except for paragraph (b), and at FAR 52.230-6, Administration of Cost Accounting Standards, are incorporated herein by reference as if fully set forth herein. In 52.230-2 substitute "United States or Lockheed Martin" for "United States" as applicable throughout this clause; in 52.230-6, the language

shall not change.

PT2B COST ACCOUNTING STANDARDS – MODIFIED COVERAGE

The clauses at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, except for paragraph (b), and at FAR 52.230-6, Administration of Cost Accounting Standards, are incorporated herein by reference as if fully set forth herein. In 52.230-3 substitute "United States or Lockheed Martin" for "United States" as applicable throughout this clause; in 52.230-6, the language shall not change.

PT2C DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR SUBCONTRACTS AWARDED TO FOREIGN CONCERNS

The clause at FAR 52.230-4, Disclosure and Consistency of Cost Accounting Practices for Contracts Awarded to Foreign Concerns and at FAR 52.230-6, Administration of Cost Accounting Standards, are incorporated herein by reference as if fully set forth herein. In 52.230-4, substitute "Government or Lockheed Martin" for "U.S. Government" as applicable throughout this clause; in 52-230-6, the language shall not change.

PT2D DD254 REQUIREMENTS

DD254 requirements must be fulfilled prior to the initiation of any activity directed towards the fulfillment of this procurement.

PT2E COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTIONS

The clause at FAR 52.230-5, Cost Accounting Standards Educational Institution and at FAR 52.230-6, Administration of Cost Accounting Standards, are incorporated herein by reference as if fully set forth herein. In 52.230-6, substitute "United States or Lockheed Martin" for "United States" as applicable throughout this clause; in 52-230-6, the language shall not change.

PT2J FBM FIELD SITE

This procurement is in support of a FBM Field Site requirement.

PT2L FBM LOGISTICS INTEGRATION

This procurement is in support of FBM Logistics Integration requirements.

PT43 PROGRESS PAYMENTS

FAR 52.232-16 Progress Payments is hereby incorporated into this Purchase Order by reference. If you are a small business concern, then this clause with its Alternate I is incorporated by reference. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Contracting Officer or Lockheed Martin." "Government" means "Lockheed Martin" except: (A) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (B) in paragraphs (g) and (i) where it means "the Government or Lockheed Martin." The risk of loss provision at subparagraph (e) shall apply in lieu of FAR 52.245-1(h).

PT6A REFERENCES TO OTHER THAN LOCKHEED MARTIN

As used throughout this Purchase Order, the following terms shall have the meaning as follows: "Martin Marietta Technologies, Inc.", "MMTI", "Martin Marietta Astronautics Group", "MMAG", "Martin Marietta Astronautics", "Martin Marietta Corporation", "MMC", "Martin Marietta", "General Dynamics", "General Dynamics Space Systems Division", "GDSSD", "Lockheed Martin Space Systems Company-Missiles and Space Operations", "LMSSC-MSO", Lockheed Martin Space Systems Company – Astronautics", LMSSC-Astronautics", "Lockheed Martin Space and Strategic Missiles:", "LMSSM", and/or "Lockheed Martin" in this Purchase Order, its attachments, or exhibits shall mean "Lockheed Martin Corporation".

PT6B REFERENCES TO LOCKHEED MARTIN

As used throughout this Purchase Order, the following terms shall have the meaning as follows: "Lockheed Martin Space", "LM Space", "Lockheed Martin Space Systems Company-Missiles and Space Operations", "LMSSC-MSO", Lockheed Martin Space Systems Company – Astronautics", LMSSC-Astronautics", "Lockheed Martin Space and Strategic Missiles:", "LMSSM", "Lockheed", "Lockheed Missiles & Space Company, Inc.", "LMSC", "Lockheed Martin Missiles & Space", "LMMS", "Lockheed Martin Space Systems Company, Missiles & Space Operations" and/or "Lockheed Martin" in this Purchase Order, its attachments, or exhibits, shall mean "Lockheed Martin Corporation."

