These Subcontract Flowdowns listed below are **in addition to** the CorpDocs terms and conditions contained in your purchase order for this program.

**A. INCORPORATION OF THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)**

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

**B. GOVERNMENT SUBCONTRACT**

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial product" means any such product as defined in FAR 2.101.

2. "Commercial service" means any such service as defined in FAR 2.101.

3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101

4. "Contract" means this contract.

5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

6. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom Lockheed Martin is contracting, acting as the immediate subcontractor to LOCKHEED MARTIN.

7. "Prime Contract" means the contract between LOCKHEED MARTIN and the U.S. Government or between LOCKHEED MARTIN and its higher-tier contractor who has a contract with the U.S. Government.

8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

**C. INDEMNITY**

SELLER shall indemnify and hold LOCKHEED MARTIN harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability, unallocability or unreasonableness, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse LOCKHEED MARTIN for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the SELLER or SELLER’s suppliers’ failure to comply with these U.S. Government Provisions and Clauses.

**D. AMENDMENTS REQUIRED BY PRIME CONTRACT**

RESERVED.

**E. PROVISIONS OF FAR/DFARS INCORPORATED BY REFERENCE**

The FAR/DFARS clauses listed herein are applicable to this Contract if required under the pertinent law or regulation. If the applicability condition(s) in the relevant law or regulation is(are) not met, or LOCKHEED MARTIN does not require information or data from SELLER to satisfy its obligations, the clause is not applicable to this Contract. The applicability statements, statutory references, and regulatory references set forth in the parentheticals, if any, after each clause below are for convenience only.

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| **Type** | **Clause No.** | **Title** | **Date** | **Modifications** |
| FAR | 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. | Jun-10 | "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged. |
| FAR | 52.215-23 ALT I | Alternate I - Limitations on Pass-Through Charges. | Oct-09 | Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted. |
| FAR | 52.219-9 ALT IV | Alternate IV - Small Business Subcontracting Plan | Sep-21 | 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. |
| FAR | 52.222-35 ALT I | Equal Opportunity for Veterans. | Jul-14 | "Government" means "Lockheed Martin." |
| FAR | 52.222-36 ALT I | Equal Opportunity for Workers with Disabilities | Jul-14 |  |
| FAR | 52.233-3 ALT I | Alternate I - Protest after Award. | Jun-85 |  |
| FAR | 52.239-1 | Privacy or Security Safeguards. | Aug-96 |  |
| FAR | 52.242-15 ALT I | Alternate I - Stop-Work Order. | Apr-84 |  |
| FAR | 52.243-2 ALT II | Alternate II - Changes-Cost-Reimbursement. | Apr-84 |  |
| FAR | 52.245-1 ALT 1 | Government Property. | Apr-12 |  |
| DFARS | 252.204-7000 | Disclosure of Information. | Oct-16 |  |
| DFARS | 252.204-7004 | Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management ... Removed by DPN | Feb-19 |  |
| DFARS | 252.208-7000 | Intent to Furnish Precious Metals as Government-Furnished Material. | Dec-91 |  |
| DFARS | 252.211-7008 | Use of Government-Assigned Serial Numbers | Sep-10 |  |
| DFARS | 252.225-7025 | Restriction on Acquisition of Forgings. | Dec-09 |  |
| DFARS | 252.227-7018 | Rights in Other Than Commercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program. | Nov-23 |  |
| DFARS | 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions. | Jan-11 |  |
| DFARS | 252.243-7002 | Requests for Equitable Adjustment. | Dec-12 |  |
| DFARS | 252.244-7000 | Subcontracts for Commercial Items. | Jan-21 |  |

**F. GOVERNMENT SUBCONTRACT CLAUSES INCORPORATED BY FULL-TEXT**

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| --- | --- | --- | --- |
| **Clause** | **Title** | **Date** | **Text** |
| C-227-H009 | ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) | Jan-19 | (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).(b)The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part. (c)These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings. (d)The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information. (e)The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate. (f)Compliance with this requirement is a material requirement of this contract. |
| D-211-H005 | H005 IDENTIFICATION MARKING OF PARTS - ALTERNATE I (NAVSEA) | Oct-18 | (a) For all parts not subject to the marking requirements in DFARS 252.211-7003 Item Unique Identification and Valuation, marking shall be accomplished in accordance with the following: (1)Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice. (2)Parts manufactured to Government specifications shall be marked as follows: (i)Electrical Parts - that is, all parts in electrical equipment and electrical parts when used in equipment which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D(2) dated 22 June 2018, or, where MIL-STD-1285D(2) does not cover such a part, in accordance with MIL-STD-130N(1) dated 16 November 2012. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed. (iii)Electronic Parts - that is, all parts in electronic equipment and electronic parts when used in equipment which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454B dated 15 April 2007 with Notice 1 dated 12 December 2012. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed. (iv)Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130N(1). (b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification. |
| F-242-H001 | CONTRACTOR NOTICE REGARDING LATE DELIVERY (NAVSEA) | Oct-18 | In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, the contractor shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however, such notice shall not constitute a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract. |