

LOCKHEED MARTIN CORPORATION

PRIME CONTRACT SUPPLEMENTAL TERMS AND CONDITIONS

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

F-16 FALCON 2020 CONTRACT NUMBER F42620-01-D-0058

Generated using Lockheed Martin CorpDocs 2013 Version

Revision 7: August 6, 2026

The following supplemental terms and conditions are incorporated - in addition to identified CorpDocs - into contracts, purchase orders and schedule agreements issued under the Falcon 2020 prime contract, F42620-01-D-0058. These supplemental terms and conditions are subject to revision as prime contract terms, conditions, and requirement changes.

In the event of a conflict between the version or dates of a clauses set out in this documents and the version or date of a clause set out in the identified CorpDocs, the version or date of the clauses set out in this document shall take precedent.

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:

DFARS 252.228-7001 (JUN 2010)“GROUND AND FLIGHT RISK” . 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.

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:

The following FAR clauses are added:

FAR 52.203-8 (JAN 1997) CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY.

FAR 52.204-25 (AUG 2020) PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Government" in paragraph (b) means "Government or Lockheed Martin." Reports required by this clause will be made to Lockheed Martin. Paragraph (b)(2) is deleted.

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

FAR 52.209-6 (JUL 1995) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH THE CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. Applies if this contract exceeds \$30,000. Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.

FAR 52.222-50 (MAR 2015) COMBATING TRAFFICKING IN PERSONS. "Contracting Officer" means "Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin and the Government."

FAR 52.225-8 (FEB 2000) DUTY-FREE ENTRY. Applies if supplies will be imported into the Customs Territory of the United States. Contracting Officer" means "Lockheed Martin" except in paragraphs (d) and (h). In subparagraph (b)(1) "20 days" is changed to "30 days." In subparagraph (b)(2), replace the fifth word "determines" with "has been notified." Communication/notification required under this clause from/to the Seller to/from the Contracting Officer shall be through Lockheed Martin.

FAR 52.227-1 (APR 1984) AUTHORIZATION AND CONSENT ALTERNATE I.

FAR 52.227-2 (AUG 1996) NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. Applies if this contract exceeds the simplified acquisition threshold. "Contracting Officer" means "Lockheed Martin." "Government" means "Government and Lockheed Martin."

FAR 52.229-9 (MAR 1990) TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS.

FAR 52.232-7 (MAR 2000) PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. "Government" and "Contracting Officer" mean "Lockheed Martin." The third sentence of paragraph (a)(3) is deleted. In paragraph (e) "one year" is changed to "six months," and in paragraph (f) "six years" is changed to "five years."

FAR 52.232-16A (MAR 2020) PROGRESS PAYMENTS (DEVIATION 2020-O0010). "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 52.232-16 IIA (MAR 2020) ALTERNATE II- PROGRESS PAYMENTS (DEVIATION 2020-O0010). "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 (JUN 1996) INTEREST. "Government" means "Lockheed Martin."

FAR 52.233-3 (JUN 1985) "PROTEST AFTER AWARD" ALTERNATE I. "Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean "Lockheed Martin." "30 days" is changed to "20 days."

FAR 52.242-15 (APR 1984) "STOP-WORK ORDER" ALTERNATE I. "Contracting Officer" and "Government" mean "Lockheed Martin."

FAR 52.243-1 (APR 1984) "CHANGES—FIXED-PRICE" ALTERNATE I. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.

FAR 52.243-1 ALT III (APR 1984) ALTERNATE III – CHANGES-FIXED-PRICE. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.

FAR 52.243-1 ALT V (APR 1984) CHANGES—FIXED-PRICE. "Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.

FAR 52.243-2 ALT I (APR 1984) CHANGES –COST-REIMBURSEMENT. "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 52.243-2 ALT II (APR 1984) CHANGES—COST-REIMBURSEMENT. "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 52.245-1 (SEP 2021) GOVERNMENT PROPERTY. "Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required."

FAR 52.245-2 (DEC 1989) GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) Except for paragraphs (i) and (j), "Government" means "Lockheed Martin" except in the phrases "Government property," "Government-furnished property," and in references to title to property. "Contracting Officer" means "Lockheed Martin." The following is added as paragraph (m) "Seller shall provide to Lockheed Martin immediate notice of any disapproval, withdrawal of approval, or nonacceptance by the Government of property control system." Disposition of property under paragraphs (i) and (j) shall be made through Lockheed Martin.

FAR 52.246-6 ALT I (APR 1984) INSPECTION – TIME AND MATERIAL AND LABOR-HOUR. "Government" means "Lockheed Martin and the Government " in paragraphs (b), (c) and (d). "Government" means "Lockheed Martin" in paragraphs (e), (f), (g) and (h).

FAR 52.246-11 (FEB 1999) HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

FAR 52.246-15 (APR 1984) "CERTIFICATE OF CONFORMANCE."

