

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

F-22 LOT 10
 CONTRACT NUMBER FA8611-09-C-2900

Generated using Lockheed Martin CorpDocs 2011 Version

20 September 2011

The following are the provisional supplemental terms and conditions to be incorporated, in addition to those other terms and conditions (e.g., CorpDoc 3, CorpDoc 3a), into subcontracts issued under the F-22 Lot 10 Prime Contract FA8611-09-C-2900

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 this document shall take precedence.

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

1. The following C Clauses are added:

C004 INCORPORATED DOCUMENTS/REQUIREMENTS - ALTERNATE (Feb 2006)

The following documents, as they may be amended below, are a part of this contract: All specification, exhibits, drawings or other documents which are referred to in this contract, whether or not attached, are incorporated herein by reference.

2. The following D Clauses are added:

D001 PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS (FEB 1997) (TAILORED) (Applies if Seller provides COMSEC parts.)

All preservation, packaging, packing and marking of COMSEC shall be set forth in accordance with the DD Form 254, DoD Contract Security Classification Specification.

3. The following E Clauses are added:

478 AESW-E002 MATERIAL INSPECTION AND RECEIVING REPORT (Sep 2009) [Include if there will be direct shipments from subcontractor to the Government.] (See Appendix 7D to PM801.)

A copy (electronic copies accepted) of DD Forms 250 shall be forwarded to the following addresses:

a. The purchasing office copy to:

478 AESG/SYK Bldg. 553
2725 C Street
Wright-Patterson AFB OH 45433-7424

b. Copies of all DD Forms 250 shall be provided to Defense Contract Management Agency Lockheed Martin Corporation

Lockheed Martin Aeronautics Company - Fort Worth
P.O. Box 748
Fort Worth TX 76101-0272

c. A copy of all DD Forms 250 provided under CLIN 0002 shall be provided to:

478 AESG/SYC Bldg. 553
2725 C Street
Wright-Patterson AFB OH 45433-7424

4. The following F Clauses are added:

478 AESW-F003 F.O.B. ORIGIN - SELECTION OF MODES (Jun 1998) (Include if there will be direct shipments from subcontractor to the Government.)

When an item is shipped on an FOB origin basis, the U.S. Government will specify the manner in which the move will be affected. A U.S. Government Bill of Lading is typically provided for domestic shipments. Other Government options include, but are not limited to, the use of military freight warrants for shipments originating outside CONUS and the authorization/direction to the Contractor to accomplish the shipment on behalf of the U. S. Government using a prepaid commercial bill of lading. If deliveries on this contract are to be made by Subcontractors or on a co-production basis, these arrangements must not limit the Government's ability to select how a shipment is to be accomplished.

5. The following H Clauses are added:

478 AESW-H009 APPROVALS OBTAINED UNDER EMD APPLICABLE UNDER PRODUCTION – ACCREDITATION OF COMPUTER SYSTEMS/WORKSPACES AND WAIVERS TO SECURITY REQUIREMENTS (OCT 2008)

Contractually authorized accreditation of computer systems, classified workspaces, or waivers/exceptions to security requirements received under the EMD contract or the Production contracts shall be recognized and remain valid during this contract. Seller F-22 Program computer systems and/or workspaces do not require re-accreditation.

478 AESW-H010 REVIEW OF PROPRIETARY DATA (OCT 2008)

The Seller hereby grants its permission to disclose and release any data submitted hereunder marked with a limited, restricted or proprietary rights legend to a support contractor retained by the Government; provided that such support contractor shall be prohibited from further releasing, disclosing or otherwise using such data in accordance with a Non-Disclosure Agreement. The Seller shall include this clause in

all subcontracts hereunder calling for data, with the exception of subcontracts for commercial items.

478 AESW-H011 KOV-20 ADVANCED AVIONICS CRYPTOGRAPHIC UNIT (AACU)/Z-AXF MISSION SUPPORT CRYPTOGRAPHIC UNIT (MSCU) (OCT 2008) (Include only if the Seller is affected.)

(a) KOV-20/Z-AXF Seller

Potential sellers for the production of the KOV-20 AACU and Z-AXF MSCU shall be limited to those on the current list of NSA approved COMSEC sources. Contact NSA/V23 for the current list. No other sellers may be solicited for the production versions of the KOV-20 or Z-AXF without prior consent of the Contracting Officer (478 AESW/PK, Wright-Patterson AFB OH).

