

APPENDIX PS

SUPPLEMENTAL TERMS AND CONDITIONS TO CORPDOCs FOR
ALLOCATED MATERIAL

February 5, 2014

Revision 2

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.

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 CorpDocs shall take precedence.

FAR 52.211-15, "DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS" (APR 2008). Subcontracts which are issued under a rated prime contract must carry the same rating as the prime contract.

FAR 52.216-26, "PAYMENT OF ALLOWABLE COSTS BEFORE DEFINITIZATION" (DEC 2002). Applies to letter contracts. (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

FAR 52.227-3 PATENT INDEMNITY (APR 1984) Alt II This patent indemnification shall apply to Commercial Item (as defined in FAR 2.101) included within the end item deliverable.

FAR 52.228-3, "WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)" (APR 1984). Applies if SELLER will perform Work subject to the Defense Base Act (42 U.S.C. 1651 et. seq.).

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." (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

FAR 52.245-9, "USE AND CHARGES" (APR 2012). (Communications with the Government under this clause will be made through LOCKHEED MARTIN.) (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

FAR 52.246-15, "CERTIFICATE OF CONFORMANCE" (AUG 1984). Applies if shipping is direct to the Government.

DFARS 252.204-7000, DISCLOSURE OF INFORMATION (Aug 2013). (In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days".) (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

DFARS 252.211-7005, SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005)

DFARS 252.225-7012, "PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES" (JUN 2012). (Applies if Seller is furnishing any of the items covered by this clause)

DFARS 252.225-7027, "RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES" (APR 2003). The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted

DFARS 252.225-7028, "EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS" (APR 2003). (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

DFARS 252.225-7032, "WAIVER OF UNITED KINGDOM LEVIES – EVALUATION OF OFFERS" (APR 2003). (Applies if Seller is a United Kingdom firm. "Contracting Officer" means "LOCKHEED MARTIN") (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

DFARS 252.243-7002, "REQUEST FOR EQUITABLE ADJUSTMENT" (MAR 1998). ("Government" means "LOCKHEED MARTIN") (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

DFARS 252.244-7000, "SUBCONTRACT FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS" (JUN 2012).

DFARS 252.246-7001, "WARRANTY OF DATA" (DEC 1991). Applies if Seller is required to provide data. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: "The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government." (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

AFFARS 5352.223-9000, "ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)" (APR 2003). (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

H-1 INFORMATION SECURITY ASSURANCE

- (a) SELLER certifies and represents that it has established Information Security Assurance processes sufficient to adequately protect data and information of LOCKHEED MARTIN, its subsidiaries, suppliers, teammates, contractors and agents.
- (b) SELLER shall monitor and update its Information Security Assurance processes as necessary to ensure the data and information of LOCKHEED MARTIN, its subsidiaries, suppliers, teammates, contractors and agents, is adequately protected during the term of this Purchase Order or for longer periods as may be specified in this Purchase Order.
- (c) Records of SELLER's Information Security Assurance processes shall be kept complete and available to LOCKHEED MARTIN and its customers during the performance of this Purchase Order and for such longer periods as may be specified in this Purchase Order.
- (d) LOCKHEED MARTIN shall have the right to audit SELLER's Information Security Assurance processes. In the event SELLER's Information Security Assurance processes do not adequately protect the data or information, LOCKHEED MARTIN shall have the right to deny or revoke SELLER's access to any or all LOCKHEED MARTIN computing system(s). Denial or revocation of access to any or all LOCKHEED MARTIN computing system(s) shall not alter or change SELLER's obligations under this Contract.
- (e) The rights and remedies available to LOCKHEED MARTIN in this paragraph are in addition to any other rights and remedies provided in this Purchase Order, any Proprietary Information Agreement between the parties, at law or in equity