**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** |
| 252.246-7001 | Warranty of data. | Mar-14 | "Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government." |
| 252.204-7000 | Disclosure of Information. | Oct-16 | In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days." |
| 52.246-15 | Certificate of Conformance. | Apr-84 |  |
| 252.211-7007 | Reporting of Government-Furnished Property. | Aug-12 | Applies if Seller will be in possession of Government property for the performance of this contract. |
| 252.243-7002 | Requests for Equitable Adjustment. | Dec-12 | "Government" means "Lockheed Martin." |
| 252.244-7000 | Subcontracts for Commercial Items. | June-13 |  |
| 252.239-7001 | Information Assurance Contractor Training and Certification. | Jan-08 |  |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property. | Apr-12 |  |
| 252.245-7004 | Reporting, Reutilization, and Disposal. | Dec-17 | "Contracting Officer" means Lockheed Martin. |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | Feb-19 |  |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Dec-19 | Copies if reports provided by Seller under this clause will be provided to Lockheed Martin. |
| 252.237-7023 | Continuation of Essential Contractor Services. | Oct-10 | "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin. |
| 52.204-2 | Security Requirements. | Aug-96 | 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. |
| 52.222-43 | Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). | Aug-18 | Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract. |
| 52.227-3 | Patent Indemnity. | Apr-84 |  |
| 52.232-17 | Interest. | May-14 | "Government" means "Lockheed Martin." |
| 52.239-1 | Privacy or Security Safeguards. | Aug-96 |  |
| 52.244-6 | Subcontracts for Commercial Items. | Aug-19 |  |
| 52.245-9 | Use and Charges. | Apr-12 | Communications with the Government under this clause will be made through Lockheed Martin. |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | June-13 |  |
| 52.203-16 | Preventing Personal Conflicts of Interest | Aug-18 |  |
| 52.215-12 | Subcontractor Certified Cost or Pricing Data | May-18 | 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. |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions. | Jan-11 | Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted. |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. | Dec-19 |  |
| 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." |
| 52.225-13 | Restrictions on Certain Foreign Purchases. | Jun-08 | Communication required under this clause from/to Seller to/from the Contracting  Officer shall be through Lockheed Martin. |
| 52.204-27 | Prohibition on a Bytedance covered application | Jun-23 |  |