100 (01/10/24)

1. Additional Terms and Conditions

1.1 When reviewing this purchase order in P2P, Seller may:

"accept",

"reject"

In the event that you "acknowledge with comments", your comments will have no force and effect on the contract unless specifically agreed to, in writing, by the LOCKHEED MARTIN Procurement Representative. Acknowledgement with comments acts as an acceptance of LOCKHEED MARTIN terms and conditions and purchase order notes. If you have an issue with the purchase order as issued, defer taking further action until contacting the LOCKHEED MARTIN Procurement Representative and resolving the issue.

1.2 Seller agrees that the manufacturing and/or fabrication of Work being delivered under this Contract will be performed at the location indicated on the Seller response to the solicitation and will not be moved to another production facility without the prior express written approval of LOCKHEED MARTIN.

1.3 Seller shall ensure that its EXOSTAR profile is current.

1.4 If this order involves delivery of hazardous material, packaging and shipment of such material must comply with Department of Transportation regulations, title 49 CFR, and the OSHA hazard communication standard CFR 1910.1200. A safety data sheet (SDS) must be provided to LOCKHEED MARTIN by Seller as a condition of this Contract. Seller shall enter LOCKHEED MARTIN's purchase order number on the top right of first page of the SDS. The warning label required by 29 CFR 1910.1200 shall not be obscured by other stamps or labels.

1.5 When an SDS is required, Seller shall mail it separately, before material is shipped the first time, to the applicable address below. An SDS must also accompany every shipment.

Camden, Arkansas; send SDS to: ESH Mgr, M143 bldg., PO Box 1015, Camden, AR 71711

Dallas, Texas; send SDS to: ESH Mgr, M/S: ESH-00, PO Box 650003 Dallas, TX 75265-0003

Lufkin, Texas; send SDS to: Safety Mgr, PO Box 150340, Lufkin, TX 75915

Chelmsford, MA; send SDS to: Safety Mgr, 16 Maple Road, Chelmsford, MA 01824

White Sands Missile Range, NM; send SDS to: LM Missile and Fire Control, ESH Mgr, PO Box 57, Mail Station WSM-57, White Sands Missile Range, NM 88002

Troy, AL ; Send SDS to: ESH Manager, 5500 County Road 37, Troy, AL 36081

1.6 Labeling Requirements, Ozone-Depleting Substances

New Federal EPA Regulations, pursuant to the Clean Air Act Amendments of 1990, Title VI, require labeling of all containers of, and all products containing or manufactured with, specific ozone-depleting substances. Submission of a proposal, or acceptance of this order is certification that the labeling requirements of section 611 of the Clean Air Act as implemented by 40 CFR part 82, Subpart E have been complied with.

1.7 Seller shall notify LOCKHEED MARTIN in writing within 24 hours of termination of employment of any employee who has been granted access to LOCKHEED MARTIN's workgroup collaboration system (e.g. Livelink).

1.8 Prohibition against Kaspersky or Lenovo Articles

A. "Covered Article" means any hardware, software, or service that (1) is developed or provided by a Covered Entity; (2) includes any hardware, software, or service developed or provided in whole or in part by a Covered Entity; or (3) contains components using any hardware or software developed in whole or in part by a Covered Entity.

B. "Covered Entity" means (1) Kaspersky Lab; (2) Lenovo; (3) any successor entity to Kaspersky Lab or Lenovo; (4) any entity that controls, is controlled by, or is under common control with Kaspersky Lab or Lenovo; or (5) any entity of which Kaspersky Lab or Lenovo has a majority ownership.

C. Unless otherwise agreed in writing by LOCKHEED MARTIN, Seller shall not provide any Covered Article under this Contract or use any Covered Article in the development of data or deliverables first produced in the performance of this Contract.

