

14 December 2009

ADDITIONAL SUBCONTRACT TERMS FOR FA8611-09-C-2900 *

* USE THIS ADDENDUM IN CONJUNCTION WITH THE MOST CURRENT VERSION OF CORP DOCS, AND CORP DOC 3A.

1. Add the following H Clauses:

H001 DEFERRED DELIVERY OF TECHNICAL DATA

(a) Buyer may choose not to order the delivery of full supplier Technical Data Packages (TDPs) under PO's issued under the EMD prime contract (F33657-91-C-0006) or, as appropriate, prior F-22 production prime contracts listed in H-008 below. Buyer may choose to order the TDPs under this PO in accordance with DFARS 252.227-7026 "Deferred Delivery of Technical Data or Computer Software."

(b) Seller and lower tier subcontractors shall maintain the currency of their drawings and associated lists, provide access to the F-22Team/Government personnel upon request, and deliver a complete Technical Data Package should the Buyer order delivery of TDPs under this contract in accordance with paragraph (a) above.

(c) Seller agrees that the Government's rights in any TDP data described above which is called for delivery under this contract shall be subject to the data rights clauses of this contract (including DFAR 252.227-7013 Rights in Technical Data - Noncommercial Items). Any unique data newly created under this contract shall be subject to the data rights clauses in this contract.

(d) The Statement of Work (SOW) on this PO requires, in certain instances, that data previously developed under POs issued by Buyer to Seller under the EMD Contract (F33657-91-C-0006) or, as appropriate, prior F-22 production prime contracts listed in H008 below, be updated or maintained for production. In performance of these SOW requirements. Seller is authorized to incorporate updates for production into the applicable existing EMD data in lieu of creating new documentation. These updates shall be made available to the Government in accordance with existing data access and delivery requirements (i.e., as required or periodic SDRL submittal, or alternate access data).

(e) Costs incurred to incorporate updates for production into the existing TDP shall be incurred under this PO and not charged to any other F-22 PO.

H002 RELEASE OF INFORMATION

(a) The Seller shall obtain approval from the 88th Air Base Wing Public Affairs Office (88th/PAX) 30 days prior to release of any information relating to this contract or the F-22 program that has not been previously cleared or released by the U.S. Air Force or the Department of Defense. The Seller shall include this clause in any subcontract awarded as a result of this contract. "Information" includes, but is not limited to, news releases, articles,

other information may be obtained from the Security and Policy Review public web site at <<http://www.wpafb.af.mil/library/factsheets/factsheet.asp?id=10275>>.

Seller must provide three (3) copies of each document or magnetic media (video, CD, floppy disk, etc.) and request letter by postal mail or package service. For security and administrative reasons, documents may not be submitted by electronic mail.

(c) Unclassified, unlimited distribution information proposed for public release about the F-22 Program must be submitted to:

88th Air Base Wing Office of Public Affairs
5215 Thurlow St
Bldg 70, Suite 4B
WPAFB, OH 45433-5543
Tele: 937-522-3252
Fax: 937-522-3500
DSN 672-3252
email: 88abw.pa@wpafb.af.mil

H003 APPLICATION FOR EQUIPMENT FREQUENCY AUTHORIZATION

Seller must ensure that radio frequencies are available to support electromagnetic radiating devices in their intended environment and that adequate protection from interference can be provided to receiving devices. Accordingly, the Seller shall submit DD Form 1494, Application for Equipment Frequency Allocation, in triplicate to the Lockheed Martin within 10 days of proposal submission. Instructions for preparing the form are contained in AFI 33-118, Radio Frequency Spectrum Management, and on the form itself. Lockheed Martin will route the DD Form 1494 through the Administrative Activity Quality Control Office in accordance with AFI 33-118. Upon verification of frequency requirements, the subcontractor shall submit, if required, information to prepare a "Standard Frequency Action Format (SFAF) Request". Attention is directed to DFARS 252.235-7003, Frequency Authorization and its ALT 1.

H004 CONTRACTOR IDENTIFICATION

(a) Seller personnel and their subcontractors must identify themselves to the U.S. Government as subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Seller -occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be cle0(pec)-w948 DD

(b) Further, commercial items, off-the-shelf items (i.e., previously developed items) and items not on the critical technology list are excluded from the requirements of AFMCFAR 5352.227-9000 Export-Controlled Data Restrictions.

H010 REVIEW OF PROPRIETARY DATA

The Seller hereby grants its permission to disclose and release any data submitted hereunder marked with a limited, restricted or proprietary rights legend to a support contractor retained by the Government; provided that such support contractor shall be prohibited from further releasing, disclosing or otherwise using such data in accordance with a Non-Disclosure Agreement. The Seller shall include this clause in all subT0andse usingse us3not onder markcor

installation. All communication with the government required by this clause shall be conducted through Lockheed Martin.

3. ADD these Air Force Materiel Command Federal Acquisition Supplement Contract Clauses:

5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997).
"Contracting Officer" means "Lockheed Martin."

5352.245-9001 Government-Furnished Property/Contractor Requisitioning (AFMC) (Jul 1997) Applicable if Government or Lockheed Martin property will be furnished to Seller and then appropriate provisions identifying the property must be included in the subcontract. List Government Furnished Property by Item Number, NSN, Noun, Part Number and Quantity.

4. ADD these DFARS CLAUSES:

252.211-7006 Radio Frequency Identification (Feb 2007)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993). Applicable if Seller is performing on a DoD installation.
"Government" means "Lockheed Martin and the Government."

252.225-7004 Report of Intended Performance Outside the U.S. and Canada – Submission After Award (MAY 2007)

252.225-7009 Restrictions on Acquisition of Certain Specialty Metals (Jul 2009)
Clause (d) is deleted.

252.225-7012 Preference for Certain Domestic Commodities (Dec 2008)
Applies if Seller is providing any of the items covered by this clause.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (Dec 1991)
Para (b), Location is "All locations approved for developmental and production activities in support of the F-22 Program."

5. ADD these FAR CLAUSES:

52.242-15 STOP-WORK ORDER (AUG 1989)

“Contracting Officer” and “Government” mean “Lockheed Martin.”
For cost reimbursement subcontracts, Alternate I applies.

52.245-9 USE AND CHARGES (JUN 2007)

Communications with the Government under this clause will be through Lockheed Martin.

FAR 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

FAR 52.246-24 LIMITATION OF LIABILITY – HIGH-VALUE ITEMS (FEB 1997)

Applies to high value line items only. For purposes of this clause an item is a high value item if the unit cost of the item exceeds \$100,000. The reference to Government acceptance shall mean “acceptance by the Government of the prime contract end item consisting Seller’s items.”