LOCKHEED MARTIN AERONAUTICS COMPANY

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

DEVELOPMENT FOUNDATION CONTRACT (DFC) III

N00019-22-C-0041 (previously identified as N00019-21-R-0040)

Generated using Lockheed Martin CorpDocs 2021 Version

Revision 2: May 31, 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.

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 52.204-2 Security Requirements (MAR 2021) (Applies only if this Contract involves access to classified information. The reference to paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this Contract.

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (DEVIATION 2022-O0001) (OCT 2021) (Applies if this Contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (DEVIATION 2022-O0001) (OCT 2021) (Applies if this Contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021) (Communication required under this clause from/to SELLER to/from the Contracting Officer shall be through Lockheed Martin.)

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2021-N0002) (SEP 2021) (Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information. Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors.)

DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements (DEVIATION 2021-N0002) (SEP 2021) (Applies except if this Contract is for commercial off the shelf items.)

DFARS 252.244-7000 Subcontracts for Commercial Items (JAN 2021)

PART III. ADDITIONS: The following FAR, DFARS, and other agency clauses are incorporated into this Contract in

FAR 52.227-1 ALT I Authorization and Consent – Alternative I (APR 1984) (Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-17 Interest (MAY 2014) (Applies to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applies if software or services will be retransferred to the Government.)

FAR 52.234-4 Earned Value Management System (NOV 2016) (Applicable to subcontractors identified by name in subsection (g) of the clause. Subsection (g) is completed as follows: TBD. Not applicable to Commercial Items as defined in FAR 2.101. The terms "Contracting Officer" and "Government" include Lockheed Martin.)

FAR 52.239-1 Privacy or Security Safeguards (AUG 1996) (Applies if this Contract is for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.243-2 ALT II Changes-Cost-Reimbursement - Alternate II (APR 1984) (Applies if this Contract is a cost reimbursement type contract for services and supplies. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted.)

FAR 52.245-9 Use and Charges (APR 1984) (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-8 Inspection of Research and Development Cost-Reimbursement (MAY 2001) ("Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (FEB 2019) (Applies where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.209-7010 Critical Safety Items (AUG 2011) (Applies if critical safety items will be furnished.)

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 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010) (Applies if Seller will be in possession of Government property for the performance of this Contract and Lockheed Martin has not assumed responsibility for marking the property.)

DFARS 252.216-7004 Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (SEP 2011) (Seller shall reimburse Lockheed Martin for any reduction in fees under the prime contract to the extent Seller's acts or omissions are responsible for covered incidents pursuant to this clause.)

DFARS 252.217-7026 Identification of Sources of Supply (NOV 1995) (Applies if Seller will be furnishing items acquired by lower tier subcontractors without added value. Not applicable to Commercial Items as defined in FAR 2.101. The information required by this clause is limited to the identification of those items procured from lower tier sources where Seller will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Seller to Lockheed Martin do not need to be identified.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (MAY 2019) (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

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

DFARS 252.228-7001 Ground and Flight Risk (JUN 2010) (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. 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. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011) (Applies if Seller is a United Kingdom. Not applicable to Commercial Items as defined in FAR 2.101. "This contract" means "the prime contract.")

DFARS 252.234-7002 Earned Value Management System (MAY 2011) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101. Paragraph (k) is completed as follows: TBD.

DFARS 252.234-7004 Cost and Software Data Reporting System (NOV 2014) (Applies to contracts in excess of $50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.239-7000 Protection Against Compromising Emanations (OCT 2019) (Applies if Seller shall perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

DFARS 252.239-7010 Cloud Computing Services (OCT 2016) (Applies if this Contract involves use of cloud services.)

DFARS 252.239-7017 Notice of Supply Chain Risk (DEVIATION 2018-O0020) (FEB 2019) (Applies if Contract involves the development or delivery of any information technology whether acquired as a service or as a supply. "Government" means "Lockheed Martin and the Government".)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if contract is in excess of $150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies where the items furnished by Seller will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006) (NOV2021) (Applies if Seller will possess government property in performance of this Contract. "Contracting Officer" means Lockheed Martin.)

NAVAIR 5252.211-9510 Contractor Employees (NAVAIR) (MAY 2011)

(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 contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;

(4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings,

conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and

(5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

NAVAIR 5252.227-9511 Disclosure, Use and Protection of Proprietary Information (NAVAIR) (FEB 2009)
(The terms "prime contractor" means "Seller.")

(a) During the performance of this contract, the Government may use an independent services contractor (ISC). who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, 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. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor 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 (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

NAVAIR 5252.228-9501 Liability Insurance (NAVAIR) (MAR 1999) (Applies if Seller will be performing work on a Government installation.)

The following types of insurance are required in accordance with the clause entitled FAR 52.228-5, "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: $200,000 per person and $500,000 per accident for bodily injury.

