

**PURCHASE ORDER TERMS AND CONDITIONS FOR ARCHITECT-ENGINEER  
SERVICES APPENDIX "B"**

REV. 1—NOV. 7, 2016  
ORIGINAL—JUNE 14, 2000

1. ACCEPTANCE

The acceptance of this Purchase Order, by acknowledgment or performance of services, shall constitute acceptance of the conditions set forth below and on the face of this Purchase Order. No purported acceptance of this Purchase Order on terms and conditions which modify, supersede, or otherwise alter the terms and conditions hereof shall be binding upon Buyer.

2. DELIVERY

Delivery must be in strict compliance with the schedule contained in the Statement of Work, attached hereto and incorporated herein by this reference.

3. INSPECTION OF SERVICES

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in the performance of services.
- (b) The Seller shall provide and maintain an inspection system acceptable to the Buyer covering the services under this Purchase Order. Complete records of all inspection work performed by the Seller shall be maintained and made available to the Buyer during Purchase Order performance and for as long afterwards as the Purchase Order requires.
- (c) The Buyer has the right to inspect and test all services called for by the Purchase Order, to the extent practicable at all times and places during the term of the Purchase Order. The Buyer shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services do not conform with Purchase Order requirements, the Buyer may require the Seller to perform the services again in conformity with Purchase Order requirements at no increase in Purchase Order price. When the defects in services cannot be corrected by re-performance, the Buyer may (1) require the Seller to take necessary action to ensure that future performance conforms to Purchase Order requirements and (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
- (e) If the Seller fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Purchase Order requirements, the Buyer may (1) by contract or otherwise, perform the

services and charge to the Seller any cost incurred by the Buyer that is directly related to the performance of such service or (2) terminate the Purchase Order for default.

#### 4. PRICES

Unless otherwise specified, prices shall include all federal, state and local taxes. Seller warrants that prices charged for the services are not higher than those charged to any other customer, including the Government, for services of like grade and quality in similar or lesser quantities.

#### 5. PAYMENT

- (a) The Seller shall submit monthly estimates of the amount and value of the work accomplished and services performed and ensure that such work and services meet the standards of quality established under or required by this Purchase Order. The estimates and two (2) copies of an invoice shall be prepared by the Seller, accompanied by any required supporting data, and submitted to the Buyer for review.
- (b) Upon approval of the estimate by the Buyer, payment upon receipt of a properly executed invoice shall be made to the Seller, as soon as practicable, of 90 percent of the approved amount, less all previous payments. Whenever the Buyer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Buyer, the Buyer may release the excess amount to the Seller.
- (c) Upon satisfactory completion by the Seller and acceptance by the Buyer of the work done by the Seller under the "Statement of Architect-Engineer Services", the Seller will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. Upon satisfactory completion and Buyer's final acceptance of the work, the Seller shall be paid any unpaid balance of money due under this Purchase Order.
- (d) Before final payment under this Purchase Order or before settlement upon termination of the Purchase Order, the Seller shall execute and deliver to the Buyer a release of all claims against the Buyer arising under or by virtue of this Purchase Order, other than any claim that is specifically excepted by the Seller from the operation of the release in an amount stated in the release.

## 6. WARRANTY OF SERVICES

- (a) Notwithstanding inspection and acceptance by the Buyer or any provision concerning the conclusiveness thereof, the Seller warrants that all services and any supplies that may be used or delivered in connection with the services performed under this Purchase Order will be free from defects in workmanship and conform to the requirements of this Purchase Order. The Buyer shall give written notice of any such defect or nonconformance to the Seller within twelve (12) months of the performance of the services. Such notice shall state either (i) that the Seller shall correct or re-perform any defective or non-conforming services, or (ii) that the Buyer does not require correction or re-performance. If the Seller is required to correct or re-perform, it shall be at no cost to the Buyer. Any services corrected or re-performed by the Seller pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If the Seller fails or refuses to correct or re-perform, the Buyer may, by Purchase Order or otherwise, correct or replace with similar services and charge to the Seller the cost occasioned to the Buyer thereby, or obtain an equitable adjustment in the Purchase Order price.
- (b) Year 2000 compliant, as used in this clause, means that with respect to information technology, that the information technology accurately processes date/time data (including but not limited to, calculating, comparing, and sequencing) from, to, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

Any and all products provided hereunder will be Year 2000 compliant at the time of delivery to Lockheed Martin Corporation (Lockheed Martin), including but not limited to accurately inputting, storing, manipulating, comparing, calculating, updating, displaying, outputting, and transferring such dates and data unless otherwise expressly provided herein by Lockheed Martin.

