

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" 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.

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252.227-7018Dev	(Deviation 2020-O0007) Rights in Noncommercial Technical Data and Computer Software-SBIR Program	3/1/2020	None.
252.227-7019	Validation of Asserted Restrictions-Computer Software.	1/1/2023	"Contracting Officer" means "Lockheed Martin" or "Contracting Officer."
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.	1/1/2023	In paragraph (c)(1) "Government" means "Lockheed Martin and Government."
252.227-7027	Deferred Ordering of Technical Data or Computer Software.	4/1/1988	"Government" means "Lockheed Martin and Government" in the first sentence.
252.227-7030	Technical Data--Withholding of Payment.	3/1/2000	"Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin or Government."
252.227-7037	Validation of Restrictive Markings on Technical Data.	1/1/2023	None.
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	10/1/2016	Applies if this Contract involves services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	10/1/2016	Applies if this Contract is for operationally critical support or for which subcontract performance will involve covered defense information Seller shall furnish Lockheed Martin copies of notices provided to the Contracting Officer at the time such notices are sent. Seller shall also furnish Lockheed Martin copies of any reports Seller receives from its lower tier subcontractors.
52.204-2	Security Requirements.	3/1/2021	Applies only if this co0 1 363.31 4G(M)-3(ar)-5(tir

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52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	12/1/2007	Applies if this contract exceed the simplified acquisition threshold. "Contracting Officer" means "Lockheed Martin." "Government" means "Government and Lockheed Martin."
52.227-23	Rights to Proposal Data (Technical).	6/1/1987	N/A.
52.245-1	Government Property.	1/1/2017	"Contracting Officer" means "Lockheed Martin" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes Lockheed Martin. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "Lockheed Martin" and except in paragraphs (d)(2) and (g) where the term includes Lockheed Martin." The following is added as paragraph (n) "Seller shall provide to Lockheed Martin immediate notice if the Government or other customer (i) revokes its assumption of loss under any direct contracts with Seller, or (ii) makes a determination that Seller's property management practices are inadequate, and/or present an undue risk, or that Seller has failed to take corrective action when required."
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	12/1/2013	Applies if Seller is a small business concern. "Government" means "Lockheed Martin." This clause does not apply if Lockheed Martin does not receive accelerated payments under the prime contract. Not all agencies provide accelerated payments.