Appendix 10

LOCKHEED MARTIN CORPORATION LOCKHEED MARTIN AERONAUTICS COMPANY

TERMS AND CONDITIONS OF PURCHASE F-22 PRODUCTION CONTRACT

1. Definitions

As used herein "Buyer" means Lockheed Martin Corporation acting through Lockheed Martin Aeronautics Company;; "Seller" means the party identified on the face of this purchase order; Except in the term "commercial item" as defined at FAR and its plural "commercial items" "Items" means all required articles, materials, supplies and services (singular "Item," plural "Items"); "PO" means this purchase order; "Buyer's Authorized Representative" means the person or persons authorized by Buyer to alter, modify or change the provisions of this PO, "Government" means the "Government of the United States of America and those authorized or delegated responsibility to act on its behalf," except where specifically stated to be the government of another country; and "Prime Contract" means the Government contract under which this PO is issued. "Commercial Item," "commercial component," "component" and "nondevelopmental item" shall have the meaning as set forth at FAR 52.202-1.

2. Delivery

- (a) Delivery according to schedule is a material condition of this PO.
- (b) In the event of termination or change, no claim will be allowed for any manufacture or procurement by Seller in advance of reasonable flow time unless Buyer's prior written consent has been obtained by Seller for such advance manufacture or procurement. Buyer shall have the right to return or store at Seller's expense any Item delivered in advance of the scheduled delivery date specified for such Item unless Buyer has given such prior written consent for such advance delivery.
- (c) If, at any time, it appears to Seller that any delivery schedule cannot be met, Seller shall notify Buyer as soon as possible as to the cause or causes thereof; action being taken to remove such cause or causes and when on-schedule status will be achieved. Seller, at its expense, shall take reasonable action necessary, with or without request of Buyer to meet such schedules as set forth herein or to recover to the maximum extent possible any delay caused by Seller in meeting such schedule. Notification given and/or action taken by Seller under this clause shall in no way limit Buyer's rights under other provisions of this PO, at law, or in equity.

3. Variation in Quantity

Items shall not be supplied in excess of quantities specified herein, except for allowed shipping tolerances, if any. Seller shall be liable for handling charges and return shipment costs for any excess quantities; and, unless Seller agrees to pay and does pay such charges and costs within a reasonable time, the overshipped material will be retained by Buyer at no cost and shall become the property of Buyer.

4. Prices

Unless otherwise specified, prices are f.o.b. destination and shall include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government. The price includes all charges for boxing, packing, crating, drayage, storage, dunnage, and bundling. Seller warrants that prices charged for Items are not higher than those charged to any other customer, including the Government, for items of like grade and quality in similar or lesser quantities.

5. Invoices, Payments, and Discounts

Unless otherwise provided, terms of payment shall be Net 30 days from the later of the following:

- (a) Buyer's receipt of Seller's correct invoice,
- (b) Scheduled delivery date, or scheduled completion of performance of the Items; or
- (c) Actual delivery, or completion of performance of the Items.

Buyer shall have a right of setoff against payments due under this PO for any amounts at issue under this PO or other pur5 0.4(nd Discounts)ter of her pur37arged to a

shall not relieve Seller of its obli

(1) Previous Contracts and Compliance Reports. Seller represents that if

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, Seller shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to Lockheed Martin; and

- (3) He or she will include the language of this certification in all lower tier subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (4) FAR 52.209-5 Certification Regarding Debarment, Suspension,

3)

such process or method hereunder will not infringe any United States or foreign patents, trademarks, trade secrets, copyrights or other property rights. Seller shall defend, indemnify and hold Buyer and its customers harmless from any loss, including without limitation, cost, damage, expense (including attorney's fees) or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade secrets, copyrights or other property rights with respect to such Items and defend at its own expense any action or claim in which such infringement is alleged by third parties, provided Seller is notified of such actions or claims against Buyer and /or its customers. Indemnification shall not apply to infringements arising from use by Buyer of an Item supplied by Seller in combination with other items where infringement would not have occurred from the normal use of which such Item was designed. Seller's liability under this Article shall be reduced to the extent Buyer is afforded protection from any expense, cost, loss, damage or liability by FAR 52.227-1 "Authorization and Consent" which clause is incorporated herein by reference except as used therein "Government" means "Government," "Contractor" means "Seller," and "contract" means "this PO."