This provision takes precedence over all other provisions of this agreement with respect to Year 2000 compliance. In the event of a discovery of any non-compliance, either before, concurrent with, or subsequent to delivery of a good or service under this agreement, the discovering party shall notify the other party within five (5) business days of discovery. If the defective good or service is being presented for acceptance or has already been delivered, at Lockheed Martin's option, the defective good or service shall be repaired or replaced within ten (10) business days of such notice at no cost to Lockheed Martin.

Nothing in this provision shall be construed to limit any other rights or remedies under this contract, at law or in equity that Lockheed Martin may have with respect to Year 2000 compliance.

- (c) The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this PO.

## 7. COMPLIANCE WITH LAWS AND REGULATIONS

Seller shall comply with applicable statutes, rules, regulations and orders of the United States, and of any State or political subdivision thereof, and agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation.

## 8. CHANGES

The Buyer may at any time, by written order and without notice to the sureties, if any, make changes within the general scope of this Purchase Order in the services to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Buyer shall make an equitable adjustment in the Purchase Order price, the delivery schedule, or both, and shall modify the Purchase Order. The Seller must assert its right to an adjustment under this clause within 20 days from the date of receipt of the written order. Any claim not so made by Seller shall be deemed to have been waived, however, if the Buyer decides in its sole discretion that the facts justify it, the Buyer may receive and act upon a proposal submitted before final payment of the Purchase Order. If the Seller's proposal includes the cost of property made obsolete or excess by the change, the Buyer shall have the right to prescribe the manner of the disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Seller from proceeding with the Purchase Order as changed. No services for which an additional cost or fee will be charged by the Seller shall be furnished without the prior written authorization of the Buyer.

## 9. SUSPENSION OF WORK

- (a) The Buyer may order the Seller, in writing, to suspend, delay, or interrupt all or any part of the work of this Purchase Order for the period of time that the Buyer determines appropriate for the convenience of the Buyer.
- (b) If the performance of all or any part of the work is, suspended, delayed, or interrupted for an unreasonable period of time, (1) by an act of the Buyer in the administration of this Purchase Order, or (2) by the Buyer's failure to act

within the time specified in this Purchase Order (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Purchase Order (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Purchase Order shall be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Seller, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Purchase Order.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Seller shall have notified the Buyer in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Purchase Order.

## 10. TERMINATION

- (a) The Buyer may terminate this Purchase Order in whole or, from time to time, in part, for the Buyer's convenience or because of the failure of the Seller to fulfill the Purchase Order obligations. The Buyer shall terminate by delivering to the Seller a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Seller shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Buyer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Purchase Order, whether completed or in process.
- (b) If the termination is for the convenience of the Buyer, the Buyer shall make an equitable adjustment in the Purchase Order price but shall allow no anticipated profit on unperformed services.
- (c) If the termination is for failure of the Seller to fulfill the Purchase Order obligations, the Buyer may complete the work by Purchase Order or otherwise and the Seller shall be liable for any additional cost incurred by the Buyer.
- (d) If after termination for failure to fill Purchase Order obligations, it is determined that the Seller had not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Buyer.

- (e) The rights and remedies of the Buyer provided in this clause are in addition to any other rights and remedies provided by law or under this Purchase Order.

## 11. RIGHTS AND RESERVATIONS

All data and software, including without limitation, drawings, specifications and documentation, and all material, including without limitation, tools, dies, patterns, samples, devices and improvements, and all other information prepared, created or developed in connection with this Purchase Order or furnished to Seller by Buyer, or paid for in whole or in part by Buyer (hereinafter referred to as "Property") are and shall be owned solely by Buyer or the Government. Seller shall not use or disclose to others all or any part of such Property without specific prior written permission of Buyer. Seller shall disclose to Buyer and hereby transfers, assigns and sets over to Buyer the entirety of any and all patents, copyrights, mask works and/or trade secrets in such Property, which may be possessed or become possessed by Seller as author and/or otherwise. Prior to any printing required under the terms of this Purchase Order, Seller shall request in writing from Buyer the legends and notices, if any, to be affixed on such Property at the time of printing.

