

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**PRIME Contract # N00019-26-C-0115**

**Generated using Lockheed Martin CorpDocs 2025 Version**

**December 23, 2025**

**Original**

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:

**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:

**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 52.229-8 Taxes--Foreign Cost-Reimbursement Contracts (Mar 1990). In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text:

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Romania , or from which the Contractor or any subcontractor under this contract is exempt under the laws of Romania , shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)"

FAR 52.232-16 Progress Payments (Nov 2021). (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 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 52.243-2 ALT I Changes - Cost Reimbursement - Alternate I (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 52.246-15 Certificate of Conformance (Apr 1984). Applicable to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (Jan 2023). Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.

DFARS 252.219-7004 Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan (Test Program) (Dec 2022). Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.

DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials - Basic (Sep 2014). 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 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003). The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.

DFARS 252.225-7054 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (Jan 2023).

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Jan 2023). Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.

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 that meet or exceed the simplified acquisition threshold in effect at the time of award of this Contract. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101

DFARS 252.246-7001 Warranty of Data (Mar 2014). 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."

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (May 2011).

"NAVAIR 5252.247-9508 Prohibited Packing Materials (NAVAIR) (Aug 2019). 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 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)

"NAVAIR 5252.227-9507 Notice Regarding the Dissemination of Export-Controlled Technical Data) (NAVAIR) (Oct 2005). Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text:

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARS), or the Department of

Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

(End of clause) "

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

"NAVAIR 5252.228-9501 Liability Insurance (NAVAIR) (Mar 1999). Applies if Seller will be performing work on a Government installation. Not applicable to Commercial Items as defined in FAR 2.101.

Clause Text:

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation" and 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 Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's 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.

(End of clause)"

**Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS:**

**H-3 (Nov-25) Use of Government Owned Facilities**

a. As authorization required by FAR 52.245-9, the Contracting Officer recognizes that the Contractor and its subcontractors may use Government Facilities, which are considered Government Furnished Property for purposes of this Contract, pursuant to the following facilities leases, in the performance of this Contract:

AF Plant 4, Ft. Worth TX, Lease F33657-97-L-2018

AF Plant 6, Marietta GA, Lease F33657-97-L-2019

AF Plant 42, Sites 2 and 8, Palmdale CA, Lease F33657-00-L-2039

b. If any change in the availability of leased facilities due to loss, destruction or damage, or any change in the terms of the facilities leases identified in this Clause, or any successor lease, causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, or both, the Contractor or the Government may be entitled to an appropriate equitable adjustment under this Contract (including, but not limited to the Changes clause, Government Property clause and Excusable Delay clause).

c. Notwithstanding the above, the Parties agree that the Contractor shall not be entitled to an adjustment if the Contractor is liable for the loss, destruction or damage that renders the facilities unavailable.

d. Changes in rental charges in accordance with the aforementioned leases may be prospectively recovered only by rate changes through the forward pricing rate process, to the extent permitted by other clauses of this Contract.

e. This language does not create rights for either Party that are not already stated in this Contract and/or the facilities leases, but is intended to permit an adjustment under this Contract as a result of an occurrence under one or more of the facilities leases as stated above.