PT9P FACILITY PROCUREMENT

This is Lockheed Martin building and construction procurement.

PTAG ADVANCE PAYMENTS (Government Funded Procurements)

FAR 52.232-12 Advance Payments is hereby incorporated into this Purchase Order by reference. If you were issued a

cost reimbursable Purchase Order, then this clause with Alternate II is incorporated by reference. "Administering Office" and "Contracting Officer" means "Lockheed Martin's Procurement Representative", "Government" means "Lockheed Martin." FAR 52.245-1 does not apply to property to which Lockheed Martin acquired title solely under this clause. The payment amount and purpose of the advance payment are stated in this Purchase Order.

PTAN ADVANCE PAYMENTS (Non-Government Funded Procurements)

Upon acceptance of this Purchase Order, you are requested to submit an invoice to the Lockheed Martin Procure-to-Pay Portal identified herein in the amount and purpose stated in this Purchase Order as an advance payment.

PTAQ STATEMENT OF WORK 501

Upon acceptance of the parts via Quality Assurance Supplier Activity Report (QUASAR) by the Product Quality Assurance Representative (PQAR), the material shall be delivered to bonded stores and managed in accordance with the Advance Procurement Statement of Work (SOW) 501. Material will be accounted for annually on the Storage & Surveillance or Storage Only Purchase Order (PO).

PTBD FAR 52.204-27, PROHIBITION ON A BYTEDANCE COVERED APPLICATION

If any CORPDOC prior to 2024 is incorporated into this Purchase Order: FAR 52.204-27 applies to this Purchase Order unless an exception is granted in accordance with OMB Memorandum M-23-13. Substitute "Lockheed Martin Procurement Representative" for "Contracting Office" in line 5 of paragraph (b). Insert "or Lockheed Martin" after "Government" in line 4 of paragraph (b).

PTCC CANADIAN CAUSALITY

A factor in Lockheed Martin Corporation (LMC) partnering with Seller stated on this Purchase Order, a Canadian company, is to support current or anticipated Industrial and Technological Benefits (ITB) policies and obligations including Value Proposition (VP) commitments. The Canadian supplier understands and acknowledges that procurements qualifying as ITB/VP will be exclusively and irrevocably assigned to LMC for its sole use and will be claimed for ITB/VP credit in accordance with applicable laws and rules. So that LMC may be able to ensure transparency in its ITB obligations, Canadian Seller stated in this Purchase Order agrees to provide promptly, upon request, the necessary procurement information at no additional cost, e.g., ITB Recipient quality and impact benefits, Canadian Content Value (CCV) to support documentation specific to the ITB/VP credit claim.

PTC1 COMMERCIAL SPACE LAUNCH ACT

[Applicable if noted in the Lockheed Martin commercial customer Contract. Insurance requirements under CORPDOC 1 clause entitled "Insurance" would not be applicable for third party liability incurred in connection with licensed launch activities, but would otherwise be applicable.]

As required by the Commercial Space Launch Act (CSLA), 49 U.S.C. §§ 70101 - 70119 as amended, the Parties agree as follows:

- (a) Lockheed Martin and the Subcontractor hereby agree to a reciprocal waiver of liability pursuant to which each Party agrees not to bring a claim in arbitration or otherwise or sue the other Party, the United States Government and its contractors and subcontractors at every tier or any Related Third Parties of the other Party, as defined in paragraph (f), for any property loss or damage it sustains and any property loss or personal injury, including death, sustained by any of its Related Third Parties, arising in any manner in connection with the performance of or activities carried out pursuant to a CSLA license.
- (b) Lockheed Martin and the Subcontractor shall each be responsible for property damage which they sustain and for bodily injury or property damage sustained by their employees arising in any manner in connection with the performance of or activities carried out pursuant to a CSLA license.
- (c) Subcontractor shall extend the waiver and release of claims and assumption of responsibility described in paragraphs (a) and (b) above to its Related Third Parties (other than employees, directors and officers) by requiring them (1) to waive and release all claims of liability they may have against Lockheed Martin, its Related Third Parties, and the United States Government and its contractors and subcontractors at every tier, and (2) to agree to be responsible for any property loss or damage or bodily injury, including death, sustained by any of them or their employees and arising in any manner in connection with the performance of or activities carried out pursuant to a CSLA license.
- (d) The waivers described in this paragraph shall extend to and bind the successors and assigns of each Party and its Related Third Parties, whether by subrogation or otherwise. Each Party shall obtain a waiver of subrogation and release of any right of recovery against the other Party and its Related Third Parties from any insurer providing

