

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
5252.211-9510	Contractor Employees	5/1/2011	
5252.227-9505	TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs)	8/1/1987	
5252.243-9505	ENGINEERING CHANGES	10/1/2005	
52.232-39	Unenforceability of Unauthorized Obligations.	6/1/2013	
252.204-7000	Disclosure of Information.	10/1/2016	

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252.239-7001	Information Assurance Contractor Training and Certification.	1/1/2008	
52.232-16	Progress Payments.	4/1/2012	
52.245-9	Use and Charges.	4/1/2012	
252.211-7007	Reporting of Government-Furnished Property.	8/1/2012	
252.245-7004	Reporting, Reutilization, and Disposal.	9/1/2016	
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	4/1/2012	
52.242-2	Production Progress Reports.	4/1/1991	
252.225-7036	Buy American-Free Trade Agreements--Balance of Payments Program.	12/1/2016	
252.225-7026	Acquisition Restricted to Products or Services from Afghanistan.	9/1/2013	
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools.	6/1/2005	
252.225-7008	Restriction on Acquisition of Specialty Metals.	3/1/2013	