

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

JAPAN F-2 RESTORATION PROGRAM FOLLOW-ON CONTRACT NUMBER(S)
FSM-22515 and FSM-22556
MITSUBISHI HEAVY INDUSTRIES

Generated using Lockheed Martin CorpDocs 2013 Version

4 April 2013

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

In the event of a conflict between the version or date of a clause set out in this documents and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out 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 dates of the following FAR and DFARS clauses are modified as follows:

RESERVED

2. The following FAR and DFARS clauses are added:

RESERVED

3. The following modifications are made to Corp Doc(s)

A. Reference Lockheed Martin Corporation “CORPDOC 1” dated (2013) or later. The following additions, deletions and alterations shall be made to the indicated Clauses when such CORPDOC is used to procure goods for the Japan F-2 Restoration Follow-On commercial contract noted above:

Clause 20, entitled “INTELLECTUAL PROPERTY”, is altered by substituting in paragraphs (a) and (c): “LOCHKEED MARTIN or LOCKHEED MARTIN’s Customer” everywhere “LOCKHEED MARTIN” now appears. The following words are added after the last sentence of Paragraph (a) which then completes the paragraph: “Whenever any

Invention resulting from work performed under this Contract is made or conceived by SELLER, SELLER shall promptly notify LOCKHEED MARTIN of the fact that such invention has been made and the contents thereof. SELLER shall not, without LOCKHEED MARTIN's prior written approval, disclose to any third party or release to the public, the Invention for which LOCKHEED MARTIN or LOCKHEED MARTIN's Customer has the right to file application for patent or for registration of other industrial property rights, or the contents of Technical Data to which LOCKHEED MARTIN or LOCKHEED MARTIN's customer has title or right to use."

Clause 32, entitled "TERMINATION FOR CONVENIENCE", is altered by substituting "thirty (30) days" in Paragraph (b) in lieu of "ninety (90) days".

**The following new clause is added to CORPDOC 1 (2013):
"38, TRANSFER OF TECHNOLOGY**

(a) With respect to information and data required to be delivered under the Statement of Work or other provisions of this Contract, as well as any other information and data developed as a result of work performed under this Contract, SELLER agrees to maintain reasonably detailed records of such data and information during the term of this Contract and for five (5) years after the completion or termination thereof. During this period, LOCKHEED MARTIN may periodically require SELLER to submit to LOCKHEED MARTIN, information and data not otherwise required under the Statement of Work or other provision of this Contract, provided that SELLER shall be entitled to any reasonable costs associated with assembling and reproducing such information and data. The ownership of such information and data shall be in accordance with Clause 20, "INTELLECTUAL PROPERTY", of this Contract.

(b) During the term of this Contract and for five (5) years after its completion or termination, LOCKHEED MARTIN or LOCKHEED MARTIN's customer may, when necessary in connection with supervision, inspection, test, assessment of a test result, or any other similar work with SELLER, and with the prior consent of SELLER, inspect, reproduce, or use additional information or data proprietary to SELLER that is directly related to data or information previously submitted to LOCKHEED MARTIN or LOCKHEED MARTIN's customer under the requirements of this Contract.

(c) In the event LOCKHEED MARTIN or LOCKHEED MARTIN's customer requires technical assistance from SELLER in perfecting its intellectual property rights obtained under Clause 20, "INTELLECTUAL PROPERTY", of this Contract, or in utilizing any inventions, discovery, proprietary information, maskwork, software, system, data, or report resulting from the work performed under this Contract, SELLER shall dispatch its engineer to LOCKHEED MARTIN or LOCKHEED MARTIN's customer, or provide other technical assistance, on reasonable terms and conditions, unless compliance with such a request would materially interfere with SELLER's conduct of its business."

B. Reference Lockheed Martin Corporation "CORPDOC 1INT" dated (2013). The following additions, deletions and alterations shall be made to the indicated Clauses when such

CORPDOC is used to procure goods and/or services for the Japan F-2 Restoration Follow-on commercial contract noted above:

Clause 22, entitled “INTELLECTUAL PROPERTY”, is altered by replacing in paragraphs (a) and (c): “LOCHKEED MARTIN or LOCKHEED MARTIN’s Customer” everywhere “LOCKHEED MARTIN” now appears. The following words are added after the last sentence of Paragraph (a), which then completes the paragraph: “Whenever any Invention resulting from work performed under this Contract is made or conceived by SELLER, SELLER shall promptly notify LOCKHEED MARTIN of the fact that such invention has been made and the contents thereof. SELLER shall not, without LOCKHEED MARTIN’s prior written approval, disclose to any third party or release to the public, the Invention for which LOCKHEED MARTIN or LOCKHEED MARTIN’s Customer has the right to file application for patent or for registration of other industrial property rights, or the contents of Technical Data to which LOCKHEED MARTIN or LOCKHEED MARTIN’s customer has title or right to use.”

Clause 35, entitled “TERMINATION FOR CONVENIENCE”, is altered by substituting “thirty (30) days” in Paragraph (b) in lieu of “ninety (90) days”.

