

**LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**

**Advanced Pilot Training (APT) Program
Contract Number FA8617-17-R-6219**

FROM THE FA8617-17-R-6219 PRIME CONTRACT DEFINITIZATION

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 dates of a clauses set out in this documents and the version or date of a

subcontracts awarded to a foreign subcontractor unless the subcontractor is otherwise exempt from CAS. Not applicable to Commercial Items as defined in FAR 2.101)

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies to subcontracts where subcontractors will make direct shipments to the Government and there is no intervening acceptance by Lockheed Martin.)

FAR 52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012) ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin

A. OPERATION

"Operation" includes all procedures, guidance, and instructions for ground and inflight operating, handling, testing, emergency, utilization, familiarization, and functional use of the Aircraft, Engine(s), Support Equipment (SE), Aircrew Training Devices (ATDs), and Ground Training Devices (GTDs) to perform their intended functions. Operation also

section 227.7202 and said contract. In the event that any of the provisions of the present Software License are determined to be inconsistent with Federal procurement law(s); DFARS section 227.7202 and/or said contract, the parties to the present Software License hereby agree that said provision(s) shall be null and void. In the event that any of said provision(s) are rendered null and void, as described hereinabove, the remaining provision(s) of said License shall remain in full force and effect.

Notwithstanding the above, the Government reserves the right to inspect or test any software, software documentation