

## **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
52.228-3	Workers' Compensation Insurance (Defense Base Act).	4/1/1984	Applies if Seller will perform worksubject to the Defense Base Act 42 U.S.C. 1651 et seq.)
252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	4/1/2003	
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 theclause: "Communications between Seller and the Government shall be made throughLockheed Martin. Any equitable adjustment provided for this clause shall be implemented inthis contract to the extent such adjustment is implemented in the primecontract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) aredeleted. The provision of this clause relatig 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.
52.243-1 ALT II	Alternate II - Changes-Fixed-Price.	4/1/1984	
52.243-1 ALT V	Alternate V - Changes-Fixed-Price.	4/1/1984	
252.225-7045	Balance of Payments Program-Construction Material Under Trade Agreements.	11/1/2014	
252.228-7006	Compliance with Spanish Laws and Insurance.	12/1/1998	"Contracting Officer" means "Lockheed Martin."
252.211-7003 ALT I	Alternate I -- Item Identification and Valuation.	8/1/2008	
252.225-7045 ALT I	Alternate I - Balance of Payments Program-- Construction Material Under Trade Agreements.	11/1/2014	
252.222-7005	Prohibition on Use of Nonimmigrant Aliens--Guam.	6/1/2005	