

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

**Contract FA8625-20-D-3000, COMBINED AIRCRAFT DELIVERY, DEVELOPMENT
INTEGRATION AND ENGINEERING CONTRACT (CADDIE) and all Task/Delivery Orders
issued thereunder**

Generated using Lockheed Martin CorpDocs (2020) Version

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Original

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract.

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:

None

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 52.216-16: 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.)

FAR 52.216-16 ALT I: Alternate I - Incentive Price Revision-Firm Target (Apr 1984) ("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.)

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

DFARS 252.209-7010: Critical Safety Items (Aug 2011)

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 252.225-7047: Exports by Approved Community Members in Performance of the Contract (June 2013) The blank paragraph (b) is completed as follows _____.

DFARS 252.237-7023: Continuation of Essential Contractor Services (October 2010) (In this clause, "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

DFARS 252.245-7004: Reporting, Reutilization, and Disposal (Dec 2017) ("Contracting Officer" means Lockheed Martin.)

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 52.204-21: Basic Safeguarding of Covered Contractor Information Systems (June 2016) (Applies unless Seller is furnishing commercially available off-the-shelf items.)

FAR 52.204-23: Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered (July 2018) (Seller shall provide Lockheed Martin copies of any reports provided under this clause which relate to the performance of this contract.)

FAR 52.208-8: Required Sources for Helium and Helium Usage Data (Aug 2018) (In paragraph (b)"Contracting Officer" means "Buyer.")

FAR 52.216-26: Payments of Allowable Cost before Definitization (Dec 2002)

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

FAR 52.222-17: Nondisplacement of Qualified Workers (May 2014)

FAR 52.222-56: Certification Regarding Trafficking in Persons Compliance Plan (Mar 2015)
(Paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

FAR 52.225-3: Buy American Free Trade Agreements-Israeli Trade Act (May 2014)

FAR 52.227-1 ALT I: Alternate I-Authorization and Consent (April 1984)

FAR 52.232-7: Payments Under Time and Materials and Labor Hour Contracts (Aug 2012) ("Government" and "Contracting Officer" mean "Lockheed Martin." The third sentence of paragraph (a)(8) is deleted. In paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted. The reference to the Allowable Cost and Payment clause in paragraph (b)(4) means FAR 52.216-7 which is incorporated into this contract by reference.)

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 (June 2013)

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

FAR 52.243-1 ALT III: Changes - Fixed Price (April 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

FAR 52.243-1 ALT IV: Changes - Fixed Price (April 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

FAR 52.243-1 ALT V: Changes - Fixed Price (April 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

FAR 52.243-2 ALT I: Changes Cost Reimbursement (Apr 1984) In this clause, "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.

FAR 52.243-2 ALT II: Changes- Cost Reimbursement (April 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.)

FAR 52.243-2 ALT V: Changes- Cost Reimbursement (April 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.)

FAR 52.245-9: Use and Changes (April 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-2 ALT I Inspection of Supplies-Fixed Price (July 1985): In this Clause, "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 52.246-6 ALT I: Alternate I Inspection Time and Material Labor Hour (Apr 1984) ("Government" means "Lockheed Martin and the Government " in paragraphs (b), (c) and (d). "Government" means "Lockheed Martin" in paragraphs (e), (f), (g) and (h).)

FAR 52.246-7: Inspection of Research and Development (Fixed Price) (Aug 1996) ("Government" means "Lockheed Martin and the Government " in paragraphs (a), (b) and (c). "Government" means "Lockheed Martin" in paragraphs (d), (e), and (f). "Contracting Officer" means "Lockheed Martin.")

FAR 52.246-8: Inspection of Research and Development (Cost-Reimbursement) (May 2001) ("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged.)

FAR 52.246-9: Inspection of Research and Development (Short Form) (Apr 1984) "Government" means "Lockheed Martin and the Government.")

FAR 52.249-3: Termination for Convenience of the Government (Dismantling, Demolition or Removal of Improvements) (April 2012) (In this clause, "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-9: Default (Fixed Price Research and Development) (April 1984) ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged.)

DFARS 252.203-7004: Display of Hotline Posters (Aug 2019) (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 or Disclosure of Third Party Contractor Reported Cyber Incident Information (Oct 2016) (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 252.211-7005: Substitutions for Military or Federal Specifications and Standards (Nov 2005)

DFARS 252.211-7008: Use of Government Assigned Serial Numbers (September 2010)

DFARS 252.219-7004: Small Business Subcontracting Plan (Test Program) (May 2019)

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

DFARS 252.225-7995: (Deviation 2017-O0004) Contractor Personnel Performing in the United States Central Area of Responsibility (Sep 2017)

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. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss.

