

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
FA8625-16-D-6458 Five Year Ordering Contract (FYOC)

and

FA8625-18-F-7027 Multi Year III Production Contract

Generated using Lockheed Martin CorpDocs Version 2017

27 April 2017 – Original

08 January 2019 – Revision 01

28 February 2019 – Revision 02

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

To the extent that any clause included in this document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (MAY 2014)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

DFARS 252.225-7021 TRADE AGREEMENTS (DEC 2016)

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (NOV 2015) Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, Seller shall report required executive compensation by posting the information to the System for Award Management (SAM) database. All information posted will be available to the general public.

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA ((Deviation 2018-00015) (MAY 2018) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA MODIFICATION (Deviation 2018-00015) (MAY 2018) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

FAR 52.222-26 EQUAL OPPORTUNITY (APR 2015)

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001) Applies if the Work contains or is manufactured with ozone-depleting substances.

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2015)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (OCT 2015) Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.

DFARS 252.204-7009 LIMITATIONS ON THE USE AND DISCLOSURE OF THIRD PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (DEC 2015) Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015) Applies if this Contract is for operationally critical support or for which performance will involve a covered contractor information system that processes, stores, or transmits covered defense information as those terms are defined in the clause. Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent.

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (NOV 2014)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUN 2013) Applies if the Work furnished includes specialty metals. Paragraph (d) is deleted.

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2011)
"Contracting Officer" means "Lockheed Martin" or "Contracting Officer."

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014) Paragraph (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) and paragraph (c)(4) "Government" means "Lockheed Martin and the Government." In paragraph (c)(6) "Contracting Officer" means "Lockheed Martin and the Contracting Officer."

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.203-16 – Preventing Personal Conflicts of Interest (Dec 2011) (Does not apply for Commercial Items as defined in FAR 2.101)

FAR 52.208-8 – Required Sources for Helium and Helium Usage Data (APR 2002) (Applies if Seller will furnish a major helium requirement as defined in the clause). In paragraph (b) "Contracting Officer" means "Buyer."

FAR 52.215-2 ALT I – Alternate I – Audits and Records – Negotiation (MAR 2009) (Applies if this contract exceeds \$100,000 and if (1) this is a cost-reimbursement, incentive, time and materials or price-redeterminable contract, (2) if Seller was required to furnish cost or pricing data, or (3) this contract requires Seller to furnish cost, funding or performance reports. Alternate I applies if Seller is an educational institution or non-profit institution).

FAR 52.216-16 – Incentive Price Revision Firm Target (Oct 1997) "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract. (Applies if this is an incentive contract.)

FAR 52.217-2 – Cancellation Under Multi-Year Contracts (Oct 1997) (Applies to multi-year subcontracts). "Contracting Officer" and "Government" means "Lockheed Martin". In paragraph (e) "1 year" is changed to "6 months".

FAR 52.224-1 – Privacy Act Notification (Apr 1984)

FAR 52.224-2 – Privacy Act (Apr 1984) Applies if this contract is for the design, development, or operation of such a system of records.

FAR 52.229-8 – Taxes – Foreign Cost Reimbursement Contracts (Mar 1990) In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with _____. (Applies if this is a cost reimbursement contract.)

FAR 52.232-16 – Progress Payments (Apr 2012) "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government."

FAR 52.232-17 – Interest (May 2014) "Government" means "Lockheed Martin".

FAR 52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)

FAR 52.239-1 – Privacy or Security Safeguards (Aug 1996)

FAR 52.243-2 ALT I – Alternate I – Changes Cost Reimbursement (Apr 1984) "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted. (Applies if this is a cost reimbursement contract.)

FAR 52.245-2 – Government Property Installation Operation Services (Apr 2012) Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin."

FAR 52.245-9 – Use and Charges (Apr 2012) Communications with the Government under this clause will be made through Lockheed Martin.

FAR 52.246-2 ALT I – Alternate I – Inspection of Supplies Fixed-Price (Jul 1985) "Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin."

FAR 52.246-15 – Certificate of Conformance (Apr 1984) (Applies where SELLER will make direct shipments to the Government.)

DFARS 252.203-7002 – Requirement to Inform Employees or Whistleblower Rights (Sep 2013)

DFARS 252.203-7004 – Display of Fraud Hotline Posters (Oct 2015) Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.

DFARS 252.204-7009 – Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Incident Information (Dec 2015) – (Applies if this contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

DFARS 252.208-7000 – Intent to Furnish Precious Metals as Government-Furnished Material (DEC 1991) (Applies if the subcontract involves precious metals.)

DFARS 252.211-7005 – Substitutions for Military or Federal Specifications and Standards (Nov 2005)

DFARS 252.211-7006 – Passive Radio Frequency Identification (Sep 2011)

DFARS 252.216-7009 – Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding (Sep 2013)

DFARS 252.217-7026 – Identification of Sources of Supply (Nov 1995) The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified).

DFARS 252.217-7028 – Over and Above Work (Dec 1991) "Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.

DFARS 252.219-7004 – Small Business Subcontracting Plan (Test Program) (Oct 2014)

DFARS 252.225-7027 – Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)

DFARS 252.225-7028 – Exclusionary Policies and Practices of Foreign Governments (Apr 2003)

DFARS 252.225-7040 – Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (Oct 2015)

Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.

