

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

Core Mission Computer (CMC) and Color Weather Radar (CWR) / FA8625-14-C-6596

Generated Using Lockheed Martin Corpdocs 2014 Version

August 26, 2014

Original

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.

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 shall not impose any obligations upon the SELLER.

1. The following FAR and DFARS clauses are added:

FAR 52.227-1I ALTERNATE I, AUTHORIZATION AND CONSENT (APR 1984)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

FAR 52.243-1V ALTERNATE V, CHANGES -- FIXED-PRICE (APR 1984) "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.

FAR 52.245-9 USE AND CHARGES (APR 2012) Communications with the Government under this clause will be made through Lockheed Martin.

FAR 52.246-23 LIMITATION OF LIABILITY (FEB 1997) In paragraph (a) the phrase "supplies delivered under this contract" means "supplies delivered under the prime contract "

FAR 52.246-24 LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997) Applies to high value line items only. For the purpose of this clause an item is a high value item if the unit cost of the item exceeds \$100,000. The reference to Government acceptance shall mean "acceptance by the Government of the prime contract end item containing Seller's items."

FAR 52.246-24I ALTERNATE I, LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (APR 1984) Applies to high value line items only. For the purpose of this clause an item is a high value item if the unit cost of the item exceeds \$100,000. The reference to Government acceptance shall mean "acceptance by the Government of the prime contract end item containing Seller's items."

FAR 52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997) In paragraph (a) the phrase "services delivered under this contract" means "services delivered under the prime contract "

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JAN 2011)
(Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013) Applies if Seller is furnishing any of the items covered by this clause.

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.

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011) In paragraph (e) "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2010)
In paragraph (b), "Government" means Lockheed Martin.

DFARS 252.235-7003I ALTERNATE I, FREQUENCY AUTHORIZATION (AUG 2008) Applies if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required. "Contracting Officer" means "Lockheed Martin."

DFARS 252.236-7013 REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS (JAN 2009)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) "Government" means "Lockheed Martin."

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) Applies if this contract requires delivery of Items directly to the Government.

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (NOV 2012) The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)
Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)

Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (NOV 2012)

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.

2. The following Special Contract Requirements are added:

SECTION C – DESCRIPTION/SPECS./WORK STATEMENT:

C002 REFERENCE TO SPECIFIC PARAGRAPHS OF THE STATEMENT OF WORK (MAY 1997)

Reference to specific paragraphs of the Statement of Work (SOW) indicates only where the CLIN/SubCLIN requirement is principally described and does not absolve the Contractor from the requirement to comply with the contractual provisions applicable to those CLINs/SubCLINs.

C004 INCORPORATED DOCUMENTS/REQUIREMENTS - ALTERNATE (FEB 2006)

The following documents, as they may be amended below, are a part of this contract:

EXHIBIT A "CONTRACT DATA REQUIREMENTS LIST (CDRLS)"

EXHIBIT B "CONTRACT DATA REQUIREMENTS LISTS (CDRLS)"

EXHIBIT C "CONTRACT DATA REQUIREMENT LISTS (CDRLS)"

EXHIBIT D "CONTRACT DATA REQUIREMENT LISTS (CDRLS)"

ATTACHMENT 1 " STATEMENT OF WORK FOR C-5 CORE MISSION COMPUTER/WEATHER RADAR PROGRAM ENGINEERING AND MANUFACTURING DEVELOPMENT (EMD)" ATTACHMENT

2 " DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION (DD 254)" ATTACHMENT

3 "C-5M CORE MISSION COMPUTER AND WEATHER RADAR REPLACEMENT PROGRAM SPECIFICATION"

ATTACHMENT 4 "TECHNICAL DATA OR SOFTWARE TO BE PROVIDED WITH OTHER THAN UNLIMITED RIGHTS"

ATTACHMENT 5 "LIST OF GOVERNMENT FURNISHED PROPERTY (SOW PARA 3.7.9)"

ATTACHMENT 6 "SCHEDULED LIST OF GOVERNMENT FURNISHED PROPERTY/EQUIPMENT FOR AIRCRAFT/TESTING, ETC"

ATTACHMENT 7 "C-5 CMC/WEATHER RADAR PROGRAM - IUID LIST".

