

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
LRIP 11 PRODUCTION CONTRACT – CONTRACT NUMBER N00019-16-C-0033

GENERATED USING LOCKHEED MARTIN CORPDOCS 2015 VERSION

REV 2: 11 APRIL 2016

REV 1: 22 JAN 2016

ORIGINAL: 04 JUNE 2015

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 PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

PART I. DELETIONS: The following clauses are deleted in their entirety from the applicable CorpDocs incorporated into this Contract.

FAR 52.222-41 Service Contract Act of 1965 (NOV 2007)

FAR 52.243-6 Change Order Accounting (APR 1984)

FAR 52.225-5 Trade Agreements (NOV 2013)

PART II. MODIFICATIONS: The dates or versions of the following FAR, DFARS and other agency clauses are modified as follows and are incorporated into the Contract:

RESERVED

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:

DFARS 252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005) (The clause is only applicable where a management or manufacturing process has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard).

DFARS 252.211-7006 Passive Radio Frequency Identification (SEP 2011) (Applies if Seller ships direct to the Government.)

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 will be in possession of Government property for the performance of this contract if Lockheed Martin does not assume the responsibility for marking the property.)

DFARS 252.219-7004 Small business subcontracting plan (test program) (OCT 2014)

DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (SEP 2014) ("Government" means "Lockheed Martin and Government.")

DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)

DFARS 252.225-7032 Waiver of United Kingdom Levies – Evaluation of Offers (APR 2003) (Applies if Seller is a United Kingdom firm. "Contracting Officer means "Lockheed Martin.")

DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011) ("Offeror" means "Seller." Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

DFARS 252.227-7038 ALT I - Alternate I - Patent Rights-Ownership by the Contractor (Large Business) (DEC 2007) (Applies if this subcontract involves experimental, developmental, or research work.)

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.

Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.)

DFARS 252.229-7006 Value Added Tax Exclusion (United Kingdom) (DEC 2011) (Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract.")

DFARS 252.234-7002 Earned Value Management System (MAY 2011) ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted.)

DFARS 252.234-7004 ALT I Alternate I - Cost and Software Data Reporting System (NOV 2014) Alternate I. (In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.239-7000 Protection Against Compromising Emanations (JUN 2004) ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d). Applies if Seller will be performing classified work.)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008) (Applies if Seller will be accessing DoD information systems that will require Information Assurance Contractor Training and Certification.)

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991) (Applies if this contract requires securing telecommunications.)

DFARS 252.239-7018 Supply Chain Risk (NOV 2013) (Applies if this Contract involves the development or delivery of any information technology, whether acquired as a service or as a supply. "Government" means "Lockheed Martin and the Government.")

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) ("Government" means "Lockheed Martin." Applies if subcontract is over \$150,000.)

DFARS 252.244-7000 Subcontracts for Commercial Items (JUN 2013)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (MAY 2013) ("Contracting Officer" means Lockheed Martin.)

DFARS 252.246-7000 Material Inspection and Receiving (MAR 2008) (Applies if this contract requires delivery of Items directly to the Government.)

DFARS 252.246-7001 Warranty of data (MAR 2015) ("Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three

years after delivery to the Government.") (Not applicable to 'Commercial Items' as defined in FAR Part 2.101.)

DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (MAY 2014) (Paragraph (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) "Government" means "Lockheed Martin and the Government." In paragraph (c)(6) "Contracting Officer" means "Lockheed Martin and the Contracting Officer.")

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)

FAR 52.215-23 ALT I – Limitations on Pass – Through Charges (OCT 2009) (Applies if this is a cost-reimbursement subcontract in excess of \$150,000, except if the prime contract to which 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.)

FAR 52.216-16 Incentive Price Revision Firm Target (OCT 1997) ("Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract.)

FAR 52.216-16 ALT I - Alternate I - Incentive Price Revision-Firm Target (APR 1984)("Contracting Officer," "contract administrative office" and "Government" mean "Lockheed Martin." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the contract.)

FAR 52.222-50—(MAR 2015) Combatting Trafficking in Persons ("Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government.")

FAR 52.223-3 ALT I Alternate I - Hazardous Material Identification and Material Safety Data (JUL 1995) (Applies if this contract involves hazardous materials. "Contracting Officer" means "Lockheed Martin;" "Government" means "Lockheed Martin and the Government.")

FAR 52.223-16 Acquisition of EPEAT-Registered Personal Computer Products Alternate I (JUN 2014)

FAR 52.227-3 Patent Indemnity (APR 1984)

FAR 52.227-3 ALT II Alternate II - Patent Indemnity (APR 1984)

FAR 52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014) (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)

FAR 52.229-8 Taxes – Foreign Cost Reimbursement Contracts (MAR 1990) (In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with <td>. Not applicable to 'Commercial Items' as defined in FAR Part 2.101.)

