

**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	Needed Modifications
52.204-2	Security Requirements.	8/1/1996	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.
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.	11/1/2015	N/A
52.222-17	Nondisplacement of Qualified Workers	5/1/2014	N/A

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252.244-7000	Subcontracts for Commercial Items.	6/1/2013	None.
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	5/1/2016	None.
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	12/1/2019	Copies of reports provided by Seller under this clause will be provided to Lockheed Martin.
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus.	3/1/2012	
252.211-7005	Substitutions for Military or Federal Specifications and Standards.	11/1/2005	
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales.	4/1/2003	The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.
252.245-7002 (Dev)	Reporting Loss of Government Property (DEVIATION 2020-O0004)	2/1/2020	
252.245-7004(deviation)	(DEVIATION 2022-O0006) A Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006)	11/1/2021	