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

Advanced Pilot Training (APT) Program
Contract Number FA8617-17-R-6219
Generated using Lockheed Martin CorpDocs 2016 Version

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THE TERMS SET FORTH HEREIN ARE BASED ON THE FA8617-16-R-6219 PRIME CONTRACT SOLICITATION. BOTH PARTIES AGREE TO NEGOTIATE IN GOOD FAITH ANY CHANGES RESULTING FROM THE FA8617-17-R-6219 PRIME CONTRACT DEFINITIZATION

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

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon the SELLER.

PART I
Reserved.

PART II
Reserved.

PART III. ADDITIONS
The following FAR, DFARS, AFFARs, & AFMC clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011) (Applicable to all subcontracts exceeding $150,000 in which employees will perform acquisition functions closely associated with inherently governmental functions. (Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016) (Applicable to all subcontracts in which the subcontractor may have Federal contract information residing in or transiting through its information system.)

FAR 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (Applies if this contract exceeds $30,000. Does not

apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.)

FAR 52.219-9 ALT III Alternate III - Small Business Subcontracting Plan (OCT 2015) (Applies if this contract exceeds $700,000. 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 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015) (Applies to solicitations for subcontracts for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and where the subcontract is estimated to exceed $500,000. In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

FAR 52.222-99 Establishing A Minimum Wage For Contractors (DEVIATION 2014-O0017) (JUN 2015) ("Contracting Officer" means "Lockheed Martin.")

FAR 52.230-4 Disclosure and Consistency of Cost Accounting Practices--Foreign Concerns (OCT 2015) ("Government" as used in the second and third sentences means "Government or Lockheed Martin." Applicable to subcontracts awarded to a foreign subcontractor unless the subcontractor is otherwise exempt from CAS. Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)

FAR 52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012) ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Not applicable to Commercial Items as defined in FAR 2.101)

DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (May 2016)

DFARS 252.239-7017 Notice of Supply Chain Risk (Nov 2013) (Applicable to solicitations for subcontracts that involve the development or delivery of any information technology whether acquired as a service or as a supply. "Government" means "Lockheed Martin and the Government")

AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (Nov 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101)

AFMC 5352.227-9000 Export-Controlled Data Restrictions (Jul 1997) ("Contracting Officer" means "Lockheed Martin.")

H-001 - DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA AND COMPUTER SOFTWARE NECESSARY FOR ORGANIZATIONAL AND DEPOT-LEVEL MAINTENANCE AND TRAINING SYSTEMS (JUN 2016)

(a) Definitions. As used in this special contract requirement and associated PO line items:

1. OMIT Data" is defined for the purposes of this contract as all technical data, computer program, computer software documentation, computer data bases and graphics pertaining to the APT systems and associated equipment required to successfully conduct all operation; maintenance, which includes organizational, intermediate, and depot-level maintenance; installation; and training. OMIT Data includes all technical data required to accomplish maintenance, including Air Force sustainment of the technical data itself.

A. OPERATION
"Operation" includes all procedures, guidance, and instructions for ground and inflight operating, handling, testing, emergency, utilization, familiarization, and functional use of the Aircraft, Engine(s), Support Equipment (SE), Aircrew Training Devices (ATDs), and Ground Training Devices (GTDs) to perform their intended functions. Operation also includes all data to identify, catalog, stock, source, acquire, procure, replenish, package, handle, store, and transport all Aircraft, Engine(s), SE, ATD, and GTD systems, subsystems, assemblies, subassemblies, components, parts, and pieces.

B. MAINTENANCE
"Maintenance" includes all scheduled and unscheduled organizational, intermediate, and depot-level maintenance and repair capabilities to maintain, inspect, test, service, adjust, troubleshoot, analyze, remove, replace, repair, install, disassemble, reassemble, and overhaul to maintain in, or restore to, a serviceable condition the Aircraft, Engine(s), SE, ATD, and GTD systems, subsystems, assemblies, subassemblies, components, subcomponents, parts, and pieces.

