

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER

Contract FA8625-11-C-6597
Five Year Option Contract (FYOC) IV

Generated using Lockheed Martin CorpDocs 2011 Version

20 July 2011

The following are the supplemental terms and conditions to be incorporated, in addition to those other terms (identified CorpDocs) into subcontracts issued under the C-130J prime contract, FA8625-11-C-6597. These supplemental terms and conditions are subject to revision as prime contract terms, conditions, and requirement changes.

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.

The following FAR, DFARS and AFFARs clauses are added:

252.204-7010 (Jan-09) Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol.

252.208-7000 (Dec-91) Intent to Furnish Precious Metals as Government-Furnished Material. *Applies if this contract involves precious metals.*

252.211-7005 (Nov-05) Substitutions for Military or Federal Specifications and Standards.

252.219-7004 (Jan-11) Small Business Subcontracting Plan (Test Program).

252.225-7012 (June-10) Preference for Certain Domestic Commodities. *Applies if Seller is furnishing any of the items covered by this clause.*

252.225-7027 (Apr-03) Restriction on Contingent Fees for Foreign Military, *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.*

252.225-7028 (Apr-03) Exclusionary Policies and Practices of Foreign Governments.

252.225-7997 (Aug-10) Additional Requirements and Responsibilities Relating to Alleged Crimes By or Against Contractor Personnel in Iraq and Afghanistan (DEVIATION)

252.227-7017 (Jun-95) Identification and Assertion of Use, Release, or Disclosure Restrictions. *"Offeror" means "Seller." Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.*

252.237-7023 (Mar-10) Continuation of Mission Essential Functions. *"Contracting Officer" means LOCKHEED MARTIN. The term "Government" includes LOCKHEED MARTIN.*

252.239-7016 (Dec-91) Telecommunications Security Equipment, Devices, Techniques, and Services. *Applies if this contract requires securing telecommunications.*

252.243-7002 (Mar-98) Requests for Equitable Adjustment. *"Government" means "Lockheed Martin."*

52.208-8 (Apr-02) Required Sources for Helium and Helium Usage Data. *Applies if Seller will furnish a major helium requirement as defined in the clause. In paragraph (b)"Contracting Officer" means "Buyer"*

52.215-2 ALT I (Mar-09) Alternate I -- Audit and Records - Negotiation.

52.215-21 ALT III (Oct-97) Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications. *"Contracting Officer" means "Lockheed Martin."*

52.215-23 ALT I (Oct-09) Alternate I - Limitations on Pass-Through Charges.

52.216-11 (Apr-84) Cost Contract--No Fee. *"Government" and "Contracting Officer" mean "Lockheed Martin"*

52.222-99 (Jun-10) (DEVIATION) Notification of Employee Rights under the National Labor Relations Act (DEVIATION)

52.239-1 (Aug-96) Privacy or Security Safeguards.

52.245-2 (Apr-84) Government Property (Fixed-Price Contracts) (DEVIATION). *Such authorization shall be limited to subcontractors having Government approved property control systems*

52.246-6 ALT I (Apr-84) Inspection--Time-and-Material and Labor-Hour. *"Government" means "Lockheed Martin and the Government" in paragraphs (b), (c) and (d). "Government" means "Lockheed Martin" in paragraphs (e), (f), (g) and (h).*

52.246-24 ALT I (Apr-84) Limitation Of Liability -- High-Value Items. *Applies to high value line items*

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

52.246-25 (Feb-97) Limitation of Liability – Services. In paragraph (a) the phrase "services delivered under this contract" means "services delivered under the prime contract "

5352.223-9000 (Apr-03) Elimination Of Use Of Class I Ozone Depleting Substances (ODS)

5352.223-9001 (Jun-97) Health And Safety On Government Installations. Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin."

5352.242-9000 (Aug-07) Contractor Access to Air Force installations. Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."