**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**:

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| --- | --- | --- | --- |
| **Clause No.**  | **Title**  | **Date** | **Modifications** |
| 52.242-15 ALT I  | Alternate I - Stop-Work Order. | 4/1/1984 |  |
| 52-211-5 | MATERIAL REQUIREMENTS | 8/1/2000 |  |
| 52.215-12  | Subcontractor Certified Cost or Pricing Data. | 10/1/2010 | 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 from the requirement to provide cost or pricing data. |
| 52.229-8  | TaxesÂ Foreign Cost-Reimbursement Contracts. | 3/1/1990 | In paragraph (b), "Contracting Officer" and"Government of the United States" mean "Lockheed Martin."  The blank is completed with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| 52.232-25 ALT I  | Alternate I - Prompt Payment. | 2/1/2002 |  |
| 52.232-39  | Unenforceability of Unauthorized Obligations. | 6/1/2013 | None. |
| 52.245-9  | Use and Charges. | 4/1/2012 | Communications with the Government under this clause will be made through Lockheed Martin. |
| 252.204-7000  | Disclosure of Information. | 10/1/2016 | In paragraph (b) "ContractingOfficer" means "Lockheed Martin" and "10 days" means "20days." |
| 252.219-7004  | Small Business Subcontracting Plan (Test Program). | 4/1/2018 |  |
| 252.225-7027  | Restriction on Contingent Fees for Foreign Military Sales. | 4/1/2003 | The reference to the clause inparagraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) iscompleted with "any Government."  Subparagraph (b)(2) isdeleted. |
| 252.225-7028  | Exclusionary Policies and Practices of Foreign Governments. | 4/1/2003 | N/A. |
| 252.243-7002  | Requests for Equitable Adjustment. | 12/1/2012 | "Government" means "LockheedMartin." |
| 252.244-7000  | Subcontracts for Commercial Items. | 6/1/2013 | None. |
| 252.247-7003  | Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer. | 6/1/2013 | Communication with the Contracting Officer shall be made through Lockheed Martin. |
| 5352.201-9101 | OMBUDSMAN | 6/1/2023 |  |
| 5352.223-9000 | ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) | 11/1/2012 |  |
| 52.202-1  | Definitions. | 6/1/2020 |  |
| 52.203-10  | Price or Fee Adjustment for Illegal or Improper Activity. | 5/1/2014 |  |
| 52.203-3  | Gratuities. | 4/1/1984 | N/A. |
| 52.203-5  | Covenant Against Contingent Fees. | 5/1/2014 | N/A. |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. | 5/1/2014 | N/A. |
| 52.204-14  | Service Contract Reporting Requirements. | 10/1/2016 | Applies if this Contract exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. "Contractor" means "Lockheed Martin." The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Lockheed Martin advises Seller". |
| 52.215-14 ALT I  | Alternate I - Integrity of Unit Prices. | 10/1/1997 |  |
| 52.232-17  | Interest. | 5/1/2014 | "Government" means "LockheedMartin." |
| 52.233-3 ALT I  | Alternate I - Protest after Award. | 6/1/1985 |  |
| 52.243-2 ALT I  | Alternate I - Changes-Cost-Reimbursement. | 4/1/1984 |  |
| 52.211-8 ALT I  | Alternate I - Time of Delivery. | 4/1/1984 |  |
| 52.222-42  | Statement of Equivalent Rates for Federal Hires. | 5/1/2014 | Applies if this subcontract is subject toFAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract. |
| 252.204-7020  | NIST SP 800-171 DoD Assessment Requirements. | 11/1/2023 |  |
| 252.225-7056  | Prohibition Regarding Business Operations with the Maduro Regime. | 1/1/2023 |  |
| 252.225-7058  | Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. | 1/1/2023 |  |
| 252.225-7060  | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | 6/1/2023 |  |
| 252.225-7975  | Additional Access to Contractor and Subcontractor Records. (DEVIATION 2020-O0022) | 8/1/2020 |  |
| 252.237-7010  | Prohibition on Interrogation of Detainees by Contractor Personnel. | 1/1/2023 | None. |
| 252.245-7005  | Management and Reporting of Government Property. | 1/1/2024 |  |
| 52.222-56  | Certification Regarding Trafficking in Persons Compliance Plan. | 10/1/2020 | In paragraph (d) "Contracting Officer"  means "Contracting Officer and Lockheed Martin."  In paragraph (e), "Government" means "Lockheed Martin." |
| 52.243-2 ALT II  | Alternate II - Changes-Cost-Reimbursement. | 4/1/1984 |  |
| 52.211-8 ALT III  | Alternate III - Time of Delivery. | 4/1/1984 |  |