LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME CONTRACT NO. C-130-000001
C-130J Hercules TLS Services
Supplement to Lockheed Martin CORPDOC
5 October 2023, Revision 1

For all subcontracts issued under the subject Prime Contract (hereinafter also referred to as "TLS"), the following terms and conditions, applicable as noted, are incorporated by reference in addition to those other terms and conditions (Lockheed Martin CORPDOC series) to be used for subcontracts issued under such Prime Contract. Relevant portions of the Prime Contract's Intellectual Property clause are excerpted hereto and incorporated as part of this Supplement.

Seller shall comply substantially with the obligations set out in the following clauses of the Prime Contract and perform its duties under the subcontract so as not to be inconsistent with Lockheed Martin's duties under TLS.

a. Clause 5 Intellectual Property
b. Clause 10.5 Commercial-In-Confidence Information
c. Clause 11 Policy and Law (Applicable only if Seller will perform any Contract requirements in Australia.)

5. INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY DEFINITIONS

5.1.1. In the interpretation of this clause 5, unless the contrary intention appears:

a. "Aircraft" means the RAAF Hercules C-130J model aircraft.

b. "Background IP" means IP, other than Third Party IP, that was licensed to the Commonwealth under the original C-130J Sales Contract.

c. "Defense Purposes" means any purpose within the power of the Commonwealth with respect to the Defense of the Commonwealth and includes purposes that are necessary or incidental to that purpose.

d. "Deliverables" means any service, information (with Technical Data limited to that which is specifically developed, acquired and licensed to the Commonwealth for the performance of the Services), document (including report, manuals, designs, drawings and the like), hardware, software or other thing which is required by this Contract to be, delivered or provided by Seller or its agents to Australian Aerospace, the

Commonwealth, or its agents during the provision of the Services,

e. "Foreground IP" means IP which is created as a requirement of the performance of this Contract other than Third Party IP.

f. "Modification" means modifications to the Aircraft, Deliverables, Services or Support Systems that are necessary for the repair, maintenance and through life support of the Aircraft, excluding all other modifications such as Block Upgrades or modifications that change the basic performance or mission of the aircraft or increase the military capability of the Aircraft.

g. "Moral Rights" means;

i) a right of attribution of authorship;

ii) a right not to have authorship falsely attributed; or

iii) a right of integrity of authorship.

h. "Related Body Corporate" has the meaning given by section 9 of the Corporations Act 2001 (Cth).

i. "Services" means the services, Deliverables and Intellectual Property required to be supplied under this Contract.

j. "Support System" means the organization of hardware, software, materiel, facilities, personnel, TD, processes and services required to enable the Aircraft to be effectively operated and supported so that the Aircraft can meet its operational requirements. The Support System includes the support required for Support System Components. The Support System embraces the support responsibilities undertaken by Australian Aerospace and its support subcontractors (including Seller).

k. "Technical Data" or "TD" means technical know-how and information reduced to a material form produced, acquired or used by Seller in relation to the Services and includes without limitation all data, databases, manuals, handbooks, designs. standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, software, software updates, Software Design Data, test results and other items describing or providing information relating to the Services or their operations.

l. "Third Party IP" means that IP that is not owned (either in whole or part) by:

i) the Commonwealth;

ii) The Commonwealth of Australia, Australian Aerospace, and LM Aero;

iii) Seller

iv) any Approved Subcontractor; or

v) any Related Body Corporate of an entity listed in paragraphs iii) or iv), and is embodied in the Services, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services, and is not limited to Commercial-Off-The-Shelf or Military-Off-The-Shelf items

