

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

FA8525-15-C-0001--C-5 SOFTWARE UPDATE (CSU) 02

GENERATED USING LOCKHEED MARTIN CORPDOCS 2015 VERSION

**8 JULY 2015
(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 52.216-11 COST CONTRACT -- NO FEE (APR 1984) (Government" and "Contracting Officer" mean "Lockheed Martin.")

FAR 52.232-39 UNENFORCEABILITY PF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

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

DFARS 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) (In paragraph (b)(1)(ii) "Contracting Officer" means "Lockheed Martin." In paragraph (d)(5) "Contracting Officer" means "Lockheed Martin and the Contracting Officer." Copies of all reports made to the Government under this clause shall be provided to Lockheed Martin at the time such reports are submitted)..

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 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified.)

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

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."

2. The following Special Contract Requirements are added:

N/A

3. Summary of Changes:

N/A—Original Issue