

LOCKHEED MARTIN CORPORATION

PRIME CONTRACT SUPPLEMENTAL TERMS AND CONDITIONS

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

F-16 FALCON 2020 CONTRACT NUMBER F42620-01-D-0058

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Revision 1

The following supplemental terms and conditions are incorporated - in addition to identified CorpDocs - into contracts, purchase orders and schedule agreements issued under the Falcon 2020 prime contract, F42620-01-D-0058. These supplemental terms and conditions are subject to revision as prime contract terms, conditions, and requirement changes.

In the event of a conflict between the version or dates of a clauses set out in this documents and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedent.

The following FAR clauses are added:

FAR 52.209-6, "PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH THE CONTRACTOR'S DEBARRED, SUSPENDED , OR PROPOSED FOR DEBARMENT" (JUL 1995). 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 52.225-8, "DUTY-FREE ENTRY" (FEB 2000). Applies if supplies will be imported into the Customs Territory of the United States. Contracting Officer" means "Lockheed Martin" except in paragraphs (d) and (h). In subparagraph (b)(1) "20 days" is changed to "30 days." In subparagraph (b)(2), replace the fifth word "determines" with "has been notified." Communication/notification required under this clause from/to the Seller to/from the Contracting Officer shall be through Lockheed Martin.

FAR 52.227-1, "AUTHORIZATION AND CONSENT" ALTERNATE I (APR 1984).

FAR 52.227-2, "NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT" (AUG 1996). Applies if this contract exceeds the simplified acquisition threshold.

"Contracting Officer" means "Lockheed Martin." "Government" means "Government and Lockheed Martin."

FAR 52.232-17, "INTEREST" (JUN 1996). "Government" means "Lockheed Martin."

FAR 52.233-3, "PROTEST AFTER AWARD" ALTERNATE I (JUN 1985). "Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean "Lockheed Martin." "30 days" is changed to "20 days."

FAR 52.242-15, "STOP-WORK ORDER" ALTERNATE I (APR 1984). "Contracting Officer" and "Government" mean "Lockheed Martin."

FAR 52.243-1, "CHANGES—FIXED-PRICE" ALTERNATE I (APR 1984). "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.

FAR 52.246-15, "CERTIFICATE OF CONFORMANCE" (APR 1984).

FAR 52.247-67, "SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT" (JUN 1997). Documents required by this clause will be provided by Seller to Lockheed Martin. This clause is not required to be included in Seller's subcontracts.

FAR 52.249-14, "EXCUSABLE DELAYS" (APR 1984). In paragraph (a)(2), "or contractual" is deleted. "Contracting Officer" and "Government" means Lockheed Martin.

The following DFARS, AFMC, and AFFARS clauses are added:

DFARS 252.211-7005, "SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS" (AUG 2000).

DFARS 252.219-7004, "SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)" (JUN 1997).

DFARS 252.225-7001, "BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM" (MAR 1998).

DFARS 252.225-7026, "REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES" (JUN 2000).

DFARS 252.225-7027, "RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES" (MAR 1998). For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount. The reference to the 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.

DFARS 252.226-7001, "UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES – DOD CONTRACTS" (SEP 2001). Applies to subcontracts over the simplified acquisition threshold except for commercial items. In paragraph (c) "Contracting Officer" means Buyer the first time appears. In subparagraph (f)(1), "Contractor" shall mean "Lockheed Martin". Lockheed Martin shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Lockheed Martin.

DFARS 252.228-7001, "GROUND AND FLIGHT RISK" (SEP 1996). 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 252.243-7002, "REQUESTS FOR EQUITABLE ADJUSTMENT" (MAR 1998). "Government" means "Lockheed Martin."

DFARS 252.244-7000, "SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)" (MAR 2000).

DFARS 252.245-7001, "REPORTS OF GOVERNMENT PROPERTY" (MAY 1994).

DFARS 252.246-7000, "MATERIAL INSPECTION AND RECEIVING REPORT" (DEC 1991). Applies if this contract requires delivery of Items directly to the Government.

AFFARS 5352.204-9000, "NOTIFICATION OF GOVERNMENT SECURITY INFORMATION" (MAY 1996).

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" (MAY 1996). Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

AFMC 5352.245-9004, "BASE SUPPORT" (JUL 1997). Communications with the Government under this clause shall be made through Lockheed Martin. The blanks included in the clause are completed as follows:
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AFMC 5352.245-9004, "BASE SUPPORT" ALTERNATE I (JUL 1997). Communications with the Government under this clause shall be made through Lockheed Martin. The blanks included in the clause are completed as follows: _____.

Summary of changes for Revision 1:

Deleted DFARS 252.225-7009 "DUTY FREE ENTRY – QUALIFYING COUNTRIES SUPPLIES (END PRODUCTS AND COMPONENTS)" (AUG 2000).