DFARS 252.225-7997 – (Deviation 2010 – O0014) Additional Requirements and Responsibilities Relating to Alleged Crimes by or Against Contractor Personnel in Iraq and Afghanistan (Deviation) (Aug 2013) – (Applies in any subcontracts in Iraq or Afghanistan)

DFARS 252.227-7017 – Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011) "Offeror" means "Seller." Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.

DFARS 252.228-7001 – Ground and Flight Risk (Jun 2010) In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.

DFARS 252.234-7004 – Cost and Software Data Reporting System (Nov 2014) In paragraph (b), "Government" means Lockheed Martin. (Applies to contracts that exceed \$50 million. Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.243-7002 – Requests for Equitable Adjustment (DEC 2012) "Government" means "Lockheed Martin."

DFARS 252.245-7001 – Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

DFARS 252.245-7004 – Reporting, Reutilization, and Disposal (Mar 2015) “Contracting Officer” means Lockheed Martin.

DFARS 252.246-7000 – Material Inspection and Receiving Report (MAR 2008) (Applies if SELLER is shipping direct to the Government.)

AFFARS 5352.223-9000 – Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012) – The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.223-9001 – Health and Safety on Government Installations (Nov 2012) "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.242-9000 – Contractor Access to Air Force Installations (NOV 2012) "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

AFFARS 5352.242-9001 – Common Access Cards (CACs) for Contractor Personnel (Nov 2012) – (Applies if Seller will perform work on a government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.)

PART IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, “Government” means the United States Government. The following Section H clauses are incorporated into the Contract:

H-028 HISTORY OF COMMERCIAL TECHNICAL DATA AND SOFTWARE (JUL 2016) In this clause, “Contractor” means “SELLER”. SELLER shall flow down this clause to its subcontractors.

This clause is provided to flow down Government agreements and governing regulations as it relates to this contract as follows:

(1) Technical data pertaining to items, components, or processes or computer software generated or delivered by either Contractor or its subcontractors under prior contracts from September 29, 1995 to October 18, 2006, will be treated as if the C-130J was a commercial item.

(2) Technical data pertaining to items, components, or processes developed after October 18, 2006 by either Contractor or its subcontractors will be governed by DFARS 252.227-7013 (Jun 2013) or 252.227-7015 (Jun 2013), as applicable.

(3) Commercial computer software developed exclusively at private expense by either Contractor or its subcontractors from September 29, 1995 to October 18, 2006 shall be governed by FAR 52.227-19 (Dec 2007).

(4) Commercial computer software developed exclusively at private expense after October 18, 2006 by either Contractor or its subcontractors shall be governed by a software license agreement customarily provided to the public, provided said licenses are consistent with Federal law and satisfy the needs of the user.

(5) Noncommercial computer software developed by either Contractor or its subcontractors shall be governed by DFARS 252.227-7014 (May 2013).

H-122 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS FOR TECHNICAL DATA AND COMPUTER SOFTWARE (Dec 2016) In this clause, "Contractor" means "SELLER". SELLER shall flow down this clause to its subcontractors.

(a) Definitions. Terms used in this special contract requirement (SCR) have the same meaning as set forth in the following clauses:

- 1) DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items;
- 2) DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation;
- 3) DFARS 252.227-7015, Technical Data - Commercial Items; and
- 4) DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions.

(b) Identification and Assertion of Use, Release, or Disclosure Restrictions. The Contractor shall assert to all noncommercial technical data and noncommercial computer software in accordance with DFARS 252.227-7017. The Contractor shall also assert to all commercial technical data (that is, technical data governed by DFARS 252.227-7015) for which the Contractor intends the Government to take less than an unrestricted right, in the format set forth in DFARS 252.227-7017. When providing assertions in accordance with or in the format set forth in DFARS 252.227-7017, the Contractor shall ensure that the technical data and computer software are identified by specific reference to the requirement for the delivery of that technical data or computer software in the contract (e.g., by referencing the associated CLINs, SDRs, or paragraphs in the statement of work).

(c) Updates. The Contractor (including its subcontractors or suppliers at any tier) may supplement or revise assertions in accordance with the DFARS 252.227-7013(e) and/or 252.227-7014(e), as applicable, based upon new information or inadvertent omissions in the format referenced in paragraph (b) above. DFARS 252.227-7013(e) and 252.227-7014(e) shall apply to assertions for noncommercial technical data and noncommercial computer software, respectively. Further, with respect to technical data governed by DFARS 252.227-7015, the Contractor (including its subcontractors or suppliers at any tier) may supplement or revise assertions based upon new information or inadvertent omissions following the procedures of DFARS 252.227-7013(e) and in the format referenced in paragraph (b) above.

(d) All DFARS clauses contained in this contract remain in effect. In the event there is any conflict between the language in this clause H-122 and the terms of any DFARS clauses contained in this contract (i.e. 252.227-7013 (Feb 2014), 252.227-7014 (Feb 2014), 252.227-7015 (Feb 2014), and 252.227-7017 (Jan 2011)), the language in such DFARS clause shall supersede the conflicting language. If any part of this clause H-122 is found to be in conflict with a DFARS clause contained in this contract (i.e. 252.227-7013 (Feb 2014), 252.227-7014 (Feb 2014), 252.227-7015 (Feb 2014), and 252.227-7017 (Jan 2011)), the remaining language in this clause H-122 will continue to be valid and enforceable.

