



LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

GLD-14-C130-0002 LM-100J
AIRCRAFT AND SUPPORT SALES CONTRACT

Generated using Lockheed Martin CorpDocs 2014 Version

22 April 2014

Original

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

The following Special Contract Requirements (H clauses) are added:

Rights in SELLER Data

(1) In addition to and notwithstanding any other Contract provisions providing LOCKHEED MARTIN and/or LOCKHEED MARTIN's customers rights in SELLER Data (as defined below) delivered to LOCKHEED MARTIN, SELLER further grants to LOCKHEED MARTIN:

(i) A worldwide, perpetual, royalty-free, irrevocable, non-exclusive right and license to utilize, copy, modify, make derivative works thereof or perform, and authorize others to do all or some of the foregoing on LOCKHEED MARTIN's behalf, any SELLER Data now or hereafter in LOCKHEED MARTIN's possession: (A)(1) for development and/or delivery of training and associated equipment, maintenance planning and/or support, logistics support or simulators for LM-100J aircraft; and (2) for the development of the LM-100J, the interfacing and/or installation of equipment on the LM-100J, for the

certification of the LM-100J, as well as the support, maintenance, repair, modification, validation, testing, production, use, training on, and sale of LM-100J aircraft, and (B) disclose any such SELLER Data, in confidence, to any third party to accomplish the license rights granted by (1)(i)(A)(1) and (2) of this Clause, provided that such disclosure is made pursuant to a written understanding precluding unauthorized use and disclosure by provisions no less restrictive than those imposed on the Parties hereunder; and

(ii) A worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to LOCKHEED MARTIN, with the right to grant sublicenses to LOCKHEED MARTIN's customers, partners, team members and/or suppliers to: (A) copy, prepare derivative works, perform, utilize and have utilized on behalf of LOCKHEED MARTIN or LOCKHEED MARTIN's customer, any of SELLER Data now or hereafter in LOCKHEED MARTIN's possession for the operation, maintenance, support, repair and modification of LM-100J aircraft, and (B) disclose any of said SELLER Data, in confidence, to any third party for such purposes, provided that: 1) any such disclosure is made pursuant to a written understanding precluding unauthorized use and disclosure by provisions no less restrictive than those imposed on the Parties hereunder, and 2) information necessary for operation or maintenance of LM-100J aircraft, and form, fit and function Data are not subject to the requirement of confidentiality herein.

(2) Upon thirty (30) days' written notice from LOCKHEED MARTIN, SELLER further agrees to negotiate, in good faith additional rights in any SELLER Data to LOCKHEED MARTIN or its customers.

(3) "Data" as used in this Clause means all recorded information regardless of form or the method of recording. Data includes, but is not limited to, all technical data, databases, computer software in both executable or source code, and copyrightable works.