

#### **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	Modifications
52.204-27	Prohibition on a ByteDance Covered Application	6/1/2023	
252.204-7000	Disclosure of Information	10/1/2016	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20 days."
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	1/1/2021	Copies of reports provided by Seller under this clause will be provided to Lockheed Martin.
252.225-7972	(DEVIATION 2020-O0015) Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2020-O0015)	5/1/2020	

## RITEMEOW Program

LM09012022

**Revision 0 - 5/31/2023**

252.243-7002	Requests for Equitable Adjustment.	12/1/2012	"Government" means "Lockheed Martin."
252.244-7000	Subcontracts for Commercial Items.	1/1/2021	
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	6/1/2010	
52.223-3	Hazardous Material Identification and Material Safety Data.	2/1/2021	Applies if this contract involves hazardous materials. "Contracting Officer" means "Lockheed Martin;" "Government" means "Lockheed Martin and the Government."
52.225-13	Restrictions on Certain Foreign Purchases.	2/1/2021	Communication required under this clause from/to Seller to/from the Contracting Officer shall be through Lockheed Martin.