

**LOCKHEED MARTIN AERONAUTICS COMPANY**  
**PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)**  
**ADDITIONAL TERMS AND CONDITIONS**  
**FOR SUBCONTRACTS/PURCHASE ORDERS UNDER**  
**DMS PRE-FUNDED PARTS BUY CY2025**  
**Contract N00019-25-C-0084**

**Generated using Lockheed Martin CorpDocs 2025 Version**

**Original: 31 October 2025**

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:

**FAR 52.215-23 ALT I ALTERNATE I – LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**  
(Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, 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 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS (MAY 2014)** (Applicable to any subcontract which requires the delivery of technical data. "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2) and "Lockheed Martin or Government" in paragraph (d). Not applicable to Commercial Items as defined in FAR 2.101.)

**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)** (Applicable to all subcontracts to which the Defense Base Act would apply but for the waiver.)

**FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

**FAR 52.240-1 PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT – COVERED FOREIGN ENTITIES (NOV 2024)**

**FAR 52.245-9 USE AND CHARGES (APR 2012)** (Applicable to subcontracts where government property will be provided. Communications with the Government under this clause will be made through Lockheed Martin.)

**DFARS 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023)** (Applicable to all subcontracts where performance requires routine physical access to a Federally-controlled facility or military installation.)

**DFARS 252.204-7012B (DEVIATION 2024-O0013) SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024)** (Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors.)

**DFARS 252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991)** (Applies if this contract involves precious metals.)

**DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011)** (Applies in all solicitations for subcontracts for items containing Critical Safety Items.)

**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.)

**DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEC 2022)** (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 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (SEPT 2014)** (Applicable to subcontracts that require, may require,

or permit the subcontractor to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in the clause. "Government" means "Lockheed Martin and Government." Not applicable to Commercial Items as defined in FAR 2.101.)

**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)** (Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.228-7001 GROUND AND FLIGHT RISK (MAR 2023)** (In paragraph (a)(1) "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." The provisions 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. Subparagraph (f) is not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.228-7006 COMPLIANCE WITH SPANISH LAWS AND INSURANCE (JUN 2010)** ("Contracting Officer" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.234-7002A (DEVIATION 2015-O0017) EARNED VALUE MANAGEMENT SYSTEM (SEP 2015)** ("Government" means "Lockheed Martin and Government." Paragraphs (i) and (j) are deleted. Not applicable to Commercial Items as defined in FAR 2.101.

**DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014)** (Applicable to subcontracts at any tier in excess of \$50,000,000. Not applicable to Commercial Items as defined in FAR 2.101. In paragraph (b), "Government" means Lockheed Martin.)

**DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (OCT 2019)** ("Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d). Applicable to any subcontract in which subcontractor will perform classified Work.)

**DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)** (Applicable if subcontractor personnel will access DoD information systems in performance of this Contract.)

**DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)** (Applies if this contract requires securing telecommunications. Not applicable to Commercial Items as defined in FAR 2.101.)

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)** (Applicable to subcontracts that meet or exceed the simplified acquisition threshold in effect at the time of award of

this Contract. "Government" means "Lockheed Martin." Not applicable to Commercial Items as defined in FAR 2.101)

**DFARS 252.245-7004 (DEVIATION 2022-O0006) REPORTING, REUTILIZATION, AND DISPOSAL (NOV 2021)** ("Contracting Officer" means Lockheed Martin.)

**NAVAIR 5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)** (Applies if Seller will be performing work on a Government installation. Not applicable to Commercial Items as defined in FAR 2.101. The blanks in the clause are completed as follows:

Clause Text: The following types of insurance are required in accordance with the clause entitled, "52.228-7, "Insurance--Liability to Third Persons"" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.)

**Part IV. SECTION H –PRIME CONTRACT SPECIAL PROVISIONS**

RESERVED