

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER N00019-20-D-0007
F-35/JSF Operational Data Integrated Network (ODIN)

Generated Using the 2020 Version of the Lockheed Martin CorpDocs

Original: August 25, 2020

Revision 1: October 28, 2020

Revision 2: August 10, 2023

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:

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020) (Applies whenever Seller is required to furnish certified cost or pricing data in connection with this contract.) ("The Contracting Officer" means "Lockheed Martin or the Contracting Officer." "United States" and "Government" mean "Lockheed Martin." The rights and obligations under this clause shall survive completion of the work and final payment under this contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-O0015) (MAY 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) (MAY 2018) (Applies if this Contract exceeds the threshold for submission of cost or pricing data

at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide certified cost or pricing data.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (MAY 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.")

PART II. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

DFAR 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019) (Applies where performance requires routine physical access to a Federally controlled facility or military installation.)

DFAR 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

DFAR 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) (Applies where performance requires routine physical access to a Federally controlled facility or military installation.)

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.)

DFAR 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (Not applicable to commercial items as defined by FAR 2.101.)

DFAR 252.234-7002A EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) (SEP 2015) (Applies to cost reimbursement contracts and contracts that exceed \$50 million. "Government" means "LOCKHEED MARTIN and Government." Paragraphs (i) and (j) are deleted. Not applicable to commercial items as defined by FAR 2.101.)

DFAR 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 by FAR 2.101.)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) (Applies if SELLER personnel shall be accessing DoD information systems.)

DFAR 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 by FAR 2.101.)

DFAR 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (Not applicable to commercial items as defined by FAR 2.101. "Government" means "LOCKHEED MARTIN.")

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applies where the items furnished SELLER will be subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017) (Applies if government property may be located at SELLER facilities. "Contracting Officer" means "LOCKHEED MARTIN.")

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Not applicable to commercial items as defined by 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 52.215-23 ALT I – ALTERNATE I – LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) (Applies if this is a cost-reimbursement and fixed-price contract, except those identified in 15.408(n)(2)(i)(B)(2), that exceeds the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)

FAR 52.222-17 NON-DISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) (Not applicable to commercial items as defined by FAR 2.101.)

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MAY 2014) (Applies if this Contract is subject to FAR 52.222-41.)

FAR 52.227-1 ALT I – ALTERNATE I – AUTHORIZATION AND CONSENT (APR 1984) (Not applicable to commercial items as defined by FAR 2.101.)

FAR 52.232-17 INTEREST (MAY 2014) (Applies to contracts which contain FAR clauses which expressly refer to an Interest clause. "Government" means "LOCKHEED MARTIN.")

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (Applies 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 by FAR 2.101.)

FAR 52.243-2 ALT I – ALTERNATE I – CHANGES-COST-REIMBURSEMENT (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 52.243-2 ALT II – ALTERNATE II – CHANGES-COST-REIMBURSEMENT (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. Not applicable to commercial items as defined by 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 ALT V – ALTERNATE V – CHANGES-COST-REIMBURSEMENT (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. Not applicable to commercial items as defined by 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 52.245-9 USE AND CHARGES (APR 2012) (Applies if the Contract will involve the use of government property subject to this clause. Communications with the Government under this clause will be made through LOCKHEED MARTIN.)

FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT (MAY 2001) ("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. Not applicable to commercial items as defined by FAR 2.101.)

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

(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 prime contractor 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 prime contractor 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 the prime contractor.

(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 5252.228-9501 LIABILITY INSURANCE (MAR 1999) (Applies if SELLER will be performing work on a Government installation.)

The following types of insurance are required in accordance with the clause entitled, "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.

NAVAIR 5252.247-9507 PACKAGING AND MARKING OF REPORTS (OCT 2005) (a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall prominently display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the Contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998) (Applies if SELLER will make shipments under this Contract directly to the Government. Not applicable to commercial items as defined by FAR 2.101.)

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.