Any data, software, material and/or information developed by Seller solely at its expense, and/or solely at the expense of any of its subcontractors other than Buyer, and delivered and/or required to be delivered hereunder (hereinafter referred to as "Other Data"), shall be furnished without restriction as to Buyer's right to use and/or disclose such Other Data, and free of all legends and notices unless such Other Data is specifically identified in a Proprietary Data Agreement incorporated into this Purchase Order.

## 12. PATENTS, COPYRIGHTS, MASK WORKS, AND TRADE SECRETS

Seller agrees to defend, indemnify and hold harmless Buyer, its customers and agents against any liability, including without limitation, costs, expenses and attorney's fees, for or by reason of any actual or alleged infringement of any patent, copyright, mask works and/or trade secret arising out of the manufacture, use, sale, delivery or disposal of goods or services furnished under this Purchase Order.

## 13. WORK ON BUYER'S PREMISES

In the event that Seller, Seller's employees or agents enter Buyer's premises for any reason in connection with this Purchase Order, Seller and such other parties shall observe all military security regulations including the Buyer's "Contractors Safety Handbook (FZM 7206)". The Seller shall defend, indemnify and hold Buyer harmless from all claims, actions, demands, loss and causes of action

arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from acts or omissions of Seller, Seller's employees or agents, save and except damage caused by the sole negligence of Buyer. The Seller shall maintain an accurate record of, and shall report to the Buyer in the manner and on the forms prescribed by the Buyer, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and damage to property, material, supplies and equipment incident to work performed under this Purchase Order. The Buyer will notify the Seller of any noncompliance with the foregoing provisions and the required corrective action. After receipt of such notice, Seller shall immediately take corrective action. If the Seller fails or refuses to comply promptly, the Buyer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of a claim for an extension of time or for excess costs or damages by the Seller.

#### 14. INSURANCE

Seller, and any subcontractor used by Seller in connection with this Purchase Order, shall carry Workmen's Compensation and Employees' Liability Insurance to cover Seller's and subcontractors' legal liability for accidents to their employees. Seller and its subcontractors shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors for accidents arising out of the operations of Seller or such subcontractors which result in bodily injury, including death, of any person or person(s), or any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's or subcontractors' insurers showing such coverage in effect and agreeing to give Buyer ten (10) days prior written notice of cancellation of the coverage.

#### 15. ASSIGNMENT AND SUBCONTRACTING

Seller shall not assign this Purchase Order or any portion hereof, nor shall Seller subcontract for completed or substantially completed services purchased hereunder, without prior written consent of Buyer.

#### 16. NOTICES

All notices required or permitted hereunder shall be in writing, delivered personally or sent by United States certified or registered mail addressed to Seller or Buyer, as applicable, to the addresses on this Purchase Order, with postage thereon fully prepaid. The notice shall be effective at the time of mailing.

## 17. WAIVER

Failure by Buyer either to enforce at any time the provisions hereof or to protest at any time any breach or default thereof shall not be construed as evidence to interpret the requirements of this PO, nor as a waiver of the requirements of such provisions, nor of the right of Buyer thereafter to enforce each and every such provision. Buyer's approval of documents shall not relieve Seller from compliance with specifications related to this PO. All rights and obligations hereunder shall survive final performance of this PO.

## 18. DISPUTES

Except as otherwise provided in this PO, Buyer and Seller shall have the right to redress any dispute arising under or related to this PO, which is not disposed of by agreement, by pursuing any right or remedy which Buyer or Seller, as the case maybe, may have at law, or in equity, or under this PO in any United States court of competent jurisdiction. Pending resolution of any dispute, Seller shall proceed diligently with the performance of work, including the delivery of Items in accordance with Buyer's direction. Upon resolution of any such dispute, this PO shall be equitably adjusted, if necessary, to reflect such resolution.

## 19. APPLICABLE LAW

This Purchase Order shall be construed in accordance with the laws of the state in which this PO is awarded, excluding its choice of law rules.

## 20. RELEASE OF INFORMATION

The Seller agrees not to divulge or release any information developed or obtained in connection with the performance of this contract concerning the details of performance of this contract or any possible construction based on the results thereof (including but not limited to plans, specifications, location, time or estimated cost of construction), except to authorized representatives of Buyer or upon the prior written approval of Buyer.

## 21. ADVERTISING

Seller shall not, without first obtaining the written consent of the Buyer, advertise or publish the fact that the Seller has furnished or contracted to furnish to the Buyer the articles of work herein mentioned.

