

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
N00019-24-C-0039

Generated using Lockheed Martin CorpDocs 2024 Version

July 3, 2024

Original

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 document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon SELLER.

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

FAR 52.222-41 Service Contract Labor Standards (and associated clauses)

FAR 52.243-6 Change Order Accounting

FAR 52.225-5 Trade Agreements

DFARS 252.225-7021 Trade Agreements

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:

RESERVED

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 52.203-16 JUN-20 PREVENTING PERSONAL CONFLICTS OF INTEREST. (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101. Not applicable to Commercial Items as defined in FAR Part 2.101.)

FAR 52.204-21 NOV-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (Applies unless Seller is furnishing commercially available off-the-shelf items.)

FAR 52.204-27 JUN-23 PROHIBITION ON A BYTEDANCE COVERED APPLICATION.

FAR 52.208-9 MAY-14 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES. ("Contracting Officer" means "Lockheed Martin.")

FAR 52.216-16 JAN-22 INCENTIVE PRICE REVISION - FIRM TARGET. (Applicable to incentive type subcontracts. "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. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2016-O0009) (AUG 2016) Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference. Not applicable to Commercial Items as defined in FAR 2.101.

FAR 52.227-3 APR-84 PATENT INDEMNITY.

FAR 52.228-4 APR-84 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS. (Applicable to all subcontracts to which the Defense Base Act would apply but for the waiver.)

FAR 52.232-16 NOV-21 PROGRESS PAYMENTS. (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of progress payments in non-commercial Contracts. "Contracting Officer" shall mean "Lockheed Martin" except in paragraph (g) of the clause where it shall mean "Lockheed Martin or Contracting Officer." "Government" shall mean "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) of the clause where the term is unchanged and (2) in paragraphs (g) and (i) of the clause where it means "Lockheed Martin and the Government." Alternate I applies if SELLER is a small business concern.)

FAR 52.232-17 MAY-14 INTEREST. (Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.

FAR 52.232-39 JUN-13 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS.

FAR 52.222-42 MAY-14 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (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 52.228-3 JUL-14 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT). Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.229-8 MAR-90 TAXES FOREIGN COST-REIMBURSEMENT CONTRACTS. (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with _TBD. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.245-9 APR-12 USE AND CHARGES. (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-15 APR-84 CERTIFICATE OF CONFORMANCE. (Applicable to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)

DFARS 252.203-7004 AUG-19 DISPLAY OF HOTLINE POSTERS. Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.

DFARS 252.204-7004 FEB-19 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS. (Applicable to all all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.204-7009 OCT-16 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION. (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

DFARS 252.209-7010 AUG-11 CRITICAL SAFETY ITEMS. (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

DFARS 252.211-7007 AUG-12 REPORTING OF GOVERNMENT-FURNISHED PROPERTY. (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.211-7008 SEP-10 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.219-7003, SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (MAR 2016) (Applies if FAR 52.219-9 is included in this contract.)

DFARS 252.219-7004 MAY-19 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM). (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7006 SEP-14 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS. (Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7027 APR-03 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES. 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 252.225-7028 APR-03 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS. (Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7976 AUG-18 (DEVIATION 2018-O0019) CONTRACTOR PERSONNEL PERFORMING IN JAPAN. (Applies if Seller will perform work in Japan.)

DFARS 252.225-7979 DEC-17 (DEVIATION 2018-O0008) ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (Applicable to subcontracts that have an estimated value over \$50,000 and will be performed, in whole or in part, in the United States Central Command Theater of Operation.)

DFARS 252.225-7995 SEP-17 (DEVIATION 2017-O0004) CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY. (Applicable to all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.)

DFARS 252.228-7001 JUN-10 GROUND AND FLIGHT RISK. (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. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.229-7003 MAR-12 TAX EXEMPTIONS (ITALY). (Applicable to subcontracts where work will be performed in Italy. Not applicable to Commercial Items as defined in FAR 2.101. The blank in paragraph (b) is completed with TBD.)

DFARS 252.234-7004 NOV-14 COST AND SOFTWARE DATA REPORTING SYSTEM. (Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.239-7001 JAN-08 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. (Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.)

DFARS 252.229-7006 DEC-11 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)

(Applies if Seller is a United Kingdom firm. (Not applicable to Commercial Items as defined in FAR 2.101. "This contract" means "the prime contract.")

