

LOCKHEED MARTIN AERONAUTICS COMPANY

at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide certified cost or pricing data.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (MAY 2018) (Applies when the Contract states that it is subject to full CAS coverage. "United States" means "United States or LOCKHEED MARTIN." Paragraph (b) is deleted. The following is added as a new paragraph (e): "SELLER shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. SELLER shall provide LOCKHEED MARTIN with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this Contract; provided however, SELLER shall not be required to disclose to LOCKHEED MARTIN such communications containing information which is privileged and confidential to SELLER.")

PART II. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

DFAR 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019) (Applies where performance requires routine physical access to a Federally controlled facility or military installation.)

DFAR 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

DFAR 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (The blanks in this clause are completed as follows: "Critical Safety Items are identified elsewhere in this Contract.")

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) (Applies where performance requires routine physical access to a Federally controlled facility or military installation.)

**DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY
(APR 2012)**

FAR 52.243-2 ALT V – ALTERNATE V – CHANGES-COST-REIMBURSEMENT (APR 1984) ("Contracting Officer" and "Government" mean "LOCKHEED MARTIN." In paragraph (a), add as subparagraph (4) "Delivery schedule." In paragraph (d), the reference to the disputes clause is deleted. Not applicable to commercial items as defined by FAR 2.101. Applies if this is a Cost Reimbursement contract. Substitute the following subparagraphs (a)(1) and (a)(3) for subparagraphs (a)(1) and (a)(3) of the basic clause: "(1) Drawings, designs, or specifications. (3) Place of inspection, delivery, or acceptance.")

FAR 52.245-9 USE AND CHARGES (APR 2012) (Applies if the Contract will involve the use of government property subject to this clause. Communications with the Government under this clause will be made through LOCKHEED MARTIN.)

FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT (MAY 2001) ("Government" means "LOCKHEED MARTIN" except (1) in paragraphs (b), (c), and (d) where it means "LOCKHEED MARTIN and the Government," and (2) in paragraph (k) where the term is unchanged. Not applicable to commercial items as defined by FAR 2.101.)

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009) (The term "prime contractor" means "SELLER.")

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: 200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

NAVAIR 5252.247-9507 PACKAGING AND MARKING OF REPORTS (OCT 2005) (a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the Contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998) (Applies if SELLER will make shipments under this Contract directly to the Government. Not applicable to commercial items as defined by FAR 2.101.)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

PART IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS: The following Special Contract Requirements (H-Clauses) are added:

H-2 – NAVAIR 5252.204-9504 DISCLOSURE OF INFORMATION (JAN 2007) (VARIATION)

(a) The Contractor shall not release to anyone outside the Contractor's organization any information (e.g.,

200 12th Street South, Suite 600
Arlington, VA 22202-5402

Where practicable, requests and the specific information may be provided to the Public Affairs Officer using an electronic medium appropriate for the security level of the information being transmitted. The Contractor shall submit its request to the Public Affairs Officer at least 15 working days before the proposed date for release.

(c) The Contractor shall include a statement indicating the project or effort depicted was or is sponsored by:

F-35 Joint Program Office
Arlington, VA 22202

(d) The Contractor agrees to include a similar requirement in each subcontract or purchase order under this Contract. Subcontractors, suppliers, and vendors shall submit requests for authorization to release through the

H-12 MARKING AND DELIVERY OF NONCOMMERCIAL COMPUTER SOFTWARE AND COMPUTER SOFTWARE DOCUMENTATION

1. The parties agree that all noncommercial computer software and computer software documentation related to F-35 ODIN which are required in performance of the task order requirements under this contract shall, when Committed, be considered to be delivered within the meaning of DFARS 252.227-7014, Rights in Noncommercial Computer Software and Computer Software Documentation (FEB 2014). "Committed" is defined as occurring when a Lockheed Martin developer commits computer software source code and/or computer software documentation by way of saving software by performing a "git push" or similar command to the Government Repository. Commits shall occur, at a minimum, at the conclusion of each workday in which the software code or computer software documentation are modified.

For the purposes of this clause, the "Government Repository" is defined as the ODIN development source code repository located in the interim JPO-managed development environment provided by the Air Force Life Cycle Management Center's Detachment 12 ("Kessel Run") unless otherwise agreed to by the parties.

2. The parties further agree that all noncommercial computer software and computer software documentation Committed into the Government Repository and utilized in performance of this contract shall be marked in accordance with DFARS 252.227-7014(f). Specifically, in accordance with DFARS 252.227-7014(f), only the following legends are authorized under this contract: (1) the government purpose rights legend; (2) the restricted rights legend; (3) the special license rights legend and/or (4) a notice of copyright as prescribed under 17 U.S.C. 401 or 402. With the exception of any markings that are required in Section D of this contract, all other markings including contractor proprietary markings are not permitted and will be treated as nonconforming with DFARS 252.227-7013(f) and 252.227-7014(f). The Contractor shall remove any nonconforming markings within 48 hours of notification from the Government.

3. The term "deliverable" as used herein shall have the same force and effect as an item that is delivered pursuant to a DD 1423, Contract Data Requirements List (CDRL).