

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
USSOCOM SOF IDIQ
H92408-22-D-0001

Generated using Lockheed Martin CorpDocs 2022 Version

Original: January 26, 2023

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:

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 252.204-7004 FEB-19 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

DFARS 252.211-7007 AUG-12 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (Applies if Seller will be in possession of Government property for the performance of this contract.)

DFARS 252.219-7004 MAY-19 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (Applicable to participants in the DoD Test Program for the Negotiation of Comprehensive Small Business. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.223-7006 SEP-14 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS. ("Government" means "Lockheed Martin and Government.")

DFARS 252.228-7001 JUN-10 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. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss.)

DFARS 252.239-7001 JAN-08 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.)

DFARS 252.243-7002 DEC-12 REQUESTS FOR EQUITABLE ADJUSTMENT. (Applicable to subcontracts in excess of \$150,000. Not applicable to Commercial Items as defined in FAR 2.101.)

DFARS 252.245-7001 APR-12 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (Applicable to subcontracts where the items furnished by the subcontractor will be subject to serialized tracking).

DFARS 252.245-7004 DEC-17 REPORTING, REUTILIZATION, AND DISPOSAL (Applicable if subcontractor will possess government property in performance of this Contract.)

FAR 52.203-16 JUN-20 PREVENTING PERSONAL CONFLICTS OF INTEREST (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101. Not applicable to Commercial Items as defined in FAR Part 2.101.)

FAR 52.215-12 OCT-21 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2022-O0001) (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. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.215-13 OCT-21 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA MODIFICATIONS (DEVIATION) Applies if this contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide certified cost or pricing data. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.219-9 ALT IV JUN-20 ALTERNATE IV - SMALL BUSINESS SUBCONTRACTING PLAN (Applies if this contract exceeds the threshold at FAR 19.702(a) . 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. Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.227-1 ALT I APR-84 ALTERNATE I - AUTHORIZATION AND CONSENT (Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.228-3 JUL-14 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT). (Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 APR-84 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (Applicable to all subcontracts to which the Defense Base Act would apply but for the waiver.)

FAR 52.232-17 MAY-14 INTEREST ("Applicable to fixed price incentive subcontracts containing FAR 52.216-16 or FAR 52.216-17. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

FAR 52.232-39 JUN-13 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS

FAR 52.243-2 ALT V APR-84 ALTERNATE V - CHANGES-COST-REIMBURSEMENT ("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 52.245-9 APR-12 USE AND CHARGES (Communications with the Government under this clause will be made through Lockheed Martin.) Applicable to subcontracts where government property will be provided.)