

DFARS 252.203-7004 DISPLAY OF HOTLINE POSTERS (AUG 2019) (Applies in lieu of FAR 52.203-14. Applies if this Contract exceeds the threshold at DFARS 203.1004(b)(2)(ii).)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if this Contract exceeds \$500,000. In paragraph (c),

to SELLER for any incentive payment under this clause unless and until the Government proves said incentive payment to LOCKHEED MARTIN.)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (MAY 2019) (Applies if this Contract exceeds the threshold at DFARS 225.870-

deleted.)

PART III. ADDITIONS: The following FAR, DFARS and other agency clauses are incorporated into this Contract in addition to those set out in the applicable CorpDocs:

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

be made to LOCKHEED MARTIN.)

FAR 52.215-23 ALT I Æ ALTERNATE I Æ LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) (Applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. Not applicable to commercial items as defined in FAR 2.101.)

FAR 52.216-16 INCENTIVE PRICE REVISION FIRM TARGET (OCT 1997) ("Contracting Officer," "Contract Administrative Office," and "Government" mean "LOCKHEED MARTIN." Paragraph (i) is deleted. The blanks in the clause are completed with the amounts specified in the Contract. Not applicable to commercial items as defined in FAR 2.101.)

FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (Applies if SELLER will perform work subject to the Defense Base Act 42 U.S.C. 1651 et seq.)

FAR 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

FAR 52.232-17 INTEREST (MAY 2014) ("Government" commercial items as defined in FAR 2.101.)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Applies to contracts where software or services will be retransferred to the Government.)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Applies to contracts where Government property will be provided. Communications with the Government under this clause will be made through LOCKHEED MARTIN. Not applicable to commercial items as defined in FAR 2.101.)

FAR 52.246-2 ALT I INSPECTION OF SUPPLIES Æ FIXED PRICE ALT I (1996) (Applies to fixed price incentive

DFARS 252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O00017) (SEP 2015)

MARTIN and Government." Paragraphs (i) and (j) are deleted. Not applicable to commercial items as defined in FAR 2.101.)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM (NOV 2014) (Applies to contracts that exceed \$50 million. In paragraph (b), "Government" means LOCKHEED MARTIN. Not applicable to commercial items as defined in FAR 2.101.)

DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004) (Applies to all MARTIN." In paragraphs (c) and (d), "Government" means "LOCKHEED MARTIN and the Government.")

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) (Applies to all subcontracts where subcontractor personnel will access DoD information systems.)

DFARS 252.239-7010 CLOUD COMPUTING RESOURCES (OCT 2016) (Applies if this Contract involves use of cloud services.)

DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991) (Applies to all contracts which require securing telecommunications. Not applicable to commercial items as defined in FAR 2.101.)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) ("Government" means "LOCKHEED MARTIN." Not applicable to commercial items as defined in FAR 2.101.)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applies to all subcontracts where the items furnished by the subcontractor will be subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017) (Applies to subcontracts that will require Government property to be located at subcontractor facilities. "Contracting Officer" means LOCKHEED MARTIN.)

DFARS 252.246-7001 ALT I Æ ALTERNATIVE I Æ WARRANTY OF DATA (MAR 2014) (Applies to fixed price

period shall extend for three (3) years after completion of delivery of the data to LOCKHEED MARTIN, or if the data is delivered to the Government, either by LOCKHEED MARTIN or SELLER, the warranty period shall extend

NAVAIR 5252.21-9510 CONTRACTOR EMPLOYEES (MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter

(2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal workspaces in support of the Contract/order;

(3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal

(a) During the performance of this Contract, the Government may use an independent services contractor (ISC) who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

PART IV. SECTION H – PRIME CONTRACT SPECIAL PROVISIONS

clauses are incorporated into the Contract in full text:

H-1 – PRESERVATION OF RIGHTS FOR TECHNICAL DATA, COMPUTER SOFTWARE, AND COMPUTER SOFTWARE DOCUMENTATION ACCESSED, DELIVERED, OR PROVIDED ELECTRONICALLY

Information, whether delivered pursuant to a data requirements list or provided in response to any other requirement contained in this Contract shall be treated as technical data, computer software, or computer software documentation for purposes of DFARS 252.227-7013 and 252.227-7014.

Information, whether delivered pursuant to a data requirements list or provided in response to any other requirement contained in this Contract shall be treated as technical data, computer software, or computer software documentation for purposes of DFARS 252.227-7013 and 252.227-7014, if it were delivered in written form, shall not lose its status as technical data, computer software, or computer software documentation solely because access by the Government, delivery by the Contractor, or provision by the Contractor is by electronic means. The rights of the Parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

H-11 Restriction on the Delivery or Procurement of Supplies and Services from the Republic of Turkey

(a) *Definitions.*

(1) _____ or Lockheed Martin as part of an end product including, without limitation, raw materials and intermediate assemblies.

(2) _____

(i) Is produced in Turkey or by a covered entity; or

(ii) Is a service provided in Turkey or by a covered entity.

"LOCKHEED MARTIN or Contracting Officer." "Government" means "LOCKHEED MARTIN" except: (1) in paragraphs (d), (e), and (j)(5) where the term is unchanged, and (2) in paragraphs (g) and (i) where it means "LOCKHEED MARTIN and the Government." Not applicable to commercial items as defined in FAR 2.101.)

FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012) (Applies to the SELLER only if under the Contract LOCKHEED MARTIN will be making financing payments to the SELLER in the form of performance-based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" and "Government" shall mean "LOCKHEED MARTIN" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.)

DFARS 252.232-7012 PERFORMANCE-BASED PAYMENTS Æ WHOLE-CONTRACT BASIS (DEVIATION 2019-O0011) (AUG 2019) (Applies to SELLER only if LOCKHEED MARTIN will be making financing payments to the SELLER in the form of performance-based payments under this Contract and a Performance-Based Payment schedule is incorporated into this Contract.)