

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
52.246-8	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.
204.7108	Payment Instructions	7/1/2017	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

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			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.
52.244-6	Subcontracts for Commercial Items.	1/1/2017	None.
52.245-9	Use and Charges.	4/1/2012	Communications with the Government under this clause will be made through Lockheed Martin.
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.
252.211-7008	Use of Government-Assigned Serial Numbers	9/1/2010	None.
252.219-7004	Small business subcontracting plan (test program).	10/1/2014	None
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.	9/1/2016	"Contracting Officer" means Lockheed Martin.
5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)	11/1/2012	None.
5352.223-9001	Health and Safety on Government Installations	11/1/2012	None.
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS	11/1/2012	None.
5352.242-9001	Common Access Cards (CAC) for Contractor Personnel	11/1/2012	None.
5352.209-9000 ALT III	Alternate III - Organizational Conflict of Interest (OCT 2010)	10/1/2010	None.
5352.209-9000 ALT VI	Organizational Conflict of Interest Alternate VI	10/1/2010	None.

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5352.209-9000	(DEVIATION) Organizational Conflict of Interest	10/1/2010	None.
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