

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
CDS SUSTAINMENT
PRIME CONTRACT NUMBER N00019-22-C-0046
GENERATED USING LOCKHEED MARTIN CORPDOCS 2022 VERSION
ORIGINAL: JUNE 24, 2022

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.

where it means Lockheed Martin or Contracting Officer. Government means Lockheed Martin except: (1) in paragraphs (d), and (j)(5) where the term is unchanged and (2) in paragraph (g) and (i) where it means Lockheed Martin and the Government.

FAR 52.232-17 Interest (MAY 2014) (Government means Lockheed Martin.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applies if software or services will be retransferred to the Government.)

FAR 52.243-2 ALT II Changes-Cost-Reimbursement-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.)

FAR 52.245-9 Use and Charges (APR 2012) (Applies if Government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

FAR 52.249-9 Default (Fixed-Price Research and Development) (APR 1984) (Applies if this is a fixed price contract for research and development. Government and Contracting Officer mean Lockheed Martin except in paragraph (c) where the terms Government is unchanged.)

DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this Contract.)

DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010) (Applies if Seller is required to mark major end items delivered under this Contract with Government-assigned serial numbers.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (MAY 2019) (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

DFARS 252.234-7002 Earned Value Management System (MAY 2011) (Applies if this is a cost or incentive type contract valued at \$20 Millio

presentations, or in other situations where their contractor status is not obvious to third parties. This list is

PART IV. SECTION H PRIME CONTRACT SPECIAL PROVISIONS.

For the purpose of
Section H clauses are incorporated into the Contract in full-text:

H-4 PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to the Contract Data Requirements List (CDRL) or provided in response to any other requirement contained in this Contract, which would be deemed technical data under DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items (FEB 2014), or computer software and computer software documentation under DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014), if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because access by the Government, delivery by the Contractor, or provision by the Contractor is by electronic means. The rights of the Parties shall be defined in DFARS 252.227-7013 and DFARS 252.227-7014.

H-6 RIGHTS IN NONCOMMERCIAL DATA AND SOFTWARE

If the Contractor believes it to be in the best interest of the F-35 program to consider incorporation of any noncommercial technical data, noncommercial computer software, or noncommercial computer documentation into the ACURL or USRL design with less than Government Purpose rights, the Contractor shall submit a written request for approval to the Contracting Officer prior to incorporation. The request for approval shall describe alternatives evaluated, the benefit to the F-35 program for using the noncommercial technical data, noncommercial computer software, or noncommercial computer software documentation in the ACURL or USRL design, the name of the entity asserting less than Government Purpose Rights, the basis for the assertion, to include sufficient information to enable the Contracting Officer to evaluate any listed assertion information as defined in DFARS 252.227-7017, and a Rough Order of Magnitude to obtain a Government Purpose Rights license as defined in DFARS 252.227-7013 (Rights in Technical Data-Noncommercial Items) and DFARS 252.227-7014 (Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation). The Government shall respond to the request for approval within 14 business days. If the Contractor does not receive any response from the Government within 14 business days, the Contractor is authorized to use the supplier's technical data or the noncommercial computer software in the performance of this contract. Nothing in this clause precludes the Government 204