

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. AMENDMENTS REQUIRED BY PRIME CONTRACT

Reserved.

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

Type	Clause No.	Title	Date	Modifications
DFARS	252.209-7009	Organizational Conflict of Interest-Major Defense Acquisition Program.	MAY-2019	None.
DFARS	252.209-7010	Critical Safety Items.	AUG-2011	None.
DFARS	252.225-7013 Dev 2020-O0019	Duty-Free Entry (Deviation 2020-O0019)	NOV-2023	In paragraph (c), "Government" and "Contracting Officer" means "Lockheed Martin." The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact Lockheed Martin's procurement representative.
DFARS	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools.	JUN-2005	None.
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	None.

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DFARS	252.227-7013 ALT I	Alternate I - Rights in Technical Data-Noncommercial Items.	JUN-1995	None.
DFARS	252.229-7006	Value Added Tax Exclusion (United Kingdom)	DEC-2011	Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract."
DFARS	252.236-7000	Modification Proposals Price Breakdown.	DEC-1991	None.
DFARS	252.239-7010	Cloud Computing Services.	JAN-2023	Applies if this Contract involves use of cloud services.
DFARS	252.239-7016	Telecommunications Security Equipment, Devices, Techniques,	DEC-1991	Applies if this contract requires securing telecommunications.
DFARS	252.243-7002	Requests for Equitable Adjustment.	DEC-2022	"Government" means "Lockheed Martin."
DFARS	252.204-7012 (Dev)	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-00013 REVISION 1)	MAY-2024	None.
DFARS	252.225-7001	Buy American and Balance of Payments Program	FEB-2024	None.
DFARS	252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	MAY-2024	The clause does not apply where an exception in paragraph (c) applies.
FAR	52.225-9	Buy American - Construction Materials.	OCT-2022	Applicable if the Work contains other than domestic components as defined by this clause.
FAR	52.232-32	Performance-Based Payments.	APR-2012	"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	52.243-1 ALT II	Alternate II - Changes-Fixed-Price.	APR-1984	None.

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FAR	52.243-1 ALT V	Alternate V - Changes-Fixed-Price.	APR-1984	"Contracting Officer" and "Government" mean "Lockheed Martin." In paragraph (a) add as subparagraph (4) "Delivery schedule." In paragraph (e) the reference to the disputes clause is deleted.
FAR	52.246-15	Certificate of Conformance.	APR-1984	N/A.
FAR	52.246-2 ALT I	Alternate I - Inspection of Supplies Fixed-Price.	JUL-1985	"Government" means "Lockheed Martin and the Government" except in paragraphs (f), (j), and (l) where it means "Lockheed Martin." "Contracting Officer" means "Lockheed Martin."
FAR	52.249-2 ALT I	Alternate I - Termination for Convenience of the Government (Fixed-Price).	SEP-1996	"Government" and "Contracting Officer" mean "Lockheed Martin" except in paragraph (n) where "Government" means "Lockheed Martin and the Government" and "Contracting Officer" means "Lockheed Martin or the Contracting Officer." In paragraph (c) "120 days" is changed to "60 days." In paragraph (d) "15 days" is changed to "30 days," and "45days" is changed to "60 days." In paragraph (e) "1 year" is changed to "six months." In paragraph (l) "90 days" is changed to "45 days." Paragraph (j) is deleted. Settlements and payments under this clause may be subject to the approval of the Contracting Officer.

Type	Clause No.	Title	Date	Modifications
FAR	52.249-6 ALT I	Alternate I - Termination (Cost-Reimbursement).	SEP-1996	"Government" and "Contracting Officer" mean "Lockheed Martin." In paragraph (d) "120 days" is changed to "60 days." In paragraph (e) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (f) "1 year" is changed to "six months." Paragraph (j) is deleted. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract. In Alternate IV, "90 days" is changed to "60 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.
FAR	52-211-5	Material Requirements	AUG-2000	"Contracting Officer" means "Lockheed Martin."
FAR	52.204-27	Prohibition on a ByteDance Covered Application	JUN-2023	Applies unless an exception is granted in accordance with OMB Memorandum M-23-13. Notes 2 and 4 apply in paragraph (b).
FAR	52.204-30	Federal Acquisition Supply Chain Security Act Orders-Prohibition.	DEC-2023	Subparagraph (c)(1) does not apply. Note 1 applies in paragraph (b)(3). Copies of requests for waivers submitted by SELLER to the Government in furtherance of paragraph (b)(5)(i), as well as any waivers granted by the Government to SELLER pursuant to such requests, shall be provided to LOCKHEED MARTIN. In paragraph (c)(3), Note 6 applies; copies of reports submitted by SELLER to the Government shall be provided simultaneously to LOCKHEED MARTIN.

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Type	Clause No.	Title	Date	Modifications
FAR	52.215-11 (Dev)	Price Reduction for Defective Certified Cost or Pricing Data- Modifications (DEVIATION 2022-O0001)	OCT-2021	None.
FAR	52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2022-O0001)	OCT-2021	None.
FAR	52.226-7	Drug-Free Workplace	MAY-2024	None.