

**LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**

**Advanced Pilot Training (APT) Program
Contract Number FA8617-17-R-6219
Generated using Lockheed Martin CorpDocs 2016 Version**

**REV. 1-- 10 JAN 2017
ORIGINAL--17 NOV 2016**

THE TERMS SET FORTH HEREIN ARE BASED ON THE FA8617-16-R-6219 PRIME CONTRACT SOLICITATION. BOTH PARTIES AGREE TO NEGOTIATE IN GOOD FAITH ANY CHANGES RESULTING FROM THE FA8617-17-R-6219 PRIME CONTRACT DEFINITIZATION

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 dates of a clauses set out in this documents and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedent.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon the SELLER.

PART I
Reserved.

PART II
Reserved.

PART III. ADDITIONS

The following FAR, DFARS, AFFARs, & AFMC clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011) (Applicable to all subcontracts exceeding \$150,000 in which employees will perform acquisition functions closely associated with inherently governmental functions. (Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016) (Applicable to all subcontracts in which the subcontractor may have Federal contract information residing in or transiting through its information system.)

FAR 52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (Applies if this contract exceeds \$30,000. Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.)

FAR 52.219-9 - Small Business Subcontracting Plan (DEVIATION) (AUG 2016) (Applies if this contract exceeds \$700,000. Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in

paragraph (c). Seller's subcontracting plan is incorporated herein by reference. Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015) (Applies to solicitations for subcontracts for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and where the subcontract is estimated to exceed \$500,000. In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin.")

FAR 52.222-99 Establishing a Minimum Wage for Contractors (DEVIATION 2014-O0017) (JUN 2015) ("Contracting Officer" means "Lockheed Martin.")

FAR 52.230-4 Disclosure and Consistency of Cost Accounting Practices--Foreign Concerns (OCT 2015)

("Government" as used in the second and third sentences means "Government or Lockheed Martin." Applicable to

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AFMC 5352.227-9000 Export-Controlled Data Restrictions (Jul 1997) ("Contracting Officer" means "Lockheed Martin.")

LCMC/WLZ-H-001 - DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA AND SOFTWARE NECESSARY FOR OPERATION, MAINTENANCE, INSTALLATION AND TRAINING (OMIT) (DEC 2016)

(a) Definitions. As used in this special contract requirement and associated PO line items:

OMIT Data" is defined for the purposes of this contract as all technical data, computer software, computer software documentation, computer data bases and graphics pertaining to the APT aircraft system, GBTS, and support equipment required to successfully conduct all operation, maintenance, installation and training activities, regardless of whether such activities are performed by Air Force, military, civilian, or contract personnel..

A. OPERATION

"Operation" includes all procedures, guidance, and instructions for ground and inflight operating, handling, testing, emergency, utilization, familiarization, and functional use of the Aircraft, Engine(s), Support Equipment (SE), Aircrew Training Devices (ATDs), and Ground Training Devices (GTDs) to perform their intended functions. Operation also includes all data to identify, catalog, stock, source, acquire, procure, replenish, package, handle, store, and transport of the APT aircraft system and GBTS; and their subsystems, assemblies, subassemblies, components, parts, and pieces..

B. MAINTENANCE

"Maintenance" includes all scheduled and unscheduled organizational, intermediate, and depot-level maintenance and repair capabilities to maintain, inspect, test, service, adjust, troubleshoot, analyze, remove, replace, repair, install, disassemble, reassemble, and overhaul to maintain in, or restore to, a serviceable condition the APT aircraft system and GBTS; and their subsystems, assemblies, subassemblies, components, parts, and pieces (whether hardware or software). Maintenance includes sustainment of the OMIT data itself.

C. INSTALLATION

"Installation" includes infrastructure such as facility planning, site surveys, hangers, maintenance facilities, supply chain management, hush houses, test cells, test stands and benches, runways, ramps, wash racks, fueling/defueling stations, tools, SE, communications, data links, security, data information technology, and all other data and planning necessary for the initial standup and continued operations, training, sustainment, and maintenance at all operational sites as well as organizational, intermediate, and depot-level maintenance requirements in support of the APT aircraft system and GBTS; and their subsystems, assemblies, subassemblies, components, parts, and pieces..

D. TRAINING

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B. Does not include the manufacture of new items.

(c) Specific Identification of Technical Data and Computer Software. When identifying and asserting restrictions on technical data and computer software pursuant to paragraph (b) of this clause, the Seller shall—

1. Ensure that the technical data and computer software are identified by specific reference to the requirement to deliver or provide that technical data or computer software in the contract, for example, by referencing the associated PO line items or paragraphs in the statement of work.

2. Include the relevant information for all technical data and computer software that are or may be required to be delivered or otherwise provided under the contract, online or remote access to information, and firmware or other computer software to be embedded in hardware deliverables.

3. Specifically address source code, object code, executable code, documentation, software support tools, S/SEE (software/systems engineering environment) documentation, Systems/Software Requirement Documents, Interface Control Documents, etc., regarding any computer software that is modified or developed either exclusively or partially at Government expense.

(d) Copies of Negotiated, Commercial, and Other Non-Standard Licenses. The Seller shall provide copies of all proposed specially negotiated licenses, commercial licenses, and any other asserted restrictions other than Government purpose rights; limited rights; restricted rights; Small Business Innovation Research (SBIR) Program data rights for which the protection period has not expired; or Government's minimum rights as specified in the clause at 252.227-7015.

AFMC STD - H005 (AFMC STD-5) IMPLEMENTATION OF PATENT RIGHTS CLAUSE (DEC 2016)

(a) Interim or final Invention Reports (1) listing subject invention(s) and stating that all subject inventions1 Tf 0.005 Tc -p6Tw 3

described