DFARS 252.234-7002 MAY-11 EARNED VALUE MANAGEMENT SYSTEM. ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows: TBD)

DFARS 252.239-7016 DEC-91 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES. (Applies if this contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 DEC-12 REQUESTS FOR EQUITABLE ADJUSTMENT. (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7010 JUN-13 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL.(Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.225-7980 JUN-16 (DEVIATION 2016-O00008) CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY. (Applicable to all subcontracts that require subcontractor personnel to perform in the USAFRICOM area of responsibility.)

DFARS 252.225-7987 OCT-14 (DEVIATION 2014-O0016) REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (Applicable to all subcontracts requiring the subcontractor to perform in the USSOUTHCOM area of responsibility.)

DFARS 252.237-7023 OCT-10 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES. (Applicable to all subcontracts for mission essential services. "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

NAVAIR 5252.204-9504 JAN-07 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007) ("Communications with the Contracting Officer shall be made through Lockheed Martin.) (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."

NAVAIR 5252.247-9508 AUG-19 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998) (Applies if Seller will make shipments under this contract directly to the Government. Not applicable to Commercial Items as defined in FAR 2.101. The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

NAVAIR 5252.247-9510 OCT-05 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005) Applies if Seller will make shipments under this contract directly to the Government.

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For - the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From - the contractor's address shipped from.
- (10) Ship to - the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

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-2 Jan-17 5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (AFFARS) (JAN 2017)

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

(a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:

- (1) The name, address, and telephone number of this contract companys representative and designated alternate in the U.S. or overseas area, as appropriate;
- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
- (7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual, and DOD 5220.22-M-Sup 1.

(b) Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the contractors security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (1) By the installation for the contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M and DOD 5220.22-M-Sup 1, classified mail services, security badges, visitor control, and investigating security incidents; and
- (2) Jointly by the contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

H-3 Jul-24 USE OF DATA OR SOFTWARE WITH LESS THAN GOVERNMENT PURPOSE RIGHTS

If the Contractor believes it to be in the best interest of the F-35 program to consider use or incorporation of any noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose rights other than assertions previously accepted under Contract the following contracts:

N00019-97-C-0038 JSF CDP
N00019-17-C-0001 LOT 12-14
N00019-19-G-0008 (New BOA)
N00019-14-G-0020 (OLD BOA)
N00019-02-C-3002 (SDD)
N00019-06-C-0291 LRIP 1
N00019-07-C-0097 LRIP 2
N00019-08-C-0028 LRIP 3
N00019-09-C-0010 LRIP 4
N00019-09-D-0022 IDIQ
N00019-10-C-0002 LRIP 5
N00019-11-C-0083 LRIP 6
N00019-12-C-0004 LRIP 7
N00019-12-C-0070 ISDD

N00019-13-C-0008 LRIP8
N00019-13-C-0013 LRIP 8 Israel
N00019-13-D-0005 IDIQ
N00019-14-C-0002 LRIP 9
N00019-14-C-0040 Japan Integration
N00019-15-C-0003 LRIP 10
N00019-15-C-0016 Block 2B
N00019-15C-0105 ACURL
N00019-15-C-0031 FY15A
N00019-15-C-0114 FY16A
N00019-16-C-0008 - C2 D2 Follow on Modernization Phase 1
N00019-16-C-0052 FY18 NA
N00019-16-C-0056 NIRL
N00019-17-C-0045 FY17A
N00019-18-C-1041 FY18A
N00019-16-C-0033 - LRIP 11
N00019-17-C-0001 - LRIP 12
N00019-18-D-0129 (ECASE IDIQ)
N00019-18-C-1048 (LRIP 11 Non-Annualized)
N00019-18-C-1004 FOM P2N00019-19-C-0004 (Lab Development)
N00019-19-C-0010 (C2D2 2.3)
N00019-19-C-0074 - STATE
N00019-19-D-0015 (LRIP 13 AME IDIQ)
N00019-19-R-0013 (STATE Lots 13-15)
N00019-19-C-1022 FY19A
N00019-20-C-0006 FY20A
N00019-20-D-0007 ALIS/ODIN
N00019-20-C-0051 Property Accountability Contract
N00019-20-C-0009 LRIP 15-17 Long Lead
N00019-20-C-0048 Belgium Integration
N00019-21-C-0020 FY21-23A

The Contractor shall submit a written request for approval to the Contracting Officer prior to use or incorporation. The request for approval shall describe:

- alternatives evaluated;
- the benefit to the F-35 program for using the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose Rights;
- the name of the entity asserting less than Government Purpose Rights;
- the basis for the assertion (per DFARS 252.227-7017), to include sufficient information to enable the Contracting Officer to evaluate any listed assertions;
- a Rough Order of Magnitude cost estimate to obtain a Government Purpose Rights license as defined in DFARS 252.227-7013 (Rights in Technical Data Noncommercial Items) and DFARS 252.227-7014 (Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation).

