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A. INCORPORATION OF THE FEDERAL ACQUISITION REGULATION (FAR) AND THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

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 product" means any such product as defined in FAR 2.101.
2. "Commercial service" means any such service as defined in FAR 2.101.
3. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
4. "Contract" means this contract.
5. "Contracting Officer" shall mean the U.S. Government Contracting Officer for LOCKHEED MARTIN's government prime contract under which this Contract is entered.
6. "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.
7. "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.
8. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

C. INDEMNITY

SELLER shall indemnify and hold LOCKHEED MARTIN harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability, unallocability or unreasonableness, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse LOCKHEED MARTIN for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the SELLER or SELLER's suppliers' failure to comply with these U.S. Government Provisions and Clauses.

D. PROVISIONS OF FAR/DFARS INCORPORATED BY REFERENCE

The FAR/DFARS clauses listed herein are applicable to this Contract if required under the pertinent law or regulation. If the applicability condition(s) in the relevant law or regulation is(are) not met, or LOCKHEED MARTIN does not require information or data from SELLER to satisfy its obligations, the clause is not applicable to this Contract. The applicability statements, statutory references, and

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regulatory references set forth in the parentheses, if any, after each clause below are for convenience only.

Type	Clause No.	Title	Date	Modifications
FAR	52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	11/1/2021	
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	5/1/2011	
FAR	52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	10/1/2015	
FAR	52.215-2 ALT II	Alternate II - Audit and Records-Negotiation.	8/1/2016	
FAR	52.215-21 ALT II	Alternate II - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications.	10/1/1997	
FAR	52.215-21 ALT III	Alternate III - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications.	10/1/1997	
FAR	52.215-21 ALT IV	Alternate IV - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modified	10/1/2010	
FAR	52.215-23 ALT I	Alternate I - Limitations on Pass-Through Charges.	10/1/2009	
FAR	52.216-7 ALT II	Alternate II -- Allowable Cost and Payment.	8/1/2012	
FAR	52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business	12/1/2015	
FAR	52.219-9 ALT II	Alternate II - Small Business Subcontracting Plan.	11/1/2016	
FAR	52.223-15	Energy Efficiency in Energy-Consuming Products.	12/1/2007	
FAR	52.223-16	Acquisition of EPEAT(tm)-Registered Personal Computer Products.	10/1/2015	

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FAR	52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.	5/1/2008	
FAR	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	8/1/2011	
FAR	52.223-6	Drug-Free Workplace.	5/1/2001	
FAR	52.227-1 ALT I	Alternate I - Authorization and Consent.	4/1/1984	
FAR	52.227-10	Filing of Patent Applications -- Classified Subject Matter.	12/1/2007	
FAR	52.227-3 ALT I	Alternate I - Patent Indemnity.	4/1/1984	
FAR	52.232-17	Interest.	5/1/2014	"Government" means "Lockheed Martin."
FAR	52.232-39	Unenforceability of Unauthorized Obligations.	6/1/2013	None.
FAR	52.239-1	Privacy or Security Safeguards.	8/1/1996	N/A.
FAR	52.242-15 ALT I	Alternate I - Stop-Work Order.	4/1/1984	
FAR	52.243-1 ALT I	Alternate I - Changes-Fixed-Price.	4/1/1984	
FAR	52.243-2 ALT II	Alternate II - Changes-Cost-Reimbursement.	4/1/1984	
FAR	52.243-2 ALT V	Alternate V - Changes-Cost-Reimbursement.	4/1/1984	
FAR	52.245-1 Alt II	Government Property	4/1/2012	
FAR	52.245-2	Government Property (Fixed-Price Contracts)	6/1/2003	Government includes Lockheed Martin except in the phrase "Government property." "Contracting Officer" means "Lockheed Martin."
FAR	52.245-2 ALT II	Government Property (Fixed-Price Contracts).	6/1/2003	
FAR	52.245-9	Use and Charges.	4/1/2012	Communications with the Government under this clause will be made through Lockheed Martin.
FAR	52.246-1	Contractor Inspection Requirements.	4/1/1984	"Government" means "Lockheed Martin."
FAR	52.246-9	Inspection of Research and Development (Short Form).	4/1/1984	"Government" means "Lockheed Martin and the Government."
FAR	52.249-4	Termination for Convenience of the Government (Services) (Short Form).	4/1/1984	"Contracting Officer" and "Government" means "Lockheed Martin."
FAR	52.249-6 ALT V	Alternate V - Termination (Cost-Reimbursement).	9/1/1996	
FAR	52.249-9	Default (Fixed-Price Research and Development).	4/1/1984	"Government" and "Contracting Officer" mean "Lockheed Martin" except in

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				paragraph (c) where the term "Government" is unchanged.
FAR	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered	7/1/2018	
FAR	52.204-2 ALT I	Alternate I - Security Requirements.	4/1/1984	
FAR	52.203-16	Preventing Personal Conflicts of Interest.	12/1/2011	None.
DFARS	252.246-7001	Warranty of data.	3/1/2014	"Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin. "The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three 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 for three years after delivery to the Government."
DFARS	252.245-7005	Management and Reporting of Government Property.	1/1/2024	
DFARS	252.243-7002	Requests for Equitable Adjustment.	12/1/2012	"Government" means "Lockheed Martin."
DFARS	252.239-7001	Information Assurance Contractor Training and Certification.	1/1/2008	None.
DFARS	252.228-7001	Ground and Flight Risk.	6/1/2010	The following is added at the beginning of the clause: "Communications 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." In paragraph (a) references to "contract" or "contract Schedule" in the definitions for "aircraft", "covered aircraft" and "flight" means "the prime contract." Paragraph (f) is inapplicable in subcontracts for

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				commercial products or commercial services. Any provisions within this clause relating to assumption of risk by the Government are not applicable to Seller unless this contract includes language stating the Government has agreed to assume such risk of loss. Clause does not apply in subcontracts with Federal Aviation Administration (FAA) part 145 repair stations performing work pursuant to their FAA license.
DFARS	252.227-7020	Rights in Special Works.	6/1/1995	
DFARS	252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	2/1/2014	
DFARS	252.227-7000	Non-Estoppel.	10/1/1966	
DFARS	252.225-7967	(Deviation 2024-O0006) Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006)	2/1/2024	
DFARS	252.222-7999 rev1	(DEVIATION 2021-O0001 rev1 eff. 2021-0106) Combating Race and Sex Stereotyping	1/1/2021	
DFARS	252.211-7007	Reporting of Government-Furnished Property.	8/1/2012	