478 AESW-H012 SUBCONTRACTOR FLOWDOWNS (OCT 2008)

(a) The Seller is authorized, without any requirement for additional approval, to flow down to its subcontractors the limited risk of loss provisions of SECTION I contract clause FAR 52.245-01 GOVERNMENT PROPERTY (DEVIATION) (JUN 2007). Such authorization shall be limited to subcontractors having Government approved property control systems.

(b) The Seller is authorized, without any requirement for additional approval, to flow down to its subcontractors limitation of liability as provided in SECTION I contract clauses FAR 52.246-23 Limitation of Liability (Feb 1997) and FAR 52.246-24 Limitation of Liability - High Value Items (Feb 1997) Alternate I (Apr 1984); provided however, that 52.246-23 is only flowed down for those subcontractor items with a unit cost less than \$100,000.00 and 52.246-24 is only flowed down for those subcontractor items with a unit cost greater than or equal to \$100,000.00.

478 AESW-H015 SPECIAL TEST EQUIPMENT, SPECIAL TOOLING AND GOVERNMENT FURNISHED PROPERTY (NOV 2005)

(a) On a non-interference basis, the Seller may use and may authorize its subcontractors to use Special Tooling, Special Test Equipment and/or Government Furnished Property (GFP) accountable or approved for use under the F-22 Production programs (F33657-97-C-0030, F33657-97-C-0031, F33657-99-C-0036, F33657-00-C-0020, F33657-01-C-2095, F33657-02-C-0010, FA8611-04-C-2851, FA8611-04-C-2850, FA8611-05-C-2850, and FA8611-06-C-2899) in the performance of this contract.

478 AESW-H019 DEFERRED DELIVERY OF TECHNICAL DATA (FEB 2006)

(a) Lockheed Martin may choose to order the delivery of full Seller EMD Technical Data Packages (TDPs) in accordance with DFARS 252.227-7026 "Deferred Delivery of Technical Data or Computer Software. Such delivery will be in accordance with this contract and attachments thereto.

(b) The Seller shall ensure the subcontractors remain responsible, through their subcontracts, to maintain the currency of their drawings and associated lists, provide access to the F-22 Team/Government personnel upon request, and deliver a complete EMD Technical Data Package as required under this contract.

(c) Lockheed Martin and the Seller agree that the Government's rights in any EMD TDP data described

above shall be subject to the data rights clauses of this contract (including DFAR 252.227-7013 Rights in Technical Data -Noncommercial Items). Any production unique data newly created under this contract shall be subject to the data rights clauses in this contract.

H-XXX NEW MATERIAL

Unless specified elsewhere in this contract or attachments incorporated by reference, Lockheed Martin written approval is required before using "other than new material".

H-XYZ APPROVALS OBTAINED UNDER EMD APPLICABLE UNDER PRODUCTION – FOREIGN NATIONALS / SOURCES

Notwithstanding anything in this PO to the contrary, the notifications and approvals previously provided during the F-22 EMD contract (F33657-91-C-0006), PRTV/PRTV II contract (F33657-97-C-0030), Lot 1 prime contract (F33657-99-C-0036), Lot 2 prime contract (F33657-00-C-0020), Lot 3 prime contract (F33657-01-C-2095), Lot 4 prime contract (F33657-02-C-0010), and Lot 5 prime contract (FA8611-04-C-2851) with respect to the Foreign Nationals or Foreign Sources clauses of the EMD PO between Buyer and Seller shall be applicable to this PO for AFMC FARS 5352.227-9000 Export-Controlled Data Restrictions.

6. The following FAR Clauses are added:

52.203-07 ANTI-KICKBACK PROCEDURES (OCT 2010)

Paragraph (c)(1) does not apply.

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Jan 2009)

Applies if this contract exceeds \$3,000, and is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or is for construction.

52.232-17 INTEREST (Oct 2010)

"Government" means "Lockheed Martin."

52.232-32 PERFORMANCE-BASED PAYMENTS (Aug 2010)

"Contracting Officer" and "Government" means "Lockheed Martin." Subparagraph (c)(2) is deleted.

52.245-09 USE AND CHARGES (AUG 2010)

Applies when Government property will be provided. Communication with the Government will be made through Lockheed Martin.

52.246-23 LIMITATION OF LIABILITY (FEB 1997)

In paragraph (a) the phrase "supplies delivered under this contract" means "supplies delivered under the prime contract "

52.246-24 LIMITATION OF LIABILITY – HIGH-VALUE ITEMS (FEB 1997)

Applies to high value line items only. For the purpose of this clause an item is a high value item if the unit cost of the item exceeds \$100,000. The reference to Government acceptance shall mean "acceptance by the Government of the prime contract end item containing Seller's items."

