

**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
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Jun 2010	
52.203-16	Preventing Personal Conflicts of Interest.	Jun 2020	
52.225-3	Buy American - Free Trade Agreements - Israeli Trade Act.	Jan 2021	
52.227-3	Patent Indemnity	Apr 1984	
52.227-3 ALT I	Alternate I - Patent Indemnity.	Apr 1984	
52.227-3 ALT II	Alternate II - Patent Indemnity.	Apr 1984	
52.228-3	Workers' Compensation Insurance (Defense Base Act).	Jul 2014	

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252.204-7000	Disclosure of Information.	Oct 2016	
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	May 2016	
252.225-7001 ALT I	Alternate I - Buy American and Balance of Payments Program.	Dec 2017	
252.225-7008	Restriction on Acquisition of Specialty Metals.	Mar 2013	
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	April 2023	
252.225-7036(A)	(DEVIATION 2020-O0019) Buy American - Free Trade Agreements - Balance of Payments Program. (DEVIATION 2020-O0019)	Jul 2020	
252.243-7002	Requests for Equitable Adjustment.	Dec 2012	
5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS)	Oct 2019	