

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35, Contract N00019-25-R-0060

Generated using Lockheed Martin CorpDocs 2025 Version

Original: 31 OCTOBER 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:

DFARS 252.204-7012B MAY-24 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING. (DEVIATION 2024-O0013) (Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors.)

DFARS 252.209-7010 AUG-11 CRITICAL SAFETY ITEMS (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

DFARS 252.211-7008 SEP-10 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS
(Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.215-7997 FEB-24 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (DEVIATION 2024-O0007)

DFARS 252.215-7998 FEB-24 PILOT PROGRAM TO ACCELERATE CONTRACTING AND PRICING PROCESSES (DEVIATION 2024-O0007)

DFARS 252.219-7004 DEC-22 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)

DFARS 252.223-7006 SEP-14 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7997 SEP-22 PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROOCTANE SULFONATE OR PERFLUOROOCTANE (DEVIATION 2022-O0010)

DFARS 252.223-7998 APR-23 PROHIBITION ON PROCUREMENT OF CERTAIN ITEMS CONTAINING PERFLUOROOCTANE SULFONATE OR PERFLUOROOCTANE ((DEVIATION 2022-O0010))

DFARS 252.225-7028 APR-03 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7053 AUG-21 REPRESENTATION REGARDING PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION.

DFARS 252.225-7054 JAN-23 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION.

DFARS 252.225-7055 MAY-22 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME.

DFARS 252.225-7059 JUN-23 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION-REPRESENTATION.

DFARS 252.225-7972 MAY-20 (DEVIATION 2020-O0015) PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS.

DFARS 252.225-7973 MAY-20 (DEVIATION 2020-O0015) PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS-REPRESENTATION.

DFARS 252.228-7007 MAR-23 PUBLIC AIRCRAFT AND STATE AIRCRAFT OPERATIONS-LIABILITY.

DFARS 252.229-7006 DEC-11 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)
(Applies if Seller is a United Kingdom firm. (Not applicable to Commercial Items as defined in FAR 2.101. "This contract" means "the prime contract.")

DFARS 252.234-7002 JAN-25 EARNED VALUE MANAGEMENT SYSTEM ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows: TBD)

DFARS 252.234-7004 ALT I NOV-14 ALTERNATE I - COST AND SOFTWARE DATA REPORTING SYSTEM ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows: TBD)

DFARS 252.237-7010 JAN-23 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.239-7001 JAN-08 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.)

DFARS 252.239-7016 DEC-91 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (Applies if this contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 DEC-22 REQUESTS FOR EQUITABLE ADJUSTMENT (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.245-7005 JAN-24 MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY

DFARS 252.246-7001 ALT I MAR-14 ALTERNATE I - WARRANTY OF DATA (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "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.")

FAR 52.203-15 JUN-10 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Applicable to all subcontracts funded in whole or in part with Recovery Act funds.)

FAR 52.203-16 JUN-20 PREVENTING PERSONAL CONFLICTS OF INTEREST (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101. Not applicable to Commercial Items as defined in FAR Part 2.101.)

FAR 52.204-30 ALT I DEC-23 ALTERNATE I - FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (Subparagraph (c)(1) does not apply. Note 1 applies in paragraph (b)(3). Copies of requests for waivers submitted by SELLER to the Government in furtherance of paragraph (b)(5)(i), as well as any waivers granted by the Government to SELLER pursuant to such requests, shall be provided to LOCKHEED MARTIN. In paragraph (c)(3), Note 6 applies; copies of reports submitted by SELLER to the Government shall be provided simultaneously to LOCKHEED MARTIN.)

FAR 52.204-30 ALT II DEC-23 ALTERNATE II - FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS-PROHIBITION (Subparagraph (c)(1) does not apply. Note 1 applies in paragraph (b)(3). Copies of requests for waivers submitted by SELLER to the Government in furtherance of paragraph (b)(5)(i), as well as any waivers granted by the Government to SELLER pursuant to such requests, shall be provided to LOCKHEED MARTIN. In paragraph (c)(3), Note 6 applies; copies of reports submitted by SELLER to the Government shall be provided simultaneously to LOCKHEED MARTIN.)

FAR 52.208-9 MAY-14 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES ("Contracting Officer" means "Lockheed Martin.")

FAR 52.215-2 ALT I MAR-09 ALTERNATE I -- AUDIT AND RECORDS – NEGOTIATION (Applies if this contract exceeds the simplified acquisition threshold and if (1) this is a cost-reimbursement, incentive, time and materials or price-redeterminable contract, (2) if Seller was required to furnish cost or pricing data, or (3) this contract requires Seller to furnish cost, funding or performance reports. Alternate II applies if Seller is an educational institution or non-profit institution. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.215-21 ALT I OCT-97 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS ("Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b).)