5.2 Not used

5.3 Not used

5.4. Intellectual Property License

5.4.1. Without limitation to any license granted to The Commonwealth of Australia, Australian Aerospace, and LM Aero by Seller (or any Related Body Corporate of Seller) in any other contract, Seller grants The Commonwealth of Australia, Australian Aerospace, and LM Aero a royalty-free, irrevocable, world- wide, perpetual, non-exclusive license (including the right to sub-license, but only for the purposes set out in this clause 5.4.1) to Foreground IP and Background IP that is owned by Seller and is required for the performance of the Services under this Contract:

a. to use, perform, repair, maintain and dispose of the Services and any Aircraft or Support System to which they relate;

b. to make Modifications, as defined in this clause 5, to the Aircraft, Services, Deliverables or Support System and develop the Services, provided that it is done for Defense Purposes and without commercializing the licensed IP;

c. to complete the Services and Deliverables (and for the purpose of such completion, have performed any design work in respect of the Services or Deliverables) following termination of the Contract pursuant to clause 12.2 or at law;

d. to remedy defects or omissions in the Services or Deliverables in accordance with clauses 6.5 or 9.2 as applicable; and

e. to use or disclose any Technical Data and information contained or embodied in any Technical Data for such purposes provided that such disclosure and use are subject to a written agreement prohibiting unauthorized use or disclosure of the Technical Data.

5.4.2. To avoid doubt, the license granted to The Commonwealth of Australia, Australian Aerospace, and LM Aero under this clause 5.4.1 provides The Commonwealth of Australia, Australian Aerospace, and LM Aero, or any person acting on behalf of The Commonwealth of Australia, Australian Aerospace, and LM Aero, with all necessary rights to exercise and sub- license the Background IP, owned by Seller, and the Foreground IP owned or created by Seller, to properly use and support the Aircraft and Support System owned or operated by the Commonwealth throughout its Life of Type.

5.4.3. Where required, Seller will endeavour to ensure that The Commonwealth of Australia, Australian Aerospace, and LM Aero is granted a license to exercise all Third Party IP on the customary available commercial terms, consistent where possible with the terms of the license in clause 5.4.1. If Seller is unable to secure a license to The Commonwealth of Australia, Australian Aerospace, and LM Aero to exercise Third Party IP on terms comparable to those in clause 5.4.1, Seller will notify the LM Aero Representative. The LM Aero Representative may direct Seller to use an alternative third party where available.

5.5 Not used

5.6 Moral Rights

5.6 1. If Seller is a natural person and the author of the Services, he or she consents to:

a. the performance of acts permitted under any license provided under clause 5; and

b. any dealings with the Foreground IP licensed to The Commonwealth of Australia, Australian Aerospace and LM Aero as a consequence of this Contract including The Commonwealth of Australia, Australian Aerospace and LM Aero's licensees; or

c. any dealings by any person authorized by The Commonwealth of Australia, Australian Aerospace and LM Aero to exercise The Commonwealth of Australia, Australian Aerospace and LM Aero's rights to Foreground IP licensed to The Commonwealth of Australia, Australian Aerospace and LM Aero as a consequence of this
Contract;

with or without attribution of authorship (but excluding an act amounting to false attribution of authorship) to all or any part of the Services by The Commonwealth of Australia, Australian Aerospace and LM Aero or any person claiming under or through The Commonwealth of Australia, Australian Aerospace and LM Aero.

5.6.2. In any other case, Seller must:

a. obtain from each and any author of IP vesting in or licensed to The Commonwealth of Australia, Australian Aerospace and LM Aero under this Contract a written consent which extends directly or indirectly to:

i) the performance of acts permitted under any license provided under clause 5.4; and

ii) any dealings with Foreground IP licensed to The Commonwealth of Australia, Australian Aerospace and LM Aero as a consequence of this Contract including The Commonwealth of Australia, Australian Aerospace and LM Aero's licensees; or

iii) any dealings by any person authorized by The Commonwealth of Australia, Australian Aerospace and LM Aero to exercise the Commonwealth of Australia, Australian Aerospace and LM Aero's rights to Foreground IP licensed to The Commonwealth of Australia, Australian Aerospace and LM Aero as a consequence of this Contract;

with or without attribution of authorship (but excluding an act amounting to false attribution of authorship) to all or any part of the Services by The Commonwealth of Australia, Australian Aerospace and LM Aero or any person claiming under or through The Commonwealth of Australia, Australian Aerospace and LM Aero (whether occurring before or after the consent is given); and

b. upon request, provide the executed original of any consent provided under this clause 5.6 to The Commonwealth of Australia, Australian Aerospace and LM Aero.

