
SELLER'S RELEASE

Pursuant to the terms of Subcontract No. _____ and in consideration of the sum of _____, which has been or is to be paid under the (Total of amounts paid and payable)

said subcontract to _____ (hereinafter called the (Seller's name and address)

Seller) or his assignees, if any, the Seller upon payment of the said sum by Lockheed Martin Energy Systems, Inc. (hereinafter called the Company), does hereby remise, release, and discharge the Company, the Government, their officers, agents, and employees of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subcontract, except:

A. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Seller, as follows (if none, so state):

_____.

B. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Seller to third parties arising out of the performance of the said subcontract, which are not known to the Seller on the date of the execution of this release and of which the Seller gives notice in writing to the Company within the time period specified in said subcontract.

C. Claims for reimbursement of costs including reasonable expenses incidental thereto, incurred by the Seller under the provisions of the said subcontract relating to patents.

D. When the subcontract includes an article entitled "Additional Technical Data Requirements," claims pursuant to such article when, within the one-year period after final payment under the subcontract, the Company requests in writing that the Seller furnish such data.

The Seller agrees, in connection with patent matters and with claims which are not released as set forth above, that he will comply with all of the provisions of the said subcontract, including without limitation, those provisions relating to notification to the Company and relating to the defense or prosecution of litigation.

The Seller further agrees that payments on account of claims not released as set forth above shall be subject to adjustment in accordance with the clause of the subcontract entitled "Allowable Cost, Incentive Fee and Payment," if such clause is a provision of the subcontract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 19_____.

(Seller)

BY _____

TITLE _____