12. Entry on Buyer's Property; Insurance

- (a) In the event that Seller or Seller's employees, subcontractors, or agents enter onto Buyer's premises for any reason in connection with this PO, Seller and such other parties shall observe all security requirements and all plant safety, plant protection, and traffic regulations.
- (b) Seller, and any subcontractors used by Seller in connection with this PO, shall carry Worker's Compensation and Employee's Liability Insurance to cover Seller's and such subcontractors' legal liability on account of accidents to their respective employees. Seller and its subcontractors shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering the legal liability of Seller and such subcontractors on account of accidents arising out of the operations of Seller or such subcontractors and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. At Buyer's request, Seller shall furnish to Buyer certificates from Seller's insurers showing such coverage in effect and agreeing to give Buyer ten (10) days' prior written notice of cancellation of such coverage.

13. Amendments Required by the Prime Contract

Seller agrees that upon Buyer's request, it will from time to time enter into amendments of this PO to incorporate additional provisions herein or to change the provisions hereof, as Buyer may reasonable deem necessary in order to comply with the provisions of the prime contract(s) or with the provisions of amendments to the prime contract(s) under which this PO is issued. If any such amendment to this PO causes an increase or decrease in the cost of this PO, or the time required for

performance of this PO, an equitable adjustment shall be made in the price or delivery schedule, or both, in accordance with the provisions of the PO's "Changes" clause.

14. Remedies/Waiver

(a) The rights and remedies provided herein shall be cumulative and in addition

(b) Seller agrees to pay Buyer the amount Buyer's price or fee is reduced by the Government pursuant to FAR clause 52.203-10, entitled "Price or Fee Adjustment of Illegal or Improper Activity," to the extent such reduction results from Seller's violation of the Act, as amended (41 U.S.C. 423), and as

acknowledgment of this PO, (b) furnishing of Items under this PO, (c) acceptance of payment under this PO, or (d) commencement of performance of this PO, shall constitute Seller's unqualified acceptance of this PO. Additional or differing terms or conditions proposed by Seller or included in Seller's acknowledgment hereof shall be void and have no effect unless accepted in writing by Buyer.

22. Packing, Shipment and Shipping Instructions

- (a) Unless otherwise specified by Buyer, Seller shall assure that all packing and packaging shall comply with good commercial practice and applicable carrier's tariffs. The use of commercial practices shall not relieve Seller of responsibility for packaging in a manner that will insure receipt of Items in an acceptable condition at the destination specified in this PO.
- (b) Seller shall ensure the packaging, labeling and shipping of all HAZARDOUS SUBSTANCES including DANGEROUS MATERIALS, conforms with all applicable international, federal state and local laws and regulations.
- (c) Seller shall mark on the outside of each exterior container: (i) the PO number(s) or numbers of the Items packed in that container; (ii) the sequence and quantity of each exterior container in each shipment (such as "1 of 3"); (iii) the bill of lading/express receipt number. If shipments against more than one purchase order are packed in one exterior container, mark each intermediate container with its applicable purchase order number.
- (d) Seller shall properly describe Seller's Less than Truckload shipments in accordance with the National Motor Freight Classification to insure the correct classification rate. Include this PO number on all carrier bills of lading and shipping labels. Combine on the same bill of lading, all shipments consigned to the same Buyer address and ship on the same day. No C.O.D. (Collect on Delivery) shipments will be received by Buyer. There shall be no deviation from these routing instructions unless such deviation is approved prior to shipping by Buyer's Authorized Procurement Representative or Buyer's Traffic Department.

