

**A. INCORPORATION OF THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)**

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 product" means any such product as defined in FAR 2.101.
  2. "Commercial service" means any such service as defined in FAR 2.101.
  3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
  4. "Contract" means this contract.
  5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
  6. "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.
  7. "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.
  8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

**C. INDEMNITY**

SELLER shall indemnify and hold LOCKHEED MARTIN harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability, unallocability or unreasonableness, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse LOCKHEED MARTIN for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the SELLER or SELLER's suppliers' failure to comply with these U.S. Government Provisions and Clauses.

**D. AMENDMENTS REQUIRED BY PRIME CONTRACT - RESERVED**

**E. PROVISIONS OF FAR/DFARS INCORPORATED BY REFERENCE**

The FAR/DFARS clauses listed herein are applicable to this Contract if required under the pertinent law or regulation. If the applicability condition(s) in the relevant law or regulation is(are) not met, or LOCKHEED MARTIN does not require information or data from SELLER to satisfy its obligations, the

clause is not applicable to this Contract. The applicability statements, statutory references, and regulatory references set forth in the parentheticals, if any, after each clause below are for convenience only.

Type	Clause No.	Title	Date	Modifications
FAR	52.215-20 ALT III	Alternate III - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.	10/1/1997	
FAR	52.215-20 ALT IV	Alternate IV - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	10/1/2010	
FAR	52.215-21 ALT III	Alternate III - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications.	10/1/1997	
FAR	52.215-21 ALT IV	Alternate IV - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modif	10/1/2010	
FAR	52.222-42	Statement of Equivalent Rates for Federal Hires.	5/1/2014	Applies if this subcontract is subject to FAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract.
FAR	52.224-1	Privacy Act Notification.	4/1/1984	None.
FAR	52.224-2	Privacy Act.	4/1/1984	Applies if this contract is for the design, development, or operation of such a system of records.
FAR	52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act.	5/1/2014	None.

FAR	52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United	3/1/2008	"Contracting Officer" means "Lockheed Martin." The blank in subparagraph (i)(1)(ii) is completed with "Regional Security Officer" unless otherwise specified.
FAR	52.225-26	Contractors Performing Private Security Functions Outside the United States.	7/1/2013	None.
FAR	52.227-1 ALT I	Alternate I - Authorization and Consent.	4/1/1984	
FAR	52.227-3 ALT I	Alternate I - Patent Indemnity.	4/1/1984	
FAR	52.227-3 ALT II	Alternate II - Patent Indemnity.	4/1/1984	
FAR	52.227-14 ALT II	Alternate II -- Rights in Data - General.	12/1/2007	
FAR	52.227-14 ALT III	Alternate III -- Rights in Data - General.	12/1/2007	
FAR	52.227-14 ALT IV	Alternate IV -- Rights in Data - General.	12/1/2007	
FAR	52.227-16	Additional Data Requirements.	6/1/1987	"Contracting Officer" means "Lockheed Martin and the Contracting Officer."
FAR	52.227-21	Technical Data Declaration, Revision, and Withholding of Payment-Major Systems.	5/1/2014	"Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin" in paragraph (b)(2)and "Lockheed Martin or Government" in paragraph (d).
FAR	52.229-8	TaxesÂ Foreign Cost-Reimbursement Contracts.	3/1/1990	In paragraph (b), "Contracting Officer" and"Government of the United States" mean "Lockheed Martin." The blank is completed with _____.
FAR	52.229-9	TaxesÂ Cost-Reimbursement Contracts with Foreign Governments.	3/1/1990	None.

FAR	52.232-39	Unenforceability of Unauthorized Obligations.	6/1/2013	None.
FAR	52.239-1	Privacy or Security Safeguards.	8/1/1996	N/A.
FAR	52.242-15 ALT I	Alternate I - Stop-Work Order.	4/1/1984	
FAR	52.243-1 ALT I	Alternate I - Changes-Fixed-Price.	4/1/1984	
FAR	52.243-1 ALT II	Alternate II - Changes-Fixed-Price.	4/1/1984	
FAR	52.243-1 ALT III	Alternate III - Changes-Fixed-Price.	4/1/1984	
FAR	52.243-1 ALT V	Alternate V - Changes-Fixed-Price.	4/1/1984	
FAR	52.243-2 ALT I	Alternate I - Changes-Cost-Reimbursement.	4/1/1984	
FAR	52.243-2 ALT II	Alternate II - Changes-Cost-Reimbursement.	4/1/1984	
FAR	52.243-2 ALT V	Alternate V - Changes-Cost-Reimbursement.	4/1/1984	
FAR	52.246-2 ALT I	Alternate I - Inspection of Supplies Fixed-Price.	7/1/1985	
FAR	52.246-7	Inspection of Research and Development Fixed-Price.	8/1/1996	"Government" means "Lockheed Martin and the Government " in paragraphs (a), (b) and (c). "Government" means "Lockheed Martin" in paragraphs (d), (e), and (f). "Contracting Officer" means "Lockheed Martin."
FAR	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.

