

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

DFAR 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014) (Applies if noncommercial computer software or computer software documentation is to be obtained from SELLER.)

DFAR 252.227-7015 Technical Data-Commercial Items (FEB 2014)

DFAR 252.235-7003 Frequency authorization (MAR 2014) (Applies if this Contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.) (“Contracting Officer”

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (MAR 2015) (Applicable to contracts involving items indicated in this DFAR clause only. In this clause, "Contracting Officer" shall mean Lockheed Martin.)

DFARS 252.246-7000 Material Inspection and Receiving Report (MAR 2008) (Applicable to the Seller only when Lockheed Martin authorizes direct shipments by the Seller to the Government.)

DFARS 252.246-7001 ALT I Warranty of Data-Alternative I (MAR 2014) (Applies if data will be acquired from SELLER.) ("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 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 years after delivery to the Government.")

DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (MAY 2014) (Paragraph (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) "Government" means "Lockheed Martin and the Government." In paragraph (c)(6) "Contracting Officer" means "Lockheed Martin and the Contracting Officer.")

DFAR 252.246-7008 Sources of Electronic Parts (OCT 2016) (Applies if this Contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer.) (As used in this clause, "Contracting Officer" means "Lockheed Martin and the Contracting Officer." The term "Government" means "Lockheed Martin and the Government.")

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

FAR 52.245-9 Use and Charges (APR 2012)

(Applicable to contracts involving non-commercial items where Government facilities shall be provided

LOCKHEED MARTIN. The Seller 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 or Lockheed Martin, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government or Lockheed Martin.

(d) The Seller 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,

nature that without substantial modification or alteration their use is limited to the production of the F-35 Joint Strike Fighter aircraft and that, as a consequence, their costs may be charged as direct costs to this contract. For BAE Systems (Operations) Limited use in the United Kingdom, costs of the advanced capital equipment listed in the Special Tooling and Special Test Equipment List, Section J, Attachment 13 and Annexes 2 and 3 that do not meet the definition of special tooling or special test equipment as those terms are defined in FAR 2.101 are allowable as direct costs to this contract if:

- (1) Direct charging of said items is permissible by applicable U.S. treaties, U.S. federal statute, Cost Accounting Standards, and federal and defense regulations; and
- (2) BAE Systems (Operations) Limited's approved accounting system and method of accounting permit the direct charging of said items.

In the event the parties discover that the Special Tooling and Special Test Equipment List, Section J, Attachment 13 and Annex 2 and Annex 3 includes a PNR item that may not be charged as a direct cost to this contract because it is not special tooling or special test equipment as those terms are defined in FAR 2.101 or, with respect to BAE Systems (Operations) Limited advanced capital equipment, the parties discover that a PNR item may not be charged as a direct cost to this contract because direct charging is not permitted as specified above, such item shall be removed from the Special Tooling and Special Test Equipment List, Section J, Attachment 13 and Annex 2 and Annex 3 and the estimated cost and fixed fee of Items 0001, 0013, 0014, and 0019 shall be adjusted to reflect such removal.

Nothing herein is intended to alter or change an approved accounting system that complies with applicable U.S. treaties, U.S. federal statute, Cost Accounting Standards, or federal and defense regulations.

