

contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

FAR 52.222-62 (JAN 2017) PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. (Applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.)

FAR 52.227-3 (APR 1984) PATENT INDEMNITY

FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (MAY 2018)

(Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller.")

FAR 52.232-16 (MAR 2020) PROGRESS PAYMENTS (DEVIATION 2020-O0010). ("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 (MAY 2014) INTEREST *ōI qxgtpo gpv\$b gcpu\$Nqenj ggf "O ct v pō=ppv'cr r rēcdrg"vq"
Commercial Items as defined in FAR 2.101).

FAR 52.232-39 (JUN 2013) UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS.

(Applicable to subcontracts where software or services will be retransferred to the Government).

FAR 52.243-2 ALT I (APR 1984) ALTERNATE I - CHANGES-COST-REIMBURSEMENT.

("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted; not applicable to Commercial Items as defined in FAR 2.101). (Substitute the following paragraph (a) for paragraph (a) of the basic clause:

ō(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.

AFFARS 5352.242-9001 (NOV 2012) COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin; Not applicable to Commercial Items as defined in FAR 2.101.)

Part IV. PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this section, the following terms are incorporated into the Contract in full-text:

Deferred Delivery of Technical Data

The requirement for TDPs under the FASTeR contract has been transferred to this contract as outlined below. The Government may choose to order FASTeR TDPs under this contract in accordance with DFARS 252.227-9248.

The Seller shall remain responsible to maintain the currency of their drawings and associated lists, provide access to the F-22 Team/Government personnel upon request, and deliver a complete Technical Data Package should the Government order delivery of TDPs under this contract in accordance with the above.

The following terms are incorporated into the Contract in full-text:

b) All briefings will be submitted with proposed briefing script unless presentation provides sufficient detail to meet intent

c) All submissions must be reviewed by submitting location security office; validating submission does not contain classified, critical program information, or critical information. Public release packages must be submitted reflecting this review, SIGNED by the security reviewer

d) The Seller shall flow down the following requirement in any subcontract awarded as a result of this purchase order: "Information includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, video clips, speeches, trade association meetings, symposia, published professional papers, abstracts, briefings, etc. Briefings submitted using Microsoft Power Point shall be submitted in Note Page format

All Seller requests must include a statement that full internal technical and security reviews have been accomplished and that the information being submitted for clearance is "unclassified, technically accurate, nonproprietary, and consi4(ngs)9(, 1p 0 1 72.024 520.03 Tm0 g0 G{ac)-2(cu)9(r)-3(at)5(e, non)9(pr)-3(op)11(r)-

(f) Upon completion of F-22 Support Material Capability activities, as contemplated by this contract, all F-22 assets, acquired by the Contractor in anticipation of full F-22 Air Vehicle Sustainment, shall be rolled over to and made available on any subsequent contract issued by the Government requiring F-22 Material Support Capability. However, the Government retains right to title of all material acquired to execute this contract

(g) In the event no subsequent F-22 contract requiring a Material Support Capability is issued, all residual F-22 assets, acquired during performance of this contract shall remain Government Property and disposition of these assets shall be in accordance with the Government Property Clause at 52.245-1, Section I hereof

Unique Identification

As specified and funded by the individual task orders, the Contractor shall perform Item Unique Identification (IUID) activities in accordance with MIL-STD-130N with Change 1, DoDI 8320.04, DFARS clause 252.211.7003. The Contractor shall record IUID marked items in the Department of Defense IUID Registry IAW DFARS clause 252.211-7003.

Authorization to Use other than New Material

(a) Support services capability is performance

