

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

**N00019-26-C-0138**

**Generated using Lockheed Martin CorpDocs 2026 Version**

**ORIGINAL: 4 June 2026**

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 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**

**FAR 52.210-1 MARKET RESEARCH (NOV 2021)**

**FAR 52.227-1 AUTHORIZATION AND CONSENT ALT I (APR 1984)** (Applies if this contract exceeds \$25,000.)

**FAR 52.227-3 PATENT INDEMNITY ALT II (APR 1984)**

**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." The blank is completed with 'TBD'.)

**FAR 52.232-17 INTEREST (MAY 2014)** ("Government" means "Lockheed Martin")

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

**FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (NOV 2016)** (The terms "Contracting Officer" and "Government" include Lockheed Martin.)

**FAR 52.243-2 CHANGES -- COST-REIMBURSEMENT ALT V (AUG 1987)**

**FAR 52.244-2 SUBCONTRACTS (JUN 2020)**

**FAR 52.245-9 USE AND CHARGES (APR 2012)** (Communications with the Government under this clause will be made through Lockheed Martin.)

**FAR 52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)** ("Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged.)

**DFARS 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (JAN 2023)**

**DFARS 252.204-7012B SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (MAY 2024) (DEVIATION 2024-O0013)**

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

**DFARS 252.216-7004 AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL (SEP 2011)** (Seller shall reimburse Lockheed Martin for any reduction in fees under the prime contract to the extent Seller's acts or omissions are responsible for covered incidents pursuant to this clause.)

**DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (DEC 2022)**

**DFARS 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS (SEP 2014)** ("Government" means "Lockheed Martin and Government.")

**DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)**

**DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2022)** ("Government" means "Lockheed Martin.")

**DFARS 252.225-7027 RESTRICTION ON CONTINGENTFEES 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 252.225-7967 PROHIBITION REGARDING RUSSIAN FOSSIL FUEL OPERATIONS (DEVIATION 2024-O0006) (FEB 2024)**

**DFARS 252.228-7001 GROUND AND FLIGHT RISK (MAR 2023)** (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." In paragraph (a) references to "contract" or "contract Schedule" in the definitions for "aircraft", "covered aircraft" and "flight" means "the prime contract." Paragraph (f) is inapplicable in subcontracts for commercial products or commercial services. Any provisions within 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. Clause does not apply in subcontracts with Federal Aviation Administration (FAA) part 145 repair stations performing work pursuant to their FAA license.)

**DFARS 252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (DEC 2011)** (Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract.")

**DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014)** (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).)

**DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

**DFARS 252.239-7010 CLOUD COMPUTING SERVICES (JAN 2023)** (Applies if this Contract involves use of cloud services.)

**DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)** (Applies if this contract requires securing telecommunications.)

**NAVAIR 5252.211-9510 CONTRACTOR EMPLOYEES (NAVAIR ) (MAY 2011)**

**NAVAIR 5252.232-9529 INCURRED COST REPORTING AND PROGRESS REPORTING FOR SERVICES (NAVAIR) (DEC 2012)**

**NAVAIR 5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998)** (Applies if Seller will make shipments under this contract directly to the Government.)

**NAVAIR 5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR) (OCT 2005)** (Applies if Seller will make shipments under this contract directly to the Government.)

**NAVAIR 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)** (The term "prime contractor" means "Seller.")

**NAVAIR 5252.228-9501 LIABILITY INSURANCE (MAR 1999)** (Applies if Seller will be performing work on a Government installation. The blanks in the clause are completed as follows: TBD.)

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

##### **H-1 CONSIDERATION RELATED TO NON-COMPLIANCE WITH DFARS 252.225-7052**

The contractor has identified potential issues with compliance on the new DFARS clause 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (MAY 2024) and intends to request a Class Domestic Non-Availability Determination (DNAD) for any non-compliant magnets. The Government agrees that it will not seek consideration from the contractor in the event that relief from the requirements of DFARS clause 252.225-7052 is incorporated into this contract. The parties acknowledge that this H-clause, in and of itself, does not provide relief from the requirements of DFARS clause 252.225-7052.