

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

shall not relieve Seller of its obligations under this warranty. Seller's warranties, together with its service guarantees, if any, shall run to Buyer and its customers.

- (b) In the event of a breach of any warranty hereinabove set forth, Buyer may require Seller to repair or replace at Buyer's election defective or non-conforming Items. Seller shall be liable for the payment of all packing and transportation costs attributable to the repair or replacement of defective or non-conforming Items.
- (c) Reserved
- (d)
 - (1) Year 2000 compliant, as used in this clause, means that with respect to information technology, that the information technology accurately processes date/time data (including but not limited to, calculating, comparing, and sequencing) from, to, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.
 - (2) Any and all products provided hereunder will be Year 2000 compliant at the time of delivery to Buyer, including but not limited to accurately inputting, storing, manipulating, comparing, calculating, updating, displaying, outputting, and transferring such dates and data unless otherwise expressly provided herein by Buyer.
 - (3) This provision takes precedence over all other provisions of this agreement with respect to Year 2000 compliance. In the event of a discovery of any non-compliance, either before, concurrent with, or

- (a) Seller shall comply with the applicable provisions of all Federal, state, and local laws and ordinances and all lawful orders, rules and regulations promulgated thereunder including, without limitation the Arms Export Control Act; and such compliance shall be a material requirement of this PO. Seller agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this clause.
- (b) Seller warrants that each chemical substance constituting or contained in Items sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to The Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- (c) Seller shall provide to Buyer with each delivery any Material Safety Data Sheet applicable to the Items and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.
- (d) This paragraph 7(d) contains certifications and representations that are material representations of fact upon which Buyer will rely in making awards

- (3) FAR 52.203-11 Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (Applicable to solicitations/POs that exceed \$100,000)
 - (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
 - (b) Seller hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 the awarding of any Federal contract, the

(4) FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters (Applicable to solicitations/ POs in excess of \$25,000)

(a) Contractor certifies that, to the best of its knowledge and belief, that Contractor and/or any of its Principals, (as defined in FAR 52.209-5,) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

(b) Contractor shall provide immediate written notice to Lockheed Martin if, any time prior to award of any contract, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

8. Responsibility for Property

Unless otherwise specified, Seller shall be liable for any loss or destruction of or damage to property of Buyer or of any customer of Buyer, whether furnished to Seller by any such customer or Buyer; and, Seller shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear and for the utilization of it in accordance with the provisions of this PO. Upon request of Buyer, such property will be delivered to Buyer at Seller's expense. Seller shall promptly notify Buyer if such property is lost, destroyed or damaged. Title thereto shall not be affected by the incorporation or attachment to any property not owned by Buyer, nor shall any such property, or any part thereof; be or become a fixture or lose its identity as personalty by reason of affixation to any realty. All property furnished by Buyer shall be used solely in the performance of this PO or other POs issued by Buyer unless otherwise specified in writing by Buyer.

9. Special Tooling and Test Equip s

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 to any other rights and remedies provided by law or equity.
- (b) Failure by Buyer either to enforce at any time the provisions hereof or to protest at any time any breach or default hereof shall not be construed as evidence to interpret the requirements of this PO, nor as a waiver of the requirements of such provisions, nor of the right of Buyer thereafter to enforce each and every such provision. Buyer's approval of documents shall not relieve Seller from compliance with specifications related to this PO.

15. Assignment

Seller shall not assign any of its rights under this PO without the prior written consent of Buyer, except that claims for monies due or to become due under this PO may be assigned to a bank, trust company or other financing institution, including any Federal lending agency, by Seller without such consent. Seller shall furnish Buyer with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claim or claims which Buyer may have against Seller. Buyer shall have the right to make direct settlements or adjustments in price, or both, with Seller under the terms of this PO notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

16. Reserved

17. Rescission, Adjustment or Termination for Illegal or Improper Activity

- (a) In the event the Government takes action pursuant to FAR 52.203-8 entitled "Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity" to cancel the solicitation or rescind the prime contract to which this PO relates, and such action results from Seller's violation of subsection (a), (b), (c) or (d) of the Office of Federal Procurement Policy Act (41. U.S.C. 423) ("the Act") as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), Buyer may (1) rescind this PO; (2) recover from Seller all amounts paid by Buyer to Seller in connection with this PO; (3) recover from Seller any amounts, including any penalty prescribed by law, which Buyer is required to pay to the Government; and (4) recover from Seller any other costs, expenses, liabilities, incurred by

similar benefits which may result from such activity. In addition, Seller agrees to provide to Buyer, at no additional cost, a report every six months during the

