

**LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**

FA8615-17-C-6045

**Korea Upgrade Program
Generated using Lockheed Martin CorpDocs 2016 Version**

ORIGINAL - December 8, 2016

REV. 1 - June 20, 2019

REV 2 – November 02, 2020

REV 3 – January 8, 2024

THE TERMS SET FORTH HEREIN ARE BASED ON THE FA8615-17-C-6045 PRIME CONTRACT SOLICITATION. BOTH PARTIES AGREE TO NEGOTIATE IN GOOD FAITH ANY CHANGES RESULTING FROM THE FA8615-17-C-6045 PRIME CONTRACT DEFINITIZATION

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, the parties shall consider such clauses to be self-deleting and they shall not impose any obligations upon 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 LABOR STANDARDS

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES

FAR 52.230-5 COST ACCOUNTING STANDARDS -- EDUCATIONAL INSTITUTIONS

FAR 52.243-6 CHANGE ORDER ACCOUNTING

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE

**FAR 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)**

DFARS 252.225-7021 TRADE AGREEMENTS

PART II. MODIFICATIONS

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-O0015) (May 2018) (Not applicable to Commercial Items as defined in FAR 2.101. 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 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (Applies if this Contract exceeds \$700,000.) (Does not apply if SELLER is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). SELLER's subcontracting plan is incorporated herein by reference.)

FAR 52.222-EMPLOYMENT REPORTS ON VETERNS (FEB 2016) (Applies if this Contract is valued at or above \$150,000.)

FAR 52.225-5 TRADE AGREEMENTS (FEB 2016) (Applicable if the Work contains other than domestic components as defined by this clause.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-O0015) (May 2018) (Not applicable to Commercial Items as defined in FAR 2.101. 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 practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Lockheed Martin with copies of all communications concerning CAS between and the Contracting Officer if such are relevant to this contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller.")

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2016)

DFARS 252.225-7013 DUTY-FREE ENTRY (May 2016) (In paragraph (c), "Government" and "Contracting Officer" means "Lockheed Martin." The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Lockheed Martin's procurement representative.)

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:

FAR 52.203-15 WHISLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUNE 2010)

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Does not apply to Commercial Items as defined in FAR 2.101).

FAR 52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)

FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States. "Contracting Officer" means "Lockheed Martin.")

FAR 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014) ("Contracting Officer" means "Lockheed Martin.")

FAR 52.225-3 Taxes – BUY AMERICAN – FREE TRADE AGREEMENTS – ISRAELI TRADE ACT (MAY 2014)

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 52.249-3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (APR 2012) ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Does not apply to Commercial Items as defined in FAR 2.101).

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (NOV 2014) ALTERNATE I (NOV 2014)

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) (Does not apply to Commercial Items as defined in FAR 2.101).

DFARS 252.225-7040 (OCT 2015) CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin.)

DFARS 252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMEBERS IN PERFORMANCE OF THE CONTRACT (JUN 2013) (The blank in paragraph (b) is completed as follows __TBD.)

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (TAILORED) (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. Paragraph (a)(6) is replaced in its entirety with the following: "(a)(6)

"In the open" means located wholly outside of buildings on the Contractor's premises or other places described in the Schedule as being "in the open" and at any location on Contractor's premises except Building 4 and Building 8 and movement from Building 4 to Building 8. Government furnished aircraft shall be considered to be located "in the open" at all times while in the Contractor's possession, care, custody, or control including, but not limited to, the location where kit proofing will occur." Does not apply to Commercial Items as defined in FAR 2.101).

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM – BASIC (NOV 2014) (Applicable to subcontracts in excess of \$50,000,000. Does not apply to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) ("Government" means "Lockheed Martin." Does not apply to Commercial Items as defined in FAR 2.101).

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016) (Applies if Government property is located at SELLER's facility.)

DFARS 252.246-7001 WARRANTY OF DATA – BASIC (MAR 2014) ("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." Does not apply to Commercial Items as defined in FAR 2.101. Applicable if data will be acquired from the subcontractor.)

AFFARS 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (NOV 2012) (The blank in paragraph (d) is completed with "None." In paragraph (d) "Contracting Officer" means "Lockheed Martin." Does not apply to Commercial Items as defined in FAR 2.101).

Summary of Changes

REV 3 – added FAR 52.204-27 Prohibition on a ByteDance Covered Application. (JUN 2023)