The Government shall respond to the request for approval within 60 business days. If the Contractor does not receive any response from the Government within 60 business days, the Contractor is authorized to use the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation in the performance of this

contract. Nothing in this clause precludes the Government from challenging any data rights assertions pursuant to DFARS 252.227-7019 or DFARS 252.227-7037.

H-4 Apr-22 RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT

(a) Pursuant to FAR 45.301, Authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property, with the exception of material as defined by FAR 52.245-1, currently accountable and managed under the following contracts:

All the Property Accountable under the following Contracts:

N00019-97-C-0038 JSF CDP
N00019-17-C-0001 LOT 12-14
N00019-19-G-0008 (New BOA)
N00019-14-G-0020 (OLD BOA)
N00019-02-C-3002 (SDD)
N00019-06-C-0291 LRIP 1
N00019-07-C-0097 LRIP 2
N00019-08-C-0028 LRIP 3
N00019-09-C-0010 LRIP 4
N00019-09-D-0022 IDIQ
N00019-10-C-0002 LRIP 5
N00019-11-C-0083 LRIP 6
N00019-12-C-0004 LRIP 7
N00019-12-C-0070 ISDD
N00019-13-C-0008 LRIP8
N00019-13-C-0013 LRIP 8 Israel
N00019-13-D-0005 IDIQ
N00019-14-C-0002 LRIP 9
N00019-14-C-0040 Japan Integration
N00019-15-C-0003 LRIP 10
N00019-15-C-0016 Block 2B
N00019-15C-0105 ACURL
N00019-15-C-0031 FY15A
N00019-15-C-0114 FY16A
N00019-16-C-0008 - C2 D2 Follow on Modernization Phase 1
N00019-16-C-0052 FY18 NA
N00019-16-C-0056 NIRL
N00019-17-C-0045 FY17A
N00019-18-C-1041 FY18A
N00019-16-C-0033 - LRIP 11
N00019-17-C-0001 - LRIP 12
N00019-18-D-0129 (ECASE IDIQ)
N00019-18-C-1048 (LRIP 11 Non-Annualized)
N00019-18-C-1004 FOM P2N00019-19-C-0004 (Lab Development)
N00019-19-C-0010 (C2D2 2.3)
N00019-19-C-0074 - STATE
N00019-19-D-0015 (LRIP 13 AME IDIQ)
N00019-19-R-0013 (STATE Lots 13-15)
N00019-19-C-1022 FY19A

N00019-20-C-0006 FY20A
N00019-20-C-0051 Property Accountability Contract
N00019-20-D-0007 ALIS/ODIN
N00019-20-C-0009 LRIP 15-17 Long Lead
N00019-20-C-0048 Belgium Integration
N00019-21-C-0020 FY21-23A

(b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.

(c) The contractor is responsible for scheduling the use of the said property. The Government shall not be responsible for conflicts, delay or disruptions to any work performed by the contractor due to use of the property under this contract or any other contracts under which use of such property is authorized.

H-5 Jul-24 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED

Information, whether delivered pursuant to the Contract Data Requirements List (CDRL) or provided in response to any other requirement contained in this contract, which would be deemed technical data under DFARS 252.227-7013, Rights in Technical Data Noncommercial Items (FEB 2014), or computer software and computer software documentation under DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014), if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because access by the Government, delivery by the Contractor, or provision 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-6 Apr-09 MATERIAL SAFETY DATA SHEET (MSDS) (NAVAIR 5252.223-9501) (APR 2009)

(a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, Hazardous Material Identification and Material Safety Data, to Mar-navyhmir@med.navy.mil and the Naval Inventory Control Point (NICP) at wraps.prime.fct@navy.mil.

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

H-8 Feb-09 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR 5252.227-9511) (FEB 2009)

(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 SELLER. The SELLER 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 agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The SELLER 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 SELLER.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and SELLER, the SELLER 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.

H-11 May-11 CONTRACTOR EMPLOYEES (NAVAIR 5252.211-9510) (MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officers Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officers Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

H-14 Jul-24 PROPULSION SYSTEM INTEGRATION

Applicable if SELLER will work directly with Pratt & Whitney in support of this Contract.

The following clause is included in the Air System Contractor (ASC) and Propulsion System Contractor (PSC) contracts to establish the roles and responsibilities for all parties concerning integration of the propulsion system into the JSF Air System and management of JSF Propulsion System processes as they relate to the JSF Air System.

