

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT
TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-22 Raptor Enhancement Development and Integration II (REDI II)

Contract Number FA8611-13-D-2850

Generated using Lockheed Martin CorpDocs 2013 Version

Revision 10: August 22, 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 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.

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 52.204-25 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 52.215-13 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 (Deviation 2018-O0015) (MAY 2018) (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 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Deviation 2018-O0015) (MAY 2018) (Applies when the contract states that it is subject to modified 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 Seller and the Contracting Officer if such communications 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 252.211-7003 Item Unique Identification and Valuation (MAR 2016) (Applies if this Contract requires Work to contain unique item identification. "Government" means "Lockheed Martin" except in the definition of "issuing agency" in paragraph (a). Items subject to unique identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to Lockheed Martin.)

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 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011) (Applies to Contracts that exceed the simplified acquisition threshold and in which Seller employees will perform acquisition functions closely associated with inherently governmental functions.)

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

FAR 52.219-09 ALT III Small Business Subcontracting Plan – Alternate III (JAN 2011) (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 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment – Major Systems (DEC 2007) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d).)

FAR 52.245-09 Use and Charges (APR 2012) (Applies if Government property will be provided for the performance of this Contract. Communications with the Government under this clause will be made through Lockheed Martin.)

DFARS 252.204-7010 Requirement for Contractor to Notify DOD if the Contract's Activities are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol (APR 2010) (Applicable if Seller will be in possession of Fissionable materials or materials directly relatable to nuclear power production. The blank in the clause is completed with the following: Procuring Contracting Officer Mary DelRaso, Phone: 937-713-7510, eMail: mary.delraso@us.af.mil)

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 252.225-7008 Restriction on Acquisition of Specialty Metals (JUL 2009) (Applicable to any subcontract that requires the delivery of specialty metals as an end item under the subcontract.)

DFARS 252.234-7004 Cost and Software Data Reporting (NOV 2010) (Applies if this Contract is in excess of \$50,000,000. In paragraph (b) "Government" means Lockheed Martin.)

DFARS 252.235-7004 Protection of Human Subjects (JUL 2009) (Applies if this Contract may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to contracts that involve only the use of cadaver materials. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Applies if Seller personnel may be required to interact with detainees in the course of their duties.)

DFARS 252.237-7023 Continuation of Essential Contractor Services (OCT 2010) ("Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (APR 2012) (Applies if Seller will be in possession of government property during performance of the Contract "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.")

PART IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this Section H, "Government" means the United States Government. The following Section H clauses are incorporated into the Contract in full text:

RESERVED