

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

Revision 3: July 28, 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 document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon 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 ncor0 G[()] TJET@MC /P κ

FAR 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011) (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101 and Seller's employees will perform acquisition functions closely associated with inherently governmental functions.)

FAR 52.229-8 Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990) (Applies if this is a cost reimbursement type contract which will be performed wholly or partly in a foreign country. In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin.")

FAR 52.232-16 Progress Payments (DEVIATION 2020-O0010) (MAR 2020) (Applies if Seller shall receive

DFARS 252.225-7027 Restriction on Contingent Fee for Foreign Military Sales (APR 2003)

This may include data from sources such as the modification management software tool, as well as data from critical path simulations.

a) Updates to an aircraft's Initial Impact Assessment will be submitted as LM Aero deems necessary or the Government requests. The change in the delivery schedule associated with O&A impacts shall take into account relevant LM Aero/HAI-caused delays. The Final Impact Assessment will be submitted no later than 30 calendar days after aircraft completion (DD-250).

b) Upon each aircraft induction per Joint Operating Procedure (JOP) 8001, an aircraft modification schedule will be provided to the Board within 5 working days to establish the baseline modification schedule, to include demarcation of phase milestones, for the inducted aircraft. This schedule will be used as the basis for the Interim and Final Assessments.

4. The Final Impact Assessment will be reviewed by the Board for agreement on the aircraft-level schedule impact. After agreement of the Final Impact Assessment, the Procurement Contracting Officer and LM Aero Contracting personnel will execute a bilateral contract modification, recognizing the revised aircraft completion date due to O&A impacts, as necessary. Any dispute arising from this impact assessment shall be resolved in accordance with the Contract Disputes Clause.

5. The Contractor shall maintain a Schedule Impact Log throughout the Upgrade Program. No later than 12 months prior to the baseline schedule completion, the Board will review the accumulated aircraft-level impacts on the total program schedule and determine if additional funds are required for any costs arising from impacts of the O&A work.

6. Any dispute arising from this clause shall be resolved in accordance with the provisions of this contract's Disputes Clause.

(End of Clause)

AFLCL6R2 re W*WWM-5(Kt)-4(hi)6WA work.

The NTE subcontract value represents the total subcontract price prior to the application of the prime contractors burdens and profit. The downward only adjustment will be calculated using the above wrap rates. The NTE was used in the negotiated prime contract cost and price but will be revised in accordance with processes defined in the paragraphs below.

b. This clause is incorporated for the specific purpose of providing for an adjustment (downward only) to the contract FA8615-19-C-6050 Contract Line Item Number (CLIN) 0001AS, 0010 and 0011 prices as set forth in Section B of the contract. The contract price, including any and all applicable burdened costs and profit which make up that contract CLIN price, are subject to downward adjustment only based on the results of the contractors negotiations for the procurement item identified in paragraph a. above. If an updated HAI proposal is received prior to definitization of the HAI subcontract, a mutually agreed upon increase (only) in the NTE value that accounts for HAIs updated proposal will be incorporated into this clause.

c. Even though contract FA8615-19-C-6050 is no longer an unpriced action, subcontract consent for HAI is still required due to the subcontract complexities and issues noted by DCMA in its review of HAIs estimating system. The process and content for subcontract consent shall follow the requirements in FAR 52.244-02 Subcontracts (Oct 2010) with the further requirement that subcontract consent be granted prior to LM Aero entering definitization negotiations with HAI.

d. After definitization of the HAI subcontract value, LM Aero shall submit to the Contracting Officer a complete record of the settlement (including all proposals, audits, PCAMs [as required by Truthful Cost

