

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
52.246-1	Contractor Inspection Requirements	Apr-84	"Government" means "Lockheed Martin."
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Jun-10	None.
52.219-9 ALT III	Small Business Subcontracting Plan	Jan-17	Applies if this contract exceeds the threshold at FAR 19.702(a) . Does not apply if Seller is a small business concern. "Contracting Officer" means "Lockheed Martin" in paragraph (c). Seller's subcontracting plan is incorporated herein by reference.
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	Mar-15	In paragraph (d) "Contracting Officer" means "Contracting Officer and Lockheed Martin." In paragraph (e), "Government" means "Lockheed Martin."

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52.223-15	Energy Efficiency in Energy-Consuming Products	Dec-07	N/A.
52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products	Oct-15	N/A.
52.243-1 ALT I	Changes -- Fixed-Price	Apr-84	"Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.
52.243-1 ALT II	Changes -- Fixed-Price	Apr-84	"Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.
252.204-7000	Disclosure of Information	Oct-16	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days."
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services	Dec-91	Applies if this contract requires securing telecommunications.
252.243-7002	Requests for Equitable Adjustment	Dec-12	"Government" means "Lockheed Martin."
52.243-1 ALT V	Changes -- Fixed-Price	Apr-84	"Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.
252.228-7001	Ground and Flight Risk	Jun-10	In paragraph (a)(1)(i) "this contract" means "the prime contract." 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." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of 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.
252.219-7003 (DEVIATION)	Small Business Subcontracting Plan (DoD Contracts) - Basic	Dec-17	Applies if FAR 52.219-9 is included in this contract.
252.219-7003 ALTERNATE I	Small Business Subcontracting Plan (DoD Contracts) - Basic	Dec-17	Applies if FAR 52.219-9 is included in this contract.
252.225-7001 ALT I	Buy American and Balance of Payments Program	Dec-17	None.
52.222-48	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification	May-14	None.

252.234-7003	Notice of Cost and Software Data Reporting System	Nov-14	N/A.
252.239-7017	Notice of Supply Chain Risk	Nov-13	"Government" means "Lockheed Martin and the Government"

H012 Elimination of Use of Class I Ozone Depleting Substances (ODS) (NOV 2012)

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[Note: This prohibition does not apply to manufacturing.]