

**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**

SELLER agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost

of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

**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	252.204-7004	Antiterrorism Awareness Training for Contractors.	JAN 2023	None.
DFARS	252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement.	NOV 2025	None.
DFARS	252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements.	NOV 2025	
DFARS	252.215-7009	Proposal Adequacy Checklist	MAR 2023	
DFARS	252.217-7028	Over and Above Work.	DEC 1991	"Administrative Contracting Officer," "Contracting Officer," and "Government" mean Lockheed Martin. Paragraph (f) is deleted.
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	N/A.
DFARS	252.227-7014	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation.	MAR 2023	
DFARS	252.228-7006	Compliance with Spanish Laws and Insurance.	JUN 2010	
DFARS	252.229-7005	Tax Exemptions (Spain).	DEC 2012	N/A.

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DFARS	252.237-7023	Continuation of Essential Contractor Services.	OCT 2010	"Contracting Officer" means Lockheed Martin. The term "Government" includes Lockheed Martin.
DFARS	252.243-7002	Requests for Equitable Adjustment.	DEC 2022	"Government" means "Lockheed Martin."
DFARS	252.245-7005	Management and Reporting of Government Property.	JAN 2024	

Type	Clause No.	Title	Date	Modifications
FAR	52.203-16	Preventing Personal Conflicts of Interest.	JUN 2020	None.
FAR	52.222-90(RFO)	(RFO)/Addressing DEI Discrimination by Federal Contractors.	FEB 2026	
FAR	52.229-8	Taxes Foreign Cost-Reimbursement Contracts.	MAR 1990	In paragraph (b), "Contracting Officer" and "Government of the United States" mean "Lockheed Martin." The blank is completed with _____.
FAR	52.232-17	Interest.	MAY 2014	"Government" means "Lockheed Martin."
FAR	52.232-39	Unenforceability of Unauthorized Obligations.	JUN 2013	None.
FAR	52.240-91(RFO)	(RFO)/Security Prohibitions and Exclusions.	FEB 2026	
FAR	52.240-92(RFO)	(RFO)/Security Requirements.	FEB 2026	
FAR	52.240-93(RFO)	(RFO)/Basic Safeguarding of Covered Contractor Information Systems.	FEB 2026	
FAR	52.243-2 ALT II	Alternate II - Changes-Cost-Reimbursement.	APR 1984	
FAR	52.245-9	Use and Charges.	APR 2012	Communications with the Government under this clause will be made through Lockheed Martin.

## **F. GOVERNMENT CONTRACT CLAUSES INCORPORATED BY FULL-TEXT**

### **CTXT.211-9510 CONTRACTOR EMPLOYEES (NAVAIR) (MAY 2011)**

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

### **HTXT.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)**

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance. The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(b) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(c) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(d) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer

### **HTXT.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)**

The following types of insurance are required in accordance with the clause entitled, **FAR 52.228-5, "Insurance-Work on a Government Installation** and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: **\$200,000** per person and **\$500,000** per accident for bodily injury.
- (b) Automobile Insurance: **\$200,000** per person and **\$500,000** per accident for bodily injury and **\$500,000** per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: **\$200,000** per person and **\$500,000** per occurrence for bodily injury, other than passenger liability; **\$200,000** per occurrence for property damage. Passenger bodily injury liability limits of **\$200,000** per passenger, multiplied by the number of seats or number of passengers, whichever is greater.