**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** |
| 252.244-7000  | Subcontracts for Commercial Items. | Jan-21 |  |
| 252.225-7040  | Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States. | Oct-15 | Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through Lockheed Martin. |
| 52.225-19  | Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United | May-20 | "Contracting Officer" means "Lockheed Martin." The blank in subparagraph (i)(1)(ii) is completed with "Regional Security Officer" unless otherwise specified. |
| 252.211-7007  | Reporting of Government-Furnished Property. | Mar-22 | Applies if Seller will be in possession of Government property for the performance of this contract. |
| 252.243-7002  | Requests for Equitable Adjustment. | Dec-12 | "Government" means "Lockheed Martin." |
| 252.245-7001  | Tagging, Labeling, and Marking of Government-Furnished Property. | Apr-12 | N/A. |
| 252.204-7018  | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Jan-21 | Copies if reports provided by Seller under this clause will be provided to Lockheed Martin. |
| 252.225-7056  | Prohibition Regarding Business Operations with the Maduro Regime. | May-22 |  |
| 252.225-7993  | Prohibition on Providing Funds to the Enemy. (DEVIATION 2020-O0022) | Aug-20 |  |
| 252.225-7972  | (DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) | May-20 |  |
| 252.245-7004  | Reporting, Reutilization, and Disposal | Nov-21 | "Contracting Officer" means Lockheed Martin. |
| 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. |
| 52.244-6  | Subcontracts for Commercial Products and Commercial Services. | Jan-22 | None. |
| 52.245-9  | Use and Charges. | Apr-12 | Communications with the Government under this clause will be made through Lockheed Martin. |
| 52.232-39  | Unenforceability of Unauthorized Obligations. | Jun-13 | None. |
| 52.232-32  | Performance-Based Payments. | Apr-12 | "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. |
| 52.204-27  | Prohibition on a Bytedance covered application  | Jun-23 |  |