

**LOCKHEED MARTIN AERONAUTICS COMPANY**

**FAR 52.245-2: Government Property Installation Operation Services (April 2012)**  
(Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin.")

**DFARS 252.209-7010: Critical Safety Items (Aug 2011)**

**DFARS 252.225-7027: Restriction on Contingent Fees for Foreign Military Sales (Apr 2003)**  
(The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)

**DFARS 252.225-7047: Exports by Approved Community Members in Performance of the Contract (June 2013)** The blank paragraph (b) is completed as follows \_\_\_\_\_.

**FAR 52.225-3: Buy American Free Trade Agreements-Israeli Trade Act (May 2014)**

**FAR 52.227-1 ALT I: Alternate I-Authorization and Consent (April 1984)**

**FAR 52.232-7: Payments Under Time and Materials and Labor Hour Contracts (Aug 2012)**

("Government" and "Contracting Officer" mean "Lockheed Martin." The third sentence of paragraph (a)(8) is deleted. In paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted. The reference to the Allowable Cost and Payment clause in paragraph (b)(4) means FAR 52.216-7 which is incorporated into this contract by reference.)

**FAR 52.232-16: Progress Payments (Apr 2012)** ("Contracting Officer" means "Lockheed

Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.")

**FAR 52.232-17: Interest (May 2014)** ("Government" means "Lockheed Martin.")

**FAR 52.246-2 ALT I Inspection of Supplies-Fixed Price (July 1985):** In this Clause, "Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin."

**DFARS 252.219-7004: Small Business Subcontracting Plan (Test Program) ( May 2019)**

**DFARS 252.225-7028: Exclusionary Policies and Practices of Foreign Governments (Apr 2003)**

**DFARS 252.225-7995: (Deviation 2017-O0004) Contractor Personnel Performing in the United States Central Area of Responsibility (Sep 2017)**

**DFARS 252.228-7001: Ground and Flight Risk (Jun 2010)** In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss.

**AFFARS 5352.242-9001: Common Access Cards (CAC) for Contractor Personnel (Oct 2019)**  
(All communication with the government required by this clause shall be conducted through Lockheed Martin.)

**Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

**H-008 HISTORY OF COMMERCIAL TECHNICAL DATA AND SOFTWARE (MAR 2019)**

In this clause, “Contractor” means “SELLER”. SELLER shall flow down this clause to subcontractors.

(a) This clause is provided to clarify the prior dealings of the parties 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 Lockheed Martin or its subcontractors under 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 Lockheed Martin or its subcontractors will be governed by DFARS 252.227-7013 (Feb 2014) or 252.227-7015 (Feb 2014), as applicable.

(3) Commercial computer software developed exclusively at private expense by either Lockheed Martin 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 Lockheed Martin 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 Lockheed Martin or its subcontractors shall be governed by DFARS 252.227-7014 (Feb 2014)

**H-010 IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA AND COMPUTER SOFTWARE (MAR 2019)** In this clause, “Contractor” means “SELLER.” SELLER shall flow down this 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, Right112.7(s)-1.U.3(C522(0)1.1 72 4109E9(. )6(3()-3.3(a9.7(o )6(2)1.1(0E29w)2.9(a)



upon new information or inadvertent omissions following the procedures of DFARS 252.227-7013(e) and in the format referenced in paragraph (c) above.

(e) All DFARS clauses contained in this contract remain in effect. In the event there is any conflict between the language in this clause and the terms of any DFARS clauses contained in this contract (i.e. 252.227-7013 (Feb 2014), 252.227-7014 (Feb 2014), 252.227-7015 (Feb 2014), and 252.227-7017 (Jan2011)), the language in such DFARS clause shall supersede the conflicting language. If any part of this clause is found to be in conflict with a DFARS clause contained in this contract (i.e. 252.227-7013 (Feb2014), 252.227-7014 (Feb 2014), 252.227-7015 (Feb 2014), and 252.227-7017 (Jan 2011)), the remaining language in this clause will continue to be valid and enforceable.