

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
Contract FA8525-18-D-0001, C-5 Software Mod / SW Mod (CSU-03),
Generated using Lockheed Martin CorpDocs 2019 Version

9 Jan 2019

Version 1, Revision 0

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:

None

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:

None

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:

Part III – Section A – Applicable to all Purchase Order issued under Contract FA8525-18-D-0001

52.204-21 Basic Safeguarding of Covered Contractor Information Systems. This clause applies in its entirety unless SELLER is furnishing commercially available off-the-shelf items.

52.232-17 Interest (May 2014). This clause applies to all Purchase Orders to the extent that the Purchase Order contains other clauses which expressly refer to an Interest clause. (For Example, Fixed Price Incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17 or subcontracts containing a Defective Cost or Pricing provision under FAR Part 15). In this clause the term 'Government means 'Lockheed Martin'.

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013). This clause applies to the extent that this Purchase Order requires the delivery of software or services that will be retransferred to the US Government by LMA.

52.245-9 Use and Charges (Apr 2012) This clause applies to all Purchase Orders where –

- (a) Government property is provided for the SELLERS use; AND
- (b) The Government property is NOT incorporated into the deliverable item; AND
- (c) the SELLER did NOT include a notification in its proposal/quotation to Lockheed Martin that USG property would be required in the performance of the resulting Purchase Order.

52.211-7007 Reporting of Government-Furnished Property (Aug 2012). This clause applies to all Purchase Orders to the extent that Lockheed Martin (LMA) provides property that is furnished by the US Government. The clause does not apply to purchase orders where that US Government furnished property is specifically identified in the Statement of Work, Purchase Order, or other subcontract documentation to be marked by Lockheed Martin.

52.219-7004 Small Business Subcontracting Plan (Test Program) (Apr 2018). This clause applies to all Purchase Orders to the extent that SELLER is a participant in the Department of Defense (DoD) Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans. If the SELLER is NOT a participant, FAR 52.219-9 applies to this Purchase Order or Subcontract.

52.243-7002 Requests for Equitable Adjustment (Dec 2012). This clause applies to all Subcontracts and Purchase Orders where the cumulative value of the Basic and all amendments exceeds \$150,000. The term 'Government' means Lockheed Martin.

52.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012) This clause applies to all Subcontracts and Purchase Orders where the items/services to be furnished/performed by the SELLER will be subject to serialized tracking. Items/Services subject to this clause will be specifically identified in the Purchase Order Statement of Work, drawings or other PO specifications.

52.245-7004 Reporting, Reutilization and Disposal (Sep 2016). This clause applies to all Purchase Orders and Subcontracts wherein Lockheed Martin provides any USG property or where any USG property is located at the SELLERs facility(ies).

252.246-7001 Warranty of Data – Basic (Mar 2014). This clause applies to all Purchase Orders and Subcontracts that require the delivery of data from the SELLER. Data to be delivered will be specifically identified in the Purchase Order Statement of Work, C/SDRL, Drawings or other PO specifications. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government."

Part III – Section B – Applicable only to Purchase Orders issued under Task Order FA8525-19-F-0034 to Contract FA8525-18-D-0001

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019). This clause applies to all Subcontracts and Purchase Orders issued under TO FA8525-19-F-0034 only where "Government in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin.

252.204-7004 Level I Antiterrorism Awareness Training for Contractors (Feb 2019). This clause applies to Subcontracts and Purchase Orders issued under TO FA8525-19-F-0034 where the Subcontract or Purchase Order requires routine physical access to a Federally controlled facility or military installation. Training costs associated with this requirement shall not be separately priced in the purchase order or subcontract.

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

None