

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.	Date	Title	Modifications
52.202-1	6/1/2020	Definitions.	N/A.
52.203-10	5/1/2014	Price or Fee Adjustment for Illegal or Improper Activity.	
52.203-15	6/1/2010	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	None.
52.203-3	4/1/1984	Gratuities.	N/A.
52.203-5	5/1/2014	Covenant Against Contingent Fees.	N/A.

52.203-8	5/1/2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	N/A.
52.204-24	11/1/2021	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	
52.209-3 ALT I	9/1/1989	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING	
252.204-7000	10/1/2016	Disclosure of Information.	In paragraph (b) "ContractingOfficer" means "Lockheed Martin" and "10 days" means "20days."
252.204-7008	10/1/2016	Compliance with Safeguarding Covered Defense Information Controls.	
252.204-7019	3/1/2022	Notice of NIST SP 800-171 DoD Assessment Requirements.	
52.209-4	9/1/1989	First Article Approval Government Testing.	N/A.
52.209-4 ALT I	9/1/1989	FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING	
252.209-7010	8/1/2011	Critical Safety Items.	N/A.
252.211-7007	3/1/2022	Reporting of Government-Furnished Property.	Applies if Seller will be in possession of Government property for the performance of this contract.
52.215-14 ALT I	10/1/1997	Alternate I - Integrity of Unit Prices.	
52.215-22	10/1/2009	Limitations on Pass-Through Charges- Identification of Subcontract Effort.	
52.219-1	10/1/2022	Small Business Program Representations.	N/A.
52.227-3	4/1/1984	Patent Indemnity.	N/A.
52.232-17	5/1/2014	Interest.	"Government" means "LockheedMartin."
252.243-7002	12/1/2022	Requests for Equitable Adjustment.	"Government" means "LockheedMartin."

52.232-39	6/1/2013	Unenforceability of Unauthorized Obligations.	None.
252.244-7000	1/1/2023	Subcontracts for Commercial Products or Commercial Services.	None.
252.245-7004	12/1/2017	Reporting, Reutilization, and Disposal.	"Contracting Officer" means Lockheed Martin.
52.245-9	4/1/2012	Use and Charges.	Communications with the Government under this clause will be made through Lockheed Martin.
52.246-1	4/1/1984	Contractor Inspection Requirements.	"Government" means "LockheedMartin."
52.246-11	12/1/2014	Higher-Level Contract Quality Requirement.	N/A.
252.217-7026	1/1/2023	Identification of Sources of Supply.	The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified.
52.246-15	4/1/1984	Certificate of Conformance.	N/A.