**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 Product" or “Commercial Service” means any such product or service 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**:

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| --- | --- | --- | --- |
| **Clause No.** | **Title** | **Date** | **Modifications** |
| 52.227-1 ALT I | Alternate I - Authorization and Consent. | Apr-84 |  |
| 52.232-39 | Unenforceability of Unauthorized Obligations.. | Jun-13 |  |
| 52.243-2 ALT I | Alternate I - Changes-Cost-Reimbursement | Apr-84 |  |
| 52.246-8 | Inspection of Research and DevelopmentÂ Cost-Reimbursement. | May-01 | 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. |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management. | Feb-19 |  |
| 252.219-7003 ALT II | Alternate II - Small Business Subcontracting Plan (DoD Contracts).. | Dec-19 |  |
| 252.225-7061 | Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations. | Jan-23 | "Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (c) where the term "Government" is unchanged. |
| 252.243-7002 | Requests for Equitable Adjustment. | Dec-12 | "Government" means "Lockheed Martin." |
| 252.237-7023 | Continuation of Essential Contractor Services. | Oct-10 | Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin |