

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

FA8205-18-D-222 -HCUVgT ~~K6~~

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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

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FAR 52.216-16 (OCT 1997) INCENTIVE PRICE REVISION A FIRM TARGET. ("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 52.222-42 (MAY 2014) STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract.)

FAR 52.222-43 (MAY 2014) FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.)

FAR 52.222-62 (JAN 2017) PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706. (Applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.)

FAR 52.227-3 (APR 1984) PATENT INDEMNITY

FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (MAY 2018) (Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller.")

FAR 52.232-16 (MAR 2020) PROGRESS PAYMENTS (DEVIATION 2020-O0010), in lieu of the clause at Federal Acquisition Regulation (FAR) 52.232-16. ("Contracting Officer" means "Lockheed

DFARS 252.211-7007 (AUG 2012) REPORTING OF GOVERNMENT-FURNISHED PROPERTY
(Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.217-7028 (DEC 1991) OVER AND ABOVE WORK ("Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted; not applicable to Commercial Items as defined in FAR 2.101).

DFARS 252.219-7004 (OCT 14) SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM). (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans; not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (Deviation 2021-O0009) (Applies if this contract exceeds the simplified acquisition threshold in effect on the date this contract is placed and where services are provided under this contract. For additional guidance on the applicability of this clause and for the

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AFFARS 5352.223-9001 (NOV 2012) HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (Applicable if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101)

AFFARS 5352.242-9000 (NOV 2012) CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller." Not applicable to Commercial Items as defined in FAR 2.101.)

AFFARS 5352.242-9001 (NOV 2012) COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (Applies if Seller will perform work on a Government installation. All communication with the government required by this clause shall be conducted through Lockheed Martin; Not applicable to Commercial Items as defined in FAR 2.101.)

Part IV. PRIME CONTRACT SPECIAL PROVISIONS

For purposes of this section, "Government" means the United States Government. The following clauses are incorporated into the Contract in full-text:

Deferred Delivery of Technical Data

The requirement for TDPs under the FASTeR contract has been transferred to this contract as outlined

(c) All property under this clause will be accounted for under the Contractor's or SubContractor's approved property system

(d) This clause is in effect as long as the Contractor and any SubContractor whose contract contains a similar clause has a Government approved property system. Without an approved Government property system, authorization under this clause will be handled on a case-by-case basis and subject to the Contracting Officer's approval

(e) The material acquired in support of this contract, and this contract's CLINs requirements will remain in Contractor control for exclusive use in providing of a Support Material Capability. However, the Government retains right to title of all material acquired to execute this contract

(f) Upon completion of F-22 Support Material Capability activities, as contemplated by this contract, all F-22 assets, acquired by the Contractor in anticipation of full F-22 Air Vehicle Sustainment, shall be rolled over to and made available on any subsequent contract issued by the Government requiring F-22 Material Support Capability. However, the Government retains right to title of all material acquired to execute this contract

(g) In the event no subsequent F-22 contract requiring a Material Support Capability is issued, all residual F-22 assets, acquired during performance of this contract shall remain Government Property and disposition of these assets shall be in accordance with the Government Property Clause at 52.245-1, Section I hereof

Unique Identification

As specified and funded by the individual task orders, the Contractor shall perform Item Unique Identification (IUID) activities in accordance with MIL-STD-130N with Change 1, DoDI 8320.04,

previously available to or accepted by the Government and returned to the Contractor as Government Furnished Property

(c) Conditions on the authorization to use other than new material: The above authorization to use "other than new" material in the performance of this contract is subject to the conditions listed below. Any potential use of "other than new" material that does not meet all the conditions listed below shall be evaluated on a case by case basis by the Contracting Officer in accordance with the applicable clause(s) referred to in paragraph (b) above

1) Suitability for the intended use: The "other than new" material to be used in the performance of this contract must be suitable with respect to form, fit, function, and interface, and may not create limitations to the weapon system performance, supportability, or effectiveness in performance of the assigned mission

2) Condition: The "other than new" material to be used in the performance of this contract must be in a serviceable condition without creating additional operational limitations. All Time Change Items (TCIs) to be used as "other than new material" shall have at least 40% or not less than 400 flight hours of useful life remaining, whichever is higher. Parts or components identified as "bad actors" (as defined by Chapter 8, TO 00-35D-54) shall not be used

3) Safety of flight: The "other than new" material to be used in the performance of this contract must not create a safety of flight risk

4) Proper configuration: The "other than new" material to be used in the performance of this contract must conform to the authorhorobew955.41 444.06.1(t)-4(oScn(w)15s o)9(r)-ET60.00000332792 12 792 reW*hBT/F4 11.9