SECTION F – DELIVERIES OR PERFORMANCE:

F003 CONTRACT DELIVERIES (FEB 1997)

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

- (a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".
- (b) "WARO" means "weeks after the effective date for award of the contractual action".
- (c) "DARO" means "days after the effective date for award of the contractual action".
- (d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

SECTION H - SPECIAL CONTRACT REQUIREMENTS:

For purposes of this Section H, “Government” means the United States Government.

AFLCMC/WLS-H001 ASSOCIATE CONTRACTOR AGREEMENTS (ACA) (MAY 2012)

IAW AFFARS IG5317.9000 Associate Contractor Agreements, the C-5M CMC/Weather Radar Program Contractor shall establish and maintain ACAs with the C-5 Trainer Contractor(s) responsible for the Air Crew Training Device (and others as appropriate) for the complete and unbiased exchange of technical information and data relating to establishing and maintaining configuration concurrency between the C-5 CMC/Weather Radar and the C-5 training systems. This agreement shall be used to obtain/provide all data necessary to establish and maintain the C-5 training system baseline to include the C-5 CMC/Weather Radar Program. This includes ACAs, as necessary, between the C-5 OEM aircraft manufacturer (Lockheed-Martin) and any future contractors/subcontractors. Agreements may be amended as required during performance of this contract. All costs associated with the agreements are included in the negotiated cost of this contract. Final ACA(s) shall be executed promptly after award of this contract FA8625-14-C-6596 and the completion of discussions between the C-5 CMC/Weather Radar contractor and the following ATD contractor(s).

Contactor Name	Address	Contract Number/Program
CAE USA 4908	Tampa West Blvd Tampa FL 33632-2411	FA8223-10-C-0010 / C-5 RERP ATD

AFLCMC/WLS-H002 SUBCONTRACTOR WARRANTIES (JAN 2014)

In addition to any other warranty rights and remedies provided by this contract, the Contractor shall to the maximum extent practicable (a) assure that all express subcontractor warranties/guarantees, applicable to the accessories, equipment and parts installed in or provided as a part of the new or modified portions of the end item purchased under this contract are fully available to, and for the benefit of, the Government for the life time of such warranties and (b) promptly notify the Procuring Contracting Officer and the DCMA Administrative Contracting Officer in writing upon acquisition of such express warranties specifying the details thereof, such as the type of warranty, equipment warranted and duration thereof. The Contractor shall pass through to the Government any Supplier warranties offered under this contract.

AFLCMC/WLS-H003 BASE SUPPORT (C-5M CMC/WEATHER RADAR PROGRAM) (MAY 2012)

Base support shall be provided by the Government to the Contractor in accordance with this provision.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data procession), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contract, provided through the base support provision, shall be used and managed in accordance with the Government Property Clause (FAR 52.245-1).

(b) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(c) The Contractor agrees to immediate report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP), or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. Facilities shall not be purchased under this provision. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by this provision (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(d) Following are installations where base support will be provided:

Travis Air Force Base
 Dover Air Force Base (Alternate)

- (e) The Government support to be furnished under this contract are:
- i. Required Office Space
 - ii. Office furniture (desks, chairs, bookshelves, cabinets)
 - iii. Class A Telephone lines (voice, fax, internet access)
 - iv. Access to copy machine and fax machine
 - v. Desktop computers with restricted access to the Flight Test Data Center common and C-5 Servers
 - vi. Janitorial Services

Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this provision.

(f) The Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed.

AFLCMC/WLS-H004 PAYMENT WITHHOLD FOR DEFICIENT TECHNICAL DATA (FEB 2014)

In accordance with DFARS 252.227-7030, the Government shall withhold payment to the contractor in the amount of \$200,000 if technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery.

