

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

F-16 Singapore Upgrade Program FA8615-16-C-6048

Generated using Lockheed Martin CorpDocs 2015 Version

Original - 22 December 2015
Revision 1 – 02 November 2020
Revision 2: August 16, 2023

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 into the Contract:

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
(Applies if this Contract exceeds \$5,000,000 and has a period of performance of more than 120 days.)
(Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.204-27 Prohibition on a ByteDance Covered Application. (Jun 2023)

FAR 52.209-6 PROTECTING THE GOVERNMENTS INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applies if this Contract exceeds \$35,000.) (Does not apply if this Contract is for commercial off the shelf items. Copies of notices provided by SELLER to the Contracting Officer shall be provided to Lockheed Martin.)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) (Applies if this contract exceeds \$700,000. Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

FAR 52.222-26 EQUAL OPPORTUNITY (APR 2015)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Contract is for \$150,000 or more.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2015) (Applies if this Contract is for \$100,000 or more.)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this contract exceeds \$3,500, and is for commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or is for construction.)

DFAR 252.225-7013 DUTY-FREE ENTRY (MAY 2016) (In paragraph (c), "Government" and "Contracting Officer" means "Lockheed Martin." The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Lockheed Martin's procurement representative.)

DFAR 252.225-7043 ANTITERRORISM/FORCCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUNE 2015) (Applies if this Contract involves travel or performance outside of the United States.)

DFAR 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

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:

FAR 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Does not apply for Commercial Items as defined in FAR 2.101).

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

FAR 52.222-99 ESTABLISHING MINIMUM WAGE FOR CONTRACTORS (DEVIATION) (JUN 2014) ("Contracting Officer" means "Lockheed Martin.")

FAR 52.225-3 BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT (MAY 2014)

FAR 52.237-11 ACCEPTING AND DISPENSING OF \$1 COIN (SEP 2008)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-2 ALT I INSPECTION OF SUPPLIES-FIXED PRICE (JUL 1985)

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) (Does not apply for Commercial Items as defined in FAR 2.101).

DFARS 252-208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (Applies if this contract involves precious metals.)

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

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 252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (DEC 2012) ("Government" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT FURNISHED PROPERTY (APR 2012)

DFARS 252.245-7004 REPORTING, REUTILIZING, AND DISPOSAL (MAR 2015)

DFARS 252.246-7001 WARRANT 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 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." Does not apply for Commercial Items as defined in FAR 2.101).

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS 1 OZONE DEPLETING SUBSTANCES (NOV 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Does not apply for Commercial Items as defined in FAR 2.101).

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (Does not apply for Commercial Items as defined in FAR 2.101; In paragraph (a)(1)(i) "this contract" means "the prime 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." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.)

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

There are no H Clauses being flowed down at this time.