**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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| Type | Clause No | Date | Title | Needed Modifications |
| FAR | 52.242-15 ALT I | Apr-84 | Alternate I - Stop-Work Order. |  |
| DFARS | 252.204-7004 | Jan-23 | Antiterrorism Awareness Training for Contractors. |  |
| DFARS | 252.204-7018 | Jan-23 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Copies if reports provided by Seller under this clause will be provided to Lockheed Martin. |
| AFFARS | 5352.204-9000 | Jun-23 | Notification of Government Security Activity and Visitor Group Security Agreements |  |
| AFFARS | 5352.209-9000 | Jun-23 | (DEVIATION) Organizational Conflict of Interest |  |
| DFARS | 252.217-7028 | Dec-91 | Over and Above Work. | "Administrative ContractingOfficer," "Contracting Officer," and "Government"mean Lockheed Martin. Paragraph (f) is deleted. |
| DFARS | 252.225-7061 | Jan-23 | Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations. |  |
| DFARS | 252.225-7972 | May-20 | (DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015) | |
| AFFARS | 5352.223-9000 | Jun-23 | Elimination of Use of Class I Ozone Depleting Substances (ODS) |  |
| AFFARS | 5352.223-9001 | Jun-23 | Health and Safety on Government Installations |  |
| DFARS | 252.229-7014 | Oct-22 | Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements. |  |
| FAR | 52.232-39 | Jun-13 | Unenforceability of Unauthorized Obligations. |  |
| DFARS | 252.237-7023 | Oct-10 | Continuation of Essential Contractor Services. | "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin. |
| AFFARS | 5352.242-9000 | Nov-12 | Contractor Access to Air Force Installations |  |
| AFFARS | 5352.242-9001 | Jun-23 | Common Access Cards (CAC) for Contractor Personnel |  |
| FAR | 52.243-2 ALT I | Apr-84 | Alternate I - Changes-Cost-Reimbursement. |  |
| FAR | 52.243-2 ALT II | Apr-84 | Alternate II - Changes-Cost-Reimbursement. |  |
| DFARS | 252.243-7002 | Dec-22 | Requests for Equitable Adjustment. | "Government" means "LockheedMartin." |
| FAR | 52.245-9 | Apr-12 | Use and Charges. | Communications with the Government under this clause will be made through Lockheed Martin. |
| DFARS | 252.204-7008 | Oct-16 | Compliance with Safeguarding Covered Defense Information Controls. |  |
| DFARS | 252.204-7019 | Mar-22 | Notice of NIST SP 800-171 DoD Assessment Requirements. |  |
| DFARS | 252.225-7057 | Aug-22 | Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China. |  |
| DFARS | 252.227-7017 | Jan-23 | Identification and Assertion of Use, Release, or Disclosure Restrictions. | Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted. |
| FAR | 52.204-24 | Nov-21 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. | |
| DFARS | 252.204-7024 | Mar-23 | Notice on the Use of the Supplier Performance Risk System. |  |
| DFARS | 252.215-7009 | Mar-23 | Proposal Adequacy Checklist |  |
| DFARS | 252.215-7010 ALT I | Jan-23 | Alternate I Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. |  |
| DFARS | 252.217-7026 | Jan-23 | Identification of Sources of Supply. | The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified. |
| DFARS | 252.225-7973 | May-20 | (DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems-Representation. (DEVIATI | |
| DFARS | 252.225-7056 | Jan-23 | Prohibition Regarding Business Operations with the Maduro Regime. |  |
| DFARS | 252.245-7005 | Jan-24 | Management and Reporting of Government Property. |  |