**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** |
| 52.232-32  | Performance-Based Payments. | 4/1/2012 |   |
| 52.232-39  | Unenforceability of Unauthorized Obligations. | 6/1/2013 |   |
| 52.239-1  | Privacy or Security Safeguards. | 8/1/1996 |   |
| 52.245-9  | Use and Charges. | 4/1/2012 |   |
| 252.204-7000  | Disclosure of Information. | 10/1/2016 |   |
| 252.204-7004  | Antiterrorism Awareness Training for Contractors. | 1/1/2023 |   |
| 52.222-51  | Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair | 5/1/2014 |   |
| 52.223-15  | Energy Efficiency in Energy-Consuming Products. | 5/1/2020 |   |
| 52.223-16  | Acquisition of EPEAT(tm)-Registered Personal Computer Products. | 10/1/2015 |   |
| 52.224-2  | Privacy Act. | 4/1/1984 |   |
| 52.225-3  | Buy American - Free Trade Agreements - Israeli Trade Act. | 12/1/2022 | "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged. |
| 52.232-17  | Interest. | 5/1/2014 |   |
| 52.202-1  | Definitions. | 6/1/2020 |   |
| 52.203-5  | Covenant Against Contingent Fees. | 5/1/2014 |   |
| 52.203-8  | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. | 5/1/2014 |   |
| 52.203-10  | Price or Fee Adjustment for Illegal or Improper Activity. | 5/1/2014 |   |
| 52.203-15  | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. | 6/1/2010 |   |
| 52.203-16  | Preventing Personal Conflicts of Interest. | 6/1/2020 |   |
| 52.204-14  | Service Contract Reporting Requirements. | 10/1/2016 | The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government."  Subparagraph (b)(2) is deleted. |
| 252.219-7004  | Small Business Subcontracting Plan (Test Program). | 12/1/2022 |   |
| 252.225-7008  | Restriction on Acquisition of Specialty Metals. | 3/1/2013 |   |
| 252.225-7047  | Exports by Approved Community Members in Performance of the Contract. | 6/1/2013 | Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted. |
| 252.234-7004  | Cost and Software Data Reporting System. | 11/1/2014 |   |
| 252.235-7004  | Protection of Human Subjects. | 7/1/2009 | In paragraph (a)(1)(i) "this contract" means "the prime contract."  The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted. The provision of this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. |
| 252.239-7001  | Information Assurance Contractor Training and Certification. | 1/1/2008 | "Government" means "Lockheed Martin." |
| 252.243-7002  | Requests for Equitable Adjustment. | 12/1/2022 |   |
| 252.245-7005  | Management and Reporting of Government Property. | 1/1/2024 |   |
| 252.246-7001  | Warranty of data. | 3/1/2014 |   |