

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDER UNDER
JSF LRIP 6 CONTRACT NUMBER N00019-11-C-0083
Generated using Lockheed Martin CorpDocs 2012 Version

Revision 3: March 30, 2022

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.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract.

RESERVED

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 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014) (Applies if this Contract exceeds the simplified acquisition threshold.)

FAR 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (Applies if this Contract exceeds \$30,000. Does not apply if this Contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.)

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (DEVIATION 2018-O0015) (MAY 2018) (Applies if this Contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.216-7 Allowable Cost and Payment (JUN 2013) (Applies if this is a cost reimbursement or time and materials type contract. "Government" means "Lockheed Martin" except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in

paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with “the 30th” unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) “six years” is changed to “5 years.” The references to government entities in paragraph (d) are unchanged.)

FAR 52.219-8 Utilization of Small Business Concerns (JUL 2013)

FAR 52.222-54 Employment Eligibility Verification (AUG 2013) (Applies if this Contract exceeds \$3,000, and is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or is for construction.)

FAR 52.230-2 Cost Accounting Standards (DEVIATION 2018-O0012) (MAY 2018) (Applies when the contract states that it is subject to full CAS coverage. “United States” means “United States or Lockheed Martin.” Paragraph (b) is deleted. The following is added as a new paragraph (e): “Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between the Contracting Officer if such are relevant to this Contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller.”

FAR 52.244-6 Subcontracts for Commercial Items (DEC 2013)

FAR 52.245-1 Government Property (APR 2012) (Applies if Government property will be acquired or furnished. “Contracting Officer” means “Lockheed Martin” except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. “Government” is unchanged in the phrases “Government property” and “Government furnished property” and where elsewhere used except in paragraph (d)(1) where it means “Lockheed Martin” and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin.” The following is added as paragraph (n) “Seller shall provide to Lockheed Martin immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller’s property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required.”)

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

DFARS 252.203-7003 Agency Office of the Inspector General (DEC 2012) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.211-7003 Item Unique Identification and Valuation (MAR 2016) (Applies if this Contract requires the Work to contain unique item identification. “Government” means “Lockheed Martin” except in the definition of “issuing agency” in paragraph (a). Items subject to unique identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Lockheed Martin.)

DFARS 252.215-7000 Pricing Adjustments (DEC 2012) (Applies if the FAR clause entitled “Subcontractor Certified Cost or Pricing Data” or “Subcontractor Certified Cost or Pricing Data – Modifications” apply to this Contract.)

DFARS 252.225-7001 Buy American and Balance of Payments Program (DEC 2012)

DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2013) (Applies if the Work furnished includes specialty metals. Paragraph (d) is deleted.)

DFARS 252.225-7012 Preference for Certain Domestic Commodities (FEB 2013)

DFARS 252.225-7013 Duty-Free Entry (OCT 2013) (In paragraph (c), “Government” and “Contracting Officer” means “Lockheed Martin.” The prime contract number and identity of the Contracting Officer are contained elsewhere in this Contract. If this information is not available, contact Lockheed Martin’s procurement representative.)

DFARS 252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2014)

DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

DFARS 252.227-7015 Technical Data-Commercial Items (FEB 2014)

DFARS 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013) (In paragraph (c)(1) “Government” means “Lockheed Martin and Government.”)

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)

DFARS 252.235-7003 Frequency authorization (MAR 2014) (Applies if this Contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required. “Contracting Officer” means “Lockheed Martin.”)

DFARS 252.244-7000 Subcontracts for Commercial Items (JUN 2013)

DFARS 252.246-7003 Notification of Potential Safety Issues (JUN 2013) (Seller shall provide notifications under this clause to Lockheed Martin and the Contracting Officer identified to Seller.)

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 52.216-12 Cost Sharing Contract-No Fee (APR 1984) (“Government” and “Contracting Officer” mean “Lockheed Martin.”)

FAR 52.216-16 Incentive Price Revision- Firm Target (Oct 1997)

Applicable to subcontracts with firm targets (i.e. Fixed Price Incentive Fee or Cost Plus Incentive Fee type contracts). The subcontract must incorporate the appropriate target price, ceiling price, and percentages. The blank in paragraph (c) should be completed with an appropriate number of

days, consistent with the requirements of the prime contract. "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 52.216-26 PAYMENT OF ALLOWABLE COSTS BEFORE DEFINITIZATION (DEC 2002)

Applies to letter contracts. (Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

FAR 52.222-2 Payment for Overtime Premiums (JUL 1990) (Insert "zero" in the blank. "Contracting Officer" means "Lockheed Martin" and "Government" means "Lockheed Martin and Government.")

FAR 52.223-7 Notice of Radioactive Materials (JAN 1997) (Applies if this contract is for radioactive materials. "Contracting Officer" and "Government" means "Lockheed Martin." The blank in paragraph (a) is replaced with "30 days.")

FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR52.228-4 Worker's Compensation and War-Hazard Insurance Overseas (APR 1984)

FAR 52.229-8 Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin.")

FAR 52.229-9 Taxes- Cost Reimbursement Contracts with Foreign Governments (MAR 1990)

FAR 52.232-16 Progress Payments (APR 2012) (Applies if Seller shall receive progress payments during the performance of this Contract. "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 (Oct 2010)

FAR 52.232-32 Performance Based Payments (APR 2012) (Applies if Seller shall receive performance-based payments during the performance of this Contract. "Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted.)

FAR 52.239-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applies if software or services will be retransferred to the Government.)

FAR 52.243-2 Alt II Changes- Cost Reimbursement- Alternate II (Apr 1984) (Applies if this is a cost reimbursement type contract for services and supplies. "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 Charges (AUG 2010) (Applies when Government Property is provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-3 Inspection of Supplies 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. In subparagraph (e), “60 days” is changed to “120 days”, and in paragraph (f) “6 months” is changed to “12 months”.)

FAR 52.246-5 Inspection of Services Cost-Reimbursement (APR 1984) (“Government” means “Lockheed Martin and the Government” in paragraphs (b) and (c). “Government” means “Lockheed Martin” in paragraphs (d) and (e).)

FAR 52.246-15 Certificate of Conformance (AUG 1984) (Applies if Seller will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)

FAR 52.247-64 Alt 1 Preference for Privately Owned U.S.- Flag Commercial Vessels (APR 2003) (In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin.")

DFARS 252.209-7010 Critical Safety Items (AUG 2011) (Applies if critical safety items are provided by Seller.)

DFARS 252.211-7006 Passive Radio Frequency Identification (SEP 2011) (Applies if Seller will make direct shipments meeting the criteria at FARS 211.275-2 (Radio Frequency Identification (RFID) shipments policy) to the Government of items covered by the clause.)

DFARS 252.211-7007 Reporting of Government Furnished Property (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this Contract.)

DFARS 252.211-7008 Use of Government- Assigned Serials Numbers (Sep 2010) (Applies if Seller will be in the possession of Government property for the performance of this Contract and Lockheed Martin has not assumed responsibility for marking the property.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (Jan 2011) (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

DFARS 252.225-7012 Preference for Certain Domestic Commodities (JUN 2010) (Applies if Seller is furnishing any of the items covered by this clause.)

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 252.234-7002 Earned Value Management System (MAY 2011) (“Government” means “Lockheed Martin and Government.” Paragraphs (i) and (j) are deleted.)

DFARS 252.234-7003 Notice of Cost and Software Data Reporting System (NOV 2010)

DFARS 252.234-7004 Cost and Software Data Reporting System (Nov 2010) (Applies if this Contract is in excess of \$50,000,000. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.234-7004 ALT I Cost and Software Data Reporting System Alternate I (NOV 2010) (Applies if this Contract value is equal to or greater than \$20 million, but less than or equal to \$50 million. In paragraph (b) "Government" means Lockheed Martin.)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Dec 1991) (Applies if this Contract requires securing telecommunications.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract exceeds \$150,000. "Government" means "Lockheed Martin.")

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies if items furnished by Seller will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (APR 2012) (Applies if Government property will be located at Seller's facilities. "Contracting Officer" means Lockheed Martin.)

AFFARS 5352.223-9001 Health and Safety on Government Installations (JUN 1997) (Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin.")

AFFARS 5352.242-9000 Contractor Access to Air Force Installations (AUG 2007) (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller.")

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.)

NAVAIR 5252.227-9511 Disclosure, Use and Protection of Proprietary Information (NAVAIR) (FEB 2009) (The term "prime contractor" means "Seller.")

(a) During the performance of this contract, the Government may use an independent services contractor (ISC). who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

NAVAIR 5252.247-9508 Prohibited Packing Materials (NAVAIR) (JUN 1998) (Applies if Seller will make shipments under this Contract directly to the Government.)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

NAVAIR 5252.247-9509 Preservation, Packaging, Packing and Marking (NAVAIR) (JUL 1998) (Applies if Seller will make shipments under this Contract directly to the Government. In subparagraph (b), "Contract Number" means "Lockheed Martin's prime contract number and the number assigned to this Contract.")

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

[Insert specific instructions]

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

PART IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full-text:

H-1 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least twenty (20) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(d) Communications with the Contracting Officer shall be made through Lockheed Martin

H-2 5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

John Gladstone Mills
COMNAVAIRSYSCOM
47123 Buse Road, Unit IPT
Patuxent River, MD 20670-1547
(301) 757-0573

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

H-5 5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR) (OCT 2006) (APPLICABLE TO COST REIMBURSEMENT CONTRACTS and/ or Line Items ONLY)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) RESERVED

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the Contracting Officer Representative in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the Federal Travel Regulation, Joint Travel Regulation or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) RESERVED

(d) RESERVED

(e) RESERVED

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the Federal Travel Regulation, Joint Travel Regulation, or SR. The

applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) RESERVED

(h) RESERVED

(Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

H-6 5252.227-9607 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

H-9 MANAGEMENT OF SUPPLIERS

Notwithstanding any direction to the contrary herein, SELLER is required under this Contract to manage any and all lower tier subcontractors.