PART IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS: The following Special Contract Requirements (H-Clauses) are added:

H-2 – NAVAIR 5252.204-9504 DISCLOSURE OF INFORMATION (JAN 2007) (VARIATION)

(a) The Contractor shall not release to anyone outside the Contractor's organization any information (e.g., announcement of contact award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any effort directly related to the F-35 Lightning II Joint Strike Fighter (JSF) Program unless –

- (1) The F-35 Joint Program Office (JPO) has given prior written approval;
- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information is being released to associate contractors, subcontractors, suppliers, or vendors who require the information for execution of work under an F-35 Lightning II JSF contract.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. "Information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, and professional papers to be published. The Contractor shall submit the original and 1 copy of the information proposed for release to the JPO at the following address:

F-35 Joint Program Office
Attn: Public Affairs Officer

200 12th Street South, Suite 600
Arlington, VA 22202-5402

Where practicable, requests and the specific information may be provided to the Public Affairs Officer using an electronic medium appropriate for the security level of the information being transmitted. The Contractor shall submit its request to the Public Affairs Officer at least 15 working days before the proposed date for release.

(c) The Contractor shall include a statement indicating the project or effort depicted was or is sponsored by:

F-35 Joint Program Office
Arlington, VA 22202

(d) The Contractor agrees to include a similar requirement in each subcontract or purchase order under this Contract. Subcontractors, suppliers, and vendors shall submit requests for authorization to release through the prime contractor to the Public Affairs Officer.

H-5 – NAVAIR 5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (OCT 2005)

(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.

H-10 – RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT

(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:

All the property accountable under the N00019-02-C-3002 Contract (SDD Contract).

All the property accountable under the N0001920C0051 Contract (PAC Contract)

As specified in specific delivery orders.

H-12 MARKING AND DELIVERY OF NONCOMMERCIAL COMPUTER SOFTWARE AND COMPUTER SOFTWARE DOCUMENTATION

1. The parties agree that all noncommercial computer software and computer software documentation related to F-35 ODIN which are required in performance of the task order requirements under this contract shall, when Committed, be considered to be delivered within the meaning of DFARS 252.227-7014, Rights in Noncommercial Computer Software and Computer Software Documentation (FEB 2014). "Committed" is defined as occurring when a Lockheed Martin developer commits computer software source code and/or computer software documentation by way of saving software by performing a "git push" or similar command to the Government Repository. Commits shall occur, at a minimum, at the conclusion of each workday in which the software code or computer software documentation are modified.

For the purposes of this clause, the "Government Repository" is defined as the ODIN development source code repository located in the interim JPO-managed development environment provided by the Air Force Life Cycle Management Center's Detachment 12 ("Kessel Run") unless otherwise agreed to by the parties.

2. The parties further agree that all noncommercial computer software and computer software documentation Committed into the Government Repository and utilized in performance of this contract shall be marked in accordance with DFARS 252.227-7014(f). Specifically, in accordance with DFARS 252.227-7014(f), only the following legends are authorized under this contract: (1) the government purpose rights legend; (2) the restricted rights legend; (3) the special license rights legend and/or (4) a notice of copyright as prescribed under 17 U.S.C. 401 or 402. With the exception of any markings that are required in Section D of this contract, all other markings including contractor proprietary markings are not permitted and will be treated as nonconforming with DFARS 252.227-7013(f) and 252.227-7014(f). The Contractor shall remove any nonconforming markings within 48 hours of notification from the Government.

3. The term "deliverable" as used herein shall have the same force and effect as an item that is delivered pursuant to a DD 1423, Contract Data Requirements List (CDRL).

4. To the extent that the Contractor identifies the need for subcontractor participation in the execution of a task order that requires delivery of noncommercial computer software or noncommercial computer software documentation pursuant to this clause, the Contractor shall flow the terms and conditions stated herein to the applicable subcontractors. In the event that a subcontractor non-concurs with these requirements, the Contractor shall obtain the Contracting Officer's written consent for any terms and conditions that deviate from this clause prior to authorizing the subcontractor to begin work. Additionally, the Contractor will work with the Government to identify alternatives as required.