Any Associate Contractor Agreement to which the Contractor is a party shall be consistent with facilitating the Contractors obligations under this clause.

(a) The ASC shall:

- (1) ensure successful JSF Propulsion System Integration and installation of the propulsion system with the Air System;
- (2) ensure successful integration of the JSF Propulsion System and propulsion sustainment systems into the Autonomic Logistics Information System,
- (3) align logistics support system resources to support JSF Propulsion System requirements,
- (4) ensure necessary JSF Propulsion System Autonomic Logistics Data Flows and Air Vehicle and Autonomic Logistics Information System Functionality,
- (5) works with the PSC to meet the overall performance of the JSF GFE propulsion system and propulsion sustainment systems meet all requirements defined in this contract and to integrate and install JSF Propulsion Systems and propulsion sustainment systems into the production Air System, including support of the logistics support system requirements allocation process,
- (6) prepare and coordinate Major Variance Requests (MVRs) and Engineering Change Proposals (ECPs) with the PSC and JPO,
- (7) review MVRs and ECPs provided by the PSC and identify and notify the PSC and JPO of any impacts to the JSF Air system, and
- (8) update the documents identified in paragraph (c)(4) as appropriate.

(b) The PSC shall (but the ASC is not responsible for):

- (1) coordinate and cooperate with the ASC concerning JSF Propulsion System Integration and installation of the propulsion system with the Air System,
- (2) coordinate and cooperate with ASC concerning successful integration of the JSF Propulsion System and propulsion sustainment systems into the Autonomic Logistics Information System,
- (3) coordinate and cooperate with ASC concerning alignment of logistics support system resources to support JSF Propulsion System requirements,
- (4) coordinate and cooperate with ASC to ensure development of systems that ensure necessary JSF Propulsion System Autonomic Logistics Data Flows, and Air Vehicle and Autonomic Logistics Information System Functionality, including delivery of necessary JSF Propulsion System sustainment and configuration management data in proper formats necessary for ALIS functionality
- (5) coordinate and cooperate with the ASC to ensure the overall performance of the JSF Propulsion System and propulsion sustainment systems meet all requirements defined in this contract and work with the ASC to integrate and install JSF Propulsion System and propulsion sustainment systems into the production Air System, including support of the logistics support system requirements allocation process,
- (6) prepare and coordinate Major Variance Requests (MVRs) and Engineering Change Proposals (ECPs) with the ASC and JPO,
- (7) review MVRs and ECPs provided by the ASC and identify and notify the ASC and JPO of any impacts to the JSF Propulsion System, and
- (8) support ASC efforts to update the documents identified in paragraph(c)(4).

(c) The ASC and PSC shall:

- (1) participate on the JSF Propulsion IPT to cooperatively identify, manage, and resolve air system and propulsion system anomalies associated with development, production,

installation, operation, and sustainment of the JSF Propulsion Systems in the JSF Air System,

(2) participate in Program reviews, IPT reviews, and working groups between the ASC and PSC. Provide timely notification and recommendation to the JPO to mitigate production and sustainment risks resulting from schedule, technical, logistics or resource complications identified during these meetings,

(3) coordinate between the ASC, PSC, and the JPO to generate annual ASC LRIP Groundrules and Assumptions (GR&As) that specify JSF Propulsion System DD250 and JSF Air System delivery dates, as well as other JSF Propulsion System Integration requirements for development, production, installment, operational , and sustainment activities.

(4) comply with the following documents describing management policies, issue resolution procedures, and integration and contract responsibilities:

(i) Propulsion System Management Plan (PSMP), 2YPA00001-0001 dated 27 Feb 2002,

(ii) Propulsion System Integration Associate Contractor Agreement (ACA) for the F-35 Joint Strike Fighter Low Rate Initial Production, dated 5 Oct 2005, and

(iii) Sustainment Performance Management (SPM) Plan, dated July 2011.

H-15 Apr-22 TAXES AND DUTIES

(a) The contract prices include all applicable taxes and duties, as defined in FAR 52.229-6, Taxes Foreign Fixed-Price Contracts (FEB 2013) and FAR 52.229-8, Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990), except for:

(1) Customs duties, import and export taxes, and similar charges imposed by Participants to the Joint Strike Fighter Production, Sustainment, and Follow-On Development Memorandum of Understanding (MOU) or Foreign Military Sales (FMS) customer of the F-35 Lightning II program;

(2) Value Added Taxes (VAT) or consumption taxes, imposed by the Country Concerned, as defined in FAR 52.229-6 and 52.229-8, on goods or services delivered in the Country Concerned under this contract.