7. The following FAR Clauses are modified to reflect applicability of dates other than what is in CorpDocs:

52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2005)

Applies if this Contract exceeds the simplified acquisition threshold.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL

SAFETY DATA (JAN 1997) (DEVIATION) (DEC 2000) (SEP 2002)

Applies if this contract involves hazardous materials. "Contracting Officer" means "Lockheed Martin;" "Government" means "Lockheed Martin and the Government." The reference to the U.S. Government contract in the legend in paragraph (e) shall be the prime contract referred to on the face of the contract.

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

52.245-01 GOVERNMENT PROPERTY (DEVIATION) (JUN 2007)

The Jun 2007 Deviation applies with the clause in CorpDocs. "Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) and where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other contractor (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required."

52.248-01 VALUE ENGINEERING (OCT 2010)

Applies if this contract exceeds \$150,000. "Contracting Officer" means "Lockheed Martin," "contracting office" means "US Government contracting office," "Government" means "Lockheed Martin" except in subparagraph (c)(5) where it means "Lockheed Martin and the Government." In paragraph (m) Government is unchanged." Also, "Government" does not mean "Lockheed Martin" in the phrase "Government costs."

8. The following DFARS Clauses are added:

252.211-7006 RADIO FREQUENCY IDENTIFICATION (Feb 2007)

Include in subcontracts where the subcontractor will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause.

252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)

(JAN 2011) Include for participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans. FAR 52.219-9 is required in other subcontracts that meet the criteria specified in that clause.

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2010)

Applies if Seller is furnishing any of the items covered by this clause.

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (DEVIATION) (JUN 2005) – ALTERNATE 1 (APR 2003)

Applies if the Work contains specialty metals.

252.228-7001 GROUND AND FLIGHT RISK (SEP 1996) (TAILORED)

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. In paragraph (a)(2) "Contractor's premises" means the entire Government-owned areas in Cobb County, Georgia, on which is located Air Force Plant No. 6 and Dobbins Air Reserve Base at Marietta, Georgia, including Lockheed Martin-owned areas adjacent thereto. This definition is not intended to broaden or grant the Seller any rights to the use of any portion of the Government reservation not otherwise granted under various facilities contracts, leases and/or other agreements with Lockheed Martin. (TAILORED) In subparagraph (a)(5) "In the open" means at any location on Lockheed Martin's premises after an aircraft, upon completion of final assembly, has left the main factory building at Marietta, Georgia (Air Force Plant No. 6, Building B-1). If an aircraft is sent through a modification line after leaving the main factory building it shall not be considered "in the open" while inside the modification facility. Under these circumstances, "in the open" shall be further defined to mean any location on Lockheed Martin's premises after the aircraft, upon final completion of modification work, has left the building which houses the modification line. Government furnished aircraft shall be considered to be located "in the open" at all times while in Lockheed Martin's possession, care, custody or control. (TAILORED)

252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) Applies if this contract requires securing telecommunications.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
"Government" means "Lockheed Martin."

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
 Applies if this contract requires delivery of Items directly to the Government.

252.246-7001 WARRANTY OF DATA (DEC 1991)
 "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."

9. The following DFARS Clauses are modified to reflect applicability of dates other than what is in CorpDocs:

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (Jan 2009)

252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JAN 2011)
 Applies if the Work furnished includes specialty metals. Paragraph (d) is deleted.

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (DEC 2010) Applies if the contract work contains ball or roller bearings. "Contracting Officer" means "Lockheed Martin or Contracting Officer."

252.227-7015 TECHNICAL DATA—COMMERCIAL ITEMS (NOV 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JAN 2011)

In paragraph (c)(1) "Government" means "Lockheed Martin and Government."

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (OCT 2010)

Applies if this contract equals or exceeds \$650,000. "Contracting Officer" means "Lockheed Martin." Subparagraphs (d)(1) and the first 5 words of subparagraph (d)(2) are deleted.

10. The following AF FARS Clauses are added:

5352.223-9000 ELIMINATION OF USE OF CLASS 1 OZONE DEPELETING SUBSTANCES (ODS) (APR 2003)

The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin."

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997) Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin."

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUG 2007)

Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL-AF SYSTEMS (AUG 2004)

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.

11. The following AFMC FARS Clauses are added:

5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997) "Contracting Officer" means "Lockheed Martin."

5352.247-9005 SHIPPING CONTAINER MARKING (AFMC) (Mar 2003)

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