

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 LRIP 10 NON-ANNUALIZED PRIME CONTRACT NUMBER N00019-16-C-0004

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ORIGINAL

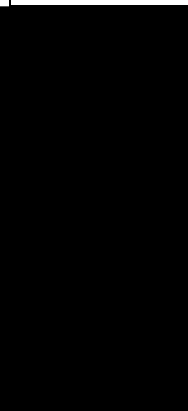
The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.¹ document shall take precedence.

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:

Regulation	Clause Number	Date	Title	Needed Modifications
DFARS	252.203-7004	Jan-15	Display of Hotline Posters.	Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.
DFARS	252.211-7005	Nov-05	Substitutions for Military or Federal Specifications and Standards.	Applicable to subcontracts where subcontractor Single Process Initiative block changes have been approved for use.
DFARS	252.211-7006	Sep-11	Passive Radio Frequency Identification.	
DFARS	252.211-7007	Aug-12	Reporting of Government-Furnished Property.	Applies if Seller will be in possession of Government property for the performance of this contract.
DFARS	252.211-7008	Sep-10	Use of Government-Assigned Serial Numbers	Applies if items are serially managed.
DFARS	252.219-7004	Oct-14		

				The blanks in k(1) and k(2) are completed as follows (1): LM MST, NGC, (2): BAE Systems, LM FTO, LM MST-Owego.
DFARS	252.234-7004 ALT I	Nov-14	Alternate I - Cost and Software Data Reporting System	Applies if contract value equal to or greater than \$20 million. In paragraph (b), "Government" means Lockheed Martin.
DFARS	252.243-7002	Dec-12	Requests for Equitable Adjustment.	"Government" means "Lockheed Martin."
DFARS	252.245-7001	Apr-12	Tagging, Labeling, and	

				<p>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.</p>
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				the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government."
FAR	52.232-17	MAY-14	Interest	Applies if this Contract contains FAR clauses which expressly refer to an Interest clause, e.g. fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17 . Does not apply to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin."
	52.232-32	APR 2012	Performance Based Payments	Applies if Seller is receiving Performance Based Payments. "Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted).

NAVAIR	5252.247-9510	Oct-05	PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005)	Applies if Seller will make shipments under this contract directly to the Government.
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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:

H-1 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR 5252.204-9504) (JAN 2007) (DEVIATION)

(a) The Contractor shall not release to anyone outside the Contractor's organization any information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any effort directly related to the F-35 Lightning II Joint Strike Fighter (JSF) Program unless—

- (1) The F-35 Joint Program Office (JPO) has given prior written approval;
- (2) The information is otherwise in the public domain before the date of release; or
- (3) The information is being released to associate contractors, subcontractors, suppliers, or vendors who require the information for execution of work under an F-35 Lightning II JSF contract.

The Contractor shall provide notification to the JSFPO by submitting the original and 1 copy of the information 1 132.26-3()1rmation 1 132.s 6(on 1 132.26-3()1)11(rn)11(f t)6or

**H-6 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND
COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED
ELECTRONICALLY**

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the consis in