

**Prime Contract Flow Downs Rev 01**  
**For POs issued under US Prime N00024-23-C-6411**

**A. INCORPORATION OF FAR AND DFARS CLAUSES**

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 Item" means a commercial item as defined in FAR 2.101.
  2. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
  3. "Contract" means this contract.
  4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
  5. "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.
  6. "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.
  7. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

**C. NOTES**

- (a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.
1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.
  2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
  3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.
  4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.
  5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.
  6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.
  7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

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8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

**Supplemental Terms Added:**

- 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations.**
- 252.225-7008 Restriction on Acquisition of Specialty Metals.**
- 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools.**
- 252.225-7025 Restriction on Acquisition of Forgings.**
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments.**
- 252.243-7002 Requests for Equitable Adjustment.**
- 252.246-7001 Warranty of data.**
- 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales.**
- 52.204-2 Security Requirements.**
- 52.225-13 Restrictions on Certain Foreign Purchases.**
- 52.244-6 Subcontracts for Commercial Products and Commercial Services.**
- 252.244-7000 Subcontracts for Commercial Items.**
- 252.227-7018 Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program.**