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	52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	Jun-10	
FAR	52.203-16	Preventing Personal Conflicts of Interest.	Jun-10	
FAR	52.204-23	Prohibition on Contracting for Hardware, Software, & Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec-23	Seller shall provide Lockheed Martin copies of any reports provided under this clause which relate to the performance of this contract.
FAR	52.204-27	Prohibition on a ByteDance Covered Application.	Jun-23	Applies unless an exception is granted in accordance with OMB Memorandum M-23-13. Notes 2 and 4 apply in paragraph (b).
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded.	Jan-25	Applies if this Contract exceeds the threshold in FAR 9.405-2(b). Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the Contracting Officer shall be provided to Lockheed Martin.
FAR	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).	Aug-18	Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (f) where it means "Lockheed Martin." The notice period in paragraph (f) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.
FAR	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment.	May-14	Applies if FAR 52.222-41 applies to this contract. "Contracting Officer" means "Lockheed Martin and the Contracting Officer" except in paragraph (e) where it means "Lockheed Martin." The notice period in paragraph (e) is changed to twenty (20) days. Adjustments made to this contract shall not be made unless or until the Contracting Officer make appropriate adjustments to Lockheed Martin's prime contract.
FAR	52.224-1	Privacy Act Notification.	Apr-84	

FAR	52.224-2	Privacy Act.	Apr-84	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.	Nov-23	
FAR	52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving. (Re-designated from 52.223-18)	May-24	
FAR	52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities	Nov-24	
FAR	52.244-6	Subcontracts for Commercial Products and Commercial Services.	Oct-25	
FAR	52.214-27	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications -- Sealed Bidding.	Jun-20	Applies whenever FAR 52.215-28applies to this contract. "The Contracting Officer" means "Lockheed Martin or the Contracting Officer." "United States" and "Government" mean "Lockheed Martin."
DFARS	252.203-7004	Display of Hotline Posters.	Jan-23	Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.
DFARS	252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	Apr-03	
DFARS	252.225-7036	Buy American-Free Trade Agreements-Balance of Payments Program.	Feb-24	
DFARS	252.225-7047	Exports by Approved Community Members in Performance of the Contract.	Jun-13	The blanks paragraph (b) is completed as follows: **None**.