10.5 Commercial-in-Confidence Information

10.5.1. The Parties shall execute a Proprietary Information Agreement in order to protect the confidentiality of LM Aero's "Lockheed Martin Proprietary Information", LM Aero's customer's "Australian Aerospace Commercial-in-Confidence Information", and Seller's confidential information.

10.6 Listing Australia Aerospace or LM Aero as Customer/Client

10.6.1 Without first obtaining LM Aero's prior written approval, Seller shall not, unless required by law to do so, list Australia Aerospace and/or LM Aero as a customer or client, leverage its position as Seller, or otherwise exploit the fact that it has entered into the Contract (including through media or press announcement or by public comment, and in any public or private marketing materials or other

communications).

11. POLICY AND LAW (Applicable only if Seller will perform any Contract requirements in Australia.)

11.1 Not used

11.2 Compliance with Laws

11.2.1. Seller must, in the performance of the Contract, comply with the laws from time to time in force in the State, Territory, or other jurisdictions in which any part of the Contract is to be carried out subject to an equitable adjustment to the Contract if required.

11.2.2. Seller must comply, and must ensure that its Subcontractors and Seller Personnel comply, with all applicable laws, Government Approvals, policies and all requirements of Government Agencies, including:

a obtaining all Government Approvals without qualifications that would impact its ability to provide the Services or otherwise perform its obligations under the Contract;

b. complying with Occupational Health and Safety Legislation, environmental requirements and export requirements under the Customs Act 1981 (Cth); and

c. complying with the Archives Act 1983 (Cth) in respect of its activities under or in respect of the Contract.

11.2.3. Seller must not take any action, or omit to take any action (including any action or omission by a Subcontractor or Seller Personnel), which may constitute a breach of any law, policy, or Government Approval or may prejudice or result in the invalidity, cancellation, suspension, or limitation of any Government Approval or the imposition of any adverse conditions on any Government Approval.

11.2.4. If Seller (or a Subcontractor) at any time during the Term (or after the Term, with respect to obligations that survive the expiry or termination of the Contract), is not in compliance with clause 11.2.2 or clause 11.2.3, then Seller must provide written notice thereof to LM Aero as promptly as possible, but in each case within five (5) Working Days after Seller becoming aware of that non compliance.

11.3 Policy Requirements

11.3.1. Seller must comply with and require its Subcontractors and Seller Personnel to comply with the following policies of general application relevant or applicable

to the Contract as amended from time to time. Any current or future Australian policy requirements that result in an impact to the scope of work or specific contract requirements shall require the submittal of a CCP within 30 days of becoming aware of the policy change and may include an adjustment in the contract price.

a. Australian Government Policy and Guidance on Industry Development and Local Purchasing as detailed in the DPPM;

b. Company ScoreCard policy as detailed in the Defense Company ScoreCard Policy Statement;

c. Conflict of Interest policy as detailed in the DPPM;

d. Contract Reporting Requirements as detailed in the DPPM;

e. Defense Equity and Diversity policy as detailed in the Defense Plain English Guide to the Managing and Reporting Unacceptable Behavior DPI 1/2001; and 01(G) PERS 35-3;

f. Defense Stocktaking policy as detailed in the 01(G) LOG 07-15;

g. Equal Opportunity for Women in the Workplace policy as detailed in the DPPM;

h. Fraud Control policy as detailed in Dl (G) FIN 12-1;

i. Freedom of Information policy as detailed in the DPPM;

j. Hazardous Substances policy as detailed in the DPPM;

k. Industry Capability Network policy as detailed in the DPPM;

l. Maximizing Employment Opportunities for Aboriginal and Torres Strait Islanders policy as detailed in the DPPM;

m. Dumping and Predatory Pricing policy as detailed in the DPPM;

n. Commonwealth — State Coordination and Cooperation policy as detailed in the DPPM;

o. Environment in Procurement policies as detailed in the DPPM; and

p. any other Commonwealth policy as notified by LM Aero to Seller from time to time.

