

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
SPE4AX-21-D-9000

Generated using Lockheed Martin CorpDocs 2021 Version

Original: 22 November 2021

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:

RESERVED

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

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

FAR 52.246-2 ALT II Inspection of Supplies Fixed-Price - Alternate II (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.")

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (FEB 2019) (Applies if performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016) (Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.)

DFARS 252.211-7006 Passive Radio Frequency Identification (DEC 2019) (Applies if Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government.)

DFARS 252.222-799 (DEVIATION 2021-O0001) Combating Race and Sex Stereotyping (DEVIATION 2021-O0001) (NOV 2020) (Applies if this contract exceeds \$10,000.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) ("Government" means "Lockheed Martin.")

Part IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS:

RESERVED