FAR 52.222-42 MAY-14 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract.)

FAR 52.223-23 MAY-24 SUSTAINABLE PRODUCTS AND SERVICES

FAR 52.227-3 ALT II APR-84 ALTERNATE II - PATENT INDEMNITY

FAR 52.228-3 JUL-14 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 APR-84 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (Applicable to all subcontracts to which the Defense Base Act would apply but for the waiver.)

FAR 52.229-8 MAR-90 TAXES AND FOREIGN COST-REIMBURSEMENT CONTRACTS (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with TBD.)

FAR 52.229-9 MAR-90 TAXES COST-REIMBURSEMENT CONTRACTS WITH FOREIGN GOVERNMENTS

FAR 52.232-16 NOV-21 PROGRESS PAYMENTS (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of progress payments in non-commercial Contracts. "Contracting Officer" shall mean "Lockheed Martin" except in paragraph (g) of the clause where it shall mean "Lockheed Martin or Contracting Officer." "Government" shall mean "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) of the clause where the term is unchanged and (2) in paragraphs (g) and (i) of the clause where it means "Lockheed Martin and the Government." Alternate I applies if SELLER is a small business concern.)

FAR 52.232-17 MAY-14 INTEREST. (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 JUN-13 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS

FAR 52.240-1 NOV-24 PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES

FAR 52.243-2 ALT II APR-84 ALTERNATE II - CHANGES-COST-REIMBURSEMENT ("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 APR-12 USE AND CHARGES (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.249-6 ALT II SEP-96 ALTERNATE II - TERMINATION (COST-REIMBURSEMENT) ("Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (f) "1 year" is changed to "six months." Paragraph (j) is deleted. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract. In Alternate IV, "90 days" is changed to "60 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-6 ALT V SEP-96 ALTERNATE V - TERMINATION (COST-REIMBURSEMENT) ("Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (d) "120" days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (f) "1 year" is changed to "six months." Paragraph (j) is deleted. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract. In Alternate IV, "90 days" is changed to "60 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

NAVAIR 5252.204-9501 MAR-07 NATIONAL STOCK NUMBERS (NAVAIR) (MAR 2007) ("Contracting Officer" means "Lockheed Martin.")

FAR 5252.228-9501 MAR-99 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-7, Insurance--Liability to Third Persons and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workmans Compensation and Employers Liability Insurance (or, where maritime employment is involved, Longshoremens and Harbor Workers Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

NAVAIR 5252.247-9508 JUN-98 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)
(Applies if Seller will make shipments under this contract directly to the Government. Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text: The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

(End of clause)

NAVAIR 5252.247-9510 OCT-05 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005)
Applies if Seller will make shipments under this contract directly to the Government.

Clause Text:

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

(1) FMS Case Number.

(2) Part Number (with CAGE Code).

(3) For - the organization/address the material is shipped to.

(4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)

(5) Project Code number.

(6) Project Directive Line Item (PDLI) Number.

(7) Requisition Serial Number (RSN).

(8) Quantity.

(9) From - the contractor's address shipped from.

(10) Ship to - the shipping address provided in the contract.

(11) Transportation Priority

(12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

(End of clause)

SECTION H-31 USE OF GOVERNMENT SUPPLY SOURCES USE OF GOVERNMENT SUPPLY SOURCES

The Contractor and its subcontractors are authorized to use Defense Logistics Agency (DLA) as a Government Source of Supply in accordance with FAR 52-251.1 if determined, by the contractor, to be the best value to the Government in terms of price and/or delivery. This authorization applies only to parts needed to support performance under this contract. The Contractor may need to review the DOD EMALL web site to determine stock levels and availability. The Contractor and its subcontractors who currently have MILSTRIP authority may continue to use the Military Standard Requisitioning and Issue Procedure (MILSTRIP) Department of Defense Activity Address Code (DODAAC) to requisition supplies from DLA. Any acquisition from DLA will be a direct transaction between the contractor and DLA. The contractor shall arrange for direct payment to DLA for all parts requisitioned from DLA. The contractor shall not use the NAVSUP HM fund code for parts ordered from DLA. The contractor is solely responsible for dealing directly with DLA to ensure timely delivery of the parts ordered. This clause does not authorize the contractor to procure Critical Safety Items from sources of supply that are not qualified or approved by the contractor's quality system. Prior to delivery under this contract, parts and supplies procured from DLA are considered contractor furnished material rather than Government Furnished Property with title to all property vesting in the contractor upon delivery from DLA as contractor furnished material for use limited to DOD contracts. Using DLA as a source will not relieve the contractor of meeting contract performance metrics.