23. Reserved

24. Disputes

Except as otherwise provided in this PO, Buyer and Seller shall have the right to redress any dispute arising under or related to this PO, which is not disposed of by agreement, by pursuing any right or remedy which Buyer or Seller, as the case may be, may have at law, or in equity, or under this PO in any United States court of competent jurisdiction. Pending resolution of any dispute, Seller shall proceed diligently with the performance of work, including the delivery of Items and services

in accordance with Buyer's direction. Upon resolution of any such dispute, this PO shall be equitably adjusted, if necessary, to reflect such resolution.

25. Severability of Provisions

Any provision of this PO that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, and shall be unenforceable in that jurisdiction without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

26. Contractual Commitments

The parties agree that there shall be no adjustment in the price, time for performance or any other provision of this PO unless Buyer's authorized

the change or modification under the Changes clause of this PO, or (2) potential follow-on POs for the Items furnished hereunder. In such cases, Seller agrees to furnish to Buyer a technical and/or cost proposal as requested within thirty (30)

(b) In the event Seller contemplates making an award to a lower tier subcontractor which is a foreign concern, or a domestic concern where any defense articles or technical data may be disclosed to foreign nationals, Seller shall ensure that all necessary US export licenses are obtained prior to the transfer of any defense articles or technical data or other information to the prospective lower tier subcontractor.

33. Gifts, Gratuities, and Kickbacks

- (a) Buyer may, by written notice to Seller, terminate this PO for default if Buyer has reasonable cause to believe that gratuities or kickbacks were offered or given by Seller, or any agent or representative of Seller, to any officer, employee or representative of Buyer with a view toward securing this PO or securing favorable treatment with respect to awarding, amending or the making of any determinations with respect to the performance of this PO.
- (b) Buyer complies with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, ("the Act") and related laws and regulations. By acceptance of this PO Seller agrees:

I. FAR Clauses

Part A The clauses listed in this Part A are not applicable to the portion, if any, of this PO which is for commercial item(s) as described in FAR 2.101. However, no item purchased under this PO shall be regarded as a commercial item(s) unless it is specifically so designated in this PO.

<u>Citation</u>	Clause Name (Date)
52.203-5	Covenant Against Contingent Fees (APR 1984) - In paragraph (a) "Government" means "Buyer." Elsewhere "Government" means "Buyer and/or Government."
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995) - Modifications: Does not apply if this PO is for less than \$100,000. "Government" means "Government or Buyer."
52.203-7	Anti-Kickback Procedures (JUL 1995) - Does not apply if this PO is for less than \$100,000. In (c)(2) the following is added: "Seller shall send a copy of such report to Buyer." The term "subcontractor" is unchanged throughout the clause. Add the following to the end of paragraph (c)(4): "In addition to any other remedies which the Buyer has at law, in equity, or under this PO, Buyer shall have the right to withhold from Seller the amount, if any, that the Contracting Officer directs Buyer to withhold from Seller."
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997) - Applies if this PO exceeds \$100,000. Change the beginning of paragraph (c)(1) to read: "Seller shall file with Buyer a disclosure form" change "such person" to "Seller" in paragraphs (c)(1) and(c)(2).
52.204-4	Printed Or Copied Double-Sided on Recycled Paper (AUG 2000) - Applies only if this PO exceeds \$100,000.
52.215-2	Audit Negotiation (JUN 1999) - Applicable if this PO exceeds \$100,000 and if (1) this is a cost-reimbursement, incentive, time and materials or price-redeterminable PO, (2) if Seller was required to furnish cost or pricing data, or (3) this PO requires Seller to furnish cost, funding or performance reports. Alternate II applies if Seller is an educational institution or non-profit institution.
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) - Applies whenever FAR 52.215-12 applies to this PO. "The Contracting Officer" means "Buyer or the Contracting Officer." "United States" and "Government" mean "Buyer." The following is added at

