LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

FA8615-19-C-6050 GREECE UPGRADE PROGRAM

Generated using Lockheed Martin CorpDocs 2018 Version

24 January 2019 - Original

30 May 2019 Revision One

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.

 FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011) (Applies if this Contract exceeds \$150,000 and if employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual). Not applicable to Commercial Items as defined in FAR 2.101)

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". The blanks in Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.233-3 Alternate I - Protest after Award (JUN 1985) (Applies to cost reimbursement contracts. "Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean

DFARS 252.246-7001 Warranty of Data ALTERNATE II (MAR 2014) (Applies if Seller is required to provide data in performance of this Contract. "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is

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." Does not apply for Commercial Items as defined in FAR 2.101.)

Part IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS

RESERVED