

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

PRIME CONTRACT F33657-03-C-2018
Supplement to Appendix A 27th Series

Generated using Lockheed Martin CorpDocs 2003 Version

15 OCTOBER 2003

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 opd05 Tw [(U)0twfp8od mit 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 PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

For all subcontracts issued under the subject Prime Contract, incorporate the following terms and conditions, applicable as noted, in addition to those other terms and conditions (such as provided in Appendix A 27th Series) to be used for subcontracts issued under such Prime Contract. The language of the incorporated clause(s) should be modified so that "Government" and "Contracting Officer" mean Buyer, "Contractor" means Seller, "Contract" means Purchase Order, and "Subcontractor" means Seller's Subcontractors.

Delete the following clauses:

1. FAR 52.215-10, "PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA."
2. FAR 52.215-12, "SUBCONTRACTOR COST OR PRICING DATA."
3. CAS requirements were not imposed on the Buyer in the basic prime contract. As such, the CAS requirements in Appendix J do not need to be imposed through contract on the suppliers for work performed pursuant to the basic prime contract. If, at some time in the future, CAS requirements are imposed on the prime contract, a new Special Instruction will be published advising of the same. 4.Tj E

DOCUMENTATION” (JUN 1995); 252.227-7016, “RIGHTS IN BID OR PROPOSAL INFORMATION” (JUN 1995); 252.227-7019, “VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE” (JUN 1995); 252.227-7025, “LIMITATIONS ON THE USE OR DISCLOSURE

(c) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

(d) Equipment and technical data generated or delivered under this contract are controlled by the International Traffic and Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (See 22 CFR Section 125). The Contractor shall notify the Contracting Officer and obtain written approval of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this Contract to foreign persons or their representatives. The notification shall include the name and country or origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

6. AFMC 5352.227-9002, "VISIT REQUESTS BY FOREIGN-OWNED OR CONTROLLED FIRMS (TYPE) IT (D F084.0L) 9469 (E) - EPC 0-08403L51 0 Td [(1)

1. DFARS 252.225-7027, “RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (MAR 1998).” For purposes of subparagraph (b)(1), Countries listed in the Prime Contract are the following: Poland.

Special Clauses:

1. YPK-I002 EXPORT-CONTROLLED DATA RESTRICTIONS (MAR 2003) “CO” means “Buyer”

(a) For the purpose of this clause,

(1) Foreign person is any person who is not a citizen or national of the U.S. or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign Td [(in)2(th)2(e)6(/Tc 0.e)6(/Tc 0

FAR 52.245-02 of Section I of this Contract entitled, "Government Property (Fixed-Price Contracts)." It is however, hereby provided that use of the foregoing