The following new Clause is added to CORPDOC 1INT (2013):

“42, TRANSFER OF TECHNOLOGY

(a) With respect to information and data required to be delivered under the Statement of Work or other provisions of this Contract, as well as any other information and data developed as a result of work performed under this Contract, SELLER agrees to maintain reasonably detailed records of such data and information during the term of this Contract and for five (5) years after the completion or termination thereof. During this period, LOCKHEED MARTIN may periodically require SELLER to submit to LOCKHEED MARTIN, information and data not otherwise required under the Statement of Work or other provision of this Contract, provided that SELLER shall be entitled to any reasonable costs associated with assembling and reproducing such information and data. The ownership of such information and data shall be in accordance with Clause 20, “INTELLECTUAL PROPERTY”, of this Contract.

(b) During the term of this Contract and for five (5) years after its completion or termination, LOCKHEED MARTIN or LOCKHEED MARTIN’s customer may, when necessary in connection with supervision, inspection, test, assessment of a test result, or any other similar work with SELLER, and with the prior consent of SELLER, inspect, reproduce, or use additional information or data proprietary to SELLER that is directly related to data or information previously submitted to LOCKHEED MARTIN or LOCKHEED MARTIN’s customer under the requirements of this Contract.

(c) In the event LOCKHEED MARTIN or LOCKHEED MARTIN’s customer requires technical assistance from SELLER in perfecting its intellectual property rights obtained under Clause 22, “INTELLECTUAL PROPERTY”, of this Contract, or in utilizing any inventions, discovery, proprietary information, maskwork, software, system, data, or report

resulting from the work performed under this Contract, SELLER shall dispatch its engineer to LOCKHEED MARTIN or LOCKHEED MARTIN's customer, or provide other technical assistance, on reasonable terms and conditions, unless compliance with such a request would materially interfere with SELLER's conduct of its business."

C. Reference Lockheed Martin Corporation "CORPDOC 1SER" dated (2013). The following additions, deletions, and alterations shall be made to the indicated Clauses when such CORPDOC is used to procure services for the Japan F-2 Restoration Follow-on commercial contract noted above:

Clause 20, entitled "INTELLECTUAL PROPERTY", is altered by substituting in paragraphs (a) and (c): "LOCKHEED MARTIN or LOCKHEED MARTIN's Customer" everywhere "LOCKHEED MARTIN" now appears. The following words are added after the last sentence of Paragraph (a), which then completes the paragraph: "Whenever any Invention resulting from work performed under this P. O. is made or conceived by SELLER, SELLER shall promptly notify LOCKHEED MARTIN of the fact that such invention has been made and the contents thereof. SELLER shall not, without LOCKHEED MARTIN's prior written approval, disclose to any third party or release to the public, the Invention for which LOCKHEED MARTIN or LOCKHEED MARTIN's Customer has the right to file application for patent or for registration of other industrial property rights, or the contents of Technical Data to which LOCKHEED MARTIN or LOCKHEED MARTIN's customer has title or right to use."

Clause 32, entitled "TERMINATION FOR CONVENIENCE", is altered by substituting "thirty (30) days" in Paragraph (b) in lieu of "ninety (90) days".

The following new Clause is added to CORPDOC 1SER (2010):

"38, TRANSFER OF TECHNOLOGY

(a) With respect to information and data required to be delivered under the Statement of Work or other provisions of this Contract, as well as any other information and data developed as a result of work performed under this Contract, SELLER agrees to maintain reasonably detailed records of such data and information during the term of this Contract and for five (5) years after the completion or termination thereof. During this period, LOCKHEED MARTIN may periodically require SELLER to submit to LOCKHEED MARTIN, information and data not otherwise required under the Statement of Work or other provision of this Contract, provided that SELLER shall be entitled to any reasonable costs associated with assembling and reproducing such information and data. The ownership of such information and data shall be in accordance with Clause 20, "INTELLECTUAL PROPERTY", of this Contract.

(b) During the term of this Contract and for five (5) years after its completion or termination, LOCKHEED MARTIN or LOCKHEED MARTIN's customer may, when necessary in connection with supervision, inspection, test, assessment of a test result, or any other similar work with SELLER, and with the prior consent of SELLER, inspect, reproduce, or

use additional information or data proprietary to SELLER that is directly related to data or information previously submitted to LOCKHEED MARTIN or LOCKHEED MARTIN's customer under the requirements of this Contract.

(c) In the event LOCKHEED MARTIN or LOCKHEED MARTIN's customer requires technical assistance from SELLER in perfecting its intellectual property rights obtained under Clause 20, "INTELLECTUAL PROPERTY", of this Contract, or in utilizing any inventions, discovery, proprietary information, maskwork, software, system, data, or report resulting from the work performed under this Contract, SELLER shall dispatch its engineer to LOCKHEED MARTIN or LOCKHEED MARTIN's customer, or provide other technical assistance, on reasonable terms and conditions, unless compliance with such a request would materially interfere with SELLER's conduct of its business."