the end of the clause: "If Buyer is subject to any liability or expense, including without limitation Government withholding of payments, as the result of: 1) Seller's or its lower-tier subcontractors' submission and/or certification of alleged or actual defective cost or pricing data, as set forth in this clause and in FAR 52.215-11; or 2) their furnishing, as prospective subcontractors, alleged or actual defective cost or pricing data, which data was certified or required to be certified by Buyer to be accurate, complete and current as of the date of final price agreement given on Buyer's Certificate of Current Cost or Pricing Data, and which data Seller was given timely notice by Buyer to furnish and/or update prior to such date of Buyer's final price agreement; or 3) the Contracting Officer's rejection of Seller's or Seller's lower-tier subcontractor's claim for exception from submission of certified cost or pricing data on the basis set forth in FAR 15.403(b) or other pertinent law or regulation; or 4) their furnishing data of any description that is allegedly or actually inaccurate as set forth in this clause and in FAR 52.215-11, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action."

52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications

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52.215-19	Notification of Ownership Changes (OCT 1997) - Applies if this PO meets the applicability requirements of FAR 15.408(k). "Contracting Officer" means "Buyer and Contracting Officer."
52.222-20	Walsh Healy Public Contracts Act (DEC 1996) - Applies if this PO exceeds \$10,000.
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) - Applies if this PO is for \$10,000 or more. – Applicable if this PO is issued under prime contracts F33657-97-C-0030, F33657-97-C-0031,or F33657-00-C-0020. Applies if this PO is for \$10,000 or more. If this PO is issued under prime contract F33657-01-C-2095 or F

52.246-24 Limitation of Liability - High Value Items (FEB 1997) — Alternate 1 (APR 1984) - Applies to subcontract line items with a unit value of \$100,000 or greater. The reference to Government acceptance shall mean "acceptance by the Government of the prime contract end item containing Seller's items." "The Contracting Officer" means "Buyer."

52.247-63 Preference for US - Flag Air Carriers (JAN 1997) - Applies if this PO involves international air transportation.

Value Engineering (FEB 2000) (Applies if this PO exceeds \$100,000. "Contracting Officer" means "Buyer," "contracting office" means "US Government contracting office," "Government" means "Buyer" except in subparagraph (c)(5) and paragraph (m) where it means "Buyer and the Government." Also, "Government" does not mean "Buyer" in the phrase "Government costs."

The clauses listed in this Part B are applicable to both (I) commercial items, if any, meeting the definition thereof in FAR 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.

<u>Citation</u> <u>Clause Name (Date)</u>

52.248-1

Part B

52.204-2 Security Requirements (AUG 1996) - Ap3.6(6)OA any, m3.6(6lv 12 11)11.s if tin11

52.222-26	Equal Opportunity (APR 2002)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (DEC 2001) – Applicable if this PO is issued under prime contracts F33657-97-C-0030, F33657-97-C-0031 or F33657-00-C-0020. Applies if this PO is for \$10,000 or more. If this PO is issued under prime contract F33657-01-C-2095 or F33657-02-0010, the Dec 2001 version of the clause applies if this PO is for \$25,000.
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) - Applies if this PO exceeds \$10,000.
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And other Eligible Veterans (DEC 2001) – Applies if this PO is \$25,000 or more.
52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) - Applies if this PO requires delivery of hazardous materials. "Contracting Officer" means "Buyer;" "Government" means "Buyer and the Government."
52.223-7	Notice of Radioactive Materials (JAN 1997) - Applies if this PO is for radioactive materials. "Contracting Officer" and "Government" means "Buyer." The blank in paragraph (a) is replaced with "30 days."
52.223-11	Ozone-Depleting Substances (MAY 2001) - Applies if the Items furnished hereunder contain or are manufactured with ozone-depleting substances.
52.225-8	Duty-Free Entry (FEB 2000) Applicable if supplies will be imported into the Customs Territory of the United States. Contracting Officer" means "Buyer" except in paragraphs (d) and (h). In subparagraph (b)(1) "20 days" is changed to "30 days." In subparagraph (b)(2), replace the fifth word "determines" with has been notified." Communication/notification required under this clause from/to the Seller to/from the Contracting Officer shall be through Buyer.
52.225-13	Restrictions on Certain Foreign Purchases (JUL 2000) - "Contracting Officer" means "Buyer."
52.233-3 52.242-13	Protest After Award (AUG 1996) - "Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean "Buyer." "30 days" is changed to "20 days." Bankruptcy (Jul 1995)
	"Contracting Officer" and "Government" mean "Lockheed Martin."