(b) If the SELLER is required to pay or bear any tax or duty specified in subparagraphs (a)(2) above, including any interest or penalty, the SELLER shall follow the procedures specified in FAR 52.229-6, Taxes Foreign Fixed-Price Contracts (FEB 2013) and FAR 52.229-8, Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990).

(c) Nothing outside of exceptions listed above alleviates the SELLER from the requirements of FAR 52.229-6 or 52.229-8.

H-20 Mar-99 LIABILITY INSURANCE (NAVAIR 5252.228-9501) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-7, Insurance--Liability to Third Persons and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workmans Compensation and Employers Liability Insurance (or, where maritime employment is involved, Longshoremens and Harbor Workers Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

H-23 Jul-24 COSTS INCURRED FOR SPECIFIC COMMERCIAL AND CONSUMABLE ITEMS

Costs incurred for trucks and golf carts are deemed unallowable under this contract. The F-35 Joint Program Office (JPO) may not procure passenger motor vehicles in accordance with Title 31 U.S. Code 1343, which prohibits the lease or procurement of passenger motor vehicles without specific authorization in an appropriation. Further, NMCARS 5201.601-90(c)(6)(L) makes a unique delegation to NAVFACENCOM of contracting authority for the procurement and maintenance of automotive vehicles. The contractor shall not include Information Technology (IT) assets which do not touch the airplanes or the Autonomic Logistics Information System (ALIS) directly. The contractor is allowed to procure computers to be located at F-35 Government facilities limited to access of F-35 technical information stored on the Lockheed Martin enterprise network.

H-24 Jul-24 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

(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 (ITARs), 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 SELLER, 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 SELLER shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

H-30 Jul-24 SDD and LRIP CONTRACT CHANGES

(a) The parties acknowledge that Government-directed changes to the Performance Work Statement (PWS) or specification of Contract N00019-02-C-3002 (SDD) may impact performance on this contract. If a Government-directed change to the Performance Work

Statement (PWS) or specification of Contract N00019-02-C-3002 causes an increase or decrease in the estimated cost or target cost, as applicable, of this contract, the Contracting Officer may make an equitable adjustment to this contract pursuant to FAR 52.243-1, Changes-Fixed-Price (AUG 1987), or FAR 52.243-2, Changes-Cost-Reimbursement (AUG 1987), as applicable.

(b) Furthermore, the parties acknowledge that Government-directed changes to the Performance Work Statement (PWS) of the following Low Rate Initial Production (LRIP) contracts for sustainment changes may impact the performance on this contract. If a Government-directed change to the Performance Work Statement (PWS) causes an increase or decrease in the estimated cost or target cost, as applicable, the Contracting Officer may make an equitable adjustment to this contract pursuant to FAR 52.243-1, Changes-Fixed-Price (AUG 1987), or FAR 52.243-2, Changes-Cost-Reimbursement (AUG 1987), as applicable.

Contract LRIP Contract Line Item

N00019-02-C-3002 SDD
N00019-06-C-0291 LRIP 1
N00019-07-C-0097 LRIP 2
N00019-08-C-0028 LRIP 3
N00019-09-C-0010 LRIP 4
N00019-10-C-0002 LRIP 5
N00019-11-C-0083 LRIP 6
N00019-12-C-0004 LRIP 7
N00019-13-C-0008 LRIP 8
N00019-13-C-0013 LRIP 8 FMS1
N00019-13-D-0005 IDIQ
N00019-14-C-0002 LRIP 9
N00019-14-C-0040 FMS2 Integration
N00019-14-G-0020 BOA
N00019-15-C-0003 LRIP 10
N00019-15-C-0016 Block 2B
N00019-15C-0105 ACURLN00019-15-C-0031 FY15A
N00019-15-C-0114 FY16A
N00019-15-C-0003 LRIP 10
N00019-15-C-0031 LRIP 8 SUSTAINMENT
N00019-15-C-0114 LRIP 9 SUSTAINMENT
N00019-16-C-0004 LRIP 10 SUSTAINMENT
N00019-16-C-0033 - LRIP 11
N00019-17-C-0001 LOTS 12-14
N00019-19-C-0074 - STATE
N00019-19-D-0015 LRIP 13 AME IDIQ
N00019-19-R-0013 STATE Lots 13-15
N00019-20-C-0009 LOTS 15-17
N00019-17-C-0045 FY17A
N00019-18-C-1041 FY18A
N00019-19-C-1022 FY19A
N00019-19-D-0015 FY19 SPARES/ LOT 13 AME
N00019-17-C-0001 BLOCK BUY- LRIP LOTS 12-14
N00019-19-C-0004 DEVELOPMENT FOUNDATION CONTRACT (DFC)
N00019-20-C-0006 FY20A
N0001921-C-0020 FY21-23A