2. Shipping/Packaging Information

2.1 Requirements that are identified herein as FOB shipping point require Seller interface with LOCKHEED MARTIN transportation prior to hardware or item shipment. LOCKHEED MARTIN will not pay for shipping expenses that are arranged by Seller and invoiced to LOCKHEED MARTIN. Detailed shipping instructions are located at the LOCKHEED MARTIN P2P portal (<https://procure.external.lmco.com/irj/portal/lmroutingguides>), you will be prompted to logon to EXOSTAR before accessing this URL.

2.2 Hardware deliverables for non-U.S. Government customers of LOCKHEED MARTIN must be packaged separately. SELLER shall refer to the Contract Information provided on each line item of the Purchase Order to determine this. This is essential and necessary to meet requirements even though part numbers may be the same for two separate line items. Individual line items are generated by LOCKHEED MARTIN to support both commercial and U.S. Government requirements and may require different processing before final delivery to the customer.

2.3 If any item on this order is to be shipped in place or drop shipped to a location other than Lockheed Martin Missiles and Fire Control, Seller shall complete the Inbound Delivery and Barcode per paragraph 2.4. Seller shall furnish to LOCKHEED MARTIN a copy of the shipping document/packing slip.

2.4 Barcode:

The LMP2P SHIP TO LMC guidebook is located at <http://www.myexostar.com/WorkArea/DownloadAsset.aspx?id=315>

To directly access the Exostar P2P Portal link go to https://portal.exostar.com. Seller shall print and supply two barcode labels before shipping products to LOCKHEED MARTIN. Seller shall attach one label to the container and the second label to the packing slip.

The barcode is created using the P2P "SHIP TO LMC" process. During the SHIP TO LMC process, an Inbound Delivery number will be created and displayed as part of the Barcode document. Creating the Inbound Delivery number is critical to processing the receipt and invoicing.

2.5 The SHIP TO LMC process includes a hard stop error that will prevent shipment of material more than 120 days before it is scheduled. It will be impossible to create a new Inbound Delivery if this would cause the new cumulative quantity on all Inbound Deliveries to exceed the cumulative quantity of all schedule lines with Contract Delivery Schedule dates on or before the current date plus 120 calendar days. Call your LOCKHEED MARTIN Procurement representative if an expedited shipment is needed.

3. General Information:

3.1 For FAQS and LMP2P support guides, visit: <http://www.myexostar.com/myexostarall.aspx?id=1362>. Thank you for your continued support.

3.2 Subcontracting Plan. If applicable, Seller’s subcontracting plan for small business and small disadvantaged business concerns is incorporated herein by this reference and is made a material part of this Purchase Order. Seller shall submit subcontract summary report (SSR) (formerly SF295) and/or, individual subcontracting report (ISR) (formerly SF294) in electronic subcontracting reporting system (eSRS) to <http://www.esrs.gov/>, semiannually and at contract completion, in accordance with FAR 52.219-9 and DFARS 252.219-7003. The ISR reports must also be submitted to Lockheed Martin at [supplier.diversity.fc-mfc@lmco.com](mailto:supplier.diversity.fc-mfc@lmco.com). The prime contract number and SAM.gov Unique Entity ID (SAM UEI) number have been provided by Lockheed Martin under separate cover. If Seller has submitted a No Opportunity Letter, then the above action to submit ISR/SSR in eSRS is not applicable.

3.3 Property/Tooling. If this Purchase Order involves the purchase of new or the use of existing Special Tooling, Special Test Equipment, and/or Equipment, the current Master Furnished Property Administration Contract (MFPAC)/Subcontractor Property Agreement (SPA) is applicable to this Purchase Order. By accepting this Purchase Order, Seller acknowledges prior receipt of the MFPAC/SPA. Copies of the MFPAC/SPA may be obtained from the Lockheed Martin Procurement Representative or from the Lockheed Martin Property Management Representative.

