

LOCKHEED MARTIN CORPORATION
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS

**DFARS 252.225-7976 CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-0019)
(AUG 2018)**

FAR 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT (MAY 2001)
("Government" means "LOCKHEED MARTIN" except (1) in paragraphs (b), (c), and (d) where it means "LOCKHEED MARTIN and the Government." and (2) in paragraph (k) where the term is unchanged. Not applicable to commercial items as defined by FAR 2.101.)

DFARS 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006) (Applies if this order is if for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications. Not applicable to commercial items as defined by FAR 2.101.)

DFARS 252.225-7052 RESTRICTION ON the ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN (OCT 2020) (This clause does not apply where an exception in paragraph (c) applies.)

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (In paragraph (a)(1)(i), "this Contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between SELLER and the Government shall be made through LOCKHEED MARTIN. An equitable adjustment provided for this clause shall be implemented in this Contract to the extent such adjustment is implemented in the prime contrac."

(4) Whether the Contract was competitively or non-competitively awarded.

(5) Name of sponsoring individual.

(6) Name and address of requiring activity.

NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (AUG 2019) (Applies if Seller will make

(b) The use of an ISC is solely for the convenience of the Government. Except as otherwise provided by separate agreement between the ISC and SELLER, the ISC has no obligation to SELLER. SELLER is required to provide full cooperation, reasonable working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The SELLER acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information, which is proprietary to the prime contractor in addition to third party proprietary data that the prime contractor is authorized to disclose.

(e) To protect any such proprietary information from unauthorized disclosure or use and to establish the respective rights and duties of both the ISC and prime contractor, the SELLER agrees to enter into a direct agreement with any ISC as the Government requires. The ISC will be responsible for initiating contact with the SELLER sufficiently in advance of any work that may require facility access, cooperation from SELLER, or access to proprietary information belonging to the SELLER or to third parties who may have authorized the SELLER to disclose such data to enable the SELLER to arrange for such access and cooperation and to obtain the necessary agreements. A properly executed copy of the agreement will be provided to the Procuring Contracting Officer, through LOCKHEED MARTIN.

H-14 INVESTMENT

Any decision by SELLER at, or prior to, the date of award of this Contract or at or prior to the date of execution of any modification to this Contract to (i) incur costs, by reason of investment or otherwise, that are not expressly included in writing in the SELLER's bid, offer, or proposal to LOCKHEED MARTIN, agreed to by LOCKHEED MARTIN, and incorporated into this Contract's price, (ii) forego profit on costs, or (iii) apply a management