

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	Needed Modification
5252.247-9514	TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)	9/1/1999	N/A
5252.246-9513	INSPECTION AND ACCEPTANCE OF TRAINING DEVICES (NAVAIR) (OCT 2007)	10/1/2007	"Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed

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			Martin." "Contracting Officer" means "Lockheed Martin."
5252.247-9505	TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)	2/1/1995	N/A
5252.204-9504	DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)	11/1/2017	N/A
5252.232-9510	PAYMENT OF FIXED FEE	10/1/2005	N/A
5252.204-9505	SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (SEP 2012)	11/1/2017	N/A
5252.243-9505	ENGINEERING CHANGES (NAVAIR) (OCT 2005)	10/1/2005	N/A
5252.246-9503	SIGNIFICANCE OF SYSTEMS ENGINEERING TECHNICAL REVIEWS REQUIRED UNDER THIS CONTRACT (NAVAIR) (JUL 2009)	7/1/2009	N/A
5252.217-9506	PROVISIONED ITEMS (TRAINING DEVICES) (NAVAIR) (OCT 2005)	10/1/2005	N/A
5252.216-9506	MINIMUM AND MAXIMUM QUANTITIES (NAVAIR) (MAR 1999)	3/1/1999	N/A
5252.227-9505	TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR) (AUG 1987)	8/1/1987	N/A

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52-211-5	MATERIAL REQUIREMENTS	8/1/2000	N/A
52.232-39	Unenforceability of Unauthorized Obligations.	6/1/2013	N/A
252.204-7000	Disclosure of Information.	10/1/2016	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20days."
252.211-7007	Reporting of Government-Furnished Property.	8/1/2012	Applies if Seller will be in possession of Government property for the performance of this contract.
252.239-7001	Information Assurance Contractor Training and Certification.	1/1/2008	N/A
252.243-7002	Requests for Equitable Adjustment.	12/1/2012	"Government" means "Lockheed Martin."
252.244-7000	Subcontracts for Commercial Items.	1/1/2021	N/A
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	4/1/2012	N/A
252.245-7004	Reporting, Reutilization, and Disposal.	12/1/2017	"Contracting Officer" means Lockheed Martin.
52.223-16	Acquisition of EPEAT(tm)-Registered Personal Computer Products.	10/1/2015	N/A
52.224-1	Privacy Act Notification.	4/1/1984	N/A
52.224-2	Privacy Act.	4/1/1984	Applies if this contract is for the design, development, or operation of

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			such a system of records.
52.243-2	Changes-Cost-Reimbursement.	8/1/1987	N/A
52.245-9	Use and Charges.	4/1/2012	Communications with the Government under this clause will be made through Lockheed Martin.
252.204-7004	Antiterrorism Awareness Training for Contractors. (Formerly: Alternate A, System for Award Management ... Removed by DPN	2/1/2019	N/A
252.211-7008	Use of Government-Assigned Serial Numbers	9/1/2010	N/A