

**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
52.204-2	Security Requirements.	Mar-21	Applies only if this contract involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this contract.
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Aug-19	
52.215-12	Subcontractor Certified Cost or Pricing Data.	Jun-20	Applies if this contract exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 and is not otherwise exempt

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			from the requirement to provide cost or pricing data.
52.224-1	Privacy Act Notification.	Apr-84	
52.225-13	Restrictions on Certain Foreign Purchases.	Feb-21	Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.
52.227-1 ALT I	Alternate I - Authorization and Consent.	Apr-84	
52.233-3 ALT I	Alternate I - Protest after Award.	Jun-85	"Protest" means "protest under the prime contract," and "Contracting Officer" and "Government" mean "Lockheed Martin." "30 days" is changed to "20 days."
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan-21	Copies if reports provided by Seller under this clause will be provided to Lockheed Martin.
252.225-7008	Restriction on Acquisition of Specialty Metals.	Mar-13	
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	Jan-23	The clause does not apply where an exception in paragraph (c) applies.
252.228-7001	Ground and Flight Risk.	Jun-10	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." In paragraph (a) references to "contract" or "contract Schedule" in the definitions for "aircraft", "covered aircraft" and "flight" means "the prime contract." Paragraph (f) is inapplicable in subcontracts for commercial products or commercial services. Any provisions within 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. Clause does not apply in subcontracts with Federal Aviation Administration (FAA) part 145 repair stations performing work pursuant to their FAA license.
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Jan-23	