- (1) to comply with the Act;
 - (2) to report possible violations of the Act to and cooperate with Buyer and/or the Government in connection with the investigation of any actual or alleged violation of the Act;
 - (3) to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of the Act including, but not limited to, any amount that Buyer is directed by the Contracting Officer to withhold from Seller; and
 - (4) that Buyer may terminate this PO for default in the event of Seller's violation of the Act in connection with this PO.
- (c) The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided at law, in equity, or under this PO.

34. Indemnity/Commercial Items

This clause applies only to the portion, if any, of this PO that is for the purchase of a commercial item(s) as such item is defined at FAR 2.101. In the event Buyer is subject to any liability, damage, or expense, including without limitation Government withholding of payments, due to a finding or determination by the Contracting Officer that an item designated herein as a commercial item is not a commercial item, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any such liability, damage, or expense resulting in whole or in part from such finding or determination. Additionally, in the event of such finding or determination, the clauses of FAR Part B and (DFARS Part B shall be applicable to the portion, if any, of the PO pertaining to the items regarding which such finding or determination was made.

35. Compliance with Regulations

The following Federal Acquisition Regulation ("FAR"), DoD FAR Supplement ("DFARS"), and Air Force Material Command FAR Supplement (AFMC FARS) clauses are incorporated herein by reference, subject to the modifications/applications indicated and the following definitions: "the contract" and "this contract" means "this PO" except in the phrase "prime contract;" "schedule" means "this PO;" "Contractor" means "Seller;" except in the phrase "prime contractor;" "subcontractor(s)" and "subcontract(s)" mean "lower tier subcontractor(s)" and "lower tier subcontract(s)" and "Supplies" means "Item(s)."

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>	<u>Clause Name (Date)</u>
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 (JAN 1990) - 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	Printing/Copying Double-Sided on Recycled Paper (JUN 1996) - 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

- 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 (APR 1998) - 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 F33657-02-0010, the Dec 2001 version of the clause applies if this PO is for \$25,000.
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996) - Applies if this PO exceeds \$100,000.
- 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984) - Applies if this PO involves classified subject matter.
- 52.228-3 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)
- 52.228-5 Insurance - Work on a Government Installation (JAN 1997) - Applies if this PO involves work on a Government installation.
- 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994) - "Contracting Officer" means "Buyer."
- 52.244-5 Competition in Subcontracting (DEC 1996)
- 52.245-17 Special Tooling (APR 1984) - "Contracting Officer" means "Buyer," "Government" means "Buyer or the Government" except in paragraph (c) where it means "Buyer." The time period set forth in paragraph (i) is changed to 180 days.
- 52.245-18 Special Test Equipment (FEB 1993) - "Contracting Officer" means "Buyer," "Government" means "Buyer or the Government" except in the third sentence of paragraph (c) where it means "Buyer." In paragraphs (b) and (c) , "30 days" is changed to "60 days."
- 52.246-23 Limitation of Liability (FEB 1997) - Applies to subcontract line items with a unit value less than \$100,000. In paragraph (a) the phrase "supplies delivered under this contract" means "supplies delivered under the prime contract containing Seller's items."

52.246-24	Limitation of Liability - High Value Items (FEB 1997) - 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.
52.248-1	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."
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.
<u>Citation</u>	<u>Clause Name (Date)</u>
52.204-2	Security Requirements (AUG 1996) - Applies only if this PO involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this PO.
52.211-5	Material Requirements (OCT 1997) - "Contracting Officer" means "Buyer."
52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (OCT 1997) - "Contracting Officer" and "contracting office" means "Buyer."
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.219-9	Small Business Subcontracting PI

- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1998) – 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.
- 52.223-3 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 (MAR 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 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."
- 52.242-13 Bankruptcy (Jul 1995)
- 52.242-15 "Contracting Officer" and "Government" mean "Lockheed Martin." 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 paragr

