LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

Prime Contract F-35 Aggregate Demand & DR4673
Generated Using the 2021 Version of the Lockheed Martin CorpDocs

Original: March 22, 2021

Revision 1: January 6, 2022

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 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.

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:

RESERVED

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 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Not applicable to commercial items as defined by FAR 2.101.)

FAR 52.215-23 ALT I   ALTERNATE I   LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) (Applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. Not applicable to commercial items as defined in FAR 2.101.)

FAR 52.216-16 INCENTIVE PRICE REVISION FIRM TARGET (OCT 1997) ("Contracting Officer," "Contract Administrative Office," and "Government" mean "LOCKHEED MARTIN." Paragraph (i) is deleted. The blanks in

the clause are completed with the amounts specified in the Contract. Not applicable to commercial items as defined in FAR 2.101.)

FAR 52.222-17 NON-

DFARS 252.229-7003 TAX EXEMPTIONS (ITALY) (MAR 2012) (Applies if work will be performed in Italy.)

DFARS 252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (DEC 2011) (Applies if SELLER is a United Kingdom firm. "This Contract" means "the prime contract." Not applicable to commercial items as defined in FAR 2.101.)

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O00017) (SEP 2015)

MARTIN and Government." Paragraphs (i) and (j) are deleted. Not applicable to commercial items as defined in FAR 2.101.)

DFARS 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 in FAR 2.101.)

DFARS 252.246-7001 WARRANTY OF DATA (MAR 2014) ("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 (3) 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 (3) years after delivery to the Government." Not applicable to commercial items as defined by FAR 2.101.)

DFARS 252.246-7001 ALT I   ALTERNATIVE I   WARRANTY OF DATA (MAR 2014) (Applies to fixed price

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

NAVAIR 5252.227-9511 DISCLOSURE, USE, AND PROTECTION OF PROPRIETARY INFORMATION (FEB 2009) (Applies to subcontracts where subcontractor proprietary information may be accessed by Government support contractors. 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.

PART IV. SECTION H   PRIME CONTRACT SPECIAL PROVISIONS

clauses are incorporated into the Contract in full text:

H-1   PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to a data requirements list or provided in response to any other requi   -7013
RIGHTS IN TECHNICAL DATA

F-35 Aggregate Demand

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