

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:

Doc	Clause #	Title	DATE	Modifications
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	05-01-2014	N/A
FAR	52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	06-01-2010	N/A
FAR	52.203-16	Preventing Personal Conflicts of Interest.	12-01-2011	N/A
FAR	52.204-2	Security Requirements.	08-01-1996	N/A
FAR	52.204-18	Commercial and Government Entity Code Maintenance.	07-01-2016	N/A
FAR	52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	06-01-2016	N/A
FAR	52.208-9	Contractor Use of Mandatory Sources of Supply or Services.	05-01-2014	N/A
FAR	52.217-2	Cancellation Under Multi-year Contracts.	10-01-1997	N/A

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FAR	52.225-13	Restrictions on Certain Foreign Purchases.	06-01-2008	N/A
FAR	52.222-17	Nondisplacement of Qualified Workers	05-01-2014	N/A
FAR	52.232-17	Interest.	05-01-2014	N/A
FAR	52.232-39	Unenforceability of Unauthorized Obligations.	06-01-2013	N/A
FAR	52.239-1	Privacy or Security Safeguards.	08-01-1996	N/A
FAR	52.244-6	Subcontracts for Commercial Items.	01-01-2019	N/A
DFARS	252.203-7004	Display of Hotline Posters.	10-01-2016	N/A
DFARS	252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	10-01-2016	N/A
DFARS	252.204-7000	Disclosure of Information.	10-01-2016	N/A
DFARS	252.211-7008	Use of Government-Assigned Serial Numbers	09-01-2010	If Gov Serialization is required
DFARS	252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	09-01-2014	N/A
DFARS	252.225-7008	Restriction on Acquisition of Specialty Metals.	03-01-2013	N/A
DFARS	252.225-7025	Restriction on Acquisition of Forgings.	12-01-2009	N/A
DFARS	252.243-7002	Requests for Equitable Adjustment.	12-01-2012	N/A
DFARS	252.244-7000	Subcontracts for Commercial Items.	06-01-2013	N/A
FAR	52.227-3	Patent Indemnity.	04-01-1984	N/A