SELLER shall not use a subcontractor's status as an agreed or directed source as a performance excuse or basis for equitable adjustment.

H-11 INVESTMENT

Any decision by SELLER at, or prior to, the date of award of this Contract or at or prior to the date of execution of any modification to this Contract to (i) incur costs, by reason of investment or otherwise, that are not expressly included in writing in the SELLER's bid, offer, or proposal to LOCKHEED MARTIN, agreed to by LOCKHEED MARTIN, and incorporated into this Contract's

price, (ii) forego profit on costs, or (iii) apply a management decrement, is made at the sole risk of SELLER. SELLER acknowledges that the price of this Contract shall not be increased by any portion of incurred costs, foregone profit, or management decrement, for any reason, including, but not limited to, a termination for convenience of this Contract, notwithstanding any provisions of this Contract or applicable regulations governing termination for convenience settlements of purchase orders under United States Government prime contracts, unless LOCKHEED MARTIN expressly agrees in writing to pay such portion. LOCKHEED MARTIN, as set forth in the clause of this Contract entitled "Termination for Convenience (Fixed Price)," or "Termination (Cost Reimbursement)" may terminate this Contract for any reason if LOCKHEED MARTIN determines that it is in the LOCKHEED MARTIN's interest to do so. The term "any reason" includes, but is not limited to, termination of the LOCKHEED MARTIN's prime contract with the U.S. Government on any basis, convenience or default. A termination for default of this Contract is justified at any time where the circumstances provided in the clause of this Contract entitled "Default" apply.

H-12 PRESERVATION OF RIGHTS FOR TECHNICAL DATA AND SOFTWARE PROVIDED ELECTRONICALLY

Information, whether delivered under any CDRL or contractor equivalent form of this contract or in response to any other requirement contained in this contract shall be provided via the JSF Virtual Enterprise that would be deemed Technical Data under DFARS 252.227-7013, "Rights In Technical Data—Noncommercial Items," or Software and Software Documentation under DFARS 252.227-7014, "Rights in Noncommercial Software and Noncommercial Software Documentation," if it were delivered in written form, shall not lose its status as technical data, software or software documentation solely because access by the Government or delivery by the Contractor is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-15 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (5252.227-9505) (NAVAIR) (AUG 1987)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

(Does not apply if contract is for a COMMERCIAL Item as defined in FAR Part 2.101)

H-16 COMMERCIAL ITEM TECHNICAL DATA

(a) The Contractor and applicable subcontractors asserts for the persons identified below that the following items to be delivered or otherwise provided under this contract are commercial items as defined in FAR 2.101, "Definitions."

Vendor	Part Number	Part Description
TBD*	TBD*	TBD*

The Government reserves the right to review and validate any assertions of commerciality under FAR 2.101, "Definitions."

(b) Subject to the Government's right to review and validate assertions of commerciality, the Contractor is not required to include DFARS 252.227-7013, Rights in Technical Data–Noncommercial Items (NOV 1995), or DFARS 252.227-7015, Technical Data–Commercial Items (NOV 1995), in subcontracts for the items listed in paragraph (a) above. However, the Contractor shall require the persons listed in paragraph (a) above to deliver or otherwise provide technical data, as defined in DFARS 252.227-7015, Technical Data–Commercial Items (NOV 1995), under this contract for those items listed in paragraph (a) above. Such technical data shall be those technical data customarily provided to the public with the commercial item. In addition, such technical data shall include the following technical data regardless of whether such data are customarily provided to the public:

- (1) Form, fit, and function data as defined in DFARS 252.227-7015, Technical Data–Commercial Items (NOV 1995);
- (2) Data required for repair or maintenance of commercial items, or for the proper installation, operating, or handling of a commercial item, either as a stand alone unit or as a part of a military system, when such data customarily provided to commercial users are not sufficient for military purposes; and
- (3) Data describing the modifications made at Government expense to a commercial item in order to meet the requirements of this contract.

(c) In the event an item set forth in paragraph (a) above is determined after award to be other than a commercial item, technical data for that item shall be subject to DFARS 252.227-7013, Rights in Technical Data–Noncommercial Items (NOV 1995), notwithstanding paragraph (b) above.

(d) In addition to the assertions made in paragraph (a) above, other assertions may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the decision to award this contract. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery or provision of the data, in the form specified in paragraph (a) above, and signed by an official authorized to contractually obligate the Contractor. Such submittals by the Contractor shall not constitute an amendment to this clause; updates to this clause after contract award shall be via bilateral modifications.

*List shall be provided by the Contractor upon the LRIP 6 Production proposal submission.