FAR	52.246-19 ALT I	Alternate I - Warranty of Systems and Equipment under Performance Specifications or Design Criteria.	4/1/1984	
FAR	52.246-19 ALT II	Alternate II - Warranty of Systems and Equipment under Performance Specifications or Design Criteria.	4/1/1984	
FAR	52.246-19 ALT III	Alternate III - Warranty of Systems and Equipment under Performance Specifications or Design Criteria.	4/1/1984	
FAR	52.246-24 ALT I	Alternate I - Limitation of Liability High-Value Items.	4/1/1984	
FAR	52.249-9	Default (Fixed-Price Research and Development).	4/1/1984	"Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged.
DFARS	252.204-7004	Alternate A, System for Award Management.	2/1/2014	None.
DFARS	252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-Internat	1/1/2009	The blank in the clause is completed with the following: _____ _____.
DFARS	252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material.	12/1/1991	Applies if this contract involves precious metals.

DFARS	252.222-7000	Restrictions on Employment of Personnel.	3/1/2000	None.
DFARS	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales.	4/1/2003	The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.
DFARS	252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	4/1/2003	N/A.
DFARS	252.225-7993	(DEVIATION 2014-O0020) Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operati	9/1/2014	
DFARS	252.225-7994	(DEVIATION 2015) ACCESS TO CONTRACTOR & SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS	3/1/2015	
DFARS	252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions.	1/1/2011	Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.
DFARS	252.227-7038 ALT I	Alternate I - Patent Rights-Ownership by the Contractor (Large Business).	12/1/2007	
DFARS	252.227-7038 ALT II	Alternate II - Patent Rights-Ownership by the Contractor (Large Business).	12/1/2007	

DFARS	252.228-7001	Ground and Flight Risk.	6/1/2010	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." In paragraph (a) references to "contract" or "contract Schedule" in the definitions for "aircraft", "covered aircraft" and "flight" means "the prime contract." Paragraph (f) is inapplicable in subcontracts for commercial products or commercial services. Any provisions within 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. Clause does not apply in subcontracts with Federal Aviation Administration (FAA) part 145 repair stations performing work pursuant to their FAA license.
DFARS	252.234-7002A	(DEVIATION 2015-00017) Earned Value Management System. (DEVIATION 2015-00017)	9/1/2015	
DFARS	252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	6/1/2013	None.
DFARS	252.239-7000	Protection Against Compromising Emanations.	6/1/2004	"Contracting Officer" means "LockheedMartin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).
DFARS	252.239-7001	Information Assurance Contractor Training and Certification.	1/1/2008	None.

DFARS	252.239-7010	Cloud Computing Services.	9/1/2015	Applies if this Contract involves use of cloud services.
DFARS	252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services.	12/1/1991	Applies if this contract requires securing telecommunications.
DFARS	252.243-7002	Requests for Equitable Adjustment.	12/1/2012	"Government" means "Lockheed Martin."
FAR	52.215-12A	(Deviation 2018-00015) Subcontractor Certified Cost or Pricing Data (Deviation 2018-00015)	7/1/2018	
FAR	52.219-9dfcd18-18	(DEVIATION 2018-00018) Small Business Subcontracting Plan. (DEVIATION 2018-00018)	8/1/2018	
FAR	52.230-1IA	(Deviation 2018-00015) Alternate I - Cost Accounting Standards Notices and Certification (Deviation 2018-00015)	7/1/2018	
FAR	52.230-2A	(DEVIATION 2018-00015) Cost Accounting Standards (DEVIATION 2018-00015)	7/1/2018	
FAR	52.230-4A	(DEVIATION 2018-00015) Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns (DEVIATION 2018-00015)	7/1/2018	



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DFARS	252.225-7974	(Deviation 2020-00005) Representation Regarding Business Operations with the Maduro Regime. (Deviation 2020-00005)	2/1/2020	
DFARS	252.245-7002(deviation )	(DEVIATION 2020-00004) Reporting Loss of Government Property (DEVIATION 2020-00004)	2/1/2020	