



LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER N00019-19-G-0008
F-35/JSF OMNIBUS Basic Ordering Agreement Prime Contract
Generated Using the 2019 Version of the Lockheed Martin CorpDocs

Revision 3: April 26, 2021

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:

FAR 52.222-50 COMBATTING TRAFFICKING IN PERSONS (JAN 2019) ³&RQWUDFWLQJ 2IILF
³/RFNKHHG 0DUWLQ ' ,Q SDUDJUDSK H ³*RYHUQPHQW' PHDQV ³/RFN

FOR COMMERCIAL ITEM

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:

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SERVICES OR EQUIPMENT (AUG 2019) LQ SDUDJUDSK
³/RFNKHHG 0DUWLQ ' ,Q SDUDJUDSK H ³*RYHUQPHQW' PHDQV ³/RFN

is deleted.

52.216-16 INCENTIVE PRICE REVISION FORM TARGET

FAR 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984) (Government" means "LOCKHEED MARTIN." Not applicable to commercial items as defined by FAR 2.101.)

FAR 52.246-2 ALT I –

contained elsewhere in this Contract. If this information is not available, contact LOCKHEED MARTIN's procurement representative.)

DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)
(Applies to subcontracts that requires the delivery of hand or measuring tools.)

DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 G [F[(25)3(2.225)] TJ ET Q q 0.00000912 0 612 792 re W* n BT /F4 11.04 Tf 1 0 0 1 117

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017) ("Contracting Officer" means LOCKHEED MARTIN.)

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) (Applies if this Contract requires delivery of Items directly to the Government.)

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.)

NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (MAY 2011) (Not applicable to commercial items as defined by FAR 2.101.)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

(1) Not by word or deed give the impression or appearance of being a Government employee;

(2) Wear appropriate badges visible above the waist that identify them as contractor12 0 63()3913(s)-210(con)3

(2) Contract Number/Delivery/Task order number.

Information, whether delivered pursuant to the Supplier Data Requirements List (SDRL) or provided in response to any other requirement contained in this CRQ WUDFW ZKLFK ZRXOG EHGHHPHG³ WHF 252.227.7013 RIGHTS IN TECHNICAL DATA ±NONCOMMERCIAL ITEMS (FEB 2014 RU³ FRPSXWHU V DQG³ FRPSXWHU VRIWZDUH GRFXPHQW² 2014 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 or LOCKHEED MARTIN, delivery by the SELLER, or provision by the SELLER is by electronic means. The rights of the Parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-8 – NAVAIR 5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECP's) (AUG 1987) (VARIATION)

Each Engineering Change Proposal (ECP) submitted by the SELLER shall identify each item of technical data and computer software delivered by the SELLER under any prior Government contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

H-10 – NAVAIR 5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007) (VARIATION)

(a) The SELLER shall not release to anyone outside the 6 (// (5 ¶ organization any information (e.g., announcement of Contract award), regardless of medium (e.g., film, tape, document, etc.), pertaining to any part of this Contract or any effort directly related to the F-35 Lightning II Joint Strike Fighter (JSF) Program unless²

- (1) The F-35 Joint Program Office (JPO) has given prior written approval through LOCKHEED MARTIN;
- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information is being released to associate contractors, subcontractors, suppliers, or vendors who require the information for execution of work under an F-35 Lightning II JSF contract.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the SXUSRVH IRU WKH UHOHDVH³, QIRUPDWLRQ´ LQFOXGHV EXW LV Q brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, and professional papers to be published. The SELLER shall submit the original and 1 copy of the information proposed for release to the JSFPO, through LOCKHEED MARTIN.

Where practicable, requests and the specific information may be provided to the Public Affairs Officer through LOCKHEED MARTIN using an electronic medium appropriate for the security level of the information being

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 SELLER, the ISC has no obligation to SELLER. SELLER is required to provide