

08/24/2026

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

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

08/24/2026

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 Hotline Posters.	10/1/2016	
DFARS	252.204-7000	Disclosure of Information.	10/01/2016	In paragraph (b) "Contracting Officer" means "Lockheed Martin" and "10 days" means "20days."
DFARS	252.204-7004	Antiterrorism Awareness Training for Contractors.	02/01/2019	
DFARS	252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement.	11/01/2025	
DFARS	252.219-7004	Small Business Subcontracting Plan (Test Program).	05/01/2019	
DFARS	252.225-7008	Restriction on Acquisition of Specialty Metals.	03/01/2013	
DFARS	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales.	04/01/2003	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.	04/01/2003	
DFARS	252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	2/1/2014	
DFARS	252.239-7001	Information Assurance Contractor Training and Certification.	01/01/2008	
DFARS	252.243-7002	Requests for Equitable Adjustment.	12/01/2012	"Government" means "Lockheed Martin."
DFARS	252.244-7000	Subcontracts for Commercial Items.	01/01/2021	
DFARS	252.245-7005	MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY	01/01/2024	

Stinger Missile W15QKN-21-D-0008, Rev 2

08/24/2026

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	52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	08/01/2020	
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	6/1/2020	
FAR	52.222-90(RFO)	(RFO)/Addressing DEI Discrimination by Federal Contractors.	4/1/2026	
FAR	52.232-16	Progress Payments.	11/01/2021	"Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and(i) where it means "Lockheed Martin and the Government."
FAR	52.232-17	Interest.	05/01/2014	"Government" means "Lockheed Martin."
FAR	52.245-9	Use and Charges.	04/01/2012	Communications with the Government under this clause will be made through Lockheed Martin.