

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. 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

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clause is not applicable to this Contract. The applicability statements, statutory references, and regulatory references set forth in the parentheticals, if any, after each clause below are for convenience only.

Type	Clause No.	Title	Date	Modifications
DFARS	252.203-7004	Display of Fraud Hotline Posters	AUG-2019	Contact the Lockheed Martin Authorized Procurement Representative for the identity of the location specified in subparagraph (b)(2) of the clause.
DFARS	252.204-7000	Disclosure of Information.	Oct-16	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20days."
DFARS	252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct-16	None.
DFARS	252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	May-16	None.
DFARS	252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement.	Nov-20	None.
DFARS	252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions.	Jan-11	Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.
DFARS	252.227-7018	Rights in Other Than Commercial Technical Data and Computer Software - Small Business Innovation Research Program and Sm	Dec-22	None.
DFARS	252.243-7002	Requests for Equitable Adjustment.	Dec-12	"Government" means "LockheedMartin."
DFARS	252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Jan-21	None.
FAR	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered	Nov-21	Seller shall provide Lockheed Martin copies of any reports provided under this clause which relate to the performance of this contract.
DFARS	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Nov-21	Applies if this Contract exceeds the threshold in FAR 9.405-2(b). Does not apply if this contract is for commercial off the shelf items. Copies of notices provided by Seller to the

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				Contracting Officer shall be provided to Lockheed Martin.
DFARS	52.244-6	Subcontracts for Commercial Products and Commercial Services.	Oct-22	None.
NAVSEA	C-202-H001	ADDITIONAL DEFINITIONS BASIC (NAVSEA)	Oct-18	
	C-211-H016	SPECIFICATIONS AND STANDARDS (NAVSEA)	Oct-18	
	C-227-H009	ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA)	Jan-19	
	NIST SP 800-171 REV. 1	For compliance with DFARS 252.204-7012, the Contractor is authorized to implement the security requirements of NIST SP	Dec-16	
	D-211-H001	PACKAGING OF DATA (NAVSEA)	Feb-22	

F. GOVERNMENT CONTRACT CLAUSES INCORPORATED BY FULL-TEXT

C-202-H001	ADDITIONAL DEFINITIONS BASIC (NAVSEA)	Oct-2018	C-202-H001 ADDITIONAL DEFINITIONS–BASIC (NAVSEA) (OCT 2018) (a) Department - means the Department of the Navy. (b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor. (c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise. (d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows: (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number. (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply. (End of text)
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C-211-H016	SPECIFICATIONS AND STANDARDS (NAVSEA)	Oct-2018	C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018) (a) Definitions. (i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments). (ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing. (b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below. (End of text)
C-227-H009	ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA)	Jan-2019	C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019) (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s). (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part. (c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings. (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information. (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate. (f) Compliance with this requirement is a material requirement of this contract. (End of text)
D-211-H001	PACKAGING OF DATA (NAVSEA)	Feb-2022	D-211-H001 PACKAGING OF DATA (NAVSEA) (FEB 2022) Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial

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			practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), 32 CFR Part 117. (End of text)
NIST SP 800-171 REV. 1	NIST SP 800-171 REV. 1	Dec-2016	NIST SP 800-171 REV. 1 For compliance with DFARS 252.204-7012, the Contractor is authorized to implement the security requirements of NIST SP 800-171 Revision 1, dated, December 2016. (End of text)