

**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.

**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.

**C. C. NOTES**

(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.
2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.
4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.
6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.
7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.
8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

### Supplemental Term(s) Added:

In addition to the FAR/DFAR flow down requirements contained within CORPDOC 3 & 3A, the following FAR/DFAR and NAVSEA requirements listed herein shall apply to this request for proposal and any resulting subcontract:

CONTRACT NO.  
**N00024-16-C-6251**

Type	Clause No	Date	Title	Needed Modifications
DFARS	252.243-7002	12/1/2012	Requests for Equitable Adjustment.	"Government" means "Lockheed Martin."
FAR	52.228-3	7/1/2014	Workers' Compensation Insurance (Defense Base Act).	Applies if Seller will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)
FAR	52.227-6	4/1/1984	Royalty Information.	None.
FAR	52.204-27	6/1/2023	Prohibition on a ByteDance Covered Application	<i>Covered application</i> means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
FAR	52.203-15	6/1/2010	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	None.
DFARS	252.228-7001	6/1/2010	Ground and Flight Risk.	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.
DFARS	252.225-7036	6/1/2022	Buy American-Free Trade Agreements--Balance of Payments Program.	None.
DFARS	252.225-7028	4/1/2003	Exclusionary Policies and Practices of Foreign Governments.	N/A.

FAR	52.219-9	11/1/2021	Small Business Subcontracting Plan.	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.
DFARS	252.219-7003	12/1/2019	Small Business Subcontracting Plan (DoD Contracts).	Applies if FAR 52.219-9 is included in this contract.