

C130J Program Flowdowns_04-08-2024

U.S. GOVERNMENT CLAUSES**Prime Contract Number: FA8625-20-D-3000****Date of Creation: 04-08-2024**

The following customer contract requirements apply to any Purchase Order referencing the above U.S. Government prime contract number and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. The terms and conditions of the versions of the "Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts" and "Flowdown Updates" documents in effect on the date of the particular Order shall also apply. These documents are made available at the RTX Supplier Site. The full text of FAR/DFARS clauses may be accessed at <https://www.acquisition.gov/>.

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Supplier's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Supplier", "Subcontractor" shall mean "Supplier's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227- 1 and FAR 52.227- 2 or (2) when title to property is to be transferred directly to the Government. Supplier shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Supplier a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

Buyer or Buyer Affiliates reserve the right to add or update any FAR or DFAR clause or special contract provision based on customer contract directives.

Capitalized words used herein and not otherwise defined shall have the meanings ascribed to them in the Terms and Conditions.

The requirements below are in accordance with the U.S. Government prime contract and are not modified by Buyer for each individual Supplier. Supplier will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSES

| Clause | Reference |
|-------------------|---|
| 52.222-41 | Service Contract Act of 1965 (May 2014) |
| 52.225.3 | Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) |
| 52.227-1 ALT I | Authorization and Consent Alternate I (APR 1984) |
| 52.243-6 | Change Order Accounting (Apr 1984) |

DFARS CLAUSES

| Clause | Reference |
|--------------|-----------------------------|
| 252.225.7021 | Trade Agreements (Aug 2014) |

CLAUSES INCORPORATED IN FULL TEXT:

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020) (“Government” in paragraph (b) means “Government or Lockheed Martin.” Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001) (OCT 2021) (Applies if this Contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.230-2 Cost Accounting Standards (JUN 2020) (Applies when the contracts 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 provide Lockheed Martin with copies of all communications concerning CAS between the Contract 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.”

DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2021) (Copies of reports provided by Seller under this clause will be provided to Lockheed Martin.)

FAR 52.208-8 Required Sources for Helium and Helium Usage Data (AUG 2018) (Applies if Seller will furnish a major helium requirement as defined in the clause. In paragraph (b) “Contracting Officer” means “Buyer.”)

FAR 52.216-16 ALT I Incentive Price Revision-Firm Target Alternate I (APR 1984) (Applies in incentive type contracts with firm targets. “Contracting Officer,” “contract administrative office” and “Government” mean “Lockheed Martin.” Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract.)

FAR 52.216-26 Payments of Allowable Costs Before Definitization (DEC 2002) (Applies if this is an undefinitized cost reimbursable type contract.)

FAR 52.217-2 Cancellation Under Multi-Year Contracts (OCT 1997) (Applies in multi-year contracts. “Contracting Officer” and “Government” means “Lockheed Martin.” In paragraph (e) “1 year” is changed to “six months.”)

FAR 52.232-16 Progress Payments (JUN 2020) (Applies if Seller shall receive progress payments during the performance of this Contract. “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 52.232-16 ALT III Progress Payment Alternate III (JUN 2020) (Applies if Seller is not a small business concern and Seller shall receive progress payments under an indefinite-delivery, basic ordering agreement, or equivalent type contract during the performance of this Contract. “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 52.232-32 Performance-Based Payments (APR 2012) (Applies if Seller shall receive performance based payments during the performance of this Contract. “Contracting Officer” and “Government” means “Lockheed Martin” except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applies if software or services will be retransferred to the Government.)

FAR 52.239-1 Privacy or Security Safeguards (AUG 1996) (Applies if this Contract is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services.)

FAR 52.243-1 ALT III Changes-Fixed-Price Alternate III (APR 1984) (Applies if this is a fixed price contract for architect-engineer or other professional services.)

FAR 52.243-1 ALT IV Changes-Fixed-Price Alternate IV (APR 1984) (Applies if this is a fixed price contract for transportation services.)

FAR 52.243-1 ALT V Changes-Fixed-Price Alternate V (APR 1984) (Applies if this is a fixed price contract for research and development.)

FAR 52.243-2 ALT I Changes-Cost-Reimbursement Alternate I (APR 1984) (Applies if this is a cost reimbursement type contract for services.)

FAR 52.243-2 ALT II Changes-Cost-Reimbursement Alternate II (APR 1984) (Applies if this is a cost reimbursement type contract for services and supplies.)

FAR 52.243-2 ALT V Changes-Cost-Reimbursement Alternate V (APR 1984) (Applies if this is a cost reimbursement type contract for research and development.)

FAR 52.245-2 Government Property Installation Operation Services (APR 2012) (Applies if this contract is for services to be performed on a Government installation, Government-furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement.)

FAR 52.245-9 Use and Charges (APR 2012) (Applies if Government property will be provided during the performance of this Contract. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-2 ALT I Inspection of Supplies Fixed-Price Alternate I (JUL 1985) (Applies if this is a fixed price incentive contract type.)

FAR 52.246-6 ALT I Inspection-Time-and-Material and Labor-Hour Alternate I (APR1984) (Applies if this is a time and material or labor hour type contract and Government acceptance and inspection are to be performed at Seller’s facility.)

FAR 52.246-7 Inspection of Research and Development Fixed-Price (AUG 1996) (Applies if this is a fixed price contract for research and development.)

FAR 52.246-8 Inspection of Research and Development Cost-Reimbursement (MAY 2001) (Applies if this is a cost reimbursement type contract for research and development.)

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies if Seller will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)

FAR 52.247-68 Report of Shipment (REPSHIP) (FEB 2006) (Applies if Seller will be shipping supplies directly to the Government.)

