

Integrated Submarine Imaging System Program Flow Downs, Rev 1  
 Prime Contract N00024-18-C-6258  
 Supplemental Terms for Commercial and Non-Commercial Products, Revision 1

**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.

**Supplemental Term(s) Added:**

| Clause No.        | Title  | Date      | Modifications                                  | Notes                             |
|-------------------|--|-----------|--|-----------------------------------|
| 52.215-20 ALT III | Alternate III - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.              | 10/1/2010 | "Contracting Officer" means "Lockheed Martin." | Applies to Subcontracts over \$2M |
| 52.215-20 ALT IV  | Alternate IV - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. | 10/1/1997 | "Contracting Officer" means "Lockheed Martin." | Applies to Subcontracts over \$2M |

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| Clause No.       | Title   | Date      | Modifications   | Notes  |
|------------------|---|-----------|---|--|
| 52.215-21 ALT IV | Alternate IV - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications | 10/1/2010 | "Contracting Officer" means "Lockheed Martin" in paragraphs (a)(1) and (b). | Applies to Subcontracts over \$2M                              |
| 52.244-6         | Subcontracts for Commercial Items.  | 7/1/2021  |   |  |
| 252.204-7008     | Compliance with Safeguarding Covered Defense Information Controls.  | 10/1/2016 |   | Non-Commercial Product Only                                    |
| 252.225-7015     | Restriction on Acquisition of Hand or Measuring Tools.  | 6/1/2005  |   |  |
| 252.225-7025     | Restriction on Acquisition of Forgings  | 12/1/2009 |   | Non Commercial Product Only                                    |
| 252.244-7000     | Subcontracts for Commercial Items   | 1/1/2021  |   |  |
| 252.243-7002     | Requests for Equitable Adjustment.  | 12/1/2012 | "Government" means "Lockheed Martin."                                       | Non-Commercial Product Only for Purchase Orders over \$150,000 |

### NAVSEA Clauses

**2252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)**

*(Applies to Purchase Orders over \$500,000 for Commercial and Non-Commercial Product)*

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
 P.O. Box 8000  
 Corona, CA 92878-8000

Phone: (951) 898-3207  
 FAX: (951) 898-3250  
 Internet: <http://www.gidep.org>