

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
LOW RATE INITIAL PRODUCTION LOT 18

N00019-23-C-0003

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The Terms and Conditions listed below are incorporated by reference and made a part of this Contract.

FAR 52.216-16 Incentive Price Revision - Firm Target (JAN 22)

DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials – Basic (SEP 14) (Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 08) (Applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.228-7001 Ground and Flight Risk (JUN 10) In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 11) (Applicable to subcontracts with United Kingdom suppliers. Not applicable to Commercial Items as defined in FAR 2.101. "This contract" means "the prime contract.")

DFARS 252.234-7004 Cost and Software Data Reporting System – Basic (NOV 14) (Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.239-7000 Protection Against Compromising Emanations (OCT 10) "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d). Applicable to any subcontract in which subcontractor will perform classified Work.)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 08) (Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 91) (Applies if this contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 10) (Applicable to subcontracts in

NAVAIR 5252.247-9509 Preservation, Packaging, Packing and Marking (JUL 98) Applies if Seller will make shipments under this contract directly to the Government. In subparagraph (b), "Contract Number" means "Lockheed Martin's prime contract number and the number assigned to this contract.")

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

[Insert specific instructions]

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

(End of clause)

NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1998) - ALT I (OCT 2005)

((b)(i) Marking shall be in accordance with MIL-STD-129, ""Marking of Shipment and Storage"".

(ii) Additional marking required are stated below: [If None, so state]

(TCN): _____ [insert TCN]

(PRI): _____ [insert PRI] (RDD):

_____ [insert RDD] (PROJ): _____ [insert project number]

(TO) : _____ [insert address]

(OVERSEAS ADDRESS) _____ [insert address]

NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1998) - ALT II (OCT 2005)

(a) Preservation-Packaging – Preservation-Packaging for item(s) [insert CLINs] shall be level [insert level] of MIL-STD-129 and/or the commodity specification under which the item is procured.

(b) Packing -- Packing for item(s) [insert CLINs] shall be level [insert level] of MIL-STD-129 and/or the commodity specification under which the item is procured.

(End of clause)

NAVAIR 5252.247-9510 Preservation, Packaging, Packing and Marking for Foreign Military Sales (FMS) Requirements (OCT 05)(Applies if Seller will make shipments under this contract directly to the Government.)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129.

H-1 (DEC 22) PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to the Contract Data Requirements List (CDRL) or provided in response to any other requirement contained in this contract, which would be deemed “technical data” under DFARS 252.227- 7013, Rights in Technical Data–Noncommercial Items (FEB 2014), or “computer software” and “computer software documentation” under DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014), if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because access by the Government, delivery by the Contractor, or provision by the Contractor is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-4 (Dec-22) PROPULSION SYSTEM INTEGRATION (Applicable to all subcontractors who have a role in the integration of the propulsion system into the JSF Air System and management of JSF Propulsion System processes as they relate to the JSF Air System; if applicable, SELLER shall request additional terms and conditions applicable to this Contract.)

H-6 (FEB 09) 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009) (VARIATION)

(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. Except as otherwise provided by separate agreement between the ISC and the prime contractor, the ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, reasonable working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

- Fuel tank coating to AMS-C-27725 Type 2
- Sealant to LMA-MU065
- Sealant primer to LMA-MR058 Form 1

directors by any means, e.g., ownership, contract, or operation of the law (or equivalent power for unincorporated organizations).

(5) "Entity controlled by the Turkish government" means

(i) Any domestic or foreign organization or corporation that is known to be effectively owned or controlled by the Turkish government; or

(ii) Any individual directly and openly, or known to the Contractor to be acting on behalf of the Turkish government.

(6) "Purchase Order" means a mutually binding agreement between the Contractor and a subcontractor indicating types, definite quantities, and prices for products or services the subcontractor will provide to the Contractor.

(b) Restrictions. The Contractor shall not enter into any Purchase Orders after 31 March 2020 that would result in the delivery of covered articles under this contract nor charge to this contract, either directly or indirectly, the costs of any covered article placed on a Purchase Order after 31 March 2020.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance that was placed on a Purchase Order after 31 March 2020, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer the following information:

(i) Within 10 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 20 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) The Parties agree that no consideration shall be provided by the Contractor to the Government, or penalties imposed upon the Contractor for unknowingly being non-compliant to paragraph (b) above.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

H-16 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 noninterference 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:

Contract:
Number : SEE LIST BELOW
Nomenclature/ Description:
Part/ Model/ Number:
Mfg:
Serial Number (Unique Item Identifier) :
Quantity/
Unit of Issue :
Property provided "As Is":
Yes/No:

See Master Government Furnished Equipment List, Section J, Attachment 5 of the following contracts:

N00019-97-C-0038
N00019-02-C-3002
N00019-06-C-0291
N00019-07-C-0097
N00019-08-C-0028
N00019-09-C-0010
N00019-10-C-0002
N00019-11-C-0083
N00019-12-C-0004
N00019-13-C-0008
N00019-14-C-0002
N00019-15-C-0003
N00019-16-C-0033
N00019-17-C-0001
N00019-19-C-0074 (STATE)

See Master Government Furnished Equipment List, Section J, Attachment 1 of the following contract:
N00019-20-C-0051 (PAC)

(b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.

(c) The contractor is responsible for scheduling the use of the said property. The Government shall