C. INSTALLATION
"Installation" includes infrastructure such as facility planning, site surveys, hangers, maintenance facilities, supply chain management, hush houses, test cells, test stands and benches, runways, ramps, wash racks, fueling/defueling stations, tools, SE, communications, data links, security, data information technology, and all other data and planning necessary for the initial standup and continued operations, training, sustainment, and maintenance at all operational sites as well as organizational, intermediate, and depot-level maintenance requirements in support of the Aircraft, Engine(s), SE, ATDs, and GTDs.

D. TRAINING
"Training" includes all formal and informal classroom, flight line, hanger, simulation, ground operation, and inflight supervised and unsupervised instruction in the flight of, operation of, use of, testing of, supply chain management of, and the organizational, intermediate, and depot-level repair and overhaul maintenance of the Aircraft, Engine(s) SE, ATDs, GTDs and their associated systems, subsystems, assemblies, subassemblies,

components, subcomponents, parts, and pieces to facilitate personnel becoming proficient in operating, maintaining, and sustaining the APT system.

2. The term "depot-level maintenance" as used in this contract-

A. Includes, but is not limited to-

(i) Installation, inspection, localization, isolation, disassembly, interchange, repair, reassembly, alignment, checkout; and
(ii) Maintenance performed on material requiring repair, major overhaul, or complete rebuild of parts, assemblies, subassemblies, and end items, and including testing, and reclamation; and
(iii) Maintenance performed for continuous airworthiness.

B. Does not include the manufacture of new items.

3. Other terms used in this special contract requirement defined in the following clauses have the same meaning as set forth in those clauses:

A. DFARS 252.227-7013;
B. DFARS 252.227-7014; and
C. DFARS 252.227-7015.

(b) Delivery Requirements. The Seller shall deliver all technical data and computer programs necessary for organizational, intermediate, and depot level maintenance of the entire APT weapon system and equipment. The Seller shall deliver all technical data and computer software developed for Training Systems. In addition, the Seller shall deliver all technical data and computer programs developed for Type 1 training.

1. General. The Seller shall provide the technical data and computer programs having the characteristics (e.g., content, format, and delivery medium) necessary for organizational, intermediate, and depot-level maintenance, technical data and computer software developed for support of Training Systems, and all technical data and computer programs for all Type 1 training as determined and required by the Government. The Government requirements for such technical data or computer software and programs include-

A. No less information or detail than industry standards, nor less than Lockheed Martin typically requires to perform such maintenance or training activities; and

B. Additional information or detail necessary for military purposes related to organizational, intermediate, and depot-level maintenance or training systems.

2. Depot-Level Maintenance Technical Data and Computer Software. Technical data and computer programs delivered as OMIT must comprise a complete package of all technical data and computer programs necessary for the Government to perform depot-level maintenance for the entire APT weapon system and equipment, including all systems, subsystems, and components without exception. This includes technical data and computer programs necessary for installation and deinstallation, and disassembly and reassembly, at the lowest practicable segregable level that does not require detailed manufacturing or process information. Examples of technical data and computer programs that are needed to perform depot-level maintenance include, but are not limited to, the following:

A. Detailed airframe technical data and information regarding all systems;

B. Depot-level maintenance technical data and information regarding all systems, subsystems, and components;

C. Interface Control Documents (ICDs); and

D. Computer software documentation necessary to perform depot-level maintenance on computer programs.

3. Training Systems Technical Data and Computer Software. Technical data, computer databases, computer software documentation, and computer software delivered must comprise a complete package of all technical data, computer databases, computer software documentation, and computer software necessary for the Government to support APT Training Systems, subsystems, and components. The Seller is not required to provide detailed manufacturing or process information.

(c) License Rights. Pursuant to the contract clauses and regulations governing rights in technical data and computer software (i.e., DFARS Subparts 227.71 and 227.72, 227.7202, 252.227-7013, 252.227-7014, and 252.227-7015), the Government is granted unlimited rights in all technical data, computer programs and computer software documentation, necessary for operation, maintenance, installation, or training as described herein. However, for OMIT Data related to items developed exclusively or partially at private expense, the Government is willing to accept Government purpose rights. Commercial computer programs to be delivered as OMIT Data shall be subject to a commercial license consistent with DFARS 227.7202-1(a).