- 52.242-15 Stop-Work Order (AUG 1989) "Government" and "Contracting Officer" means "Buyer."
- 52.243-1 Changes Fixed Price (AUG 1987) "Contracting Officer" and "Government" mean "Buyer." In paragraph (a) add as subparagraph (iv) "Delivery schedule." In paragraph (e) the words "disputes clause" are changed to "Disputes clause of this PO."
- 52.244-6 Subcontracts for Commercial Items and Commercial Components (MAY 2002)
- Government Property (Deviation) (DEC 1989) Alternate I (APR 1984) "Contracting Officer" means "Buyer" except in paragraph (f) where it means "Buyer and Contracting Officer" "Government" means "Buyer" except in the phrases "Government property," (Government-furnished property," and in references to title to property. Alternate I applies only if Seller has and maintains a Government approved property control system. The following is added as paragraph (m) "Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of Seller's property control system."
- 52.246-2 Inspection Fixed Price (AUG 1996) "Government" means "Buyer and the Government" except is paragraphs (f), (j), and (l) where it means "Buyer." "Contracting Officer" means "Buyer."
- Termination for Convenience (Fixed-Price) (SEP 1996) "Government" and "Contracting Officer" mean "Buyer" except in paragraph (m) where "Government" means "Buyer and the Government" and "Contracting Officer" means "Buyer or the Contracting Officer." In paragraph (e) "1 year" is changed to "six months." In paragraph (c) "15 days" is change to "30 days," and "45 days" is changed to "60 days." In paragraph (k) "90 days" is changed to "45 days." Paragraph (j) is deleted.
- 52.249-8 Default (APR 1984) "Government" and "Contracting Officer" mean "Buyer," except in paragraph (c), where the term "Government" is unchanged.
- 52.253-1 Computer Generated Forms (JAN 1991)

II. DEFENSE FAR SUPPLEMENT CLAUSES

Part A The clauses listed in this Part A are not applicable to the portion, if any, of this PO which is for commercial item(s) as described in FAR 2.101. However, no item purchased under this PO shall be regarded

October 25, 2004 as a commercial item(s) unless it is specifically so designated in this PO.

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	utilities, petroleum products and crudes, timber (logs), or subsistence. Paragraph (c) is deleted.
252.225-7032	Waiver of United Kingdom Levies (OCT 1992) - Applies if Seller is a United Kingdom firm and this PO exceeds \$1,000,000. "Contracting Officer means "Buyer."
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 2001) Communications between the Contracting Officer and Seller shall be made through Buyer. Buyer's shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Buyer.
252.227-7013	Rights In Technical DataNon-Commercial Items (NOV 1995)
252.227-7014	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
252.227-7019	Validation Of Asserted RestrictionsComputer Software (JUN 1995)
252.227-7037	Validation Of Restrictive Markings On Technical Data (SEP 1999)
252.231-7000	Supplemental Cost Principles (DEC 1991)
252.243-7001	Pricing Of Contract Modifications (DEC 1991)
Part B	The clauses listed in this Part B are applicable to both (I) commercial items, if any, meeting the definition thereof in FAR 2.101 and designated in this PO as commercial items, and (ii) items, if any, which are other than such commercial items.
Citation	Clause Name (Date)
252.204-7000	Disclosure of Information (Dec 1991) In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "45 days" means "60 days."
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) - Applies when FAR 52.219-9 applies to this PO. Paragraph (g) is deleted.
252.223-7001	Hazard Warning Labels (DEC 1991)
252.225-7001	Buy American Act And Balance Of Payments Program (MAR 1998)

