

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 BOA, Contract N00019-24-G-0010

Generated using Lockheed Martin CorpDocs 2024 Version

Original: 15 April 2024

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:

RESERVED

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 52.204-14 Service Contract Reporting Requirements. (OCT 2016) (Applies if this Contract exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. "Contractor" means "Lockheed Martin." The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Lockheed Martin advises Seller".)

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

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FAR 52.215-20 Alternate III - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997) ("Contracting Officer" means "Lockheed Martin.")

FAR 52.215-23 Alternate I - Limitations on Pass-Through Charges. (OCT 2009) (Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)

FAR 52.216-12 Cost-Sharing Contract-No Fee. (APR 1984) ("Government" and "Contracting Officer" mean "Lockheed Martin." Applies to all cost sharing - no fee subcontracts. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.216-16 Incentive Price Revision - Firm Target. (JAN 2022) (Applicable to incentive type subcontracts. "Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.216-26 Payments of Allowable Costs Before Definitization. (DEC 2002) (Applicable to undefinitized cost-reimbursement subcontracts. Not applicable to Commercial Items as defined in FAR 2.101.)

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

FAR 52.229-8 Taxes Foreign Cost-Reimbursement Contracts. (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with "TBD". Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-16 Progress Payments. (NOV 2021) (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of progress payments in non-commercial Contracts. "Contracting Officer" shall mean "Lockheed Martin" except in paragraph (g) of the clause where it shall mean "Lockheed Martin or Contracting Officer." "Government" shall mean "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) of the clause where the term is unchanged and (2) in paragraphs (g) and (i) of the clause where it means "Lockheed Martin and the Government." Alternate I applies if SELLER is a small business concern.)

FAR 52.232-17 Interest. (MAY 2014) (Applicable 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 52.232-32 Performance-Based Payments. (APR 2012) (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of performance-based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" and "Government" shall mean "Lockheed Martin" except with

respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.)

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

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) (Applicable to subcontracts 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 52.243-1 Alternate V - Changes-Fixed-Price. (APR 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.)

FAR 52.243-2 Alternate I - Changes-Cost-Reimbursement. (APR 1984) ("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 52.243-2 Alternate II - Changes-Cost-Reimbursement. (APR 1984) ("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 2012) (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-1 Contractor Inspection Requirements. (APR 1984) (This clause, or an appropriate inspection clause, should be included in subcontracts. Other clauses that may be used in subcontracts include the following: Fixed price subcontracts should include either a full text inspection clause or FAR 52.246-2 (if supplies are acquired); FAR 52.246-4 (if services are acquired) or FAR 52.246-7 (if research and development are being acquired). Cost reimbursement subcontracts should either include a full text inspection clause or FAR 52.246-3 (if supplies are acquired), FAR 52.246-5 (if services are acquired) or FAR 52.246-8 if research and development are acquired). Time and Materials subcontracts should contain a full text inspection clause or FAR 52.246-6.) ("Government" means "Lockheed Martin.")

FAR 52.246-2 ALT I Alternate I - Inspection of Supplies Fixed-Price. (JUL 1985) ("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "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.)

FAR 52.246-8 ALT I Alternate I - Inspection of Research and Development Cost-Reimbursement. (APR 1984) ("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.)

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management (JAN 2023) (Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.209-7010 Critical Safety Items. (AUG 2011) (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

DFARS 252.211-7007 Reporting of Government-Furnished Property. (MAR 2022) (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program). (DEC 2022) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (SEP 2014) (Applicable to subcontracts that require, may require, or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools. (JUN 2005) (Applicable to any subcontract that requires the delivery of hand or measuring tools.)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments. (APR 2003) (Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.225-7976 (DEVIATION 2018-O0019) Contractor Personnel Performing in Japan. (AUG 2018) (Applicable to all subcontracts that require the subcontractor to perform work in Japan.)

DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions. (JAN 2023) ("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. (MAR 2023) (In paragraph (a)(1) "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." The provisions 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. Subparagraph (f) is not applicable to Commercial Items as defined in FAR 2.101.)”

DFARS 252.229-7003 Tax Exemptions (Italy). (MAR 2012) (Applicable to subcontracts where work will be performed in Italy. Not applicable to Commercial Items as defined in FAR 2.101. The blank in paragraph (b) is completed with “TBD”.)

DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011) (Applicable to subcontracts with United Kingdom suppliers. Not applicable to Commercial Items as defined in FAR 2.101. "This contract" means "the prime contract.")

DFARS 252.234-7002A (DEVIATION 2015-O0017) Earned Value Management System. (SEP 2015) ("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) (Applicable to subcontracts at any tier 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 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel. (JAN 2023) (Applicable to any subcontract that may require subcontractor personnel to interact with detainees in the course of their duties.)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008) (Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.)

DFARS 252.239-7010 Cloud Computing Services. (JAN 2023) (Applies if this Contract involves use of cloud services.)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services. (DEC 1991) (Applies if this contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.239-7017 Notice of Supply Chain Risk. (DEC 2022) (Applicable to subcontracts that involve 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 2022) (Applicable to subcontracts in excess of \$150,000. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7999 (DEVIATION 2020-O0021) Section 3610 Reimbursement. (AUG 2020) (Applicable to any subcontract modification that involves the reimbursement of paid leave under section 3610 of the CARES Act to affected subcontractors.)

DFARS 252.245-7005 Management and Reporting of Government Property. (JAN 2024)

DFARS 252.246-7001 Warranty of data. (MAR 2014) (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "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 252.246-7001 Alternate I - Warranty of Data. (MAR 2014) (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "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 252.246-7001 Alternate II - Warranty of Data. (MAR 2014) (Applicable if data will be acquired from the subcontractor in performance of this Contract. Not applicable to Commercial Items as defined in FAR 2.101. "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.")

NAVAIR 5252.204-9501 NATIONAL STOCK NUMBERS (MAR 2007) ("Contracting Officer" means "Lockheed Martin.")

NAVAIR 5252.228-9501 LIABILITY INSURANCE (MAR 1999) ("Applies if Seller will be performing work on a Government installation. The blanks in the clause are completed as follows: Not applicable to Commercial Items as defined in FAR 2.101. Clause Text: The following types of insurance are required in accordance with the clause entitled, either "FAR 52.228-5, "Insurance--Work on a Government Installation"" or "52.228-7, "Insurance--Liability to Third Persons" as applicable, 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.

(End of clause)"

NAVAIR 5252.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES

(NAVAIR) (OCT 2013) ("Applicable to all subcontracts that will provide for reimbursement of travel and other costs covered by this clause. Not applicable to Commercial Items as defined in FAR 2.101. Clause Text: (a) General. Performance under this contract may require travel by Contractor personnel. If travel, domestic or overseas, is required, the Contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Approval Process. Prior approval is required for all travel under this contract. Travel shall be reviewed and approved/disapproved as follows:

(1) The Contractor shall provide the [Insert Procuring Contracting Officer (PCO) or Contracting Officer's Representative (COR)] a written request for authorization to travel at least 30 days in advance of the required travel date, when possible. The request should include: purpose of travel, location, travel dates, number of individuals traveling, and all estimated costs associated with the travel (e.g., lodging, meals, transportation costs, incidental expenses, etc.).

(2) The [Insert PCO or COR] will review the travel request and provide, in writing, an approval or disapproval of the travel request to the Contractor [Insert ""and the Procuring Contracting Officer."" if the COR is reviewing and approving the request.]

(c) Travel Policy.

(1) Travel arrangements shall be planned in accordance with the Federal Travel regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR) and the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense (hereinafter the JTR).

(2) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR Subpart 31.2.

(3) For purposes of reimbursement of travel expenses, the Contractor's official station is defined as within 50 miles of the Contractor's regular work site. (If Contractor has more than one regular work site, the official station is defined as within 50 miles of each of its regular work sites.)

(4) The Contractors documentation for the reimbursement of travel costs (e.g., receipts) shall be governed as set forth in FAR Subpart 31.2, the FTR, and the JTR.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(5) Car Rental for a team on temporary duty (TDY) at one site will be allowed provided that only one car is rented for every four (4) members of the TDY team. In the event that less than four (4) persons comprise the TDY team, car rental will be allowed if necessary to complete the mission required.

(6) Whenever work assignments require TDY aboard a Government ship, the Contractor will be reimbursed at the per diem identified in the JTR.

(End of clause).")

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:

RESERVED