11.4 Occupational Health and Safety

11.4.1. Seller must make reasonable efforts to perform its obligations under the Contract in Australia in such a way that:

a. Commonwealth and LM Aero officers and Commonwealth and LM Aero employees (as defined in the Occupational Health and Safety Act 1991 (Cth)) are able to participate in any necessary inspections of work in progress and tests and evaluations of the Services without the Commonwealth or LM Aero being in breach of; and

b. the Commonwealth and LM Aero is able to support and to make full use of the Services for the purposes for which they are intended without being in breach of;

any occupational health and safety statutory requirements which apply to the Services.

11.4.2. Seller is required to implement and comply with an Occupational Health and Management System in accordance with Attachment A in relation to work performed in Australia.

11.5 Environmental Obligations

11.5.1. Seller must, at its own cost, comply with, and must ensure that its Subcontractors and Seller Personnel comply with, all laws with respect to the protection of the Environment, applicable or relevant to the Services or Seller's performance under the Contract. Seller must, upon reasonable request by or on behalf of LM Aero, demonstrate compliance with such requirements, including providing evidence of measures taken to achieve compliance.

11.5.2. Seller must not, and must ensure that its Subcontractors and Seller Personnel do not, abandon, dump, or otherwise improperly or unlawfully dispose of any Industrial Waste or Hazardous Substance.

11.5.3. Seller must not, and must ensure that its Subcontractors and Seller Personnel do not, handle any Industrial Waste or Hazardous Substance in a manner which may cause an Environmental Hazard.

11.5.4. Seller must not, and must ensure that its Subcontractors and Seller Personnel do not, release substances, deposit substances, or allow substances to emanate, such that a state of Contamination occurs.

11.5.5. Seller must at all times provide the Services in an environmentally responsible manner so as to protect the Environment.

11.5.6. In addition to the requirements of this clause 11.5, Seller must obtain and comply with all requirements of, and must ensure that its Subcontractors and Seller Personnel obtain and comply with all requirements of, any Government

Approvals required to release or emit anything from any Commonwealth land into the air or water or onto the ground or otherwise into the Environment, or to emit any substantial noise.

11.5.7. Seller must promptly by notice in writing to LM Aero notify non-compliance or potential non-compliance with the requirements of any law or Government Approval regarding the Environment in providing the Services.

11.5.8. Any breach by Seller of clause 11.5 entitles LM Aero, at its absolute discretion, to suspend the provision of the Services under the Contract until such time that Seller can demonstrate to LM Aero's reasonable satisfaction that it has remedied any non-compliance or breach of this clause 11.5 and is in full compliance with clause 11.5. Seller must bear any cost it incurs in connection with the suspension and in complying with this clause 11.5 and in remedying any non-compliance or breach of this clause 11.5.

11.6 Compliance with United States and European Union Technology Transfer Requirements

11.6.1. LM Aero is aware that the Services, or one or more components of the Services, including software and technology, and information relating to the Services, may be subject to the U.S. Export Regulations or the E.U. Export Regulations. If, after contract award, any Services or Supplies provided under this Contract are found to be subject to European Union Technology Transfer requirements, Seller shall be entitled to submit a CCP for price adjustment in order to comply with those requirements.

11.6.2. Prior to providing the Services, Seller must identify by written notice to LM Aero and in accordance with the IP Plan and Attachment A any item of the Deliverables, or component of an item of the Deliverables, or Information relating to the Services, that is subject to the U.S. Export Regulations or the E.U. Export Regulations and all relevant information concerning the applicable U.S. Export Regulations or EU. Export Regulations in respect of that item, component or information,

11.6.3. In respect of information related to the Services or to the Contract that is regulated under U.S. Export Regulations or the E.U. Export Regulations, Seller must comply with the relevant export license(s), Government Approval(s), and other documentation issued by the United States or the relevant Member State(s) of the European Union applicable to that information pursuant to this clause 11.6.

