

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

Contract: FA8611-22-D-0001

Generated using Lockheed Martin CorpDocs 2021 Version

Original: 10 January 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:

RESERVED

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 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies if this Contract is funded in whole or in part with Recovery Act funds.)

FAR 52.203-16 Preventing Personal Conflicts of Interest (JUN 2020) (Applies if this contract exceeds the simplified acquisition threshold in FAR 2.101; and in which Seller employees will perform acquisition functions closely associated with inherently governmental functions.)

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 52.216-16 ALT I Incentive Price Revision-Firm Target – Alternate I (APR 1994) (Applies if this is an incentive price revision type contract. "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 52.216-17 Incentive Price Revision Successive Targets (OCT 1997) (Applies if this is an incentive type contract with successive targets. "Contracting officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (k) is deleted. The blanks in the clause are completed with the amounts specified in the contract.)

FAR 52.216-26 Payments of Allowable Costs Before Definitization (DEC 2002) (Applies if this is an undefinitized cost-reimbursement type contract.)

FAR 52.217-2 Cancellation Under Multi-Year Contracts (OCT 1997) (Applies if this is a multi-year type contract. "Contracting Officer" and "Government" means "Lockheed Martin." In paragraph (e) "1 year" is changed to "six months.")

FAR 52.225-3 Buy American - Free Trade Agreements - Israeli Trade Act (JAN 2021)

FAR 52.227-21 Technical Data Declaration, Revision, and Withholding of Payment-Major Systems (MAY 2014) (Applies if this Contract requires the delivery of technical data. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d))

FAR 52.232-16 Progress Payments (JUN 2020) (Applies if Seller shall receive progress payments during the performance of this Contract. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government.")

FAR 52.232-17 Interest (MAY 2014) ("Government" means "Lockheed Martin.")

FAR 52.232-32 Performance-Based Payments (APR 2012) (Applies if Seller shall receive performance-based payments during the performance of this Contract. "Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted.)

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

FAR 52.239-1 Privacy or Security Safeguards (AUG 1996) (Applies if this Contract is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services.

FAR 52.243-2 ALT II Changes-Cost-Reimbursement Alternate II (APR 1984) (Applies if this Contract is a cost-reimbursement type contract and services and supplies are to be furnished. "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 52.243-2 ALT III Changes-Cost-Reimbursement Alternate III (APR 1984) (Applies if this Contract is a cost-reimbursement type contract for construction. "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 52.243-2 ALT V Changes-Cost-Reimbursement Alternate V (APR 1984) (Applies if this is a cost reimbursement type contract for research and development. "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 52.245-2 Government Property Installation Operation Services (APR 2012) (Applies if property subject to this clause is provided to Seller. "Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin." The blank in paragraph (e) is completed with: TBD.)

FAR 52.245-9 Use and Charges (APR 2012) (Applies if Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-2 ALT I Inspection of Supplies Fixed-Price Alternate I (JUL 1985) (Applies if this is a fixed-price inventive type contract. "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 52.246-7 Inspection of Research and Development Fixed-Price (AUG 1996) (Applies if this Contract is for research and development. "Government" means "Lockheed Martin and the Government" in paragraphs (a), (b) and (c). "Government" means "Lockheed Martin" in paragraphs (d), (e), and (f). "Contracting Officer" means "Lockheed Martin.")

FAR 52.246-8 Inspection of Research and Development Cost-Reimbursement (MAY 2001) (Applies if this is a cost-reimbursement type contract for research and development. "Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged.)

FAR 52.246-15 Certificate of Conformance (APR 1994) (Applies if Seller shall make direct shipment to the Government with out any intervening acceptance by Lockheed Martin.)

FAR 52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012) (Applies in fixed price contracts which exceed the simplified acquisition threshold for dismantling, demolition, or removal or improvements. "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.

FAR 52.249-9 Default (Fixed-Price Research and Development) (APR 1984) (Applies if this is a fixed price contract for research and development. "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged.)

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

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: Major Matthew Heil, USAF”

DFARS 252.209-7010 Critical Safety Items (AUG 2011)

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 and Lockheed Martin has not assumed responsibility for marking.)

DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010) (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 252.216-7009 Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding (SEP 2013) (Applies if FAR 52.216-7 applies.)

DFARS 252.217-7028 Over and Above Work (DEC 1991) (Applies where over and above work may be required and no more specific arrangement for handling such work is specified in the contract. "Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (MAY 2019) (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (SEP 2014) (Applies if Seller may have access to a DoD installation "Government" means "Lockheed Martin and Government.")

DFARS 252.225-7047 Exports by Approved Community Members in Performance of the Contract (JUN 2013) (Applies if this Contract requires exports or transfers of qualifying defense articles. The blanks paragraph (b) is completed as follows TBD.)

DFARS 252.228-7001 Ground and Flight Risk (JUN 2010) (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss.)

DFARS 252.234-7002A Earned Value Management System. (DEVIATION 2015-O0017) (SEP 2015) (Applies if this is a cost or incentive type contract valued at \$100,000,000 or more. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.

DFARS 252.234-7004 Cost and Software Data Reporting System (NOV 2014) (Applies if this Contract exceeds \$50 million. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.235-7004 Protection of Human Subjects (JUL 2009) (Applies if this contract includes research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02 and 10 U.S.C. 980.)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) (Applies if Seller personnel are required to interact with detainees during the performance of this Contract.)

DFARS 252.237-7023 Continuation of Essential Contractor Services (OCT 2010) (Applies if this Contract is for mission essential services. "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.)

DFARS 252.239-7010 Cloud Computing Services (OCT 2016) (Applies if this Contract involves use of cloud services.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract exceeds \$150,000. "Government" means "Lockheed Martin.")

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies if items furnished by Seller will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017) (Applies if Government property will be located at Seller's facilities for the performance of this Contract. "Contracting Officer" means Lockheed Martin.)

AFFARS 5352.242-9000 Contractor Access to Air Force Installations (OCT 2019) (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 (CAC) for Contractor Personnel (OCT 2019) (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.)