

LOCKHEED MARTIN CORPORATION

SUPPLEMENTAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

C-5 AMP/RERP CLS Solicitation FA8525-13-R-0001

For Use with the Latest Version of Lockheed Martin Corpdocs

May 22, 2012

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, Corpdoc 4, etc.), into subcontracts issued under the C-5 AMP/RERP CLS Solicitation FA8525-13-R-0001. These supplemental terms and conditions are provisional and subject to revision as prime contract terms, conditions, and requirements develop.

1. The following FAR and DFARS clauses are added:

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

FAR 52.222-43 Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.

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

DFARS 252.211-7007 Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (Nov 2008) UID marking will be accomplished under this contract only if UID marking capability has been established for the item and the item is purchased under this contract or the item is repaired as a non-warranty repair.

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (Jan 2011)

DFARS 252.234-7004 Cost and Software Data Reporting System (Nov 2010) In paragraph (b), "Government" means Lockheed Martin.

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010)

DFARS 252.243-7002 Requests for Equitable Adjustment (Mar 1998) "Government" means "Lockheed Martin."

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (Apr 2012) "Contracting Officer" means Lockheed Martin.

DFARS 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."