

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER FA8621-15-D-6276
JMATS III

Generated Using the 2019 Version of the Lockheed Martin CorpDocs

REV 1: August 31, 2022

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 document 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 SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract:

RESERVED

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS, and other agency clauses are modified as follows and are incorporated into the Contract:

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (DEVIATION 2022-O0001) (OCT 2021) (Applies whenever Seller was required to furnish certified cost or pricing data in connection with this contract. "The Contracting Officer" means "Lockheed Martin or the Contracting Officer." "United States" and "Government" mean "Lockheed Martin." The rights and obligations under this clause shall survive completion of the work and final payment under this contract.)

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 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (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 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 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2020)

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) (Paragraph (c)(1) does not apply.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION 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 52.215-21 ALT IV – ALTERNATE IV – REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) ("Contracting Officer" means "LOCKHEED MARTIN" in paragraphs (a)(1) and (b).)

FAR 52.216-8 FIXED FEE (JUN 2011) ("Government" and "Contracting Officer" mean "LOCKHEED MARTIN." The last two sentences are deleted.)

FAR 52.216-16 Incentive Price Revision Firm Target (OCT 1997) (Applies if this is an incentive type contract 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 52.219-9 ALT III – ALTERNATE III – SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017) (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.)

FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (Insert "zero" in the blank. "Contracting Officer" means "LOCKHEED MARTIN." "Government" means "LOCKHEED MARTIN and Government.")

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) (Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this Contract.)

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018) (Applies if FAR 52.222-41 applies to this Contract. "Contracting Officer" means "LOCKHEED MARTIN and the Contracting Officer" except in paragraph (f) where it means "LOCKHEED MARTIN." The notice period in paragraph (f) 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 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

FAR 52.224-2 PRIVACY ACT (APR 1984) (Applies if this Contract is for the design, development, or operation of such a system of records.)

FAR 52.227-11 ALT I PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR – ALTERNATE I, II, III, AND/OR IV (AS APPLICABLE) (DEC 2007) (Applies if this Contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed the agency identified in this Contract. If no agency is identified, contact LOCKHEED MARTIN's authorized purchasing representative identified on the face of the Contract.)

FAR 52.227-11 ALT II Patent Rights -- Ownership by the Contractor- Alternate II (DEC 2007) (Applies if this contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed the agency identified in this contract. If no agency is identified, contact Lockheed Martin's authorized purchasing representative identified on the face of the contract.)

FAR 52.227-11 ALT III Patent Rights -- Ownership by the Contractor - Alternate III (JUN 1989) (Applies if this contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed the agency identified in this contract. If no agency is identified, contact Lockheed Martin's authorized purchasing representative identified on the face of the contract.)

FAR 52.227-11 ALT IV Patent Rights -- Ownership by the Contractor - Alternate IV (JUN 1989) (Applies if this contract, at any tier, is for experimental, developmental, or research work. Reports required by this clause shall be filed the agency identified in this contract. If no agency is identified, contact Lockheed Martin's authorized purchasing representative identified on the face of the contract.)

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)

FAR 52.229-8 TAXES – FOREIGN COST – REIMBURSEMENT CONTRACTS (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "LOCKHEED MARTIN." The blank is completed with _____.)

FAR 52.232-17 INTEREST (MAY 2014) ("Government" means "LOCKHEED MARTIN.")

FAR 52.232-20 LIMITATION OF COST (APR 1984) (Applies if this Contract is fully funded. "Contracting Officer" and "Government" mean "LOCKHEED MARTIN.")

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984) (Applies if this Contract is incrementally funded. "Contracting Officer" and "Government" mean "LOCKHEED MARTIN.")

FAR 52.233-3 ALT I PROTEST AFTER AWARD ALTERNATE I (JUN 1985) ("Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean "LOCKHEED MARTIN." "thirty (30) days" is changed to "twenty (20) days.")

FAR 52.237-11 ACCEPTING AND DISPENSING OF \$1 COIN (SEP 2008)

FAR 52.243-2 ALT II – ALTERNATE II – CHANGES – COST REIMBURSEMENT (APR 1984) ("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.)

FAR 52.243-3 CHANGES – TIME-AND-MATERIALS OR LABOR-HOUR (SEP 2000) ("Contracting Officer" and "Government" mean "LOCKHEED MARTIN." In paragraph (a), add as subparagraph (8) "Delivery schedule." In paragraph (d), the reference to the disputes clause is deleted.)

FAR 52.245-2 Government Property Installation Operation Services (APR 2012) (Applies if property subject to this clause will be provided to Seller for the performance of this Contract.)

FAR 52.246-2 ALT I – ALTERNATE I – INSPECTION OF SUPPLIES – FIXED PRICE (JUL 1985) ("Government" means "LOCKHEED MARTIN and the Government" except in paragraphs (f), (j), and (l) where it means "LOCKHEED MARTIN." "Contracting Officer" means "LOCKHEED MARTIN.")