(c) For the purposes of this clause, "Government-directed changes" are defined as changes to Contract N00019-02-C-3002 or the LRIP Line Items specified above which are initiated by the Government, are authorized in writing via contract modification, and do not emanate from the Contractor's request for relief from the terms and conditions of the contract. Changes which are not incorporated in a formal contract modification or which result in contract modifications that are based upon the Contractor's inability to satisfy or nonperformance of the requirements under Contract N00019-02-C-3002 or LRIP Line Items specified above shall not constitute a Government-directed change.

H-31 Jul-24 USE OF GOVERNMENT SUPPLY SOURCES

The Contractor and its subcontractors are authorized to use Defense Logistics Agency (DLA) as a Government Source of Supply in accordance with FAR 52-251.1 if determined, by the contractor, to be the best value to the Government in terms of price and/or delivery. This authorization applies only to parts needed to support performance under this contract. The Contractor may need to review the DOD EMALL web site to determine stock levels and availability. The Contractor and its subcontractors who currently have MILSTRIP authority may continue to use the Military Standard Requisitioning and Issue Procedure (MILSTRIP) Department of Defense Activity Address Code (DODAAC) to requisition supplies from DLA. Any acquisition from DLA will be a direct transaction between the contractor and DLA. The contractor shall arrange for direct payment to DLA for all parts requisitioned from DLA. The contractor shall not use the NAVSUP HM fund code for parts ordered from DLA. The contractor is solely responsible for dealing directly with DLA to ensure timely delivery of the parts ordered. This clause does not authorize the contractor to procure Critical Safety Items from sources of supply that are not qualified or approved by the contractor's quality system. Prior to delivery under this contract, parts and supplies procured from DLA are considered contractor furnished material rather than Government Furnished Property with title to all property vesting in the contractor upon delivery from DLA as contractor furnished material for use limited to DOD contracts. Using DLA as a source will not relieve the contractor of meeting contract performance metrics.

H-32 Jan-92 VERIFICATION OF SHIP TO AND/OR NOTICE OF AVAILABILITY ADDRESS (NAVAIR) (JAN 1992) Applicable if SELLER will ship directly to the U.S. in performance of this Contract.

The Contractor shall submit a request in duplicate to the Transportation Office of the cognizant Contract Administration Office for verification of the "Ship to" address. If the offer/release instructions require a "Notice of Availability" the contractor shall also request verification of the address to which notification will be made (the 'IAC 3' address). Such requests shall be submitted at least ten (10) days in advance of (i) date Notice of Availability is to be submitted, or (ii) actual shipping date, if shipment is to be released automatically.

H-33 Jul-24 REPAIR OF REPAIRABLES (ROR) AND BEYOND ECONOMICAL REPAIR (BER) PROCESS

Replenishment Spares, Repair or Repairables (RoR), and Beyond Economical Repair (BER) Replenishment spares: The Contractor shall replenish consumables and repairables that have been identified as Beyond Economical Repair (BER) during the CLIN Induction Period in accordance with the Sustainment Contract Performance Work Statement (PWS).

All items inducted for repair during the CLIN Induction Period shall be repaired and returned in a Ready-For-Issue (RFI) status to the Joint Strike Fighter Spares Pool. Ready for Issue (RFI) shall be defined as (a) in serviceable condition, (b) aligned to the design and specification on shipping documentation, (c) in compliance with 252.211-7003, (d) with accurate and complete data, and (e) able to be inducted in to the appropriate supply function SOU. EEL-required parts, as defined in Supplier EELS Required List 2PKB00001, additionally require (f) an EEL be present on the appropriate supply function SOU.

All repair/replenishment items ordered under this contract shall be delivered no later than five years from the end of the CLIN Induction Period and in compliance with 252.211-7003 and IAW CAO processes and procedures. Repairable items identified for replenishment, with a lead time of greater than twenty-four (24) months, identified on the Parts Exception List shall be delivered no later than three years from the end of the CLIN Induction Period dependent on contractor providing management plan on how they are addressing, Repairable items identified for replenishment that are taking longer than twenty-four months. Consumable replenishments initiated during the same induction PoP will be delivered within procurement and production lead time but no later than five year from the end of the CLIN Induction Period and in compliance with 252.211-7003.