11.6.4. If an item of the Services or a component of an item of the Services is subject to the U.S. Export Regulations or the EU. Export Regulations, Seller must:

a. not provide any such item, or component, to LM Aero without LM Aero's prior written consent, which may be granted, withheld or conditioned by LM Aero based on the absolute discretion of the Commonwealth;

b. prior to initiating any application process in the United States or the relevant Member State(s) of the European Union, as applicable, confer with the Commonwealth via LM Aero in order to accurately determine the end use of the Services and the Authorized Users:

c. ensure that any required approvals, licenses or authorizations granted under the U.S. Export Regulations or EU. Export Regulations, as applicable, are sufficiently comprehensive to allow full access and use of the item of the Services, or component of the item of the Services, by all of the Authorized Users;

d. ensure that the necessary export license(s), approvals or other appropriate documentation is issued by the relevant United States authorities or by the relevant Member State(s) of the European Union in time to allow the provision and use of such item or such component in compliance with the Delivery Schedule and the Phase-In Milestone Date: and

e. ensure that all delivery notices, invoices, airbills, waybills, bills of lading, and invoices properly identify the item or component and state the export license number or other documentation as required by the applicable U.S. Export Regulations or E.U. Export Regulations.

11.6.5. The Commonwealth's ability to use, operate, deliver or maintain the Services without restriction throughout the useful life of the Services is of the essence of the Contract. If the U.S. Export Regulations or EU Export Regulations, as applicable, would prohibit the Commonwealth from using, delivering or supporting each item of the Services or each component of each item of the Services without restriction, then Seller must, at its own cost and in compliance with the Delivery Schedule and Phase-In Milestone Date:

a. obtain the necessary export license(s), approvals or other appropriate documentation in respect of each item of the Services or each component of each item of the Services that is necessary for the Commonwealth to use, deliver, and support the Services and for Authorized Users to use, operate, deliver, or maintain the Services without restriction throughout the useful life of the Services; or

b. subject to the advance written approval of LM Aero, which the Commonwealth via LM Aero may grant, withhold, or condition at its absolute discretion, replace or modify the item of the Services, or the component of the item of the Services, while satisfying all requirements of the Contract (including for the Services to

comply fully with the requirements for the Services set out in Attachment A).

11.6.6 If Seller (or a Subcontractor) at any time during the Term or after the Term is not in compliance with clause 11.6, then Seller must provide written notice thereof to LM Aero within five (5) Working Days after Seller becoming aware of that non compliance.

11.7 Not used

11.8 Privacy

11.8.1. Seller must:

a. use or disclose Personal Information obtained during the course of providing Services under the Contract, only for the purposes of the Contract;

b. not do any act, or engage in any practice that would breach an Information Privacy Principle contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that Information Privacy Principle;

c. not use or disclose Personal Information, or engage in an act or practice that would breach section 16F of the Act, or an National Privacy Principle, particularly National Privacy Principles 7 through to 10 or an Approved Privacy Code, unless:

i) in the case of section 16F, the use or disclosure is necessary, directly or indirectly, to discharge an obligation under the Contract; or

ii) in the case of an National Privacy Principle or an Approved Privacy Code, if the activity or practice is engaged in for the purpose of discharging, directly; or

d. notify individuals whose Personal Information is held by Seller or Subcontractor, as the case may be, of the complaints mechanism outlined in the Privacy act that may apply to Seller;

e. disclose in writing to any person who asks, the content of the provisions of the Contract (if any) that are inconsistent with an National Privacy Principle or an Approved Privacy Code binding a Party to the Contract;

f. carry out and discharge the obligations contained in the Information Privacy Principles as if it were an agency under the Privacy Act; and

g. ensure that any Seller Personnel who is required to deal with Personal

Information for the purposes of the Contract, is made aware of the obligations of Seller as set out in the clause 11.8.