

Appendix QSW

COTS and/or Commercial Product Software Requirements for Production Use

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DEFINITIONS

The latest issue to this document is the version that is available on the [Lockheed Martin Aero website](#).

- A. Within Quality Appendix QSW, “**Seller**” is defined as the Purchase Order (PO) recipient.
- B. The terms “**Item(s)**” and “**Buyer’s Purchased Product**” are synonymous.
- C. The terms “**PO**” and “**Buyer**” as used herein, have the same meaning as the terms “**Contract**” and “**LOCKHEED MARTIN,**” respectively.
- D. Within Quality Appendix QSW, “**COTS and/or Commercial Product Software**” is defined as software that is purchased as an unmodified commercially available software that will be incorporated into Lockheed Martin deliverable production/sustainment products or used in deliverable product development laboratories. This type of software includes:
 - a. **Commercially-Off-The-Shelf (COTS) Software**
 - b. **Commercially Available Software**
 - c. **Non-Developmental Software**
 - d. **The Embedded COTS or Commercially Available Executable Programs and Data** (e.g., “**Firmware**”) that is pre-installed on some Hardware Devices.

Questions regarding this Appendix QSW shall be addressed to Engineering and Software Quality Engineering through the Buyer’s Sub-Contract Administrator.

GENERAL REQUIREMENTS AND CONFORMANCE

1.0 Conformity Requirement

- The conformity requirements from the Buyer to the Seller when procuring Software as defined under Definitions, Paragraph D from a software supplier is as follows:
 - Seller asserts product shipped to Buyer is authentic and conforms to all specified catalogue requirements and warranties.

1.1 Language

- Seller's documentation (technical data sheets, policy, licensing, etc.) shall be in English.

1.2 Control of Nonconforming Product

- Seller shall provide mitigating actions for delivered product that does not fully conform to Seller's documented product specifications, performance, etc. reimburse the Buyer the total cost paid to the Seller, upon receipt of the non-conforming product.
 - Mitigating actions can be from any of the following:
 - Replacement with conforming software (same version) as defined under Definitions, Paragraph D. or
 - Revised/updated version of conforming software as defined under Definitions, Paragraph D.