

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
B-231-H001	TRAVEL COSTS (NAVSEA)	10/1/2018	None.
B-232-H005	PAYMENTS OF FEE(S) (LEVEL OF EFFORT)--ALTERNATE I (NAVSEA)	10/1/2018	None.
B-232-H006	LIMITATION OF COST OR LIMITATION OF FUNDS CLARIFICATION (NAVSEA)	10/1/2018	None.
D-211-H001	PACKAGING OF DATA (NAVSEA)	2/1/2022	None.
D-211-H002	MARKING OF REPORTS (NAVSEA)	10/1/2018	None.

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D-247-H002	PACKAGING OF SUPPLIESâ€”BASIC (NAVSEA)	12/1/2020	None.
52.246-8	Inspection of Research and Development Cost-Reimbursement.	5/1/2001	"Government" means "Lockheed Martin" except (1) in paragraphs (b), (c) and (d) where it means "Lockheed Martin and the Government." and (2) in paragraph (k) where the term is unchanged.
E-246-H013	INSPECTION AND ACCEPTANCE OF DATA (NAVSEA)	10/1/2018	None.
E-246-H014	INSPECTION AND ACCEPTANCE OF ENGINEERING SERVICES (NAVSEA)	10/1/2018	None.
F-247-H001	DELIVERY OF DATA (NAVSEA)	10/1/2018	None.
52.232-16	Progress Payments.	6/1/2020	"Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government."
52.232-30	Installment Payments for Commercial Items.	1/1/2017	"Contracting Officer" and "Government" means "Lockheed Martin."
52.232-32	Performance-Based Payments.	4/1/2012	"Contracting Officer" and "Government" means "Lockheed Martin" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted.
G-216-H001	FIXED FEE WITHHOLD--FAR 52.216-8 CLARIFICATION (NAVSEA)	10/1/2018	None.
G-232-H001	ALLOTMENT OF FUNDS--BASIC (NAVSEA)	10/1/2018	None.
G-232-H002	PAYMENT INSTRUCTIONS AND CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA)	6/1/2018	None.
52.203-15	Whistleblower Protections Under the American Recovery	6/1/2010	None.

	and Reinvestment Act of 2009.		
52.203-16dfcd18-18	(DEVIATION 2018-O0018) Preventing Personal Conflicts of Interest. (DEVIATION 2018-O0018)	6/1/2020	None.
52.204-2	Security Requirements.	8/1/1996	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.	6/1/2008	Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.
52.232-39	Unenforceability of Unauthorized Obligations.	6/1/2013	None.
52.239-1	Privacy or Security Safeguards.	8/1/1996	N/A.
52.244-6	Subcontracts for Commercial Items.	8/1/2020	None.
52.245-9	Use and Charges.	4/1/2012	Communications with the Government under this clause will be made through Lockheed Martin.
52.246-9	Inspection of Research and Development (Short Form).	4/1/1984	"Government" means "Lockheed Martin and the Government."
252.204-7000	Disclosure of Information.	10/1/2016	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days."
252.211-7007	Reporting of Government-Furnished Property.	8/1/2012	Applies if Seller will be in possession of Government property for the performance of this contract.
252.228-7001	Ground and Flight Risk.	6/1/2010	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.
252.243-7002	Requests for Equitable Adjustment.	12/1/2012	"Government" means "Lockheed Martin."
252.244-7000	Subcontracts for Commercial Items.	6/1/2013	None.
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	4/1/2012	N/A.
252.245-7004	Reporting, Reutilization, and Disposal.	12/1/2017	"Contracting Officer" means Lockheed Martin.
252.223-7999	(Deviation 2021-O0009) Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)	10/1/2021	None.