(b) Automobile Insurance: $200,000 per person and $500,000 per accident for bodily injury and $500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of $100,000.

(d) Aircraft public and passenger liability: $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability; $200,000 per occurrence for property damage. Passenger bodily injury liability limits of $200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS

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

H-2 NONCOMMERCIAL DATA RIGHTS

(a) Noncommercial Data and Software

1) The Government desires to obtain a minimum of Government Purpose Rights (GPR) license rights for the Block 4 Follow On Modernization capabilities and design as defined in DFARS 252.227-7013 (Rights in Technical Data-Noncommercial Items) and DFARS 252.227-7014 (Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation).
2) If Seller believes it to be in the best interest of the F-35 program to consider incorporation of any noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation into a Development Foundation Contract III (DFC III) deliverable with less than Government Purpose Rights, Seller shall submit a written request for approval to the Contracting Officer via Lockheed Martin prior to incorporation. The request for approval shall describe all of the following: alternatives evaluated; the benefit to the F-35 program for using the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation; the name of the entity asserting less than Government Purpose Rights; the basis for the assertion, to include sufficient information to enable the Contracting Officer to evaluate any listed assertion information as defined in DFARS 252.227-7017; and a Rough Order of Magnitude to obtain a Government Purpose Rights license as defined in DFARS 252.227-7013 (Rights in Technical Data -Noncommercial Items) and DFARS 252.227-7014 (Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation). The Government shall respond to the request for approval within 5 business days acknowledging approval/disapproval or requesting additional information. If Lockheed Martin does not receive any response from the Government within 5 business days of the initial request, then Seller is authorized to use the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation with less than Government Purpose Rights in the performance of this contract.

H-3 PRESERVATION OF RIGHTS

PRESERVATION OF RIGHTS FOR 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 any other requirement contained in this contract, which would be deemed “technical data” under DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items (FEB 2014), or “computer software” and “computer software documentation” under DFARS 252.227-7014, 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, delivery by the Contractor, or provision by the Contractor is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-4 SECURITY ACTIVITY

(Applies if this contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas.)

Prior to beginning operations involving classified information on an installation identified on the DD Form 254, Seller shall take the following actions:

(a) At least thirty days prior to beginning operation, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:

1) The name, address, and telephone number of Seller’s representative and designated alternate in the U.S. or overseas area, as appropriate;
2) The prime contract number and military contracting command;
3) The highest classification category of defense information to which Seller’s employees will have access;
4) The Air Force installations in the U.S. (in overseas areas identify only the APO number(s)) where the contract work will be performed;
5) The date Seller’s operations will begin on base in the U.S. or in the overseas area;
6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
7) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DoDM 5220.22, National Industrial Security Program: Procedures for Government Activities Relating to Foreign Ownership, Control, or Influence (FOCI).

(b) Prior to beginning operations involving classified information on an installation identified on the DD 254, Seller shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the Seller's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

1) By the installation for the Seller, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections, classified mail services, security badges, visitor control, and investigating security incidents; and
2) Jointly by the Seller and the installation, such packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

H-6 RFNIU

RENT-FREE USE OF GOVERNMENT PROPERTY ACCOUNTABLE UNDER AN ALTERNATE GOVERNMENT CONTRACT (NAVAIR) (MAY 2016)

(a) Pursuant to FAR 45.301, Authorization is granted to use the Government property identified below on a non-interference basis without rental charge in the performance of this contract and subcontracts of any tier issued hereunder. Government property currently accountable and managed under the following Contracts:

N00019-02-C-3002 SDD
N00019-14-G-0020 DO. 0097 – Development Test Viability
N00019-20-C-0051 Property Accountability Contract (PAC)
N00019-10-C-0002 LRIP 5 Annualized Sustainment
N00019-11-C-0083 LRIP 6 Non-Annualized
N00019-12-C-0004 LRIP 7 Non-Annualized
N00019-12-C-0070 Israel System Development and Design (ISDD)
N00019-14-G-0020 DO. 0045 (Distributed Mission Training (DMT))
N00019-14-G-0020 DO. N0001919F2474 (TR3 Phase 3)
N00019-15-C-0031 LRIP 8 Non-Annualized
N00019-15-C-0114 LRIP 9 Non-Annualized
N00019-16-C-0004 LRIP 10 Non-Annualized
N00019-17-C-0045 FY 17 Annualized
N00019-18-C-1004 FOM Phase 2
N00019-18-C-1041 FY 18 Annualized
N00019-18-C-1048 LRIP 11 Non-Annualized
N00019-19-C-0010 C2D2 FOM Phase 2.3
N00019-20-C-0032 (FY20/21 Site Activation &Hardware (SAHW))

(b) The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable.

(c) Seller is responsible for scheduling the use of the said property. The Government shall not be responsible for conflicts, delay or disruptions to any work performed by Seller due to use of the property under this contract or any other contracts under which use of property is authorized.