

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

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

C-5 Software Modernization
Contract FA8525-13-D-0004

Generated Using Lockheed Martin CorpDocs 2013 Version

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Original Release

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 Software Modernization Contract FA8525-13-D-0004. 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 and DFARS clauses are added:

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

FAR 52.215-21 Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data – Modifications, Alternate I (Oct 2010)

"Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).

FAR 52.216-11 Cost Contract -- No Fee (Apr 1984)

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

FAR 52.243-2 Changes -- Cost-Reimbursement, Alternate I (Apr 1984)

"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 (Apr 2012)

Communications with the Government under this clause will be made thro

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

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

Applies if Seller is furnishing any of the items covered by this clause.

DFARS 252.227-7020 Rights in Special Works (Jun 1995)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Jun 2013)

DFARS 252.243-7002 Requests for Equitable Adjustment (Dec 2012)

"Government" means "Lockheed Martin."

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (May 2013)

"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."