FAR 52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984) ("Government" means "LOCKHEED MARTIN and the Government " in paragraphs (b) and (c). "Government" means "LOCKHEED MARTIN" in paragraphs (d) and (e).)

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies is Seller shall make direct shipments to the Government.)

FAR 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS FOR AUDIT (FEB 2006) (Documents required by this clause will be provided by SELLER to LOCKHEED MARTIN. This clause is not required to be included in Contractor's subcontracts.)

FAR 52.249-14 EXCUSABLE DELAYS (APR 1984) (In paragraph (a)(2), "either" and "or contractual" is deleted. "Contracting Officer" and "Government" means LOCKHEED MARTIN except in (a)(2) where "Government" is unchanged.)

FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) ("Government" and "Contracting Officer" mean "LOCKHEED MARTIN." In paragraph (d), "120" days" is changed to "sixty (60) days." In paragraph (e), "fifteen (15) days" is changed to "thirty (30) days," and "forty-five (45) days" is changed to "sixty (60) days." In paragraph (f), "one (1) year" is changed to "six (6) months." Paragraph (j) is deleted. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract. In Alternate IV, "ninety (90) days" is changed to "sixty (60) days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-6 ALT IV – ALTERNATE IV – TERMINATION (COST-REIMBURSEMENT) (SEP 1996)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) (In paragraph (b), "Contracting Officer" means "LOCKHEED MARTIN" and "ten (10) days" means "twenty (20) days.")

DFARS 252.204-7010 REQUIREMENT FOR CONTRACTOR TO NOTIFY DOD IF THE CONTRACTOR'S ACTIVITIES ARE SUBJECT TO REPORTING UNDER THE U.S.-INTERNATIONAL ATOMIC ENERGY AGENCY ADDITIONAL PROTOCOL (JAN 2009) (The blank in the clause is completed with the following: "LOCKHEED MARTIN designated procurement representative.")

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) (Applies except if this Contract is for commercial off the shelf items.)

DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2021) (Applies if Seller will be in possession of Government property for the performance of this Contract.)

DFARS 252.216-7004 AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL (SEP 2011) (SELLER shall reimburse LOCKHEED MARTIN for any reduction in fees under the prime contract to the extent SELLER's acts or omissions are responsible for covered incidents pursuant to this clause.)

DFARS 252.217-7015 SAFETY AND HEALTH (DEC 1991) ("Master Agreement" means "this Contract.")

DFARS 252.217-7028 OVER AND ABOVE WORK (DEC 1991) ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean "LOCKHEED MARTIN." Paragraph (f) is deleted.)

- DFARS 252.219-7003 ALT I – ALTERNATE I – SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (MAY 2019)** (Applies if FAR 52.219-9 is included in this Contract.)
- DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019)**
- DFARS 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)**
- DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (SEP 2014)** ("Government" means "Lockheed Martin and Government.")
- DFARS 252.225-7001 ALT I – ALTERNATE I – BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017)**
- DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)**
- DFARS 252.225-7996 Acquisition Restricted to Products or Services from Afghanistan, a Central Asian State, Pakistan, or the South Caucasus (DEVIATION 2017-O0003) (SEP 2017)**
- DFARS 252.227-7038 ALT I – ALTERNATE I – PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)** (Applies if this subcontract involves experimental, developmental, or research work.)
- DFARS 252.227-7038 ALT II – ALTERNATE II – PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012)** (Applies if this subcontract involves experimental, developmental, or research work.)
- DFARS 252.228-7006 COMPLIANCE WITH SPANISH LAWS AND INSURANCE (DEC 1998)** ("Contracting Officer" means "LOCKHEED MARTIN.")
- DFARS 252.229-7002 Customs Exemptions (Germany) (JUN 1997)** (Applies if Seller is required to import goods into Germany.)
- DFARS 252.229-7003 TAX EXEMPTIONS (ITALY) (MAR 2012)** (The blank in paragraph (b) is completed with _____.)
- DFARS 252.229-7004 STATUS OF CONTRACTS AS A DIRECT CONTRACTOR (SPAIN) (JUN 1997)** ("Contracting Officer" means "LOCKHEED MARTIN" in paragraphs (d), (e) and (f). The blank in paragraph (g) is completed with _____.)
- DFARS 252.229-7005 TAX EXEMPTIONS (SPAIN) (MAR 2012)**
- DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011)** (Applies is Seller is a United Kingdom firm. "This contract" means "the prime contract.")
- DFARS 252.229-7008 Relief from Import Duty (United Kingdom) (DEC 2011)** (Applies if Seller is a United Kingdom firm.)
- DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)** ("Government" means "LOCKHEED MARTIN and Government." Paragraphs (i) and (j) are deleted.)
- DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014)** (In paragraph (b), "Government" means "LOCKHEED MARTIN.")

DFARS 252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

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

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies if Seller is required to tag, label, or mark Government-furnished property.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016) (Applies if Government property may be located at Seller's facilities for the performance of this Contract. "Contracting Officer" means "Lockheed Martin.")

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS – 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.)