- 252.203-7001 Special Prohibition On Employment (JUN 1997) - Applies if this PO exceeds \$100,000. The terms "contract" "contractor" and "subcontract" are not modified in paragraph (a). Paragraph (g) is deleted.
- 252.205-7000 Provision Of Information To Cooperative Agreement Holders (Dec 1991)
- 252.209-7000 Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995) - Applies if this PO exceeds \$100,000.
- 252.211-7000 Acquisition Streamlining (DEC 1991) - Applies if this PO exceeds \$1,000,000. "Government" means "Buyer."
- 252.215-7000 Pricing Adjustments (DEC 1991)
- 252.223-7002 Safety Precautions For Ammunition And Explosives (MAY 1994) - Applies if this PO involves ammunition or explosives. "Contracting Officer" means "Buyer" except in subparagraph (c)(4) where it means "Buyer/Contracting Officer." "Government" means "Buyer and Government." In subparagraph (g)(1)(ii) "subcontractor" means "Seller and lower tier subcontractor" in the first sentence, and "subcontractor" means "Seller" in the second sentence.
- 252.223-7003 Change In Place Of Performance - Ammunition And Explosives (DEC 1991) - Applies if this PO involves ammunition or explosives. "Contracting Officer" means "Buyer." "Government means "Buyer and Government."
- 252.223-7007 Safeguarding Sensitive Arms, Ammunition, And Explosives (FEB 1996) - Applies if this PO is for the development, production, manufacture, or purchase of AA&E; or when AA&E will be provided to the subcontractor as Government-furnished property.
- 252.225-7016 Restriction On Acquisition Of Ball And Roller Bearings (DEC 2000) - "Contracting Officer" means "Buyer or Contracting Officer."
- 252.225-7026 Reporting Of Contract Performance Outside The United States (JUN 2000) - Applies if this PO exceeds \$500,000. Does not apply if the PO is for commercial items, construction, ores, natural gases, 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

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 contract is less than \$100,000 only paragraphs (a) through (e) of the clause applies.

a Government base. "Government" means "Buyer and/or Government."

- 5352.225-9002 English Language Requirements (AFMC) (JUL 1997)
- 5352.227-9000 Export-Controlled Data Restrictions (AFMC) (JUL 1997)
- 5352.228-9001 Insurance Clause Implementation (AFMC) (JUL 1997) - Applies if this PO contains 52.228-5.
- 5352.235-9003 Application for Equipment Frequency Authorization (AFMC) – (JUL 1997) In the second sentence "buyer at the issuing office" means "Buyer." Does not apply if this PO is issued under prime contract F33657-03-C-0010.
- 5352.245-9010 Special Test Equipment (JUL 1997)
- 5352.246-9000 Material Inspection and Receiving Report (OMB No. 0704-0248) (AFMC) (JUL 1997) - Applies if this PO requires direct shipment to the Government. The blanks in paragraph (a) are completed as follows: (1) ASC/YFK, Building 50, 2130 Fifth Street, Wright-Patterson AFB, OH 454-33-7003; (2) None; (3)) ASC/YFMC, Building 50, 2130 Fifth Street, Wright-Patterson AFB, OH 454-33-7003 and Defense Contract

- 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 procedures established above and the process or procedure otherwise provided in this PO, the above referenced block changes shall control. The only exception to the foregoing shall be with respect to provisions of this PO, if any, which are expressly identified as an exception to this provision.
- (c) Future SPI block changes will be incorporated into this and other POs between the Buyer and Seller as the parties agree from time to time.

37. Approvals Obtained Under EMD Applicable Under Production - Foreign Nationals/Sources

- (a) Notwithstanding anything in this PO to the contrary, the notifications and approvals previously provided during the F-22 EMD contract (F33657-91-C-0006), PRTV/PRTV II contract (F33657-97-C-0030), Lot 1 prime contract (F33657-99-C-0036), Lot 2 prime contract (F33657-00-C-0020), Lot 3 prime contract (F33657-01-C-2095) with respect to the Foreign Nationals or Foreign Sources clauses of the EMD PO between Buyer and Seller shall be applicable to this PO for AFMC FARS 5352.227-9000 Export-Controlled Data Restrictions.
- (b) Further, commercial items, off-the-shelf items (i.e., previously developed items) and items not on the critical (technology list are excluded from the 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

