

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
F-35 Follow On Modernization Phase 2.3
NAVAIR Contract — N00019-19-C-0010
For use with the 2018 version of Lockheed Martin CorpDocs

REVISION 4: 20 December 2023

REVISION 3: 17 April 2023

REVISION 2: 19 June 2019

REVISION 1: 07 February 2019

ORIGINAL: 06 December 2018

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,

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) ("Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-O0015) (July 2018) (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 2018-O0015) (July 2018) (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 (DEVIATION 2018-O0015) (July 2018) (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

FAR 52.227-1 ALT I AUTHORIZATION AND CONSENT (April 1984) (Does not apply for Commercial Items as defined in FAR 2.101).

FAR 52.232-17 INTEREST (MAY 2014) (Does not apply to Commercial Items as defined in FAR 2.101. "Government" means "Lockheed Martin."

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applicable to subcontracts where software or services will be retransferred to the Government.)

FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (Applicable to subcontracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services. Does not apply for Commercial Items as defined in FAR 2.101.)

FAR 52.243-2 CHANGES-COST-REIMBURSEMENT (Aug 1987) - Alternate II (APR 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted; this clause is not applicable to Commercial Items as defined in FAR 2.101. Applies if this is a Cost Reimbursement contract.) Substitute paragraph (a) for paragraph (a) of the basic clause:

(a) The Lockheed Martin Procurement Representative may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.

FAR 52.243-2 CHANGES-- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984) ("Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (d) the reference to the disputes clause is deleted; this clause is not applicable to Commercial Items as defined in FAR 2.101 Applies if this is a Cost Reimbursement contract.). Substitute the following subparagraphs (a)(1) and (a)(3) for subparagraphs (a)(1) and (a)(3) of the basic clause:

- “(1) Drawings, designs, or specifications.
- (3) Place of inspection, delivery, or acceptance.”

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2018)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT (APR 1984) ("Government" means "Lockheed Martin. Applies if this is a Cost Reimbursement contract.)

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (The blanks in this clause are completed as follows: Critical Safety Items are identified elsewhere in this contract.)

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014)

(Applies to contracts that exceed \$50 million; In paragraph (b), "Government" means Lockheed Martin; not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(Does not apply for Commercial Items as defined in FAR 2.101; "Government" means "Lockheed Martin.")

DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)

1. Notification shall include, at a minimum, the following information:

- i. The alternative technical data, computer software, and computer software documentation evaluated
- ii. The benefit to the F-35 program for utilizing the specific noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation forming the basis of the notification.
- iii. The basis for the assertion (as described in DFARS 252.227-7017, Identification and

N00019-17-C-0001 LRIP 12

N00019-14-C-0004 Development Foundation (DFC)

N00019-14-G-0020 Delivery Order 0097 – Development Test Viability

N00019-14-G-0020 Delivery Order 0046 – Tech Refresh 3 N00019-15-C-0105 ACURL

