**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.

**C. NOTES**

(a) The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "LOCKHEED MARTIN" for "Government" or "United States" throughout this clause.

2. Substitute "LOCKHEED MARTIN Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.

3. Insert "and LOCKHEED MARTIN" after "Government" throughout this clause.

4. Insert "or LOCKHEED MARTIN" after "Government" throughout this clause.

5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through LOCKHEED MARTIN.

6. Insert "and LOCKHEED MARTIN" after "Contracting Officer", throughout the clause.

7. Insert "or LOCKHEED MARTIN PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.

8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

**Supplemental Term(s) Added**:

Notes numbers if used from above are the same notes from the LM Corp Docs that are part of the purchase order plus those noted below:

| **Clause #** | **Title** | **Version** | **Notes** |
| --- | --- | --- | --- |
| 52.203-7 | Anti-Kickback Procedures. | 6/1/2020 | Paragraph (c)(1) does not apply. |
| 52.203-16 | Preventing Personal Conflicts of Interest. | 6/1/2020 | None. |
| 52.204-2 | Security Requirements. | 3/1/2021 | 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. |
| 52.225-13 | Restrictions on Certain Foreign Purchases. | 2/1/2021 | Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin. |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. | 10/1/2020 | N/A |
| 52.204-5 | Women-Owned Business (Other Than Small Business). | 10/1/2014 | N/A. |
| 52.224-1 | Privacy Act Notification. | 4/1/1984 | None. |
| 52.224-2 | Privacy Act. | 4/1/1984 | Applies if this contract is for the design, development, or operation of such a system of records. |
| 52.225-19 | Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United | 2/1/2021 | "Contracting Officer" means "Lockheed Martin." The blank in subparagraph (i)(1)(ii) is completed with "Regional Security Officer" unless otherwise specified. |
| 52.232-39 | Unenforceability of Unauthorized Obligations. | 6/1/2013 | None. |
| 52.239-1 | Privacy or Security Safeguards. | 8/1/1996 | N/A. |
| 252.204-7000 | Disclosure of Information. | 10/1/2016 | In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days." |
| 252.219-7003 | Small Small Business Subcontracting Plan (DoD Contracts). | 4/1/2007 | Applies if FAR 52.219-9 is included in this contract. |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | 1/1/2021 | Copies if reports provided by Seller under this clause will be provided to Lockheed Martin. |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements. | 3/1/2022 | N/A |
| 252.209-7991 | (ARCHIVED)(DEVIATION 2016-O0002) Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony | 10/1/2015 |  |
| 252.216-7004 | Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel. | 9/1/2018 | Seller shall reimburse Lockheed Martin for any reduction in fees under the prime contract to the extent Seller's acts or omissions are responsible for covered incidents pursuant to this clause. |
| 252.225-7023 | Preference for Products or Services from Afghanistan. | 9/1/2013 | None. |
| 252.216-7009 | Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding. | 9/1/2013 | None. |
| 252.235-7004 | Protection of Human Subjects. | 7/1/2009 | N/A. |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions. | 1/1/2011 | Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted. |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel. | 6/1/2013 | None. |
| 252.237-7023 | Continuation of Essential Contractor Services. | 10/1/2010 | "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin. |
| 252.239-7000 | Protection Against Compromising Emanations. | 10/1/2019 | "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d). |
| 252.239-7001 | Information Assurance Contractor Training and Certification. | 1/1/2008 | None. |
| 252.239-7010 | Cloud Computing Services. | 10/1/2016 | Applies if this Contract involves use of cloud services. |
| 252.243-7002 | Requests for Equitable Adjustment. | 12/1/2012 | "Government" means "Lockheed Martin." |
| 252.246-7001 | Warranty of data. | 3/1/2014 | "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." |
| 252.237-7024 | Notice of Continuation of Essential Contractor Services. | 10/1/2010 | N/A |