

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 ~~013D3YDC2A~~ U.S. 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	Modifications
52.204-27	Prohibition on a ByteDance Covered Application.	Jun-23	
52.225-13	Restrictions on Certain Foreign Purchases.	Jun-08	Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.
252.243-7002	Requests for Equitable Adjustment.	Dec-12	"Government" means "Lockheed Martin."