Repair of Repairables (RoR): All items that are inducted for repair after the beginning of the Induction Period shall be repaired and returned in a Ready-for-Issue (RFI) status to the F-35 Joint Spares Pool (JSP) under this contract subject to applicable CAO inspections. All items inducted for repair during the CLIN Induction Period will be returned in RFI status to the JSF Program Office and in compliance with 252.211-7003. RFI includes the EEL where required. Accordingly, a minimum of 10% of the items shall have a Repair Cycle Time of 150 days or less; a minimum of 60% of items shall have an RCT of 225 days or less, and 100% to have a Repair Cycle Time (RCT) of 3 years or less. The Contractor shall provide data to the Cognizant CAO CMO detailing the status for each USG asset upon request. The Contractor will provide summary level data to include the physical location of each item in the repair cycle, as well as the RCT induction date for each individual item.

Beyond Economical Repair (BER): An item shall be considered BER if the cost of the repair exceeds 75% of the replacement price of a new spare item as defined in Attachment 40. This replacement price is for the purposes of BER determinations only, and may not be used or relied on by the offeror in the pricing of the repairs required by this contract. USG and Contractor teams shall meet monthly to update Attachment 40 with the latest available, fully burdened, price information. All BER and Beyond Physical Repair (BPR) actions shall receive concurrence and approval by cognizant CAO in accordance with the process and documentation requirements defined in Joint JPO DCMA Letter 19-239, Attachment 45. The Contractor shall, to the maximum extent possible, recommend BER determinations with substantiating data to the cognizant CAO upon initial evaluation. If a BER condition or nature of the repair for an item cannot reasonably be determined upon initial evaluation, the Contractor shall provide the BER recommendation with substantiating data to the cognizant CAO no later than it is reasonably practicable to determine the scope of the repair considered for the item(s) recommended as BER. Once the Contractor recommends a BER determination, further repair is not authorized until written direction is received from the cognizant CAO to proceed with the repair. For parts subject to fixed-priced supplier PBLs, suppliers shall have authority to undertake any repair that does not increase the cost or price of the supplier PBL to the prime contractor or the Government; parts repaired under this authority shall not result in any such cost or price increase. If a repair of any of any parts will or may increase the cost or price of the supplier PBL, whether to the Contractor or the Government, such repair shall be subject to the

general review and approval process governing repairs anticipated to exceed 75% of the replacement price. Alternatively, based on substantiating data the cognizant CAO may authorize disposal of the item in lieu of repair. Any disposal of items shall be performed by the Contractor in accordance with all applicable FAR/DFARS regulations and the Contractor's approved Government Property Disposal Procedures. RTAT calculations will exclude the time required for the Government to provide ultimate disposition to the Contractor through the required contractual authority. The Contractor shall obtain written concurrence from the cognizant CAO or their delegated representative for any item(s) recommended as BER.

Selective Interchange / Cannibalization: The Contractor is authorized to perform Selective Interchange (Cannibalization) of inducted assets at the subcomponent level. Selective Interchange is defined here as the exchange/use of selected serviceable repair parts components from an unserviceable assembly for use in expediting the repair/overhaul of a like assembly. Selective Interchange or Cannibalization as deemed appropriate by the Contractor may be undertaken to ensure the replacement/piece part availability necessary to meet the projected/known Fleet needs of repair and overhaul items. The Contractor shall maintain traceability for serialized components or parts exchanged/selectively interchanged. In no event, however, shall a selective interchange be the basis of a claim that a unit or assembly is Beyond Economic Repair (BER) or Beyond Physical Repair (BPR) if that unit otherwise would not have been BER, BPR without prior government approval.

H-36 Oct-19 5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (OCT 2019) 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.

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

- (3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and
- (4) Report lost or stolen CACs in accordance with local policy/directives.
- (e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.
- (f) Failure to comply with these requirements may result in withholding of final payment.
(End of clause)

H-41 Jul-24 MARKING AND DELIVERY OF NONCOMMERCIAL COMPUTER SOFTWARE AND COMPUTER SOFTWARE DOCUMENTATION

The parties agree that all noncommercial computer software and computer software documentation developed under this contract and related to the F-35 ODIN System, which are required in performance of the task order requirements under this contract shall, when Committed, be considered to be delivered within the meaning of DFARS 252.227-7014, Rights in Noncommercial Computer Software and Computer Software Documentation (MAR 2023). Committed is defined as occurring when a Lockheed Martin developer commits computer software source code and/or computer software documentation by way of saving software, by performing a git push or similar command to the Government Repository. Commits shall occur, at a minimum, at the conclusion of each workday in which the software code or computer software documentation are modified.