AFLCMC/WLS-H005 COMSEC TELEPHONE MONITORING PROGRAM (MAY 2012)

All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a USAF organization, they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

AFLCMC/WLS-H006 CONTRACTING OFFICER AUTHORITY (MAY 2012)

Notwithstanding any of the provisions of this contract, the Procuring Contracting Officer (or the Administrative Contracting Officer with proper delegation) shall be the only individual with the authority to act on behalf of the Government to direct/redirect the effort, make determinations relative to approvals and/or any terms or conditions of this contract.

AFLCMC/WLS-H007 CONTRACTOR IDENTIFICATION (MAY 2012)

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

AFLCMC/WLS-H008 DELIVERY OF DATA OR SOFTWARE TO BE PROVIDED WITH OTHER THAN UNLIMITED RIGHTS (MAY 2012)

Attachment 4 "Technical Data or Software to be Provided with Other Than Unlimited Rights", as provided in accordance with DFARS 252.227-7017 and in accordance with DFARS 252.227-7013, 252.227-7014, 252.227-7015 and 252-227-7019 is included with this contract and will be updated as needed during contract performance. Any new assertions or inadvertent omissions shall be submitted to the Procuring Contracting Officer (PCO) in the format as required by DFARS 252.227-7014(e) as soon as practicable but no later than ninety (90) days prior to the scheduled date for delivery of the software and/or data for PCO review and validation. Any changes to Attachment 4 shall be via bilateral modification.

AFLCMC/WLS-H009 DIMINISHING MANUFACTURING SOURCES/PARTS OBSOLESCENCE (MAY 2012)

The Contractor shall implement a DMS surveillance and monitoring program for the hardware to be purchased under this contract (A094/DI-SESS-81656). The contractor shall be responsible for the cost of all Class II changes and/or buys required to resolve DMS issues that would impact contract hardware deliveries.

For Class I changes the Contractor shall submit a cost proposal as requested in writing by the PCO to develop a solution to the DMS issue.

AFLCMC/WLS-H012 COMMERCIAL-OFF-THE-SHELF (COTS) SOFTWARE LICENSES (JUN 2012)

In accordance with the present clause, the Contractor shall provide license agreement information for all commercial-off-the-shelf (COTS) software licenses to be obtained on behalf of or transferred to the U. S. Government under this contract. In this arrangement, the Government may ultimately become the Licensee in certain COTS software licenses. In order to permit the Government to become a Licensee in the COTS software licenses, the Contractor shall first pre-review the COTS software licenses intended for transfer to the Government to verify compliance with certain terms and conditions, as enumerated below. License agreements shall be provided to the Procuring Contracting Officer concurrent with proposal submission to ensure compliance with the terms and conditions enumerated below. Alternatively, for any COTS software licenses which are not reasonably identifiable concurrent with proposal submission, such licenses shall first be pre-approved by the Procuring Contracting Officer prior to their incorporation into a system deliverable to ensure compliance with the terms and conditions enumerated below. This obligation to obtain pre-approval from the Procuring Contracting Officer, as described above, continues throughout contract administration.

In accordance with the above, it should be understood that the Government will not accept nor execute a DD Form 250 for software deliverables under this contract until the Contractor obtains agreement to the terms and conditions enumerated below from any and all third party COTS software suppliers and/or vendors (i.e, Licensors) for which the Contractor has licensed software for incorporation into deliverables to the Government.

The terms and conditions required to permit any COTS software licenses to be transferred to the Government (e.g., Government to become a Licensee) include the following:

1. Any license shall be perpetual in nature and may not be unilaterally terminated by the Licensor. All remedies available shall be consistent with the Disputes Clause in the underlying basic contract.
2. The Licensee shall not be restricted from copying or embedding elements of accessible code into other applications (e.g., nesting code, derivative works).
3. By law, the U.S. Government cannot enter into any indemnification agreement where the Government's liability is indefinite, indeterminate, unlimited or in violation of the Anti-Deficiency Act. As such, any such indemnification provision in this License shall be void.

