LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

KOREA INTEGRATION CONTRACT 6.0 N00019-22-C-0036

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Original: March 30, 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.

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DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (Applies if this Contract 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 Republic of Korea. (2) is deleted.)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)

DFARS 252.225-7972 Prohibition on the Procurement of Foreign Made Unmanned Aircraft Systems (DEVIATION 2020-00015) (MAY 2020)

DFARS 252.225-7976 Contractor Personnel Performing in Japan (DEVIATION 2018-00019) (AUG 2018) (Applies if Seller will perform work in Japan.)

DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (JAN 2011) (In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

DFARS 252.227-7021 Rights in Data-Existing Works (MAR 1979) (Applies if this Contract requires the delivery of Government.

DFARS 252.228-7001 Ground and Flight Risk (JUN 2010) (In paragraph (a)(1)(i)

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.

aragraph (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.)

DFARS 252.229-7011 Reporting of Foreign Taxes-U.S. Assistance Programs (SEP 2005) (Applies to contracts for commodities that exceed \$500. Copes of all notifications made pursuant to this clause shall be made to Lockheed Martin.)

DFARS 252.234-7002 Earned Value Management System (MAY 2011) 189.77 411.67 Tm0 q0 G[ed)4()-94(i)5(n)-81(t)-7

NAVAIR 5252.247-9508 Prohibited Packing Materials (NAVAIR) (JUN 1998) (Applies if Seller will make shipments under this Contract directly to the Government.)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

NAVAIR 5252.247-9510 Preservation, Packaging, Packing and Marking for Foreign Military Sales Requirements (NAVAIR) (OCT 2005) (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. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.
- (b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:
- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From -
- (10) Ship to the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date
- (c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

Part IV. SECTION H -PRIME CONTRACT SPECIAL PROVISIONS

H clauses are incorporated into the Contract in full-text:

H-6 Preservation of Rights or 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