A. For the purposes of this clause, "the Government Repository is defined as the ODIN System source code repository located in the JPO-managed development environment (JPO Cloud or OCIO-managed Amazon Web Services environment, current as of August 2023), unless otherwise agreed to by the parties.

b. For the purposes of this clause, ODIN software is defined as new F-35 Logistics Information System capabilities as well as legacy ALIS software that has undergone modernization at the repository level (for example, containerization).

2. The parties further agree that all noncommercial computer software and computer software documentation Committed into the Government Repository and utilized in performance of this contract shall be marked in accordance with DFARS 252.227-7014(f). Specifically, in accordance with DFARS 252.227-7014(f), only the following legends are authorized under this contract: (1) the government purpose rights legend; (2) the restricted rights legend; (3) the special license rights legend and/or (4) a notice of copyright as prescribed under 17 U.S.C. 401 or 402. With the exception of any markings that are required in Section D of this contract, all other markings including contractor proprietary markings are not permitted and will be treated as nonconforming with DFARS 252.227-7013(f) and 252.227-7014(f). The Contractor shall remove any nonconforming markings within 48 hours of notification from the Government.

3. The term deliverable as used herein shall have the same force and effect as an item that is delivered pursuant to a DD 1423, Contract Data Requirements List (CDRL).

4. To the extent that the SELLER identifies the need for subcontractor participation in the execution of a task order that requires delivery of noncommercial computer software or noncommercial computer software documentation pursuant to this clause, the SELLER shall flow the terms and conditions stated herein to the applicable subcontractors. In the event that a subcontractor non-concurs with these requirements, the SELLER shall obtain LOCKHEED MARTIN's written consent for any terms and conditions that deviate from this clause prior to

authorizing the subcontractor to begin work. Additionally, the SELLER will work with LOCKHEED MARTIN to identify alternatives as required.

H-44 Jul-24 CONTRACTOR AND GOVERNMENT INFORMATION SYSTEMS

1. For the purposes of this clause, the following definitions shall apply:

a. Government Repository is defined as the ODIN System source code repository located in the JPO-managed development environment (JPO Cloud or OCIO-managed Amazon Web Services environment, current as of August 2023), unless otherwise agreed to by the parties.

b. Cyber Incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

2. Because the Government Repository (or other Government-managed environment as applicable under this contract) is not a Contractor information system or a Contractor-provided information technology service, the security requirements of DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting, and 252.239-7010 Cloud Computing Services, with respect to the Government Repository, including information technology security obligations and liabilities, are not applicable to Lockheed Martin or its subcontractors. Lockheed Martin and its subcontractors are not responsible for any changes to software made by employees of other organizations. Lockheed Martin and its subcontractors are not responsible for any access to or escapes of software once such items are uploaded, installed, or otherwise placed on the Government Repository, and the Government assumes all risks and liability arising in conjunction with such cybersecurity related events or other unauthorized disclosures of software or Covered Defense Information (as defined in DFARS 252.204-7012), unless such events occur directly due to negligence or misuse of the Government Repository by an employee of Lockheed Martin or one of its subcontractors. In the event of any Cyber Incident on the Government Repository concerning Lockheed Martin development or related activity, the Government will notify Lockheed Martin within 72 hours of the discovery of the incident involving Lockheed Martin supported or authored work, unless otherwise prohibited by an F-35 Authorizing Official.

3. Downtime or loss of service on the Government Repository shall be an excusable delay under this contract.

H-47 Jul-24 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invi+G765:O809ted Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.- ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause

U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

Commander, United States Forces Korea (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

Responsible Officer (RO) means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

- (1) Completion or termination of the contract.
- (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Chapter 2-6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. ?off-limits?), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean drivers license or a valid international drivers license to legally drive on Korean roads

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

H-48 Jul-24 CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the publications tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause

U.S. ROK Status of Forces Agreement (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended ?

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

United States Forces Korea (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

USFK, Assistant Chief of Staff, Acquisition Management (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

Responsible Officer (RO) means A senior DOD employee (such as a military E-5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

Uniform Code of Military Justice means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

- (iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.
 - (2) Treaties and international agreements;
 - (3) United States regulations, directives, instructions, policies, and procedures; and
 - (4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. ?off-limits?), prostitution and human trafficking and curfew restrictions.
- (e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.
- (1) All required security and background checks are complete and acceptable.
 - (2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.
 - (3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office if applicable.
 - (4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.
- (f) Processing and departure points. Deployed contractor personnel shall
- (1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;
 - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
 - (3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.
- (g) Personnel data list.
- (1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S. SROK SOFAs Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officers direction. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation.

(1) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.