4. The Licensor shall not use the fact that the Licensee is using the Licensor's products in any notification to the public (e.g., no publicity rights permitted).
5. The Licensee is a Federal entity governed by Federal Statutes, Case Law, and Federal Regulations. Therefore, the Licensor shall remove any reference to binding the Licensee through laws of any municipality, state, or foreign country.
6. The Licensor shall not include any clauses indicating a right to enter the premise of Licensee for the purpose of auditing the use of any license, as the Licensee cannot allow an auditor physical access to the Licensee's facility due to security concerns. The Licensor may submit to the Licensee written notice indicating a substantiated belief that the Licensee is not using the software within the terms described in the license. The Licensee may then consider conducting its own internal audit and providing a certified statement of its findings to the Licensor.
7. The Licensor shall not use any integration clauses.
8. The Licensor shall not use any injunctive relief clauses as the Licensor cannot prevent the Licensee from performing mission operations.
9. The Contractor shall provide documentation to clearly correlate or map software license(s) to:
 - a. Contract Line Item Number (CLIN);
 - b. Contract Deliverables (CDRLS);
 - c. Paragraphs in the statement of work (SOW); and
 - d. Portions of any functional block diagrams and/or system architecture diagrams, so that it can be readily determined where certain commercial software corresponding to certain software license agreement(s) are physically located on the system to be delivered under the contract.
10. The Licensor shall not include any clauses in the license agreement that in any way restrict assignment to the Government and/or restrict the Contractor from continuing as a licensee in said license agreement for the beneficial use of the license agreement by the Government.
11. The license shall not comment on the entitlement to attorney fees in the event of a dispute.
12. The license shall not disclaim all warranties through use of an "as is" provision.
13. The license shall not create a contingent liability for the Government.
14. The license shall not restrict the Government from using the product at various sites nor restrict use of the product by various Government agencies or third parties performing work on behalf of the Air Force under the C-5M Core Mission Computer/Weather Radar Program. In the performance this program, Government personnel as well as Government contractors may use the software. Additionally, the software may be used at Government sites and Government contractor sites. These sites may change over time. The software license shall be flexible to accommodate this situation.
15. The license shall not include non-substitution language that would preclude or limit the Government from switching to another vendor/reseller and/or another product to fulfill the C-5M Core Mission Computer/Weather Radar Program.
16. The Licensor shall include the following clause (and no other) for disputes: "Since the Licensee is a Government entity, any dispute arising from or in connection with this agreement shall be subject to

resolution in accordance with the Disputes Clause included in the basic contract and/or the Government may also consider resolving any disputes using an appropriate Alternate Dispute Resolution (ADR) remedy.

17. If the Licensor will not agree to the terms and conditions cited herein and/or as contained in DFARS 227.72, the Contractor shall retain the current license on behalf of and for the benefit of the U. S. Government.

18. Add the clause described below to all third part COTS software licenses intended to be transferred to the Government:

"The Government agrees to the provisions of the present Software License, as set forth above, to the extent that the provisions of the Software License are consistent with Federal laws and satisfies the Government's needs, as prescribed at least by the Department of Defense Federal Acquisition Regulation Supplement (DFARS) section 227.7202-1. In the event that any of the provisions of the present Software License are determined to be inconsistent with Federal procurement law(s) and/or do not otherwise satisfy the Government's needs, the parties to the present Software License hereby agree that such provisions shall be null and void."

AFLCMC/WLS-H014 C-5 SOFTWARE AND SOFTWARE DOCUMENTATION RIGHTS (OCT 2013)
Specifically Negotiated License Agreement SLA-13-C5-001, dated 20 June 2013, is hereby incorporated into this contract by reference. The terms, conditions and rights contained within SLA-13-C5-001 remain in effect under this contract.

AFLCMC/WLS-H015 DEPOT LEVEL SUPPORT (JAN 2014)
The parties agree that activities associated with Depot Level support shall not be required at the time of contract award. Requirements for Depot Level support have been identified as potential requirements within the Statement of Work and unpriced Contract Option CLINs within this Contract, but cannot be fully defined until further into execution of the development effort. As such, specific taskings for Depot Level support have not currently been identified at the prime contractor or subcontractor/supplier level. Upon agreement of all parties as to appropriate Depot Level support during execution of this Contract, the PCO will issue a Request for Proposal for Depot Level support activities.

3. Summary of Changes:

(None)