FAR 52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012) (Applies if this is a fixed price contract for the dismantling, demolition, or removal of improvements.)

FAR 52.249-9 Default (Fixed-Price Research and Development) (APR 1984) (Applies if this is a fixed price contract for research and development.)

DFARS 252.209-7010 Critical Safety Items (AUG 2011) (Applies if critical safety items covered by this clause will be delivered by Seller.)

DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this Contract.)

DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010) (Applies if Seller will be in possession of Government property for the performance of this Contract and Lockheed Martin will not assume responsibility for marking the property.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (MAY 2019) (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

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 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)

DFARS 252.225-7047 Exports by Approved Community Members in Performance of the Contract (JUN 2013) (Applies if this Contract requires exports or transfers of qualifying defense articles in connection with deliveries under this Contract.)

DFARS 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004) (SEP 2017) (Applies if Seller personnel are performing in the USCENTCOM AOR.)

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.)

DFARS 252.234-7002 Earned Value Management System. (DEVIATION 2015-O0017) (SEP 2015) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

DFARS 252.234-7004 Cost and Software Data Reporting System (NOV 2014) (Applies if this Contract is in excess of \$50,000,000. In paragraph (b), "Government" means "Lockheed Martin.")

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) (Applies if

Seller personnel are required to interact with detainees during the performance of this Contract.)

DFARS 252.237-7023 Continuation of Essential Contractor Services (OCT 2010) (Applies if this Contract is for mission essential services. "Contracting Officer" means "Lockheed Martin." The term "Government" includes Lockheed Martin.)

DFARS 252.239-7010 Cloud Computing Services (OCT 2016) (Applies if this Contract involves use of cloud services.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract is in excess of \$150,000. "Government" means "Lockheed Martin.")

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies if items furnished by Seller will be subject to serialized tracking.)

DFARS 252.245-7002 Reporting Loss of Government Property (DEVIATION 2020-O0004) (FEB 2020)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017) (Applies if Government property will be located at Seller's facility for the performance of this Contract. "Contracting Officer" means Lockheed Martin.)

AFFARS 5352.223-9001 Health and Safety on Government Installations (OCT 2019) (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 (OCT 2019) (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 (CAC) 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.)

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, Rights in Technical Data - Noncommercial Items;

(2) DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation;

(3) DFARS 252.227-7015, Technical Data - Commercial Items; and

(4) DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions.

(b) Identification and Assertion of Use, Release, or Disclosure Restrictions. The Contractor shall assert to all noncommercial technical data and noncommercial computer software, identified, and as agreed, in accordance with DFARS 252.227-7017. The Contractor shall also assert to all commercial technical data (that is, technical data governed by DFARS 252.227-7015), identified, and as agreed, for which the Contractor intends the Government to take less than an unrestricted right, in the format set forth in DFARS 252.227-7017. When providing assertions in accordance with or in the format set forth in DFARS 252.227-7017, the Contractor shall ensure that the technical data and computer software are identified by specific reference to the requirement for the delivery of that technical data or computer software in the contract (e.g., by referencing the associated CLINs, CDRLs, or paragraphs in the statement of work).

(c) Requests for Proposals. In response to each Request for Proposal (RFP) issued against this contract, the Contractor shall comply with the following:

(1) Under each new delivery order, when applicable, that is issued against this contract, the Contractor shall comply with the requirements of DFARS 252.227-7017 "Identification and Assertion of Use, Release, or Disclosure Restriction". In addition, the Contractor shall provide assertions in the format set forth in DFARS 252.227-7017 for any commercial technical data governed by DFARS 252.227-7015 and developed between September 29, 1995 to September 29, 2016 for which the Contractor intends the Government to take less than an unrestricted right. Upon receipt, the Contractor's provided assertions shall be listed in an attachment to the applicable delivery order. The Contractor shall not deliver any technical data or computer software with restrictive markings unless the technical data or computer software is listed on the attachment or the Contracting Officer is notified prior to delivery.

(2) As required by DFARS 252.227-7017, any identifications or assertions shall be submitted at the time of initial proposal submittal. The parties recognize the potential reliance upon third party assertions and the Contractor shall utilize the applicable DFARS clauses to obtain and identify noncommercial technical data and noncommercial computer software assertions for subcontractors and suppliers that may be required. When providing assertions in accordance with Paragraph (c)(1) above, the Contractor shall also ensure that the technical data and computer software are identified by specific reference to the requirement for the delivery of that technical data or computer software in the contract (e.g., by referencing the associated CLINs, CDRLs, or paragraphs in the statement of work). Upon the Contracting Officer's request in the applicable RFP, the Contractor will include assertions for any associated prior deliverables (i.e., original technical data and/or computer software and subsequent revisions) as identified by the Government. The Contractor shall be compensated for researching and making assertions as a direct cost to this contract when those applicable costs are found to be in accordance with FAR Part 31, and shall be included as part of the Engineering Change accordance with SOW Para. 3.5.3.1. The Contractor may supplement or revise the assertions in accordance with paragraph (d) of this clause.

(d) Post-Award Updates. The Contractor (including its subcontractors or suppliers at any tier) may supplement or revise assertions in accordance with the DFARS 252.227-7013(e) and/or 252.227-7014(e), as applicable, based upon new information or inadvertent omissions in the format

referenced in paragraph (c) above. DFARS 252.227-7013(e) and 252.227-7014(e) shall apply to assertions for noncommercial technical data and noncommercial computer software, respectively. Further, with respect to technical data governed by DFARS 252.227-7015, the Contractor (including its subcontractors or suppliers at any tier) may supplement or revise assertions based upon new information or inadvertent omissions following the procedures of DFARS 252.227-7013(e) and in the format referenced in paragraph (c) above.

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 (Jan 2011)), 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 (Feb 2014), 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.