

The following terms shall have the meanings set forth below:

“LOCKHEED MARTIN” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

“Contract” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

“SELLER” has the definition set forth in the applicable CorpDocs incorporated into this Contract.

If "A83 NOTE ENGINEERING SPECIFICATION REQUIREMENTS" is incorporated at the item level of this Contract, SELLER shall comply with the following requirements:

(a) SELLER shall comply with latest revision, as of the effective date of this Contract, for all databases, specifications, and other documents set forth in this clause unless a specific revision number is referenced. If a specific revision number is referenced SELLER shall comply with the specified revision. The requirements set forth in the databases, specification, or other documents herein are incorporated into this Contract by reference.

(b) The databases, specifications, and other documents set forth in this clause are LOCKHEED MARTIN Proprietary Information and as such are protected in accordance with the Proprietary Information Agreement (PIA) executed between the parties.

(c) SELLER shall include the requirements of this ENGINEERING SPECIFICATION REQUIREMENTS (A83 Note) in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to LOCKHEED MARTIN.

(d) The following requirements are only applicable to LOCKHEED MARTIN designed parts.

(i) (Applicable to all programs except F-16, F-2 and T-50)

Location: LOCKHEED MARTIN external web page: <https://www.lockheedmartin.com/en-us/suppliers/business-area-procurement/aeronautics/engineering/engineering-materials-approved-products-emap-design-support-database.html> "Engineering Materials & Approved Products (EMAP)."

(ii) (Applicable to all programs)

Location: LOCKHEED MARTIN external web page: <https://www.lockheedmartin.com/en-us/suppliers/business-area-procurement/aeronautics/engineering/material-process-specifications-all-programs.html> "Material & Process Specifications – All Programs."

(iii) (Applicable to all programs) (PCM has replaced the Preferred Parts Handbook (PPH) and the Design Support Database (DSD).)

Location: LOCKHEED MARTIN external web page: <http://www.lockheedmartin.com/en-us/suppliers/business-area-procurement/aeronautics/engineering/engineering-parts-classification-and-management--pcm-.html> "Engineering Parts Classification and Management"

(iv) (Applicable to the F-35 program only) (Provided via either PCM set forth in Section d(iii) of this clause or Specification Document 2GNA00001)

Location: LOCKHEED MARTIN JDL: <http://www.myexostar.com/Lockheed-Martin-Aeronautics/> . Under JSF Data Library (JDL) search for 2GNA00001.

The approved manufacturers for parts for the F-35 Program are set forth in 2GNA00001. The approved manufacturers listed are

not as a penalty.

(b) LOCKHEED MARTIN shall be entitled to receive and SELLER shall pay liquidated damages accruing at the rate of one and one-half percent (1.5%) of the price of the Work subject to delay for each day of delay beginning on the tenth day after the scheduled delivery date. The liquidated damages charged shall not exceed twenty-five percent (25%) of the price of the late Work.

(d) Where, with advance approval by LOCKHEED MARTIN, deliveries have been made before completion of all testing, SELLER will notify LOCKHEED MARTIN, in writing, upon completion of the testing of changes required to the delivered Work and recommend a proposed method, date, and location for accomplishing the rework or replacement of the Work.

Any decision by SELLER to: (i) incur costs, by reason of investment or otherwise prior to the date of award of this Contract, (ii) forego profit or fee, or (iii) contract at a price below SELLER's cost, is made at the sole risk of SELLER. SELLER acknowledges that the price of this Contract shall not be increased for such actions, for any reason, including, but not limited to, a termination for convenience of this Contract, unless LOCKHEED MARTIN expressly agrees in writing to pay such portion.

In consideration for and as an obligation of this Contract SELLER shall accept undefinitized contracts or contract modifications required to support LOCKHEED MARTIN's prime contract requirements. The undefinitized action may take the form of new contracts or contract modifications.

Applies only if this Contract is in support of the F-16 Program)

SELLER shall establish and maintain configuration management and interchangeable policies and procedures in accordance with the following applicable documents:

(i) 16PP151D, *Supplier Configuration Management Requirements*, the version effective as of the date of this Contract. (Applicable to all Contracts issued under F-16 prime contracts with the exception of the UAE Block 60 prime contract)

(ii) CMA-0003, *F-16 Block 60 Configuration Management Requirements for Supplier and Subcontractors*, the version effective as of the date of this Contract. (Applicable to all Contracts issued under the UAE F-16 Block 60 prime contract.)

(iii) 16PP026 F-16 Program Interchangeability – Replaceability (I-R) Requirements for Coproducers and Suppliers, the version effective as of the date of this Contract.

The documents may be obtained from LOCKHEED MARTIN's website:

<http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html> under "Configuration Management"

(Applies only to Contracts for the F-35 Program)

F-35 IUID Bar-Coding Label Requirements for Build-To-Package (BTP) Parts

(a) (1) The IUID bar-coding label requirements set out in DFARS 252.211-7003--Item Unique Identification and Valuation, of this Contract may have been updated since the issuance of the build-to-packages. To determine if IUID bar code labels are required, SELLER shall refer to the "UID type" field(o)-2.9(l)d)-6.7d(o)-2.9(l Tm [(.)-39(d)-5()338.16 Tm [(2)1.9((f)16.8(i)-12.9(e)4.R3)-12.9(e))-3.8

(b) Engineering Revision Level for F-35 Build-to-Print Parts

The "Item Description" section for each contract line item includes a field titled "Drawing Revision Number". For F-35 Build-to-Print parts, the Drawing Revision Number represents the Engineering Revision Level which is the top-level revision level for all engineering technical requirements within the Build-to-Package. The applicable Drawing Revision Number is located within the Build-to-Package Top-Level Engineering Revision Level in LM Aero's Product Data Manager System. The Engineering Revision Level is also commonly referred to as the PDM Part Object Revision Level.