252.225-7002	Qualifying Country Sources As Subcontractors (DEC 1991)
252.225-7008	Supplies To Be Accorded Duty-Free Entry (MAR 1998) - The blanks in the clause are completed with the following: None."
252.225-7009	Duty-Free EntryQualifying Country End Products and Components (AUG 2000)
252.225-7010	Duty-Free Entry Additional Provisions (AUG 2000)
252.225-7012	Preference For Certain Domestic Commodities (FEB 2003)
252.225-7014	Preference For Domestic Specialty Metals (MAR 1998) Alternate I (MAR 1998)
252.225-7022	Restriction on Acquisition of Polyacronitrile (JAN) Carbon Fiber (JUN 1997) - Applies if the items furnished by Seller contain carbon fiber.
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (OCT 1992)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 1998)
252.227-7015	Technical Data - Commercial items (NOV 1995) - Applies if this PO is for a commercial item.
252.227-7016	Rights In Bid Or Proposal Information (JUN 1995)
252.227-7025	Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995) - In subparagraph (c)(1) "Government" means "Buyer and the Government."
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software (APR 1988) - Applicable if this PO includes a requirement for deferred delivery data. "Government" means "Buyer." Does not apply if this PO is placed under prime contracts F33657-01-C-2095 or F33657-03-C-0010.
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software (APR 1988) - "Government" means "Buyer and the Government" in the first sentence" Does not apply if this PO is placed under prime contracts F33657-01-C-2095 or F33657-03-C-0010.

252.227-7030 Technical Data -- Withholding Of Payment (MAR 2000) -"Government" means "Buyer or the Government" and "Contracting Officer" means "Buyer." 252.227-7036 Declaration Of Technical Data Conformity (JAN 1997) -"Government" means "Buyer or the Government" and "Contracting Officer" means "Buyer." Accident Reporting And Investigation Involving Aircraft, Missiles, 252.228-7005 And Space Launch Vehicles (DEC 1991) - "Administrative Contracting Officer" means "Buyer" and "Government" means "Buyer and Government." 252.229-7006 Value Added Tax Exclusion (United Kingdom) (JUN 1997) -Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract." Applies only if this PO is placed under prime contracts F33657-99-C-0030 or F33657-99-C-0031. 252.235-7003 Frequency Authorization (DEC 1991) Alternate I (DEC 1991) -Applies if this PO requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required. "Contracting Officer" means "Buyer." Alternate I does not apply if this PO is placed under prime contract F33657-03-C-0010. 252.239-7000 Protection Against Compromising Emanations (DEC 1991) -"Contracting Officer" means "Buyer." "Government" means "Buyer and the Government" in paragraphs (c) and (d). Telecommunications Security Equipment, Devices, Techniques 252.239-7016 And Services (DEC 1991) - Applies if this PO requires securing telecommunications. 252.243-7002 Requests For Equitable Adjustment (MAR 1998) - Applies if this PO exceeds \$100,000. In paragraph (d) "Government" means "Buyer." 252.246-7000 Material Inspection and Receiving Report (DEC 1991) - Applicable if this PO requires delivery of items directly to the Government. 252.246-7001 Warranty Of Data (DEC 1991) - "Government" means "Buyer or the Government." "Contracting Officer" means "Buyer or Contracting Officer." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Buyer, or if the data is delivered to the Government, either by Buyer or Seller, the warranty period shall extend for three years after delivery to the Government."

252.247-7023

Transportation Of Supplies By Sea (MAY 2002) - In paragraph (g) "Government" and "Contracting Officer" mean "Lockheed Martin" and the words "of the Prompt Payment clause" are deleted. If this

36. Buyer Single Process Initiatives

(a) Buyer and the United States Government have agreed upon a variety of Single Process Initiative (SPI) block changes which have been incorporated into Buyer's prime contracts. As of the date of this PO, the following block changes have been approved:

Block Change Number	Title
1	
2	
3	
4	
5	
6	

(b) The above referenced block changes are incorporated by reference into this PO. In the event of a conflict between the processes and procedur0006

requirements of AFMCFAR 5352.227-9000 Export-Controlled Data Restrictions.

