

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
Contract FA8525-18-D-0001, C-5 Software Mod / SW Mod (CSU-03),
Generated using Lockheed Martin CorpDocs 2019 Version

9 Jan 2019

Version 1, Revision 0

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.

52.232-17 Interest (May 2014). This clause applies to all Purchase Orders to the extent that the Purchase Order contains other clauses which expressly refer to an Interest clause. (For Example, Fixed Price Incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17 or subcontracts containing a Defective Cost or Pricing provision under FAR Part 15). In this clause the term 'Government means 'Lockheed Martin'.

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013). This clause applies to the extent that this Purchase Order requires the delivery of software or services that will be retransferred to the US Government by LMA.

52.245-9 Use and Charges (Apr 2012) This clause applies to all Purchase Orders where –

- (a) Government property is provided for the SELLERS use; AND
- (b) The Government property is NOT incorporated into the deliverable item; AND
- (c) the SELLER did NOT include a notification in its proposal/quotation to Lockheed Martin that USG property would be required in the performance of the resulting Purchase Order.

252.211-7007 Reporting of Government-Furnished Property (Aug 2012).

252.246-7001 Warranty of Data – Basic (Mar 2014). This clause applies to all Purchase Orders and Subcontracts that require the delivery of data from the SELLER. Data to be delivered will be specifically identified in the Purchase Order Statement of Work, C/SDRL, Drawings or other PO specifications. "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."

Part III – Section Bth02d8w (r)p2.1(apli3.5(v)-11(5 Tm)17(bl01.1.1(02d8wt)3.7(il1.8(y(t)-3.9(02