DFARS 252.234-7004: Cost and Software Data Reporting System (Nov 2014) (In paragraph (b) "Government" means Lockheed Martin.)

DFARS 252.234-7002: (Deviation 2015-O0017) Earned Value Management System (Deviation 2015-O0017) (Sep 2015) (In this clause, "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

DFARS 252.237-7010: Prohibition on Interrogation of Detainees by Contractor Personnel (June 2013)

DFARS 252.239-7010: Cloud Computing Services (Oct 2016) Applies if this Contract involves use of cloud services.

DFARS 252.243-7002: Request for Equitable Adjustment (Dec 2012) "Government" means "Lockheed Martin."

DFARS 252.245-7001: Tagging, Labeling, and Marking Government-Furnished Property (Apr 2012)

AFFARS 5352.223-9000: Elimination of Use of Class I Ozone Depleting Substances (ODS) (Oct 2019) (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 (Oct 2019) (Applies if SELLER will perform work on Government premises. "Contracting Officer" means "Lockheed Martin.")

AFFARS 5352.242-9000: Contractor Access Air Force Installations (Oct 2019) ("Applies if SELLER will perform work on Government premises. Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller.")

AFFARS 5352.242-9001: Common Access Cards (CAC) for Contractor Personnel (Oct 2019)
(All communication with the government required by this clause shall be conducted through Lockheed Martin.)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

H-008 HISTORY OF COMMERCIAL TECHNICAL DATA AND SOFTWARE (MAR 2019)

In this clause, “Contractor” means “SELLER”. SELLER shall flow down this clause to subcontractors.

(a) This clause is provided to clarify the prior dealings of the parties 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 Lockheed Martin or its subcontractors under 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 Lockheed Martin or its subcontractors will be governed by DFARS 252.227-7013 (Feb 2014) or 252.227-7015 (Feb 2014), as applicable.

(3) Commercial computer software developed exclusively at private expense by either Lockheed Martin 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 Lockheed Martin 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 Lockheed Martin or its subcontractors shall be governed by DFARS 252.227-7014 (Feb 2014)

H-010 IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA AND COMPUTER SOFTWARE (MAR 2019) In this clause, “Contractor” means “SELLER.” SELLER shall flow down this 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, identified, and as agreed, 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), identified,

and as agreed, 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, CDRLs, or paragraphs in the statement of work).

(c) Requests for Proposals. In response to each Request for Proposal (RFP) issued against this contract, the Contractor shall comply with the following:

(1) Under each new delivery order, when applicable, that is issued against this contract, the Contractor shall comply with the requirements of DFARS 252.227-7017 "Identification and Assertion of Use, Release, or Disclosure Restriction". In addition, the Contractor shall provide assertions in the format set forth in DFARS 252.227-7017 for any commercial technical data governed by DFARS 252.227-7015 and developed between September 29, 1995 to September 29, 2016 for which the Contractor intends the Government to take less than an unrestricted right. Upon receipt, the Contractor's provided assertions shall be listed in an attachment to the applicable delivery order. The Contractor shall not deliver any technical data or computer software with restrictive markings unless the technical data or computer software is listed on the attachment or the Contracting Officer is notified prior to delivery.

(2) As required by DFARS 252.227-7017, any identifications or assertions shall be submitted at the time of initial proposal submittal. The parties recognize the potential reliance upon third party assertions and the Contractor shall utilize the applicable DFARS clauses to obtain and identify noncommercial technical data and noncommercial computer software assertions for subcontractors and suppliers that may be required. When providing assertions in accordance with Paragraph (c)(1) above, the Contractor shall also 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, CDRLs, or paragraphs in the statement of work). Upon the Contracting Officer's request in the applicable RFP, the Contractor will include assertions for any associated prior deliverables (i.e., original technical data and/or computer software and subsequent revisions) as identified by the Government. The Contractor shall be compensated for researching and making assertions as a direct cost to this contract when those applicable costs are found to be in accordance with FAR Part 31, and shall be included as part of the Engineering Change Proposal in accordance with SOW Para. 3.5.3.1. The Contractor may supplement or revise the assertions in accordance with paragraph (d) of this clause.

(d) Post-Award 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 (c) 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 (c) above.

(e) All DFARS clauses contained in this contract remain in effect. In the event there is any conflict between the language in this clause 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 (Jan2011)), the language in such DFARS clause shall supersede the conflicting language. If any part of this clause is found to be in conflict with a DFARS clause contained in this contract (i.e. 252.227-7013 (Feb2014), 252.227-7014 (Feb 2014), 252.227-7015 (Feb 2014), and 252.227-7017 (Jan 2011)), the remaining language in this clause will continue to be valid and enforceable.