



**LOCKHEED MARTIN AERONAUTICS COMPANY**

**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**

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

**Germany C-130 DIRCM**

**Contract Q/L2AB/KA098/IA387**

**Generated using Lockheed Martin CorpDocs 2024 Version**

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The following are the supplemental terms and conditions to be incorporated, in addition to those other terms and conditions from the applicable CorpDoc 1 for the supply of Miysis DIRCM in support of the Prime Contract Q/L2AB/KA098/IA387 Germany C-130 DIRCM.

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.

The following clauses are added:

**SECTION H- SPECIAL PURCHASE ORDER REQUIREMENTS**

**1. Usage Rights**

- a. The Seller shall notify Lockheed Martin of any inventions arising during the execution of the Contract for which the Seller applies for patent or utility model protection, immediately or later, by sending a copy of the application documents to Lockheed Martin without undue delay following the application. This also applies to the registration of designs and trademarks if the trademark is used to designate the subject matter of the Contract.

## 2. Seller's Personnel

- a. The Seller shall, in accordance with the specifications, only employ sufficiently qualified personnel in sufficient numbers to be able to properly and fully comply with its obligations under this Contract at all times. The employees of the Seller or subcontractors hired by it shall not enter into any employment relationship with Lockheed Martin or Lockheed Martin's customer, even if they work on Lockheed Martin's or Lockheed Martin's customer's properties and premises. The right to give instructions shall in any case remain with the Seller and/or subcontractors hired by the Seller.

## 3. Quality Assurance

- a. The Seller must provide the contractually required services using the following standards:
  - i. AQAP 2310, NATO-QUALITY ASSURANCE REQUIREMENTS FOR AVIATION, SPACE AND DEFENSE SUPPLIERS, Edition B Version 1, DECEMBER 2017;
  - ii. AQAP-2105, NATO REQUIREMENTS FOR DELIVERABLE QUALITY PLANS, Edition C, Version 1, January 2019;
  - iii. AQAP-2210 NATO SUPPLEMENTARY SOFTWARE QUALITY ASSURANCE REQUIREMENTS TO AQAP-2110 OR AQAP-2310, Edition A, Version 2, September 2015;
  - iv. Software development standard RTCA-DO 178B for aircraft on-board software;
  - v. Certification of the Seller's QM system according to AS 9100 or its national translations must be presented when the Contract is signed and maintained during the term of the Contract.
- b. In accordance with Allied Quality Assurance Publication (AQAP) 2310, these quality assurance measures shall be established in a quality assurance plan (QAP) in accordance with the Statement of Work. The scope and depth of these measures shall be based on the risks associated with the contractual services. The quality assurance plan includes, among other things, a test procedure plan which defines the sequence of the verification tests and the test documents. The quality assurance plan must be presented to Lockheed Martin before starting the provision of the service and must be agreed upon with Lockheed Martin.
- c. The Seller shall apply the following note to all copies of the delivery note, bearing the signature of the quality management representative and the applicable date:

“This is to confirm that the required inspections have been performed and that the products/services conform to the contractual requirements.”

#### **4. Security**

- a. In case of visits being required to Lockheed Martin’s premises in the United States or Lockheed Martin’s customer’s premises in Germany, the Seller’s personnel will provide timely notification to the security officer responsible for the facility to be visited and acquaint themselves with the regulations to be observed.
- b. The Seller undertakes to meet the requirements established by the responsible national security authority, Lockheed Martin and Lockheed Martin’s customer with respect to security and secrecy and IT security and, at their request, to exclude certain personnel from participation in contract performance in accordance with clause 2 above.

#### **5. Warranty period**

- a. Seller shall provide period for claims for warranty of material, workmanship, and design defects for 24 months from the date of delivery to Lockheed Martin’s customer’s acceptance of the corresponding DIRCM integration.