LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

F-35 Follow On Modernization Phase 2.3

NAVAIR Contract — N00019-19-C-0010

For use with the 2018 version of Lockheed Martin CorpDocs

REVISION 5: 23 April 2026

REVISION 4: 20 December 2023

REVISION 3: 17 April 2023

REVISION 2: 19 June 2019

REVISION 1: 07 February 2019

ORIGINAL: 06 December 2018

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.

<u>Add the following Clauses:</u>

FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Does not apply for Commercial Items as defined in FAR 2.101.)

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 2018-O0015) (July 2018) (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 2018-O0015) (July 2018) (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) (July 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) (July 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.").

FAR 52.215-23 - ALTERNATE I - LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) (Applies if this is a cost-reimbursement subcontract in excess of $150,000, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.222-17 NON-DISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) (Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

FAR 52.227-1 ALT I AUTHORIZATION AND CONSENT (April 1984) (Does not apply for Commercial Items as defined in FAR 2.101).

FAR 52.232-17 INTEREST (MAY 2014) (Does not apply to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin."

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applicable to subcontracts where software or services will be retransferred to the Government.)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (Applicable to subcontracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.243-2 CHANGES-COST-REIMBURSEMENT (Aug 1987) - Alternate II (APR 1984) ("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; this clause is not applicable to Commercial Items as defined in FAR 2.101. Applies if this is a Cost Reimbursement contract.) Substitute paragraph (a) for paragraph (a) of the basic clause:

(a) The Lockheed Martin Procurement Representative may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

FAR 52.243-2 CHANGES-- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984) ("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; this clause is not applicable to Commercial Items as defined in FAR 2.101 Applies if this is a Cost Reimbursement contract.). Substitute the following subparagraphs (a)(1) and (a)(3) for subparagraphs (a)(1) and (a)(3) of the basic clause:

"(1) Drawings, designs, or specifications.

(3) Place of inspection, delivery, or acceptance."

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2018)

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

FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT (APR 1984) ("Government" means "Lockheed Martin. Applies if this is a Cost Reimbursement contract.)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (The blanks in this clause are completed as follows: Critical Safety Items are identified elsewhere in this contract.)

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) (Applicable to Seller only if it 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 (Sept. 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 252.219-7004 (APR-18) SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM). (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans; not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) (Applies if this contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)

DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.227-7018 Rights in Other Than Commercial Technical Data and Computer Software - Small Business Innovation Research Program and Small Business Technology Transfer Program (AUG 2025)

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUNE 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. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7002A EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-00017) (SEPT 2015) (Applies to cost reimbursement contracts and contracts that exceed $50 million. "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Does not apply for Commercial Items as defined in FAR 2.101.)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies to contracts that exceed $50 million; In paragraph (b), "Government" means Lockheed Martin; not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (Does not apply for Commercial Items as defined in FAR 2.101; "Government" means "Lockheed Martin.")

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applicable to contracts where the items furnished by the subcontractor will be subject to serialized tracking)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016) (Applicable if government property may be located at supplier facilities. "Contracting Officer" means Lockheed Martin.)

H-2 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to the Supplier Data Requirements List (SDRL) or provided in response to any other requirement contained in this contract, which would be deemed "technical data" under DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items (JUN 2013), or "computer software" and "computer software documentation" under DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (MAY 2013), if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because access by the Government or LOCKHEED MARTIN, delivery by the Seller, or provision by the Seller is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-10 DATA RIGHTS USE OF DATA OR SOFTWARE WITH LESS THAN GOVERNMENT PURPOSE RIGHTS

(a) Definitions. For the purposes of this clause, “noncommercial technical data,” “noncommercial computer software,” “noncommercial computer software documentation,” and “government purpose rights” shall be defined in accordance with in DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2014), and DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014).

(b) The Seller shall not incorporate any noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation into the Phase 2.3 design at the Tactical Software Application Level (above middleware) with less than government purpose rights without first providing written notification to the Lockheed Martin Procurement Representative.

1. Notification shall include, at a minimum, the following information:

   i. The alternative technical data, computer software, and computer software documentation evaluated

   ii. The benefit to the F-35 program for utilizing the specific noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation forming the basis of the notification.

   iii. The basis for the assertion (as described in DFARS 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)), to include sufficient information to enable the Government to adjudicate the assertion.

(c) This clause shall not apply to technical data and noncommercial software for which data assertions have already been incorporated contractually via the assertions list.

(d) Nothing in this clause shall be interpreted to prevent the Government from challenging data rights assertions in accordance with DFARS 252.227-7019, Validation of Asserted Restrictions – Computer Software (SEP 2016), or 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016)

H-13 RFNIU CLAUSE RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (NAVAIR) (MAY 2016)

(a) Pursuant to FAR 45.301, Authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following Lockheed Martin Prime Contracts:

N00019-02-C-3002 SDD

N00019-16-C-0008 C2D2 FoM Phase I

N00019-18-D-0129 ECASE IDIQ

N00019-18-C-1004 C2D2 FoM Phase 2

N00019-10-C-0002 LRIP 5

N00019-11-C-0083 LRIP 6

N00019-12-C-0004 LRIP 7

N00019-15-C-0031 LRIP 8

N00019-14-C-0002 LRIP 9

N00019-15-C-0003 LRIP 10

N00019-16-C-0033 LRIP 11

N00019-17-C-0001 LRIP 12

N00019-14-C-0004 Development Foundation (DFC)

N00019-14-G-0020 Delivery Order 0097 – Development Test Viability

N00019-14-G-0020 Delivery Order 0046 – Tech Refresh 3 N00019-15-C-0105 ACURL

(b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.

(c) The SELLER is responsible for scheduling the use of the said property. Lockheed Martin shall not be responsible for conflicts, delay or disruptions to any work performed by the SELLER due to use of the property under this contract or any other contracts under which use of such property is authorized.

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;
(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in
Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Government Contracting Officer's Representative.

(b) If Seller's employees are wearing a badge that is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Government Contracting Officer's Representative and approved by the Government Contracting Officer through LOCKHEED MARTIN to the Seller.

(c) LOCKHEED MARTIN will make the final determination of compliance with regulations with regard to proper identification of contractor employees.

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The Seller is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The Seller acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to LOCKHEED MARTIN or Seller.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

NAVAIR 5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (OCT 2013)

(a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances

(b) Travel Approval Process. No prior approval is required for travel under this contract.

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

Revision 5 dated 23 April 2026. The following clause has been added:

DFARS 252.227-7018 Rights in Other Than Commercial Technical Data and Computer Software - Small Business Innovation Research Program and Small Business Technology Transfer Program (AUG 2025)

Revision 4 dated 12 December 2023. The following clause has been added:

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018)