

### LOCKHEED MARTIN AERONAUTICS COMPANY

### PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

## ADDITIONAL TERMS AND CONDITIONS

### FOR SUBCONTRACTS/PURCHASE ORDERS UNDER

# FA8625-16-D-6458 Five Year Ordering Contract (FYOC)

Generated using Lockheed Martin CorpDocs Version 2017

27 April 2017 Original

08 January 2019 Revision 01

15 December 2020 Revision 02

26 April 2021 Revision 03

2 May 2023 Revision 04

18 September 2023 Revision 05

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.

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, the date or substance of the clause incorporated by said Prime Contract shall apply instead.

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:

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

C-130 Five Year Ordering Contract (FYOC) (Rev 5)

FA8625-16-D-6458



FAR 52.245-2 Government Property Installation Operation Services (Apr 2012) Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin."

FAR 52.245-9 Use and Charges (Apr 2012) Communications with the Government under this clause will be made through Lockheed Martin.

FAR 52.246-2 ALT I Alternate I Inspection of Supplies Fixed-Price (Jul 1985) "Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin."

FAR 52.246-15 Certificate of Conformance (Apr 1984) (Applies where SELLER will make direct shipments to the Government.)

DFARS 252.203-7002 Requirement to Inform Employees or Whistleblower Rights (Sep 2013)

DFARS 252.203-7004 Display of Fraud Hotline Posters (Oct 2015) Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.

DFARS 252.204-7009 Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Incident Information (Dec 2015) (Applies if this contract involves services that include support for the Go reporting.)

DFARS 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Af1 0 tuc88g0 G())TJETQ1:



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C-130 Five Year Ordering Contract (FYOC) (Rev 5)



H-122 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS FOR TECHNICAL DATA AND COMPUTER SOFTWARE (Dec 2016)



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

Revision 5, dated September 18, 2023. The following clauses have been modified or added:

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)

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