**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** |
| 52.204-2  | Security Requirements | Mar-21 | 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. |
| 52.215-12 (DEVIATION 2022-O0001) | Subcontractor Certified Cost or Pricing Data | Oct-21 |  |
| 52.215-21 ALT II | Alternate II - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications. | Oct-17 |  |
| 52.225-13 | Restrictions on Certain Foreign Purchases | Feb-21 | Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin. |
| 52.232-39 | Unenforceability of Unauthorized Obligations | Jun-13 |  |
| 52.239-1 | Privacy or Security Safeguard | Aug-96 |  |
| 52.239-1 | Changes-Cost Reimbursement | Aug-87 |  |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services | Jun-23 |  |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications | Jan-23 | Copies if reports provided by Seller under this clause will be provided to Lockheed Martin. |
| 252.219-7004 | Small Business Subcontracting Plan (Test Program) | Dec-22 |  |
| 252.225-7001 | Buy American and Balance of Payments Program | Jan-23 |  |
| 252.225-7972 | Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) | May-20 |  |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | Jan-23 |  |
| 252.243-7002 | Requests for Equitable Adjustment | Dec-22 | "Government" means "Lockheed Martin." |
| 252.244-7000 | Subcontracts for Commercial Products or Commercial Services | Jan-23 |  |
| 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." |
| 252.246-7007 | Contractor Counterfeit Electronic Part Detection and Avoidance System | Jan-23 |  |
| 252.246-7008 | Sources of Electronic Parts | Jan-23 |  |
| 52.229-8 | Taxes Foreign Cost-Reimbursement Contracts | Mar-90 | In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin."  The blank is completed with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
| 52.243-2 ALT II | Alternate II - Changes-Cost-Reimbursement | Apr-84 |  |
| 52.215-21 ALT III | Alternate III - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications | Oct-97 |  |