

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER

ACURL PRIME CONTRACT NUMBER N00019-14-R-0012

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09 April 2014

ORIGINAL

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each contractual 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 Supplement is inapplicable to the performance of this Contract, the parties shall consider such clause to be self-deleting and it shall not impose any obligations upon the SELLER. The applicability of each clause may be clarified by a statement immediately following each clause. These supplemental terms and conditions are subject to revision as prime contract terms, conditions, and requirements are modified between the U.S. Government and LOCKHEED MARTIN. The term "Contractor" or "Seller" shall mean "Subcontractor", "Supplier", or "Seller" herein; the term "Prime Contractor", "Contracting Officer" or "Government" (except "foreign government") shall mean the Contractor or Seller as defined in the Grant. FAR 52.222-54 Employment Eligibility Verification

In paragraph (b), "Government" means LOCKHEED MARTIN. (The clause is applicable only to non-commercial item subcontracts in excess of \$50,000,000.)

DFARS 252.243-7002 Requests for Equitable Adjustment (MAR 1998)

(Applicable only to contracts for non-commercial items in excess of \$150,000. "Government" means "LOCKHEED MARTIN.")

DFARS 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (JUN 2013)

NAVAIR 5252.247-9507 Packaging and Marking of Reports (OCT 2005)

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998)

(Applies only if the Seller is shipping non-commercial items directly to U.S. Government)

NAVAIR 5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (JUL 1998)

(Applies if the Seller is shipping non-commercial items directly to USG. In subparagraph (b), "Contract Number" means "LOCKHEED MARTIN's prime contract number and the number assigned to this contract.")

NAVAIR 5252.228-9501 Liability Insurance (MAR 1999)

(Applies to cost reimbursement contracts where Seller will be performing work on a Government installation; however, insurance coverage minimums specified elsewhere in the Contract documents that exceed those below shall govern in lieu of the this clause.)

NAVAIR 5252.204-9504 Disclosure of Contract Information (JAN 2007)

(Communications to the Contracting Officer shall be made through LOCKHEED MARTIN. In paragraph (b), 10 days is changed to 20 days.)

Part III. 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-4 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SO

MARTIN is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.