

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 CRT MVCR, Contract N00019-25-C-0068
Generated using Lockheed Martin CorpDocs 2025 Version
Original: 12 August 2025

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 52.232-17 INTEREST (MAY 2014) Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.

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

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. Not applicable to Commercial Items as defined in FAR 2.101.

FAR 52.243-2 CHANGES -- COST-REIMBURSEMENT 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.

FAR 52.245-9 USE AND CHARGES (APR 2012) Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.

DFARS 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023) Applicable to all all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.

DFARS 252.223-7998 (Deviation 2022-O0010) Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid (APR 2023)

DFARS 252.225-7054 Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation (JAN 2023)

DFARS 252.225-7055, Representation Regarding Business Operations with the Maduro Regime (MAY 2022)

DFARS 252.225-7061 RESTRICTION ON THE ACQUISITION OF PERSONAL PROTECTIVE EQUIPMENT AND CERTAIN OTHER ITEMS FROM NON-ALLIED FOREIGN NATIONS (JAN 2023)

DFARS 252.225-7967 (Deviation 2024-O0006) Prohibition Regarding Russian Fossil Fuel Business Operations (FEB 2024)

DFARS 252.225-7972 (DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (May 2020)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM - DEVIATION (SEP 2015) "Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.

DFARS 252.239-7000 PROTECTION AGAINSTCOMPROMISING EMANATIONS (OCT 2019) "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government "in paragraphs (c) and (d).

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.

DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) Applies if this contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022) Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.

DFARS 252.245-7004 (ARCHIVED DEVIATION 2022-O0006) Reporting, Reutilization, and Disposal (NOV 2021)

DFARS 252.245-7005 MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY (JAN 2024)

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) The term "prime contractor" means "Seller."

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

H-3 DELIVERABLES

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

Information, whether:

1. delivered under any CDRL or contractor equivalent form in a delivery order under this contract, or
2. in response to any delivery order statement of work, provided via:

- a. the JSF Virtual Enterprise,
- b. the Joint Data Library (JDL), or
- c. any other electronic distribution,

that would be deemed Technical Data under DFARS 252.227- 7013, "Rights In Technical Data—Noncommercial Items," or Software and Software Documentation under DFARS 252.227-7014, "Rights in Noncommercial Software and Noncommercial Software Documentation," if it were delivered in written form, shall not lose its status as technical data, software or software documentation solely because access by the Government or delivery by the Contractor is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

HTXT.245-0001 RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (NAVAIR)(JUL 2018)

(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 contracts:

N00019-02-C-3002 SDD
N00019-16-C-0008 C2D2 FoM Phase 1
N00019-18-D-0129 ECASE IDIQ
N00019-18-C-1004 C2D2 FoM Phase 2.1-2.2
N00019-19-C-0010 C2D2 FoM Phase 2.3
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 12-14
N00019-20-C-0009 LRIP 15-17
N00019-16-C-0056 Norway and Italy Reprogramming Lab (NIRL)
N00019-14-G-0020 Delivery Order 0097 – Development Test Viability
N00019-14-G-0020 N0001919F2474 – Tech Refresh 3
N00019-15-C-0105 ACURL
N00019-20-C-0051 Property Accountability Contract
N00019-22-C-0041-DFC III

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

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