

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:

FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (NOV 2015) Subparagraph (d)(2) does not apply. If Seller meets the thresholds specified in paragraphs (d)(3)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2011)
"Contracting Officer" means "Lockheed Martin" or "Contracting Officer."

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (MAY 2014) Paragraph (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) and paragraph (c)(4) "Government" means "Lockheed Martin and the Government." In paragraph (c)(6) "Contracting Officer" means "Lockheed Martin and the Contracting Officer."

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 Preventing Personal Conflicts of Interest (Dec 2011) (Does not apply for Commercial Items as defined in FAR 2.101)

FAR 52.208-8 Required Sources for Helium and Helium Usage Data (APR 2002)

FAR 52.232-16 Progress Payments (Apr 2012) "Contracting Officer" means "Lockheed Martin" except

DFARS 252.216-7009 Allowability of Legal Costs Incurred in Connection with a Whistleblower Proceeding (Sep 2013)

Ident DFARS 252.217-7026 Identification of Sources of Supply (Nov 1995) The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identifi

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (Mar 2015) # \ Lockheed Martin.

DFARS 252.246-7000 Material Inspection and Receiving Report (MAR 2008) (Applies if SELLER is shipping direct to 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."

AFFARS 5352.223-9001 Health and Safety on Government Installations (Nov 2012) "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.242-9000 Contractor Access to Air Force Installations (NOV 2012) "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

AFFARS 5352.242-9001 Common Access Cards (CACs) for Contractor Personnel (Nov 2012) (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.)

PART IV. SECTION H PRIME CONTRACT SPECIAL PROVISIONS

7 Section H clauses are incorporated into the Contract:

H-028 HISTORY OF COMMERCIAL TECHNICAL DATA AND SOFTWARE (JUL 2016) In this clause, # clause to its subcontractors.

This clause is provided to flow down Government agreements and governing regulations as it relates to this contract as follows:

(1) Technical data pertaining to items, components, or processes or computer software generated or delivered by either Contractor or its subcontractors under prior contracts from September 29, 1995 to October 18, 2006, will be treated as if the C-130J was a commercial item.

(2) Technical data pertaining to items, components, or processes developed after October 18, 2006 by either Contractor or its subcontractors will be governed by DFARS 252.227-7013 (Jun 2013) or 252.227-7015 (Jun 2013), as applicable.

(3) Commercial computer software developed exclusively at private expense by either Contractor or its subcontractors from September 29, 1995 to October 18, 2006 shall be governed by FAR 52.227-19 (Dec 2007).

(4) Commercial computer software developed exclusively at private expense after October 18, 2006 by either Contractor or its subcontractors shall be governed by a software license agreement customarily provided to the public, provided said licenses are consistent with Federal law and satisfy the needs of the user.

(5) Noncommercial computer software developed by either Contractor or its subcontractors shall be governed by DFARS 252.227-7014 (May 2013).

H-122 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS FOR TECHNICAL DATA AND COMPUTER SOFTWARE (Dec 2016) @ # o-00k
SELLER shall flow down this clause to its subcontractors.

(a) Definitions. Terms used in this special contract requirement (SCR) have the same meaning as set forth in the following clauses:

- 1) DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items;
- 2) DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation;
- 3) DFARS 252.227-7015, Technical Data - Commercial Items; and
- 4) DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions.

(b) Identification and Assertion of Use, Release, or Disclosure Restrictions. The Contractor shall assert to all noncommercial technical data and noncommercial computer software in accordance with DFARS 252.227-7017. The Contractor shall also assert to all commercial technical data (that is, technical data governed by DFARS 252.227-7015) for which the Contractor intends the Government to take less than an unrestricted right, in the format set forth in DFARS 252.227-7017. When providing assertions in accordance with or in the format set forth in DFARS 252.227-7017, the Contractor shall ensure that the technical data and computer software are identified by specific reference to the requirement for the delivery of that technical data or computer software in the contract (e.g., by referencing the associated CLINs, SDRs, or paragraphs in the statement of work).