coverage for the risks of loss for which the Party hereby waives claims under this paragraph.

- (e) Subcontractor shall defend, hold harmless and indemnify Lockheed Martin, its Related Third Parties and the United States Government and its contractors and subcontractors, from and against any and all liabilities, costs and expenses (including attorneys' fees) arising out of (1) any failure by Subcontractor to obtain the waivers and releases of claims of liability and the assumption of responsibility described in this paragraph, and (2) bodily injury or property damage sustained by Subcontractor's own employees in connection with the performance of or activities carried out pursuant to a CSLA license.
- (f) For purposes of this paragraph, Related Third Parties shall mean (1) directors, officers, employees and agents of either Party or of any customer to whom Lockheed Martin may provide launch services; (2) parties having any right, title or interest in any of the vehicles or equipment utilized by Lockheed Martin in providing launch services, including but not limited to satellites, transponders and launch vehicles; (3) contractors, subcontractors and suppliers at any tier, of either Party or of any customers of Lockheed Martin; and (4) additional parties involved in the launch services provided by Lockheed Martin or other activities governed by the CSLA.

PTLY CONFIGURATION MANAGEMENT CLASS II CHANGES

Seller shall provide notification and visibility into Class II changes. Class II changes are changes to design specification, configuration, material, part or manufacturing process that do not affect form, fit, function, weight, safety, reliability, or center of gravity of the end item. All proposed Class II changes shall be submitted for Buyer notification via Form 1879, Vendor (Supplier) Request for Information or Change (VRIC), which may be obtained from Buyer.

PTN1 DD250 SHIPPING AND MARKING INSTRUCTIONS

Completed DD250 is required for Government Buyoff. DD250 Shipping and Marking Instructions for this order are contained on the enclosed Lockheed Martin Form 9031A.

PTR1 REACH (REGISTRATION, EVALUATION, AUTHORIZATION AND RESTRICTION OF CHEMICALS)

Work delivered by Seller under this Contract may be incorporated into deliverable goods for use (i) in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012 (BPR); and/or (ii) in countries with laws or regulations containing provisions substantially equivalent to REACH and comparable implementing regulations and laws of multi-lateral conventions (such as the Stockholm (Persistent Organic Pollutants) and Minamata (Mercury) Conventions).

(1) Seller represents and warrants that the Work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR, and that no current requirement in any applicable chemical substance law and/or regulation prevents the sale or transport of Seller's Work or substances in Seller's Work in the EEA or other applicable countries, and that all such Work and substances have been pre-registered, registered, reported, approved, and/or authorized as and to the extent required by all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR.

(2) Seller shall timely respond to any request from Lockheed Martin with all relevant information on the Work so that the intents of all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]), and in any case, Seller shall provide all information necessary for Lockheed Martin and/or any downstream user to timely and accurately fulfill their obligations under all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR.

(3) Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization, reporting, and approval under all applicable chemical substance laws and/or regulations including but not limited to REACH, CLP, and BPR.

PTSM SOFTWARE BILL OF MATERIAL (SBOM) FOR CRITICAL SOFTWARE

A Software Bill of Material (SBOM) is required to be delivered with the Critical Software, using CycloneDX (version 1.5 or later) in json format.

