

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**FA8726-22-R-0001**  
**JAPAN FX NETWORK SYSTEM STUDY**

**Generated using Lockheed Martin CorpDocs 2021 Version**

**Original: February 9, 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.

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:

*RESERVED*

**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:

**FAR 52.204-2 Security Requirements (MAR 2021)** (Applies if this Contract involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this Contract.)

**FAR 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2021)** (Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.)

**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 52.225-21 Required Use of American Iron, Steel, and Manufactured Goods - Buy American Statute - Construction Materials (JAN 2021)** (Applies if this Contract involves the furnishing of steel, and other manufactured goods for use as construction material.)

**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.")

**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)** (Applies if services and suppliers will be furnished by Seller.)

**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 52.246-2 ALT I Inspection of Supplies Fixed-Price Alternate I (JUL 1985)** (Applies if this is a fixed price incentive type contract.)

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

**DFARS 252.239-7000 Protection Against Compromising Emanations (OCT 2019)** (Applies if Seller will perform classified work. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martina and the Government" in paragraphs (c) and (d).)

**DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)** (Applies if Seller personnel will access DoD information systems during the performance of this Contract.)

**DFARS 252.239-7010 Cloud Computing Services (OCT 2016)** (Applies if this Contract involves use of cloud services.)

**DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012)** (Applies if this Contract exceeds \$150,000. "Government" means "Lockheed Martin.")

**DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)** (Applies if items furnished by Seller will be subject to serialized tracking.)

**DFARS 252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017)** (Applies if Government property will be located at Seller's facilities for the performance of this Contract. "Contracting Officer" means "Lockheed Martin.")

**DFARS 252.246-7001 Warranty of Data (MAR 2014)** (Applies if data will be acquired from Seller and this Contract is not firm fixed price or fixed price incentive. "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 of the Government.")

**DFARS 252.246-7001 ALT II Warranty of Data Alternate II (MAR 2014)** (Applies if data will be acquired from Seller and this Contract is firm fixed price. "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 of the Government.")

**AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (OCT 2019)**

**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:

RESERVED