**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. 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.

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| **Type** | **Clause No.** | **Title** | **Date** | **Modifications** |
| DFARS | 252.204-7014 | Limitations on the Use or Disclosure of Information by Litigation Support Contractors. | 05-01-2016 | None |
| DFARS | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools. | 06-01-2005 | None |
| DFARS | 252.225-7021 ALT II | Alternate II - Trade Agreements. | 12-01-2017 | None |
| DFARS | 252.225-7036 | Buy American-Free Trade Agreements--Balance of Payments Program. | 12-01-2017 | None |
| DFARS | 252.225-7039 | Defense Contractors Performing Private Security Functions Outside the United States. | 06-01-2016 | None |
| DFARS | 252.237-7023 | Continuation of Essential Contractor Services. | 10-01-2010 | "Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin. |
| DFARS | 252.239-7000 | Protection Against Compromising Emanations. | 06-01-2004 | "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d). |
| DFARS | 252.239-7010 | Cloud Computing Services. | 10-01-2016 | Applies if this Contract involves use of cloud services. |
| DFARS | 252.247-7003 | Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer. | 06-01-2013 | Communication with the Contracting Officer shall be made through Lockheed Martin. |
| FAR | 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. | 06-01-2010 | None |
| FAR | 52.204-2 ALT II | Limitations on the Use or Disclosure of Information by Litigation Support Contractors. | 04-01-1984 | Applies only if this contract involves access to classified information. The reference in paragraph (c) to the Changes clause shall be deemed to refer to the Changes clause of this contract. |
| FAR | 52.222-42 | Restriction on Acquisition of Hand or Measuring Tools. | 05-01-2014 | Applies if this subcontract is subject toFAR 52.222-41. The information contained in the blanks of this clause is specified elsewhere in this contract. |
| FAR | 52.222-43 | Alternate II - Trade Agreements. | 08-01-2018 | 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 | Buy American-Free Trade Agreements--Balance of Payments Program. | 05-01-2014 | 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 | 52.222-51 | Defense Contractors Performing Private Security Functions Outside the United States. | 05-01-2014 | None |
| FAR | 52.222-53 | Continuation of Essential Contractor Services. | 05-01-2014 | None |
| FAR | 52.222-55 | Protection Against Compromising Emanations. | 12-01-2015 | Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States. "Contracting Officer" means "Lockheed Martin." |
| FAR | 52.225-26 | Cloud Computing Services. | 10-01-2016 | None |
| FAR | 52.228-3 | Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer. | 07-01-2014 | Applies if Seller will perform worksubject to the Defense Base Act 42 U.S.C. 1651 et seq.) |
| FAR | 52.232-39 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. | 06-01-2013 | None |