The SBOM shall be developed in accordance with the then current version of [The Minimum Elements For a Software Bill of Materials \(SBOM\)](https://www.ntia.doc.gov/files/ntia/publications/sbom_minimum_elements_report.pdf) (https://www.ntia.doc.gov/files/ntia/publications/sbom_minimum_elements_report.pdf) and

shall contain the following Cyclone DX metadata fields:

1. Licensing information
2. Purchase order
3. License types
4. Last renewal
5. Expiration

To effect validation of the required data and software, you are encouraged to use [Hoppr](https://hoppr.dev/) (<https://hoppr.dev/>).

PTSS DATA REQUIREMENTS SDRL

All the technical data and report requirements of this Purchase Order are set forth in the Supplier Data Requirements List and incorporated herein. In case of difference or conflict between the Data Requirements List and the Terms and Conditions, the latter shall govern. Nothing in any other documents or specifications made a part hereof shall be construed as altering such data and report requirements in any way.

PTSV GOVERNMENT BILL OF LADING

Shipment of item(s) on this order requires the use of a Government Bill of Lading. Seller shall contact the Buyer at least two weeks before expected shipping date (minimum time required for preparation of GBL) for instructions.

PTSW MATERIAL CONSIGNED TO BUYER

This order covers items or material consigned to Buyer for trial or loan at no charge. No billing is to be made by Supplier without Buyer's specific approval. Consignment of material, or data relating to it, shall not establish or constitute a submission in confidence, and Buyer assumes no obligation to protect such information or prevent its disclosure to third parties. Buyer's sole obligation shall be for the damage to or destruction of supplier's property due to the negligence of Buyer, its officers, employees, agents, or representatives.

PTSZ RENT-FREE USE OF GOVERNMENT PROPERTY

Prices and delivery schedules for this order are based on rent-free noninterference use of Government property listed and covered by contract(s) as shown, on the face of this order. Seller, to the extent it is authorized by appropriate Government authority to do so, may use such property on a noninterference basis in the performance of work under this order. In the event the Seller's authority to use the property is limited or terminated by the Government, and such action affects the ability of the Seller to perform this order in accordance with its terms and conditions, then an equitable adjustment in the prices or delivery schedules, or both, as appropriate, shall be made in accordance with the procedures of the Changes clause of this order. Seller certifies that it has not directly or indirectly, through overhead charges or otherwise, included in the price of this Purchase Order any rental charge for the use of the property referred to herein.

PTUN PATENT RIGHTS ACQUISITION BY THE GOVT

The clause in FAR 52.227-13 is incorporated herein by reference except the term "contract" shall mean "purchase order"; "Contractor" shall mean "Seller"; "subcontract" shall mean "lower-tier subcontract"; and "Subcontractor" shall mean "lower-tier Subcontractor".

PTD35 PACKAGING AND SHIPMENT

- (a) A complete packing list shall be enclosed with all shipments hereunder. The Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including the Lockheed Martin purchase order number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bill of Lading number and weight of shipment shall also be shown for shipment on Government Bill of Lading.
- (b) Unless otherwise provided in the Schedule, all shipments shall be delivered to the carrier's equipment at the Seller's plant. If the facilities for shipment by the carrier's equipment are not available at the Seller's plant, shipments shall be delivered to the nearest point where the carrier's service is available. These shipping instructions apply to all modes of transportation except rail when shipment occupies sufficient space in a railroad car to constitute a carload shipment. A carload shipment or shipment constituting a carload shipment shall be properly and adequately loaded and secured by the Seller to prevent damage in transit.
- (c) Unless otherwise provided in the Schedule, shipments shall be packaged in accordance with best commercial practices to meet minimum packing requirements of surface and air carriers and to afford adequate protection against damage considering the method of transportation used. The general terms "best commercial practice" or "contractor's best practices" are to be implemented in accordance with American Society for Testing and Material (ASTM) D3951, Standard Practice for Commercial Packaging. The National Aerospace Standard (NAS) 850, General Packaging Standard, may be used in conjunction with ASTM D3951. Product-specific or protection requirements, determined by the product manufacture, include but are not limited to shock, vibration, acceleration, electrostatic-

sensitive devices, hazardous materials or articles, cleanliness, bending, humidity, and temperature, shall be met per the manufacturer recommendation, where applicable. Shipments shall be marked with the necessary handling instructions, purchase order number, Lockheed Martin account number, and the consignee's name and address.