(d) Technical Data and Computer Software of Subcontractors and Suppliers. The Sellers's obligations in this special contract requirement shall apply to all technical data, computer programs, computer software documentation, computer databases, and computer software developed, delivered, or otherwise provided by subcontractors or suppliers at any tier, and regardless of whether the computer software documentation, computer programs, computer software, or technical data is or relates to commercial items or noncommercial items. The Seller shall include these requirements in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

(e) Validation of Asserted Restrictions and Restrictive Markings. Nothing in this special contract requirement limits or otherwise affects the parties' rights or obligations specified in DFARS 252.227-7019 or 252.227-7037.

H002 IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA AND COMPUTER SOFTWARE (JUN 2016)

(a) Definitions. Terms used in this Special Contract Requirement (SCR) that are defined in the following clauses and SCR have the same meaning as set forth in those clauses:

1. DFARS 252.227-7013;

2. DFARS 252.227-7014;

3. DFARS 252.227-7015;

4. DFARS 252.227-7017; or

5. H001 Delivery And License Rights For Technical Data and Software Necessary For Organizational, Intermediate, And Depot-Level Maintenance and Training Systems (June 2016)

(b) Identification and Assertion of Restrictions. The Seller shall not deliver or otherwise provide to the Government any technical data or computer software with restrictive markings (or otherwise subject to restrictions on access, use, modification, reproduction, release, performance, display, or disclosure) unless the technical data or computer software has been identified in accordance with the following requirements:

1. Pre-Award Identification and Assertion. The Seller (including its subcontractors or suppliers, or potential subcontractors or suppliers, at any tier) identified all technical data and computer software that it proposed to be delivered or otherwise provided with less than unlimited rights as follows:

A. Noncommercial Technologies. Noncommercial technical data and noncommercial computer software was identified pursuant to DFARS 252.227-7017.

B. Commercial Technologies. The Seller also identified and asserted any restrictions for all commercial computer software and commercial technical data (i.e., technical data pertaining to a commercial item) by providing the same types of information, using a similar format, and following the same procedures and requirements as specified at DFARS 252.227-7017.

C. The requirement to submit, complete, and sign the identification and assertions required by paragraphs (b) 1.A or (b) 1.B of this clause was considered a material element of source selection and failure to meet this requirement could have rendered the offer ineligible for award.

2. Post-Award Updates to the Pre-Award Identification and Assertions. Except as provided in this paragraph the Seller (including its subcontractors or suppliers at any tier) shall not supplement or revise the pre-award Identification and Assertions after contract award.

A. Noncommercial Technologies. Post-award identification and assertion of restrictions on noncommercial technical data and noncommercial computer software are governed by paragraph (e) of DFARS 252.227-7013 and DFARS 252.227-7014, respectively.

B. Commercial Technologies. The Seller may supplement or revise its pre-award identification and assertion of restrictions on commercial computer software and commercial technical data only if such an expansion or revision would be permitted for noncommercial computer software or noncommercial technical data pursuant to paragraph b.2.A of this clause (i.e., based on new information, or inadvertent omissions that would not have materially affected source selection).

C. Upon request by the Contracting Officer, the Seller shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertions.

(c) Specific Identification of Technical Data and Computer Software. When identifying and asserting restrictions on technical data and computer software pursuant to paragraph (b) of this clause, the Seller shall—

1. Ensure that the technical data and computer software are identified by specific reference to the requirement to deliver or provide that technical data or computer software in the contract, for example, by referencing the associated PO line items or paragraphs in the statement of work.

2. Include the relevant information for all technical data and computer software that are or may be required to be delivered or otherwise provided under the contract, online or remote access to information, and firmware or other computer software to be embedded in hardware deliverables.

3. Specifically address source code, object code, executable code, documentation, software support tools, S/SEE (software/systems engineering environment) documentation, Systems/Software Requirement Documents, Interface Control Documents, etc., regarding any computer software that is modified or developed either exclusively or partially at Government expense.

(d) Copies of Negotiated, Commercial, and Other Non-Standard Licenses. The Seller shall provide copies of all proposed specially negotiated licenses, commercial licenses, and any other asserted restrictions other than Government purpose rights; limited rights; restricted rights; Small Business Innovation Research (SBIR) Program data rights for which the protection period has not expired; or Government's minimum rights as specified in the clause at 252.227-7015.