

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
PRIME CONTRACT NUMBER FA8553-21-D-0001
United States Air Force FMS C-130J Long Term Sustainment (LTS)
Generated Using the 2020 Version of the Lockheed Martin CorpDocs

Original – May 3, 2021

Revision 1: August 16, 2023

Revision 2: May 7, 2024

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 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies unless SELLER is furnishing commercially available off-the-shelf items.)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 18)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020) (Note 4 applies in paragraph (b). Reports required by this clause will be made to LOCKHEED MARTIN.)

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

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (2018-O0013 DEVIATION) (APR 18) (Applies if the Contract exceeds \$700,000. Does not apply if SELLER is a small business concern. In paragraph (c), "Contracting Officer" means "LOCKHEED MARTIN." SELLER's subcontracting plan is incorporated herein by reference.)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applies where software or services will be retransferred to the Government.)

DFARS 252.203-7004 DISPLAY OF HOTLINE POSTERS (MAY 2019)

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD) CONTRACTS (DEVIATION) ALTERNATE I (DEC 19) (Applies if FAR 52.219-9 is included in this contract. Paragraph (g) is deleted.)

DFARS 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019)

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 PRACTICE OF FOREIGN GOVERNMENTS (APR 2003)

DFARS 252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (DEVIATION 2020-O0015)

DFARS 252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS-PROHIBITION ON FEES AND CONSIDERATION (APR 20)

DFARS 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

DFARS 252.243-7999 SECTION 3610 REIMBURSEMENT (DEVIATION 2020-O0021) (AUG 2020)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (Applies to subcontracts over \$150,000. "Government" means "LOCKHEED MARTIN." Not applicable to Commercial Items as defined in FAR 2.101.)

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:

DFARS 252.204-7012 Alternate I (Deviation).

If the requirement is related to a UK company within scope of the UK MOD ISN Number 2021/03, substitute the following paragraphs (e), (f), and (g) for paragraphs (e), (f), and (g) of the basic clause:

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to

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(1) Allow DoD to request the media or decline interest; or

(2) For any United Kingdom (UK) company within scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03, allow the national/designated security authority for the UK to coordinate with the DC3 so that the DC3 may request the national/designated security authority to provide information obtained from the media related to covered defense information provided by or developed for DoD that may have been compromised or to decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis, unless the Contractor is a United Kingdom (UK) company within scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor --

(1) Provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause; or

(2) If the Contractor is a United Kingdom (UK) company within scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03, assist in the damage assessment by --

(i) Carrying out its own internal damage assessment of information gathered in accordance with paragraph (e) of this clause; and

(ii) Providing the Contracting Officer with an assessment of the covered defense information that has been compromised.

DFARS 252.204-7020 Alternate I (Deviation).

If the requirement is related to a UK company within scope of the UK MOD ISN Number 2021/03, substitute the following paragraphs (c), (d), and (g)(2) for paragraphs (c), (d), and (g)(2) of the basic clause:

(c) Requirements. The Contractor, excluding any United Kingdom (UK) company within scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03, shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically assessing contractor implementation of NIST SP 800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically%20assessing%20contractor%20implementation%20of%20NIST%20SP%20800-171.html), if necessary.

(d) Procedures. Excluding any United Kingdom (UK) company within scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03, summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(g) Subcontracts.

(2) Excluding any subcontract or other contractual instrument with a United Kingdom (UK) company within scope of the UK Ministry of Defence (MOD) Industry Security Notice (ISN) Number 2021/03, the Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in <https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171>, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

Revision 2, dated May 7, 2024. The following clauses have been added:

DFARS 252.2047012 Alternate I (Deviation)

DFARS 252.2047020 Alternate I (Deviation).