



LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER FA8621-15-D-6276
JMATS III

Generated Using the 2019 Version of the Lockheed Martin CorpDocs

REV 1: August 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 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA MODIFICATIONS (DEVIATION 2022-O0001) (OCT 2021) (Applies whenever Seller was required to furnish certified cost or pricing data in connection with this contract. "The Contracting Officer" means "Lockheed Martin or the Contracting Officer." "United States" and "Government" mean "Lockheed Martin." The rights and obligations under this clause shall survive completion of the work and final payment under 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 is not otherwise exempt from the requirement to provide cost or pricing data.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020) (Applies when the contract states that it is subject to full CAS coverage. "United States" means "United States or Lockheed Martin." Paragraph (b) is deleted. The following is added as a new paragraph (e): "Seller shall communicate and otherwise deal directly with the cognizant Contracting Officer to the extent practicable and permissible as to all matters relating to Cost



DFARS 252.219-7003 ALT I ALTERNATE I SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (MAY 2019) (Applies if FAR 52.219-9 is included in this Contract.)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019)

DFARS 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials (SEP 2014) ("Government" means "Lockheed Martin and Government.")

DFARS 252.225-7001 ALT I ALTERNATE I BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017)

DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

DFARS 252.225-7996 Acquisition Restricted to Products or Services from Afghanistan, a Central Asian State, Pakistan, or the South Caucasus (DEVIATION 2017-O0003) (SEP 2017)

DFARS 252.227-7038 ALT I ALTERNATE I PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.227-7038 ALT II ALTERNATE II PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if this subcontract involves experimental, developmental, or research work.)

DFARS 252.228-7006 COMPLIANCE WITH SPANISH LAWS AND INSURANCE (DEC 1998) ("Contracting Officer" means "LOCKHEED MARTIN.")

DFARS 252.229-7002 Customs Exemptions (Germany) (JUN 1997) (Applies if Seller is required to import goods into Germany.)

DFARS 252.229-7003 TAX EXEMPTIONS (ITALY) (MAR 2012) (The blank in



DFARS 252.235-7004 PROTECTION OF HUMAN SUBJECTS (JUL 2009)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) ("Government" means "LOCKHEED MARTIN.")

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies if Seller is required to tag, label, or mark Government-furnished property.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (SEP 2016) (Applies if Government property may be located at Seller's facilities for the performance of this Contract. "Contracting Officer" means "Lockheed Martin.")

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS OZONE DEPLETING SUBSTANCES (ODS) (NOV 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d), "Contracting Officer" means "LOCKHEED MARTIN.")

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012) (Applies if SELLER will perform work under this Contract on a Government installation. "Contracting Officer" means "LOCKHEED MARTIN.")

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012) (Applies if SELLER will perform work on a Government installation. "Contracting Officer" means "LOCKHEED MARTIN." In paragraph (e), "the prime contractor" means "SELLER.")

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (NOV 2012) (Applies if SELLER will perform work on a Government installation. All communication with the Government required by this clause shall be conducted through LOCKHEED MARTIN.)