- 38. Furnishing Of Residual EMD Materials Or Supplies By The Government At Its Option
 - (a) Buyer may at its option require Seller to use residual EMD materials or supplies in the performance of this PO. In such event, an equitable adjustment shall be negotiated.
 - (b) Notwithstanding the foregoing, Seller may use in the performance of this PO Diminishing Manufacturing Sources (DMS) parts procured under the EMD prime contract as consideration has already been obtained.

39. Review Of Proprietary Data

Seller hereby grants its permission to disclose and release any data submitted hereunder marked with a limited, restricted or proprietary rights legend to a support contractor retained by the Government to review the propriety of such marking; provided that such support contractor shall be prohibited from further releasing, disclosing or otherwise using such data in accordance with a Non-Disclosure Agreement. Seller shall include this clause in all lower tier subcontracts hereunder calling for data, with the exception of lower tier subcontracts for commercial items.

40. Release Of Information

Seller shall obtain approval from Buyer 60 days prior to release of any information relating to this PO. Buyer shall in turn obtain approval from Aeronautical System Center Public Affairs Office (ASC/PA) in accordance with the prime contract. Seller shall also include this clause in any lower tier subcontract awarded as a result of this PO. "Information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc. Authors must submit materials proposed for release to ASC/PA in the following quantities:

- (a) news releases, articles, brochures, advertisements, and professional papers 3 copies
- (b) videos 3 copies/transcripts 3 copies
- (c) briefings, speeches, symposia presentations 3 copies
- (d) photographs 1 original and 2 legible photocopies

Seller shall include a statement indicating the project or effort depicted was or is sponsored by:

Aeronautical System Center Wright-Patterson AFB OH 45433-7129

41. Approval To Use Special Test Equipment, Special Tooling, And Government Furnished Property Available On EMD

On a non-interference basis in the performance of PO, Seller may use and may authorize its lower tier subcontractors to use Special Tooling, Special Test Equipment and/or Government Furnished Property accountable or approved for use under POs issued by Buyer in support of the F-22 EMD program (F33657-91-C-0006), the PRTV/PRTV II contract (F33657-97-C-0030), Lot 1 prime contract (F33657-99-C-0036), Lot 2 prime contract (F33657-00-C-0020), or Lot 3 prime contract (F33657-01-C-2095).

42. Deferred Delivery of Technical Data

- (a) Buyer may choose not to order the delivery of full supplier Technical Data Packages (TDPs) under PO's issued under the EMD prime contract. Buyer may choose to order the TDPs under this PO in accordance with DFARS 252.227-7026 "Deferred Delivery of Technical Data or Computer Software."
- (b) Seller and its lower tier subcontractors shall maintain the currency of their drawings and associated lists, provide access to Buyer and Government personnel upon request, and deliver a complete Technical Data Package should the Buyer order delivery of TDP's under this PO.
- (c) Buyer and Seller agree that the Government's rights in any EMD data described above which is called for delivery under this contract will be subject to the data rights clauses of the PO(s) issued under the EMD prime contract (including DFARS 252.227-7013 Rights in Technical Data and Computer Software (OCT 1988)) notwithstanding any differing provision in this PO. Any production unique data newly created under this PO will be subject to the data rights clauses in this PO.

43. Production Data to Be Included in EMD Data Items

(a) The Statement of Work (SOW) on this PO requires, in certain instances, that data previously developed under POs issued by Buyer to Seller under the EMD Contract (F33657-91-C-0006) be updated or maintained for production. In performance of these SOW requirements, Seller is authorized to incorporate updates for production into the applicable existing EMD data in lieu of creating new documentation. These updates shall be made available to the Government in accordance with existing EMD data access and

- delivery requirements (i.e., as required or periodic SDRL submittal, or alternate access data).
- (b) Costs incurred to incorporate updates for production into the existing EMD data shall be incurred under this contract and not charged to EMD POs.