FAR 52.232-16 Progress Payments (APR 2012) (Applies if Seller is receiving Progress payments. "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (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)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (Applies if Seller is a small business concern. "Government" means "Lockheed Martin." This clause does not apply if Lockheed Martin does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.)

FAR 52.237-8 Restriction on Severance Payments to Foreign Nationals (AUG 2003)

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

FAR 52.246-2 ALT I – Inspection of Supplies Fixed-Price (JUL 1985) ("Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin.")

FAR 52.246-11 Higher-Level Contract Quality Requirement (DEC 2014) The blank in paragraph A is completed as follows: AS9100C/EN9100 as geographically appropriate

FAR 52.246-15 Certificate of Conformance (APR 1984) (Applies if Seller will make direct shipment to the Government.)

FAR 52.247-64 ALT I - Alternate I - Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (In the last sentence of paragraph (c) "Subcontractor" means "Seller and lower term subcontractor." "Contracting Officer" means "Lockheed Martin.")

FAR 52.247-68 Report of Shipment (REPSHIP) (FEB 2006)

NAVAIR 5252.204-9501 National Stock Numbers (NAVAIR) (MAR 2007) ("Contracting Officer" means "Lockheed Martin.")

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

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

NAVAIR 5252.204-9505 System Authorization Access Request Navy (SAAR-N) Requirements for Information Technology (IT) (NAVAIR) (SEP 2012)

NAVAIR 5252.211-9510 Contractor Employees (NAVAIR) (MAY 2011)

NAVAIR 5252.227-9501 Invention Disclosures and Reports (NAVAIR) (MAY 1998)

NAVAIR 5252.227-9507 Notice Regarding the Dissemination of Export-Controlled Technical Data (NAVAIR) (OCT 2005)

NAVAIR 5252.227-9511 Disclosure, Use and Protection of Proprietary Information (NAVAIR) (FEB 2009) (The term "prime contractor" means "Seller.")

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

NAVAIR 5252.247-9508 Prohibited Packing Materials (NAVAIR) (JUN 1998) (Applies if Seller will make shipments under this contract directly to the Government.)

NAVAIR 5252.247-9509 Preservation, Packaging, Packing, and Marking (NAVAIR) (JUL 1998) (Applies if Seller will make shipments under this contract directly to the Government. In subparagraph (b), "Contract Number" means "Lockheed Martin's prime contract number and the number assigned to this contract.")

NAVAIR 5252.247-9510 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.)

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-9 AUTHORIZATION TO DELIVER ITEMS CONTAINING HEXAVALENT CHROMIUM IN EXCESS OF LIMITS SET FORTH IN DFARS 252.223-7008 – PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013)

In accordance with paragraph (c) of DFARS 252.223-7008, "Prohibition of Hexavalent Chromium" (JUN 2013) and paragraph (a) of DFARS 223.7304, the Government has considered the factors contained in paragraph (a) of

DFARS 223.7305 and has determined that alternatives to Hexavalent Chromium are either not available or in the Government's interest for the applications listed below in Table H-9a, "Hexavalent Chromium Applications Used in the Manufacture of the F-35 Air System." Therefore, items using the applications listed below in Table H-9a may be delivered by the Contractor and accepted by the Government even though they contain Hexavalent Chromium in a concentration greater than 0.1 percent by weight in any homogenous material or require the removal or reapplication of Hexavalent Chromium materials during subsequent sustainment phases of the deliverable or construction material. DFARS 252.223-7008, "Prohibition of Hexavalent Chromium" (JUN 2013) applies to all other items delivered under this contract.

Table H-9a:

Hexavalent Chromium Applications Used in the Manufacture of the F-35 Air System

"Fuel tank coating to AMS-C-27725 Type 2

"Sealant to LMA-MU065

"Sealant primer to LMA-MR058 Form 1

"Adhesive bonding primer to LMA-MD007 Type 2 or ZZZZ00002 Type 2

"General structural primer to MIL-PRF-23377

"Non-Curing Corrosion Resistant Sealing Compound

Revision 1, dated 18 January 2016 . The following clauses have been modified or added:

DFARS 252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005)

DFARS 252.246-7001 Warranty of data (MAR 2015)

FAR 222-50 (MAR 2015) Combatting Trafficking in Persons

FAR 52.223-16 Acquisition of EPEAT-Registered Personal Computer Products Alternate I (JUN 2014)

FAR 52.229-8 Taxes – Foreign Cost Reimbursement Contracts (MAR 1990)

NAVAIR 5252.204-9505 System Authorization Access Request Navy (SAAR-N) Requirements for Information Technology (IT) (NAVAIR) (SEP 2012)

Revision 2, dated 11 April 2016 . The following clauses have been modified or added:

FAR 52.246-11 Higher-Level Contract Quality Requirement (DEC 2014) AS9100C/EN9100 as geographically appropriate