

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
252.204-7000	Disclosure of Information.	10/1/2016	
252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	1/1/2023	
252.204-7014	LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS	1/1/2023	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	6/1/2008	
252.225-7008	RESTRICTION ON ACQUISITION OF SPECIALTY METALS	3/1/2013	
252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALUM, AND TUNGSTEN	1/1/2023	

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252.225-7054	PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION	1/1/2023	
252.225-7055	REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME	5/1/2022	
252.225-7056	PROHIBITION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME	1/1/2023	
252.225-7057	PREAWARD DISCLOSURE OF EMPLOYMENT OF INDIVIDUALS WHO WORK IN THE PEOPLE'S REPUBLIC OF CHINA	8/1/2022	
252.225-7062	RESTRICTION ON ACQUISITION OF LARGE MEDIUM-SPEED DIESEL ENGINES	7/1/2023	
252.204-7024	NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM	3/1/2023	
252.239-7098	PROHIBITION ON CONTRACTING TO MAINTAIN OR ESTABLISH A COMPUTER NETWORK UNLESS SUCH NETWORK	4/1/2021	
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	6/1/2013	
252.225-7001 ALT I	Alternate I Buy American and Balance of Payments Program.	1/1/2023	