If this Purchase Order includes the manufacture/purchase/acquisition of Special Tooling, Special Test Equipment, and/or Equipment (collectively ST/STE/Eq), a Certified Property List (form 3-80226) must be completed and returned to the Lockheed Martin Procurement Representative and the Lockheed Martin Property Management Representative. For government owned property, Lockheed Martin will provide disposition or retention instructions to Seller relative to the listed ST/STE/Eq upon contract completion, in accordance with FAR 52.245-1.

Invoices for property cost will be approved for payment after the first lot of parts produced from such property has been received at Lockheed Martin's plant and passed Lockheed Martin receiving inspection and after completion of Seller pre-production testing where required. One copy of the Certified Property List (form 3-80226) must be submitted with the invoice before the invoice can be approved for payment.

3.4 If a line item on this Purchase Order is identified as financial exposure authority or FEA, the line is being awarded and funded by Lockheed Martin in advance of the receipt of a Customer prime contract. Lockheed Martin reserves the right to modify this Purchase Order to incorporate any required prime contract flowdowns applicable to such items once Lockheed Martin is awarded the Customer prime contract.

3.5 The DD FORM 254, Contract Security Classification Specification, applicable to this Contract, if any, is hereby incorporated by reference and made a part of this Contract; if the DD Form 254 is currently awaiting approval by the Government, it will apply to this Contract upon approval. Disposition of all classified material for this Contract must be in accordance with the directions of the DD 254.

3.6 ESH Contractor Manual and Orientation. If this Contract requires Seller to perform Work on the premises of Lockheed Martin, its customers, or other third parties, Seller shall (1) comply with applicable local, state, and federal environmental and occupational safety and health laws, regulations, standards, and/or requirements; (2) comply with the Lockheed Martin Missiles and Fire Control Contractor Environment, Safety, and Health Requirements document (located at: <https://www.lockheedmartin.com/content/dam/lockheed-martin/eo/documents/suppliers/mfc/mfc-esh-contractor-safetymanual.pdf>); (3) comply with the Lockheed Martin Missiles and Fire Control Contractor Environment, Safety, and Health Orientation (located at: <https://www.lockheedmartin.com/content/dam/lockheed-martin/eo/documents/suppliers/mfc/mfc-esh-contractor-safety-orientation.pdf>); and (4) comply with any Lockheed Martin Missiles and Fire Control site-specific requirements communicated locally and through the Lockheed Martin Missiles and Fire Control procurement website (located at: <https://www.lockheedmartin.com/en-us/suppliers/business-area-procurement/mfc.html#toolkit>).

3.7 If this Contract requires Seller to perform Work at Lockheed Martin’s Grand Prairie or Orlando sites, Seller and its subcontractors, shall, prior to work commencing, permit a third-party selected by Lockheed Martin to collect, verify, maintain, and manage certain business and environmental, safety and health (ESH) data as required in this agreement. Seller agrees to pay any fees associated with maintaining an active account with the identified third-party and to respond to all requests for compliance information, including but not limited to, Certificates of Insurance, safety performance data, safety manuals or procedure documents, compliance documents required to be filed with regulators (e.g., U.S. Dept of Labor - OSHA), training certifications, and other similar business data. Registration information for Seller and all subcontractors is found at: <http://pages.avetta.com/LOCKHEED-MARTIN>.

3.8 If Lockheed Martin agreed for a non-US currency to be used for this Contract, Seller shall complete the commercial invoice/shipping document utilizing the agreed upon currency. Refer to line item text to determine value (or values) and currency (or currencies) to be used in the commercial invoice/shipping document.

3.9 Wage Determination. If FAR 52.222-41 applies to this Contract, by accepting this Contract, Seller represents that it has the systems, controls and procedures in place to ensure full compliance with FAR 52.222-41. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under FAR 52.222-41.

3.10 If this Contract supports a Government program, FAR 52.204-27, Prohibition on a ByteDance Covered Application, applies.  This clause prohibits use a covered application on any information technology owned or managed by the Government or Lockheed Martin, or on any information technology used or provided by Seller under this Contract (including equipment provided by Seller’s employees). “Covered application” is defined under the FAR as the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.