- (d) The Seller agrees to package the articles described in the Schedule as a separate shipment to Lockheed Martin. However, shipments for more than one order may be consolidated into one outer shipping container if the articles described in the Schedule of each Purchase Order are packaged separately and clearly identified to the appropriate order. Shipments via air carrier shall be marked with the actual gross weight and dimensions on each box or other outer container. Shipments of dangerous articles shall be marked and packaged in accordance with the appropriate Department of Transportation or other Governmental agency regulations.
- (e) The Seller shall consolidate all shipments to be forwarded on one day, and ship them on one Bill of Lading. When two or more methods of shipment are specified, one via premium route and the other via standard route, the Seller agrees to consolidate the shipments by type of routing and forward them accordingly.
- (f) Shipments shall be released to the carrier at the maximum value applicable to the lowest published rate or classification rating, unless otherwise provided in this Purchase Order.
- (g) Value shall not be declared in excess of the maximum value set forth on the carriers tariff by those carriers who assess a value charge over and above a minimum value. The only exception to the above shall occur when the carrier's tariffs require actual valuations as a condition of acceptance, unless otherwise provided in this Purchase Order.
- (h) "Ship to" instructions as set forth in the Schedule designate the appropriate consignee. All shipping documents, shipping labels, and packing sheets must show full and complete information as to the appropriate consignee. The Seller agrees not to deviate from these "ship to" provisions without prior authorization from Lockheed Martin.
- (i) The first shipment received by Lockheed Martin which falls within the quantity tolerance (either plus or minus) designated in an order will be considered as meeting the quantity requirements of the order. Any additional shipments against the order will be returned to the Seller freight collect.
- (j) Articles delivered to Lockheed Martin more than thirty (30) days in advance of the schedule set forth in the Purchase Order may be returned at Seller's expense.
- (k) For Supplier Acceptance Delegation Program Sellers, specified by Quality Clause S8, evidence of acceptance will be indicated by application of acceptance stamp to a label or tag adjacent to the part number to the lowest level of packaging. The stamp must include date of acceptance. Purchase Order line items must be individually packaged, and the Seller must not package S8 items with non S8 items.

PTD74 MARKING INSTRUCTIONS

The Seller agrees to affix to the outer surfaces of the inner bag and the shipping container the following markings: part number, serial number, date, method of cleaning, method of packaging, inspection date for materials covered by ANA Bulletin 438a (when applicable) and the statement, "The inner bag must be opened in an approved dust-free room for testing or inspection." Test reports, data, and any necessary articles that have not been cleaned will be firmly attached to the exterior of the package enclosing the part. NOTE: Holes in the sealed area of the inner bag are not permitted.

PTD82 DROP SHIPMENT TO LOCKHEED MARTIN SUPPLIERS

The Shipping Seller agrees to complete the shipping supplier portion of the Supplier Shipping and Receiving Report (s915). Ship this report, any contractually required documentation, and the material to the Lockheed Martin Supplier identified in your purchase order. A copy of the Supplier Shipping and Receiving Report (s915) and any contractually required documentation shall be forwarded to the buyer identified in your purchase order.

PTD83 RECEIPT OF SHIPMENT FROM LOCKHEED MARTIN SUPPLIERS

The Seller agrees to submit to Lockheed Martin within three (3) workdays after receipt of material dropped shipped from a Lockheed Martin Supplier, the completed Supplier Shipping and Receiving Report (s915), provided to you by the shipping contractor. Material received has been drop shipped to your facility for performance of requirements set forth in this Purchase Order. Forward this report to the buyer identified in your purchase order.