

if such are relevant to this Contract; provided however, Seller shall not be required to disclose to Lockheed Martin such communications containing information which is privileged and confidential to Seller.

DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2021) (Copies of reports provided by Seller under this clause will be provided to Lockheed Martin.)

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 52.208-8 Required Sources for Helium and Helium Usage Data (AUG 2018) (Applies if Seller will furnish a major helium requirement as defined in the clause. In paragraph (b) Contracting Officer means Buyer.)

FAR 52.216-16 ALT I Incentive Price Revision-Firm Target Alternate I (APR 1984) (Applies in incentive type contracts with firm targets. 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.)

FAR 52.216-26 Payments of Allowable Costs Before Definitization (DEC 2002) (Applies if this is an undefinitized cost reimbursable type contract.)

FAR 52.217-2 Cancellation Under Multi-Year Contracts (OCT 1997) (Applies in multi-year contracts. Contracting Officer and Government means Lockheed Martin. In paragraph (e) % year is changed to six months.)

FAR 52.225-3 Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014)

FAR 52.227-1 ALT I Authorization and Consent Alternate I (APR 1984)

FAR 52.232-16 Progress Payments (JUN 2020) (Applies if Seller shall receive progress payments during the performance of this Contract. Contracting Officer means Lockheed Martin except in paragraph (g) where it means 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.)

FAR 52.232-16 ALT III Progress Payment Alternate III (JUN 2020) (Applies if Seller is not a small business concern and Seller shall receive progress payments under an indefinite-delivery, basic ordering agreement, or equivalent type contract during the performance of this Contract. Contracting Officer means Lockheed Martin except in paragraph (g) where it means 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.)

FAR 52.232-17 Interest (MAY 2014) (Government means Lockheed Martin.)

FAR 52.232-32 Performance-Based Payments (APR 2012) (Applies if Seller shall receive performance based payments during the performance of this Contract. Contracting Officer and Government means Lockheed Martin except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) is deleted.)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) (Applies if software or services will be retransferred to the Government.)

FAR 52.239-1 Privacy or Security Safeguards (AUG 1996) (Applies if this Contract is for information hiiigl78f612m]TJ

FAR 52.247-68 Report of Shipment (REPSHIP) (FEB 2006) (Applies if Seller will be shipping supplies directly to the Government.)

FAR 52.249-3 Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012) (Applies if this is a fixed price contract for the dismantling, demolition, or removal of improvements.)

FAR 52.249-9 Default (Fixed-Price Research and Development) (APR 1984) (Applies if this is a fixed price contract for research and development.)

DFARS 252.209-7010 Critical Safety Items (AUG 2011) (Applies if critical safety items covered by this clause will be delivered by Seller.)

DFARS 252.211-7007 Reporting of Government-Furnished Property (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this Contract.)

DFARS 252.211-7008 Use of Government-Assigned Serial Numbers (SEP 2010) (Applies if Seller will be in possession of Government property for the performance of this Contract and Lockheed Martin will not assume responsibility for marking the property.)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (MAY 2019) (Applies if Seller is a participant in the DoD Test Program for the Negotiation of Comprehensive Small Business Subcontracting Plans.)

DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with ~~any~~ Government.+Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003)

DFARS 252.225-7047 Exports by Approved Community Members in Performance of the Contract (JUN 2013) (Applies if this Contract requires exports or transfers of qualifying defense articles in connection with deliveries under this Contract.)

DFARS 252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2017-O0004) (SEP 2017) (Applies if Seller personnel are performing in the USCENTCOM AOR.)

DFARS 252.228-7001 Ground and Flight Risk (JUN 2010) (In paragraph (a)(1)(i) ~~this contract~~+ means ~~the~~ prime contract.+ The following is added at the beginning of the clause: ~~C~~ommunications between Seller and the Government shall be made through Lockheed Martin. Any equitable adjustment provided for this clause shall be implemented in this Contract to the extent such adjustment is implemented in the prime contract.+Subparagraphs (d)(2)(ii), (d)(3)(ii) and

DFARS 252.234-7004 Cost and Software Data Reporting System (NOV 2014) (Applies if this Contract is in excess of \$50,000,000. In paragraph (b), %Government+means %Lockheed Martin.+)

DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) (Applies if Seller personnel are required to interact with detainees during the performance of this Contract.)

DFARS 252.237-7023 Continuation of Essential Contractor Services (OCT 2010) (Applies if this Contract is for mission essential services. %Contracting Officer+means %Lockheed Martin.+ The term %Government+includes Lockheed Martin.)

DFARS 252.239-7010 Cloud Computing Services (OCT 2016) (Applies if this Contract involves use of cloud services.)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012) (Applies if this Contract is in excess of \$150,000. %Government+means %Lockheed Martin.+)

DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012) (Applies if items furnished by Seller will be subject to serialized tracking.)

DFARS 252.245-7002 Reporting Loss of Government Property (DEVIATION 2020-00004) (FEB 2020)

DFARS 252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017) (Applies if Government property will be located at Seller's facility for the performance of this Contract. %Contracting Officer+means Lockheed Martin.)

AFFARS 5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (OCT 2019) (The blank in paragraph (d) is completed with %None.+)