## 22. SEVERABILITY OF PROVISIONS

Any provision of this PO that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition; and, shall be

unenforceable in that jurisdiction without invalidating the remaining provisions hereof, or affecting the validity or enforceability of such provisions in any other jurisdiction.

### 23. SUPERSEDING STATEMENT

This PO contains the entire agreement between Buyer and Seller and is not subject to variation, irrespective of the wording of Seller's acceptance. This PO supersedes any and all prior agreements of the Buyer and Seller, whether oral or written, concerning the subject matter hereof.

### 24. CONTRACTUAL COMMITMENTS

The parties agree that there shall be no adjustment in the price, time for performance or any other provision of this PO unless Buyer's authorized representative shall have issued a written order directing a change hereto.

### 25. PROJECT MANAGEMENT

- (a) The Seller shall appoint a Project Manager to serve as the single point of contact for all work under this Purchase Order.
- (b) The Buyer shall appoint a project engineer and all contacts with the Buyer pertaining to the technical development of the design shall be coordinated with the Buyer's Project Engineer.
- (c) The Seller shall prepare written records of all meetings, discussions, site investigations and directions related to the design. These records shall be titled "Confirmation Notice", be numbered consecutively, and be complete in identifying participating personnel, subjects discussed, conclusions and decisions. The Confirmation Notices shall be forwarded to the Buyer's Project Engineer within two working days following the transaction.
- (d) A "Pre-Design Conference" will be scheduled at the discretion of Buyer's Project Engineer. The Seller shall be represented at this meeting by the principal engineers who will actively participate in the development of design work.
- (e) The design shall be accomplished by, or reviewed and approved by, architects or engineers registered in the state from which this PO is issued to practice in the professional field involved. The Seller or his authorized representative shall sign the original tracings of all drawings and the first page of all specifications, estimates, or similar documents under the Seller's printed name and over the affixed replica of his professional seal or his registration certificate number.

- (f) All design work shall conform to accepted standards of the architectural and engineering professions. Notwithstanding any review, acceptance or approval by the Buyer, the Seller shall be responsible for the professional and technical quality of all designs, drawings, specifications and other material produced under this contract; for the professional quality and adequacy of the service and material furnished; and for compliance with design criteria specified by the Buyer for use under this Purchase Order.

## 26. BASIS OF DESIGN

- (a) The Seller shall conform to all current rules and regulations of local, state, and national regulatory agencies having jurisdiction, and shall conform to all current standards and specifications pertinent to the design task involving the architectural, structural, mechanical and electrical disciplines and associated crafts.
- (b) The Seller shall reasonably attempt to limit the scope of the design to an extent that will keep the cost of construction within the programmed amount, including an allowance for unanticipated construction costs if provided by the Buyer.
- (c) The design shall, to the maximum extent possible, exclude restrictive features which require furnishing products of a particular manufacturer. The materials and services shall be described in a manner that will encourage maximum competition. When an item or material cannot be described because of its technical construction or composition, or because it is a proprietary item, the name of one (and several if available) suitable commercial products shall be included as part of the required description, followed by the words "or equal". If it is determined that only one brand of an item will meet the requirement, the Seller shall so state and give full justification for that determination.
- (d) The Seller shall verify all measurements furnished by the Buyer and shall take all field measurements as required for the project.

## 27. TECHNICAL REVIEW

- (a) Buyer's Project Engineer will coordinate periodic reviews by the Buyer at the Seller's office, to the extent Buyer considers necessary. The Seller will be notified as far in advance as possible of these visits and reviews.
- (b) The Seller shall request that a conference be held to resolve the problem if, during the design period, Seller discovers that the Statement of Work cannot be followed, discrepancies exist in the data received, the cost estimate will be in excess of the programmed amount, or an alternate proposal should be considered.

## 28. GOVERNMENT CONTRACTS

If this Purchase Order is issued under a United States Government prime contract or subcontract then, notwithstanding any other provisions hereof, the following terms and conditions apply and shall control over any conflicting terms and conditions set forth elsewhere in this Purchase Order.

