

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

C-5 AMP Sustainment Follow-On
CONTRACT NUMBER FA8525-11-D-0001

Generated using Lockheed Martin CorpDocs 2010 Version

February 17, 2011

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 AMP Sustainment Follow-On Prime Contract FA8525-11-D-0001 (the Prime Contract). These supplemental terms and conditions are provisional and subject to revision as prime contract terms, conditions, and requirements develop.

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.

1. The following FAR, DFARS and AFFARS clauses are added:

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010) (Subparagraph (c)(1) does not apply. If Seller meets the thresholds specified in paragraphs (c)(2) and (d) of the clause, Seller shall report required executive compensation by posting the information to the Government's Central Contractor Registration (CCR) website. All information posted will be available to the general public.)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
(Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract.)

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006) (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 by the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

FAR 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JUN 2010) (Applies if this subcontract is in excess of \$10,000 and will be performed wholly or partially in the United States, unless exempt by the rules, regulations, or orders of the Secretary of Labor).

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.)

DFARS 252.234-7001 EARNED VALUE MANAGEMENT SYSTEM (APR 2008) (In paragraph (e) "Government" means "Lockheed Martin and Government.")

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (AUG 2004) (Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.)

2. The following Section H is added:

SECTION H – SPECIAL CONTRACT REQUIREMENTS

For purposes of this Section H, "Government" means the United States Government.

H-901 Rights in Technical Data and Software (October 2010)

To provide the Government and LOCKHEED MARTIN insight and oversight of the Seller's C-5 AMP Sustainment work the Seller agrees to exert best efforts to enable Government personnel viewing access to C-5 AMP commercial software specifications, and source code, at Seller's facilities. Such viewing access shall be coordinated in advance and be on a non-interference basis. Government personnel granted such viewing access will execute a non-disclosure agreement with the Seller.