

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

ADDITIONAL TERMS AND CONDITIONS

FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

FA8205-18-D-222 -HCUVgT H6

Generated using Lockheed Martin CorpDocs 2017 Version

Revision 6: December 14, 2021

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:

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)

**FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
MODIFICATIONS (OCT 2010)**

FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)

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 52.219-9 (JAN 2017) SMALL BUSINESS SUBCONTRACTING PLAN (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) of Seller's subcontracting plan issue) **COUNTING STANDARDS (OCT 2015)**

FAR 52.216

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FAR 52.243-2, ALT V (AUG 1987) CHANGES -

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

DFARS 252.217-7028 (DEC 1991) OVER AND ABOVE WORK ("Administrative Contracting Officer," "Contracting Officer,"

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

DFARS 252.239-7000 (JUNE 2004) PROTECTION AGAINST COMPROMISING EMANATIONS. (Applicable to any subcontract where the subcontractor will perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).)

DFARS 252.239-7010 (OCT 2016) CLOUD COMPUTING SERVICES. (Applies if this Contract involves use of cloud services.)

DFARS 252.239-7016 (DEC 1991) TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES. (Applies if this contract requires securing

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- a) Hard copy briefings, developed using Microsoft PowerPoint, or any application with Note pages, must be submitted with briefing printed with Note pages
- b) All briefings will be submitted with proposed briefing script unless presentation provides sufficient detail to meet intent
- c) All submissions must be reviewed by submitting location security office; validating submission does not contain classified, critical program information, or critical information. Public release packages must

Contractor employees might not otherwise be apparent or where they might be mistaken for civil service employees. Air Force issued identification badges and any Contractor badges shall be worn at or above the waistline during the day. Damage (FOD) hazard area.

Support Material Capability Assets

(a) For reference purposes only, the Government is responsible for providing the common replenishment spares and items listed below:

1. Common Support Equipment Replenishment Spares
2. Air Vehicle Replenishment Common Spares
3. Training Expendables (even if sole source to the Contractor)
4. Common Bulk Items List (CBIL) Consumables Replenishment Lay-In (Rags, speedy dry, string, grease, alcohol, and non-part numbered maintenance material like sheet stock)
5. Personal Equipment Replenishment Spares

(b) Items procured by the Contractor in fulfillment of this requirement are Government Property in accordance with FAR 52.245-1. Notwithstanding, the Contractor is authorized, without any requirement for additional approval, to:

1. Replace, repair, or modify Government Property used in the performance of this contract
2. Move/relocate material managed under this contract
3. Borrow assets required in the performance of this contract from other related F- 22 contracts on an as required basis. However, nothing in this clause relieves the Contractor of obligations under this or any other contract unless mutually agreed by the parties. Movement of assets between contracts will be accomplished on a loan-payback or other basis, in accordance with the Contractor's Cost Accounting Standard Board Disclosure Statement (CASB). It is an objective of the process to maintain cost neutrality between all contracts involved
4. Replace Government Property that is reported as lost, damaged, or destroyed, immediately upon identification of such or recommended alternative action. The cost associated with such replacement will be considered allowable and allocable to the extent it would have otherwise been allowable and allocable under the contract
5. Flow down this clause in whole or in part to any SubContractor at any tier meeting the criteria described in paragraph (e) of this clause

*Approved property system

(d) This clause is in effect as long as the Contractor and any SubContractor whose contract contains a similar clause has a Government approved property system. Without an approved Government property system, authorization under this clause will be handled on a case-by-case basis and subject to the Contracting Officer's approval

(e) The material acquired in support of this contract, and this contract's CLINs requirements will remain in Contractor control for exclusive use in providing of a Support Material Capability. However, the Government retains right to title of all material acquired to execute this contract

(f) Upon completion of F-22 Support Material Capability activities, as contemplated by this contract, all F-22 assets, acquired by the Contractor in anticipation of full F-22 Air Vehicle Sustainment, shall be rolled over to and made available on any subsequent contract issued by the Government requiring F-22 Material Support Capability. However, the Government retains right to title of all material acquired to execute this contract

(g) In the event no subsequent F-22 contract requiring a Material Support Capability is issued, all residual F-22 assets, acquired during performance of this contract shall remain Government Property and disposition of these assets shall be in accordance with the Government Property Clause at 52.245-1, Section I hereof

Unique Identification

As specified and funded by the individual task orders, the Contractor shall perform Item Unique Identification (IUID) activities in accordance with MIL-STD-130N with Change 1, DoDI 8320.04, DFARS clause 252.211.7003. The Contractor shall record IUID marked items in the Department of Defense IUID Registry IAW DFARS clause 252.211-7003.

Authorization to Use other than New Material

(a) Support services capability is performance-based support of the flying hour program (e.g. field service representatives, heavy maintenance capability, support engineering, etc.). Support material capability provides spares as required to meet the flying hour program in a manner that is consistent with specific performance based results. In order to effectively implement this concept, the following authorization to use other than new material shall pertain to all F-22 contracts

(b) Authorization to use other than new material: In order to implement the support material capability concept in a manner that ensures maximum flexibility and efficiency, it may become necessary to utilize "other than new" materials in the performance of one or more contracts in the F-22 program. "Other than new" material is defined under the clauses at FAR 52.210-5, New Material (APR 1984) and FAR 52.210-7, Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property (APR 1984). Material is further defined under the clause at FAR 52.211-5, Material Requirements (AUG 2000). These clauses (and any substantially similar clauses in later contracts) require the use of new materials in the performance of the contract requirements, unless the use of "other than new" material is authorized in writing by the Contracting Officer. Subject to the conditions referenced in paragraph (c) below, the Contracting Officer hereby authorizes the use of "other than new" materials in the performance of this contract. To the extent allowed by paragraph (c) below, this authorization includes the use of material previously available to or accepted by the Government and returned to the Contractor as Government Furnished Property

(c) Conditions on the authorization to use other than new material: The above authorization to use "other than new" material in the performance of this contract is subject to the conditions listed below. Any potential use of "other than new" material that does not meet all the conditions listed below shall be evaluated on a case by case basis by the Contracting Officer in accordance with the applicable clause(s) referred to in paragraph (b) above e at FAR 52.211

he performance of this
contract must be suitable with respect to form, fit, function, and interface, and may not create limitations