(a) CONTRACTOR certifies that—

As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), CONTRACTOR will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

None of its owned or operated facilities to be used in the performance of this Contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

- (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or
- (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands,

the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

- (b) Amendments Required by Prime: Seller agrees that upon Buyer's request, it will from time to time enter into amendments of this PO to incorporate additional provisions herein or to change the provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the prime contract(s) or with the provisions of amendments to the prime contract(s) under which this PO is issued. If any such amendment to this PO causes an increase or decrease in the cost of this PO, or the time required for performance of this PO, an equitable adjustment shall be made in the price or delivery schedule, or both, in accordance with the provisions of this PO's "Changes" clause.
- (c) Governing Law: This PO shall be construed, interpreted and applied in accordance with the Federal law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals. To the extent that the Federal law of Government contracts is not dispositive, the laws of the state where this PO was issued shall apply, excluding its choice-of-law rules.
- (d) Rescission, Adjustment or Termination for Illegal or Improper Activity
  - (1) In the event the Government takes action pursuant to FAR 52.203-8, "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity," to cancel the solicitation or rescind the prime contract to which this PO relates, and such action results from Seller's violation of subsection (a), (b), (c) or (d) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) ("the Act") as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104- 106), Buyer may (1) rescind this PO; (2) recover from Seller all amounts paid by Buyer to Seller in connection with this PO; (3) recover from Seller any amounts, including any penalty prescribed by law, which Buyer is required to pay to the Government; and (4) recover from Seller any other costs, expenses, liabilities, incurred by Buyer in connection with Seller's violation of the Act.
  - (2) Seller agrees to pay Buyer the amount Buyer's price or fee is reduced by the Government pursuant to FAR clause 52.203-10, entitled "Price or Fee Adjustment for Illegal or Improper Activity," to the extent such reduction results from Seller's violation of the Act, as amended (41 U.S.C. 423), and as implemented in the FAR. In the event the Government terminates for

default any of Buyer's prime contracts under which this PO is issued, as a result of Seller violation of the Act, Buyer shall have the right to terminate this PO for default in whole or in part.

- (3) Buyer's rights and remedies under this clause shall be in addition to any other rights and remedies provided by law, regulation, or under this PO.
- (e) Notification of Debarment/Suspension Status: Seller shall provide immediate notice to Buyer in the event of being suspended, debarred, proposed for debarment or declared ineligible for the award of contracts, by any Federal Agency, during the performance of this PO.
- (f) Delete Article 12. Patents Copyrights, Mask Works and Trade Secrets of page 5 in its entirety and substitute the following in lieu thereof:
  - (i) Patents, Copyrights , Mask Works, and Trade Secrets Seller agrees to defend, indemnify and hold harmless Buyer, its customers and agents, against any liability, including without limitation, costs, expenses and attorney's fees, for or by reason of any actual or alleged infringement of any patent, copyright, mask work or trade secret arising out of the manufacture, use, sale, delivery or disposal of goods furnished under this P.O., and not attributable to Seller's compliance with Buyer's detail design and stated requirement for specific structure. Buyer shall notify Seller as soon as practicable of any claim of infringement resulting therefrom received by Buyer. In the event of any such claim against Buyer, Seller shall furnish to Buyer, when so notified by Buyer, all evidence and information in the possession of Seller pertaining to such claim. Seller shall report to Buyer promptly and in reasonable written detail each notice or claim of patent, copyright, mask work or trade secret infringement relating to the performance of this P.O. of which Seller has knowledge. The indemnity and hold harmless provisions of this clause shall not be applicable to actual or alleged patent infringements if this P.O. is issued under a Government prime contract which contains FAR Clause 52.227-1, "Authorization and Consent", with its Alternate 1. Where payment is made for or results in experimental, developmental, or research work performed under this P.O., then unless this P.O. is issued under a Government prime contract, Seller shall disclose and does hereby assign to Buyer all inventions resulting therefrom and shall assist Buyer, to the extent reasonably requested, in securing and defending patent protection thereon, and does grant Buyer the right to use for any purpose all data specified to be delivered hereunder.

(ii) Patents and Data:

The clauses related to Patents and Data in the FAR and DFARS which are incorporated in the prime contract(s) under which this P.O. is issued, are hereby incorporated herein by reference. Seller is cognizant of such provisions and agrees to comply with such provisions as "Contractor". Notwithstanding the foregoing, if this P.O. is not for experimental, developmental, or research work, the "Patent Rights-Retention By Contractor " clauses do not apply to Seller. Unless otherwise specified in this P.O., all technical data and/or computer software and computer software documentation which are required to be furnished by Seller under this P.O. shall be furnished with "Unlimited Rights".