

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

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Contract. The applicability statements, statutory references, and regulatory references set forth in the parentheticals, if any, after each clause below are for convenience only.

Type	Clause No.	Title	Date	Modifications
FAR	52.204-23	Prohibition on Contracting for Hardware, Software, & Services Developed or Provided by Kaspersky Lab Covered Entities	Dec-2023	
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, o	Nov-2021	
FAR	52.215-20 ALT III	Alternate III - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.	Oct-1997	
FAR	52.215-21 ALT I	Alternate I - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications	Oct-2010	
FAR	52.215-21 ALT IV	Alternate IV - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications	Oct-2010	
FAR	52.215-23 ALT I	Alternate I - Limitations on Pass-Through Charges.	Oct-2009	
FAR	52.219-9 ALT IV	Alternate IV - Small Business Subcontracting Plan	Sep-2021	
FAR	52.244-6	Subcontracts for Commercial Products and Commercial Services.	Jan-2022	
FAR	52.245-1 Alt I	Government Property	Apr-2012	
FAR	52.245-9	Use and Charges.	Apr-2012	Communications with the Government under this clause will be made through Lockheed Martin.
DFARS	252.204-7000	Disclosure of Information.	Oct-2016	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days."
DFARS	252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct-2016	
DFARS	252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	May-2016	
DFARS	252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement.	Nov-2020	
DFARS	252.211-7008	Use of Government-Assigned Serial Numbers	Sep-2010	
DFARS	252.219-7003 ALT I	Alternate I - Small Business Subcontracting Plan (DoD Contracts).	Dec-2019	

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DFARS	252.225-7008	Restriction on Acquisition of Specialty Metals.	Mar-2013	
DFARS	252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions.	Jan-2011	Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.
DFARS	252.227-7018	Rights in Other Than Commercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program	Dec-2022	
DFARS	252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration.	Apr-2020	
DFARS	252.243-7002	Requests for Equitable Adjustment.	Dec-2012	"Government" means "Lockheed Martin."
DFARS	252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Jan-2021	

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

Clause	Title	Date	Text
C-202-H001	ADDITIONAL DEFINITIONS BASIC (NAVSEA)	Oct-2018	<p>C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018)</p> <p>(a) Department - means the Department of the Navy.</p> <p>(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.</p> <p>(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.</p> <p>(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:</p> <p>(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.</p> <p>(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.</p> <p>(End of text)</p>
C-211-H016	SPECIFICATIONS AND STANDARDS (NAVSEA)	Oct-2018	<p>C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)</p> <p>(a) Definitions.</p> <p>(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).</p> <p>(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.</p> <p>(b) Requirements. All zero-tier and first-tier references, as defined above, are</p>

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			<p>mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below. (End of text)</p>
C-227-H009	<p>ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA)</p>	<p>Jan-2019</p>	<p>C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)(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.(End of text)</p>
D-211-H001	<p>PACKAGING OF DATA (NAVSEA)</p>	<p>Feb-2022</p>	<p>D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022) Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117. (End of text)</p>
NIST SP 800-171 REV. 1	<p>NIST SP 800-171 REV. 1</p>	<p>Dec-2016</p>	<p>NIST SP 800-171 REV. 1 For compliance with DFARS 252.204-7012, the Contractor is authorized to implement the security requirements of NIST SP 800-171 Revision 1, dated, December 2016. (End of text)</p>
SECTION D & E	<p>NOTES ITEMS 0001, 0002</p>		<p>The Contractor shall preserve, package and pack items in a manner that ensures acceptance by a common carrier at the lowest rate and ensures protection against corrosion, deterioration, and other physical, mechanical, or electrical damage during shipment from the Contractor to the point of delivery. Shipping containers and packing methods shall conform to the Uniform Freight Classification Rules and Regulations, or other carrier regulations as applicable to</p>

			<p>the mode of transportation and may conform to the supplier's commercial practice when such practice meets these requirements. Electrostatic Discharge (ESD) Sensitive Items: Preservation and Packaging: Preservation and packaging shall be sufficient to afford adequate protection against corrosion, deterioration, and physical damage during shipment from the supplier to point of delivery and may conform to the contractor's commercial practice when such practice meets these requirements. The contractor shall assure that its design-engineering department identifies ESD sensitive microcircuits and communicates the essential precautions to all in-plant personnel handling and packaging material. All microcircuits, which are subject to degradation by ESD, shall be packaged in antistatic material with an external conductive field shielding barrier, as defined in paragraph 5.1 of MIL-M-38510. A label shall be affixed to each unit package, advising that the contents can be destroyed by static electricity and shall be handled only by personnel instructed in the necessary precautions, and who are grounded by wrist strips or floor mats. Packing shall be accomplished in a manner that will ensure acceptance by common carrier at the lowest rate and will afford protection against physical or mechanical damage during direct shipment. Containers or method of packing shall conform to the Uniform Freight Classification Rules and Regulations or other carrier regulations as applicable to the mode of transportation and may conform to the supplier's commercial practice when such practice meets these requirements.</p>
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