**A. INCORPORATION OF THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)**

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 product" means any such product as defined in FAR 2.101.

2. "Commercial service" means any such service as defined in FAR 2.101.

3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101

4. "Contract" means this contract.

5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.

6. "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.

7. "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.

8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

**C. INDEMNITY**

SELLER shall indemnify and hold LOCKHEED MARTIN harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability, unallocability or unreasonableness, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse LOCKHEED MARTIN for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the SELLER or SELLER’s suppliers’ failure to comply with these U.S. Government Provisions and Clauses.

**D. AMENDMENTS REQUIRED BY PRIME CONTRACT**

RESERVED

**E. PROVISIONS OF FAR/DFARS INCORPORATED BY REFERENCE**

The FAR/DFARS clauses listed herein are applicable to this Contract if required under the pertinent law or regulation. If the applicability condition(s) in the relevant law or regulation is(are) not met, or LOCKHEED MARTIN does not require information or data from SELLER to satisfy its obligations, the clause is not applicable to this Contract. The applicability statements, statutory references, and regulatory references set forth in the parentheticals, if any, after each clause below are for convenience only.

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| --- | --- | --- | --- | --- |
| **Type** | **Clause No.**  | **Title**  | **Date** | **Modifications** |
| FAR | 52.232-16 | Progress Payments | Jun-2020 | "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and(i) where it means "Lockheed Martin and the Government." |
| FAR | 52.232-32 | Performance-Based Payments | Apr-2012 | "Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted. |
| FAR | 52.204-2 | Security Requirements | Mar-2021 | 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. |
| FAR | 52.215-12 | Subcontractor Certified Cost or Pricing Data | Jun-2020 | Applies whenever Seller was required to furnish certified cost or pricing data in connection with this contract. "The Contracting Officer" means "Lockheed Martin or the Contracting Officer." "United States" and "Government" mean "Lockheed Martin." The rights and obligations under this clause shall survive completion of the work and final payment under this contract. |
| FAR | 52.232-16IIA | Alternate II - (DEVIATION 2020-O0010) Progress Payments. (DEVIATION 2020-O0010) | Jun-2020 |  |
| FAR | 52.232-17 | Interest | May-2014 | "Government" means "Lockheed Martin." |
| FAR | 52.232-39 | Unenforceability of Unauthorized Obligations | Jun-2013 |  |
| FAR | 52.244-6 | Subcontracts for Commercial Items | Jul-2021 |  |
| FAR | 52.245-9 | Use and Charges | Apr-2012 | Communications with the Government under this clause will be made through Lockheed Martin. |
| FAR | 52.215-12A | (Deviation 2018-O0015) Subcontractor Certified Cost or Pricing Data (Deviation 2018-O0015) | Jun-2020 |  |
| FAR | 52.204-27 | Prohibition on a ByteDance Covered Application | Jun-2023 |  |
| DFARS | 252.204-7000 | Disclosure of Information | Oct-2016 | In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days." |
| DFARS | 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | Jan-2021 | Copies if reports provided by Seller under this clause will be provided to Lockheed Martin. |
| DFARS | 252.211-7006 | Passive Radio Frequency Identification | Dec-2019 |  |
| DFARS | 252.211-7007 | Reporting of Government-Furnished Property | Aug-2012 | Applies if Seller will be in possession of Government property for the performance of this contract. |
| DFARS | 252.211-7008 | Use of Government-Assigned Serial Numbers | Sep-2020 |  |
| DFARS | 252.219-7004 | Small Business Subcontracting Plan (Test Program) | May-2019 |  |
| DFARS | 252.225-7008 | Restriction on Acquisition of Specialty Metals | Mar-2013 |  |
| DFARS | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools | Jun-2005 |  |
| DFARS | 252.225-7025 | Restriction on Acquisition of Forgings | Dec-2009 | Applies if the Work contains forging items described by the clause. |
| DFARS | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales | Apr-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. |
| DFARS | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments | Apr-2003 |  |
| DFARS | 252.243-7002 | Requests for Equitable Adjustment | Dec-2012 | "Government" means "Lockheed Martin." |
| DFARS | 252.244-7000 | Subcontracts for Commercial Products or Commercial Services | Jan-2021 |  |
| DFARS | 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | Apr-2012 |  |
| DFARS | 252.245-7004 | Reporting, Reutilization, and Disposal | Dec-2017 |  |