

100 (1/25/22)

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 Each line item on the purchase order must be shipped in separate packaging. 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 Beginning 1/27/2022, a hard stop error will be added to the SHIP TO LMC process 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.