

LOCKHEED MARTIN AERONAUTICS COMPANY

SUPPLEMENTAL TERMS AND CONDITIONS

FOR USE WITH LOCKHEED MARTIN "CORPDOC" TERMS AND CONDITIONS

APPLICABLE PROGRAM: United Kingdom C-130J Hercules Integrated Operations Support (HIOS) Program

SUPPLEMENT NUMBER: 03-001 **DATE:** May 21, 2019 **REVISION:** 05

The CORPDOC terms and conditions identified on Lockheed Martin's purchase order for the program and/or prime contract identified above apply as modified as shown below. In the event of an inconsistency between these supplemental terms and conditions and related documents, the order of priority shall be as follows:

- (1) The face of the purchase order(s),
- (2) These supplemental terms and conditions,
- (3) The applicable CORPDOC(s) referenced on the purchase order(s),
- (4) Other documents contained in or referenced in the purchase order(s).

Part I – Changes to CORPDOC Terms

None.

Part II – Deleted CORPDOC Terms

None.

Part III – Additional Terms and Conditions

Article 1 United Kingdom DEFCON Provisions Incorporated By Reference

The following United Kingdom DEFCON provisions are hereby incorporated by reference as specified below. As used in the following clauses, "Contractor" means "Seller." "Authority" means the United Kingdom Secretary of State for Defence. Full text versions of DEFCON provisions may be found at the following UK Government website:

<https://sts.defencegateway.mod.uk/registerBasic.aspx?regType=3>

United Kingdom DEFCON 76 Contractor's Personnel at Government Establishments (Edn 12/06)

Applies if Seller will be accessing U.K. Government facilities.

United Kingdom DEFCON 117 Supply of Documentation for NATO Codification Purposes (Edn 05/06)

Communications between Seller and the Authority under this clause shall be made through Lockheed Martin.

United Kingdom DEFCON 520 Corrupt Gifts and Payments of Commission (Edn 07/05)

In paragraph 4, the reference to DEFCON 614 is changed to "the termination for default provisions of this contract." The remedies described in this clause may be exercised by Lockheed Martin against Seller if Lockheed Martin is so directed by the Authority. Seller agrees to bear the entire cost of liability arising from violation of this provision by Seller or its subcontractors.

United Kingdom DEFCON 611 Issued Property (Edn 07/10)

Applies to United Kingdom Issued Property in the possession of Seller. Communications between Seller and the Authority under this clause shall be made through Lockheed Martin.

United Kingdom DEFCON 632 Third Party Intellectual Property Rights - Commercial and Non-Commercial Articles and Services (Edn 08/12)

United Kingdom DEFCON 659 Security Measures (Edn 06/09)

The Appendix to this DEFCON is made a part of this Contract. Applies if Seller will require access to material marked as Confidential or above.

United Kingdom DEFCON 643 Price Fixing (Edn 07/04) Applies if value of the Contract equals or exceeds £100,000 and the Contract is awarded other than by competitive tender. Only the Appendix to this DEFCON applies. "Contractor" means "LOCKHEED MARTIN" and "subcontractor" means "SELLER".

United Kingdom DEFCON 658 Cyber (Edn 10/17)

Note: The Cyber Risk Profile for the prime contract is "very low"

Article 2 – Access to Records and Facilities

The Authority as defined in Article 1 above, Lockheed Martin, and Lockheed Martin's Customer shall be allowed:

(1) to visit Seller's facilities and those of Seller's suppliers to investigate scope of work and level of effort.

(2) to participate in supplier fact finds or negotiations.

Revision 1 for July 7, 2014 release of PSFD

1. **The DEFCON link, under Part III, Article 1, is updated.**

