

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	Modifications
52.232-39	Unenforceability of Unauthorized Obligations.	6/1/2013	None.
252.204-7000	Disclosure of Information.	10/1/2016	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days."
252.217-7028	Over and Above Work.	12/1/1991	"Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.
252.234-7004	Cost and Software Data Reporting System.	11/1/2014	In paragraph (b), "Government" means Lockheed Martin.
252.239-7001	Information Assurance Contractor Training and Certification.	1/1/2008	None.
252.243-7002	Requests for Equitable Adjustment.	12/1/2012	"Government" means "Lockheed Martin."

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252.245-7004	Reporting, Reutilization, and Disposal.	9/1/2016	"Contracting Officer" means Lockheed Martin.
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Section	Title	Text
H-4	Availability to Contractor Personnel/ Access to Facilities	During the progress of work called for herein, the contractor shall make available for conference(s) with the Government, any of its personnel or subcontractor personnel engaged in the performance of work. The contractor shall ensure that all subcontractors provide the Government with the right to have, through the contractor, reasonable access to all subcontractors and their facilities on a continuing basis for any reviews the Government may desire to accomplish. The contractor and its subcontractors shall provide reasonable access to existing office space and other facilities for these reviews for a reasonable number of Government representatives at no change in contract price.