

The FAR and NASA FAR Supplement 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.

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and NASA FAR Supplement clauses referenced below and otherwise in this Contract:

1. "Administrator" means the Administrator or Deputy Administrator of NASA; and the term "his duly authorized representative" means any person or persons or board "other than the Contracting Officer" authorized to act for the Administrator.
2. "Commercial product" means any such product as defined in FAR 2.101.
3. "Commercial service" means any such service as defined in FAR 2.101.
4. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101.
5. "Contract" means this contract.
6. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
7. "Contractor" and "Offeror" means 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.





rights the Government may have to authorize SELLER's use of such Furnished Items in support of other U. S. Government prime contracts.

The following FAR clauses apply to this Contract:

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

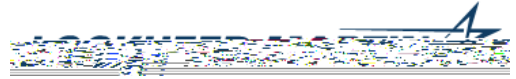


FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021)



FAR 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016) (Applies if the Work was manufactured with or contains ozone-depleting substances.)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017) (Applies if SELLER will (1) have access to a system of records; (2) create,



NASA FARS 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005) (Note 2 applies.)

NASA FARS 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015) (Applies if the contract exceeds the simplified acquisition threshold and if the work will be conducted completely or partly on premises owned or controlled by the Government. Note 6 applies.)

NASA FARS 1852.223-71 FREQUENCY AUTHORIZATION (APR 2015) (Applies if this Contract requires the development, production, test or operation of a device for which a radio frequency is required. Note 2 applies.)

NASA FARS 1852.225-70 EXPORT LICENSES (FEB 2000)-

NASA FARS 1852.227-19 COMMERCIAL COMPUTER SOFTWARE - RESTRICTED RIGHTS (undated) (Modifies FAR 52.227-19. Note 2 applies.)

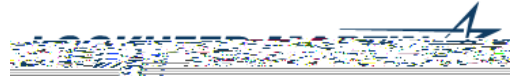
NASA FARS 1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSE (APR 2015) (Applies for the purchase of existing computer software in accordance with FAR 27.405(b)(2). Replaces FAR 52.227-19. Note 6 applies.)

NASA FARS 1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)

NASA FARS 1852.228-76 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCT 2012) (Applies if the Work is performed in support of "Protected Space Operations" as that term is defined in the clause.)

NASA FARS 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE I

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NASA FARS 1852.245-72 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES (JAN 2011) (Note 2 applies. Note 3 applies only to the first two times "Government" appears in paragraph (e).)

NASA FARS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2017) (Applies if SELLER will possess NASA property during the performance of the Contract. Delete paragraph (b). Reports required by paragraph (c) shall be submitted to LOCKHEED MARTIN no later than October 10. Notes 2 and 4 apply to paragraph (c).)

NASA FARS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011) (Note 5 applies.)

NASA FARS 1852.246-73 HUMAN SPACE FLIGHT ITEM (JAN 2017) (Applies if this Contract is for human space flight hardware or flight related equipment.)

NASA FARS 1852.246-74 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE (SEP 2020) (Note 6 applies in paragraph (c) and (d).)

NASA FARS 1852.247-







