

LOCKHEED MARTIN AERONAUTICS COMPANY
PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)
ADDITIONAL TERMS AND CONDITIONS
FOR SUBCONTRACTS/PURCHASE ORDERS UNDER
FA8232-22-D-0004

FALCON ENTERPRISE IDIQ

Generated using Lockheed Martin CorpDocs 2022 Version

Original: April 13, 2022

Revision 1: August 11, 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:

DFARS 252.225-7013 Duty-Free Entry (DEVIATION 2020-O0019) (JUL 2020) (In paragraph (c), "Government" and "Contracting Officer" means "Lockheed Martin." The prime contract number and identity of the Contracting Officer are contained elsewhere in this Contract. If this information is not available, contact Lockheed Martin's procurement representative.)

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 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)

FAR 52.203-16 Preventing Personal Conflicts of Interest (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold in FAR 2.101 and in which Seller employees will perform acquisition functions closely associated with inherently governmental functions.)

FAR 52.204-14 Service Contract Reporting Requirements (OCT 2016) (Applies if this Contract exceeds the thresholds in FAR 4.1703. “Contractor” means “Lockheed Martin.” The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words “The Contractor shall advise the subcontractor” are changed to “Lockheed Martin advises Seller.”)

FAR 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Applies if this Contract is an IDIQ type contract which exceeds the thresholds in FAR 4.1703. “Contractor” means “Lockheed Martin.” The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words “The Contractor shall advise the subcontractor” are changed to “Lockheed Martin advises Seller.”)

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

FAR 52.227-1 ALT I Authorization and Consent – Alternate I (APR 1984)

FAR 52.232-17 Interest (MAY 2014) (Applies if this Contract contains a FAR clause which expressly refer to an Interest clause.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applies if software of services will be retransferred to the Government.)

FAR 52.245-2 Government Property Installation Operation Services (APR 2012) (Applies if this is a service contract to be performed on a Government installation where Government-furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement.)

FAR 52.245-9 Use and Charges (APR 2012) (Applies if this Contract will involve the use of Government property.)

DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this Contract and Lockheed Martin will not assume responsibility for marking the property.)

DFARS 252.219-7003 (ALT I) Small Business Subcontracting Plan – Alternate I (DEC 2019) (Applies if FAR 52.219-9 Alt III applies to this contract.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (MAY 2019) (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

DFARS 252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015) (MAY 2020)

DFARS 252.228-7001 Ground and Flight Risk (JUN 2010) (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 agree to assume such risk of loss.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract exceeds \$150,000. “Government” means “Lockheed Martin.”)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies where items furnished by Seller will be subject to serialized tracking.)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (Deviation 2022-O00006) (NOV 2021) (“Contracting Officer” means “Lockheed Martin.”)

AFFARS 5342.242-9000 Contractor Access to Air Force Installations (OCT 2019) (Applies if Seller shall perform work on a Government installation. “Contracting Officer” means “Lockheed Martin.” In paragraph (e), “the prime contractor” means “Seller.”)

AFFARS 5352.242-9001 Common Access Cards (CACs) for Contractor Personnel (OCT 2019) (Applies if Seller shall perform work on a Government installation. All communication with the Government required by this clause shall be conducted through Lockheed Martin.)

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:

RESERVED