

10/08/2026

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

10/08/2026

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 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	Date	Title	Modifications
DFARS	252.204-7000	October-16	Disclosure of Information.	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20days."
DFARS	252.204-7014	January-26	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	None.
DFARS	252.208-7000	December-91	Intent to Furnish Precious Metals as Government-Furnished Material.	Applies if this contract involves precious metals.
DFARS	252.209-7010	August-26	Critical Safety Items.	N/A.
DFARS	252.211-7008	September-26	Use of Government-Assigned Serial Numbers	None.

ARTSv3 FA8656-23-D-A017, Rev 1
10/08/2026

DFARS	252.216-7010	December-26	Postaward Debriefings for Task Orders and Delivery Orders.	
DFARS	252.225-7008	March-26	Restriction on Acquisition of Specialty Metals.	None.
DFARS	252.225-7047	June-26	Exports by Approved Community Members in Performance of the Contract.	The blanks paragraph (b) is completed as follows _____.
DFARS	252.225-7972 DARS 2024-00014	August-26	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (DEVIATION 2024-00014)	
DFARS	252.226-7003	August-24	Drug-Free Work Force. (Redesignated from 252.223-7004 and revised accordingly)	
DFARS	252.237-7010	January-26	Prohibition on Interrogation of Detainees by Contractor Personnel.	None.
DFARS	252.243-7002	December-26	Requests for Equitable Adjustment.	"Government" means "Lockheed Martin."
DFARS	252.244-7000	November-26	Subcontracts for Commercial Products or Commercial Services.	None.
DFARS	252.245-7005	January-26	Management and Reporting of Government Property.	
FAR	52.202-1	June-20	Definitions.	
FAR	52.203-10	May-14	Price or Fee Adjustment for Illegal or Improper Activity.	
FAR	52.203-15	June-10	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.	None.
FAR	52.203-16	June-20	Preventing Personal Conflicts of Interest.	None.

10/08/2026

FAR	52.204-15	October-16	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	Applies if this Contract exceeds the thresholds in FAR 4.1703 except does not apply if the prime contract is funded by the Department of Defense. "Contractor" means "Lockheed Martin." The reports referred to in paragraph (f)(1) shall be furnished by Seller to Lockheed Martin by October 8 of each year. In paragraph (f)(2) the words "The Contractor shall advise the subcontractor" are changed to "Lockheed Martin advises Seller".
FAR	52.204-23	December-23	Prohibition on Contracting for Hardware, Software, & Services Developed or Provided by Kaspersky Lab Covered Entities	
FAR	52.204-27	June-23	Prohibition on a ByteDance Covered Application.	
FAR	52.208-9	May-14	Contractor Use of Mandatory Sources of Supply or Services.	"Contracting Officer" means "Lockheed Martin."
FAR	52.209-6	January-25	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Proposed for Debarment	
FAR	52.222-51	May-15	Exemption From Application of the Service Contract Labor Standards to Contracts for	None.

ARTSv3 FA8656-23-D-A017, Rev 1
10/08/2026

			Maintenance, Calibration, or Repair	
FAR	52.223-23 DARS 2025- O0004	March-25	(DEVIATION 2025-O0004) Sustainable Products and Services. (DEVIATION 2025-O0004) (MARCH 2025)	
FAR	52.225-23	November-23	Required Use of American Iron, Steel, and Manufactured Goods-Buy American Statute-Construction Materials under Trade Agreements	Applies if this subcontract involves the furnishing of steel, and other manufactured goods for use as construction material.
FAR	52.225-23 ALT I	November-23	Alternate I - Required Use of American Iron, Steel, and Manufactured Goods-Buy American Statute-Construction Materials under Trade Agreements	Applies if this subcontract involves the furnishing of steel, and other manufactured goods for use as construction material.
FAR	52.225-3	November-23	Buy American-Free Trade Agreements-Israeli Trade Act.	None.
FAR	52.226-7	May-24	Drug-Free Workplace. (Re-designated from 52.223-6)	
FAR	52.226-8	May-24	Encouraging Contractor Policies To Ban Text Messaging While Driving. (Re-designated from 52.223-18)	
FAR	52.227-16	June-87	Additional Data Requirements.	"Contracting Officer" means "Lockheed Martin and the Contracting Officer."
FAR	52.227-17	December-07	Rights in Data -- Special Works.	Communication with the Contracting Officer shall be made through Lockheed Martin.

ARTSv3 FA8656-23-D-A017, Rev 1
10/08/2026

FAR	52.227-18	December-07	Rights in Data -- Existing Works.	"Government" in paragraph (b) includes Lockheed Martin."
FAR	52.227-22	June-87	Major System -- Minimum Rights.	None.
FAR	52.232-39	June-13	Unenforceability of Unauthorized Obligations.	None.
FAR	52.242-2	April-91	Production Progress Reports.	"Contracting Officer" means "Lockheed Martin."
FAR	52.244-6	January-25	Subcontracts for Commercial Products and Commercial Services.	
FAR	52.246-1	April-84	Contractor Inspection Requirements.	"Government" means "Lockheed Martin."
FAR	52.246-7	August-96	Inspection of Research and Development Fixed-Price.	"Government" means "Lockheed Martin and the Government " in paragraphs (a), (b) and (c). "Government" means "Lockheed Martin" in paragraphs (d), (e), and (f). "Contracting Officer" means "Lockheed Martin."
AFFARS	5352.223-9000	June-24	Elimination of Use of Class I Ozone Depleting Substances (ODS)	