

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

JSF LRIP 1

SECTION H – SPECIAL PURCHASE ORDER REQUIREMENTS

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2 July 2007

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clauses set forth in this document shall take precedence.

Technical Data under DFARS 252.227-7013, “Rights In Technical Data—Noncommercial Items,” or Software and Software Documentation under DFARS 252.227-7014, “Rights in Noncommercial

authorized for use on a rent-free, non-interference basis in the performance of this Purchase Order and sub-contracts of any tier issued hereunder: Contract No(s): N00019-02-C-3002 and N00019-97-C-0038

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the Seller or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this Purchase Order, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the Seller. The Seller is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101): TBD

(3) Special Test Equipment (as defined in FAR 45.101): TBD

(4) Reserved

(5) Reserved

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item

Identification Number and Government Nomenclature; and

(B) the agency peculiar property shall be accounted for under this Purchase Order;

(C) upon completion or termination of this Purchase Order, the Seller shall request and comply with disposition instructions from the Lockheed Martin Procurement Representative.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Purchase Order. (This paragraph covers Government-owned material and agency peculiar property furnished to the Seller for

(A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under t-

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this Purchase Order.

(h) Installation Cost. The estimated cost, and fee, if any, of this Purchase Order makes full allowance for all costs to be incurred under this Purchase Order for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements, necessary for the installation of special tooling, special test equipment, and plant

to foreign countries. Seller agrees to cooperate with Lockheed Martin in fulfillment of such industrial participation obligations.

B. Lockheed Martin encourages Seller to develop a plan for creating industrial participation opportunities in many countries, including the following: Australia, Canada, Denmark, The State of the Netherlands, Norway, Italy, Turkey and the United Kingdom. Any industrial participation credit value