FAR 52.247-67 (JUN 1997) "SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT." Documents required by this clause will be provided by Seller to Lockheed Martin. This clause is not required to be included in Seller's subcontracts.

FAR 52.249-4 (APR 1984) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES). "Contracting Officer" and "Government" means "Lockheed Martin."

FAR 52.249-14 (APR 1984) "EXCUSABLE DELAYS." In paragraph (a)(2), "or contractual" is deleted. "Contracting Officer" and "Government" means Lockheed Martin.

The following DFARS, AFMC, and AFFARS clauses are added:

DFARS 252.204-7004 (NOV 2001) REQUIRED CENTRAL CONTRACTOR REGISTRATION.

DFARS 252.211-7005 (AUG 2000) SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS.

DFARS 252.211-7008 (SEP 2010) USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS.

DFARS 252.219-7004 (JUN 1997) SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM).

DFARS 252.223-7006 (APR 1993) PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS. "Government" means "Lockheed Martin and Government."

DFARS 252.223-7999 (OCT 2021) ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (DEVIATION 2021-O0009).

DFARS 252.225-7001 (MAR 1998) BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM.

DFARS 252.225-7009 (AUG 2000) DUTY FREE ENTRY – QUALIFYING COUNTRIES SUPPLIES (END PRODUCTS AND COMPONENTS).

DFARS 252.225-7026 (JUN 2000) REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES.

DFARS 252.225-7027 (MAR 1998) RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES. For sales to the Government(s) of Australia, Taiwan, Egypt, Greece, Israel, Japan, Jordan, Republic of Korea, Kuwait, Pakistan, Philippines, Saudi Arabia, Turkey, Thailand, or Venezuela (Air Force), contingent fees in any amount. 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 (DEC 1991) EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS.

DFARS 252.226-7001 (SEP 2001) UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES – DOD CONTRACTS. Applies to subcontracts over the simplified acquisition threshold except for commercial items. In paragraph (c) "Contracting Officer" means Buyer the first time appears. In subparagraph (f)(1), "Contractor" shall mean "Lockheed Martin". Lockheed Martin shall have no liability to Seller for any incentive payment under this clause unless and until the Government provides said incentive payment to Lockheed Martin.

DFARS 252.243-7002 (MAR 1998) REQUESTS FOR EQUITABLE ADJUSTMENT. "Government" means "Lockheed Martin."

DFARS 252.244-7000 (MAR 2000) SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS).

DFARS 252.245-7001 (MAY 1994) REPORTS OF GOVERNMENT PROPERTY.

DFARS 252.245-7004 (MAR 2015) REPORTING, REUTILIZATION, AND DISPOSAL. "Contracting Officer" means Lockheed Martin.

DFARS 252.246-7000 (DEC 1991) MATERIAL INSPECTION AND RECEIVING REPORT. Applies if this contract requires delivery of Items directly to the Government.

AFFARS 5352.204-9000 (MAY 1996) NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY.

AFFARS 5352.223-9001 (JUN 1997) HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS. Applies if Seller will perform work under this contract on a government installation. "Contracting Officer" means "Lockheed Martin."

AFFARS 5352.242-9000 (MAY 1996) CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS. Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller."

AFMC 5352.245-9004 (JUL 1997) BASE SUPPORT. Communications with the Government under this clause shall be made through Lockheed Martin. The blanks included in the clause are completed as follows: 'TBD'.

AFMC 5352.245-9004 (JUL 1997) BASE SUPPORT ALTERNATE I. Communications with the Government under this clause shall be made through Lockheed Martin. The blanks included in the clause are completed as follows: 'TBD'.

Revision 7 Updates:

Modifications:

- DFARS 252.228-7001 (JUN 2010) "GROUND AND FLIGHT RISK" ~ date updated

Additions:

- FAR 52.203-8 (JAN 1997)
- FAR 52.229-9 (MAR 1990)
- FAR 52.232-7 (MAR 2000)
- FAR 52.232-16A (MAR 2020) (DEVIATION 2020-O0010).
- FAR 52.232-16 IIA (MAR 2020) ALTERNATE II (DEVIATION 2020-O0010).
- FAR 52.243-1 ALT III (APR 1984)
- FAR 52.243-1 ALT V (APR 1984)

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- FAR 52.243-2 ALT I (APR 1984)
- FAR 52.243-2 ALT II (APR 1984) FAR 52.245-1 (SEP 2021)
- FAR 52.245-2 (DEC 1989)
- FAR 52.246-6 ALT I (APR 1984)
- FAR 52.246-11 (FEB 1999)
- FAR 52.249-4 (APR 1984)
- DFARS 252.204-7004 (NOV 2001)
- DFARS 252.211-7008 (SEP 2010)
- DFARS 252.223-7006 (APR 1993)
- DFARS 252.223-7999 (OCT 2021)
- DFARS 252.245-7004 (MAR 2015)