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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

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6/2/2025**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.	Title	Date	Modifications
FAR	52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	Jun-10	None
FAR	52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	Oct 09	
FAR	52.227-15	Representation of Limited Rights Data and Restricted Computer Software	Dec 07	None.
DFAR	252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	Nov-23	None
DFAR	252.211-7008	Use of Government-Assigned Serial Numbers	Sep-10	None
DFAR	252.246-7001 ALT II	Alternate II - Warranty of Data	Mar-14	"Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin. "The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government."

F. RESERVED**G. RESERVED**

H. U.S. GOVERNMENT FLRAA SUBCONTRACT CLAUSES INCORPORATED BY FULL-TEXT

FLRAA Clause #	Description	Rev Date	Modifications
H-1	Absorbed Costs	May 5, 2025	None.
H-2	New Assertions / Restrictions	May 5, 2025	“Attachment N” is to be substituted throughout the clause and replaced with the Seller’s “F360 Data Rights Assertions Table” as incorporated in any resulting Purchase Order.
H-3	Breach of Contract	May 5, 2025	“Attachment N” is to be substituted throughout the clause and replaced with the Seller’s “F360 Data Rights Assertions Table” as incorporated in any resulting Purchase Order.
H-4	Warranty of Data	May 5, 2025	None.

H-1 Absorbed Costs

For all efforts required (directly or indirectly) in performance of this contract, the Seller shall not absorb (self-fund, e.g. develop exclusively at private expense) or fund (e.g. develop exclusively at private expense) all or any portion of cost (direct or indirect) without prior written notification (IAW Clause H-2 below) to Bell Textron Inc, a Textron Company incorporated (hereinafter referred to as “BTI”). BTI will review and consult with the United States Government (USG) as needed (IAW Clause H-2 below).

The Seller releases and discharges BTI for any financial liability to pay, directly or indirectly under this contract or any other existing or future BTI-funded program, these absorbed cost expenses that are allocable and otherwise billable to the contract. In each billing statement submitted by Seller to BTI for payment, the Seller shall provide a complete statement of costs incurred and shall segregate and specifically identify any costs absorbed by the Seller or satisfied from its own funds.

This requirement shall be flowed down to all subcontractors at all tiers.

Note: Absorbed (self-fund, e.g. develop exclusively at private expense) cost under Clause H-1 does not include any additional cost necessary to complete the contract / CLIN / SLIN when total costs are greater than the ceiling price of the contract / CLIN / SLIN, as the additional development costs necessary to complete development shall not be considered when determining whether development was at USG, private, or mixed expense IAW DFARS 252.227-7013 and 252.227-7014.

H-2 New Assertions / Restrictions

The Government obtained certain rights in intellectual property, as identified in Attachment N – USG IP Data Rights of the contract (hereinafter referred to as Attachment N – USG IP Data Rights), including

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rights to enable specific use-cases to effectively and economically provide for maintenance, sparing, modifications/upgrades, and software support throughout the period of performance of the contract. Therefore, BTI and the USG will not accept modifications to Attachment N – USG IP Data Rights that further restrict the USG's rights without justification and adequate consideration, excluding assertions that are based on new information or inadvertent omissions at BTI's level. As such, Seller shall notify BTI in writing before the Seller and/or Seller's subcontractors performs any Independent Research and Development (IR&D) project, performs any self-funded project (e.g. develops exclusively at private expense), executes any subcontract or modification, or takes any action that could potentially impact the USG's rights or ability to execute the use-cases identified in Attachment N – USG IP Data Rights. Notification must be made reasonably in advance of such action that may cause a restriction / assertion to be more restrictive to the Government. Such notification shall also be brought to BTI and BTI will bring such notification to the USG IP working group for additional discussion on the potential impact of the change. The written notification shall include the following information:

- (i) A description of the supplies and services.
- (ii) Identification of the proposed subcontractor / project.
- (iii) Identification of the type of contract / subcontract.
- (iv) Identification of any new / modified data rights assertions to be added to Attachment N – USG IP Data Rights, proposed cost share, absorb (self-fund, e.g. develop exclusively at private expense) cost or IR&D planned.
- (v) Identification of the affected item in Attachment N – USG IP Data Rights, the associated deliverable to be furnished with restrictions, and the basis for the revision.
- (vi) Additional information may be requested by BTI in accordance with FAR 52.244-2, Subcontracts. Furthermore, the Seller shall not, without the written approval of BTI or the USG, incorporate any commercial computer software, to include open-source software, into any deliverable under this contract.

As BTI reserves the right to consideration (refer to Clause H-3 for remedies) on any revision to Attachment N – USG IP Data Rights that will negatively impact the life cycle costs of the contract, Seller may request a determination from BTI prior to taking any action.

The USG may exercise its right to validate the assertion and associated restrictions in accordance with DFARS 252.227-7019 and DFARS 252.227-7037. The incorporation of Seller's data rights assertions contained in Attachment N (including its subcontractors assertions) into this contract constitutes BTI's acknowledgement of receipt of the assertions, but does not constitute BTI and USG's agreement as to the validity of these assertions nor does this constitute a commercial determination.

H-3 Breach of Contract

BTI has the unilateral right to terminate the contract completely or partially for default if Seller fails to perform or comply with any material provision of the contract (breach of contract) in accordance with the terms and conditions of the contract. This includes:

- Independent Validation
 - o Including revalidation due to failure of independent validation.
- Delivery
 - o Deliverables tied to each use case (identified in Attachment N – USG IP Data Rights) to be delivered under this contract are sufficient / adequate to execute the specified use case, as

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asserted in Attachment N – USG IP Data Rights. Use Case requirements / definitions are specified in Attachment N – USG IP Data Rights.

- Asserted Rights, Negotiated Licenses Agreements, and Attachment N – USG IP Data Rights.
 - o Compliance with the terms and conditions contained in any negotiated license agreements (Attachment N – USG IP Data Rights).
 - o All restrictive rights, to include asserted non-commercial rights, patent rights (subject and background), and commercial rights, are complete and accurate for each deliverable / use case to be delivered under this contract and are identified in Attachment N – USG IP Data Rights.
- As asserted by Seller in Attachment N – USG IP Data Rights, as part of its offer, sufficient rights are provided to execute the specified use case and perform third party validation through the level of data rights to which the USG is already entitled. Seller shall notify BTI of any breach which Seller discovers during the period of performance of the contract. Seller will otherwise be notified by BTI of any failure to perform or comply with the terms of the contract. If the time remaining in the period of performance is sufficient to permit a realistic cure period, Seller will be provided an opportunity to cure the breach in accordance with the FAR clauses included in Attachment D of the contract. The cure period will be stated in the notification letter. Should Seller fail to cure the breach within the stated time, BTI may pursue remedies to include:
 - o Require Seller to correct, replace, repurchases, redevelop, redesign, or resource the nonconforming deliverable at Seller's expense. Such expense to correct, replace, repurchases, redevelop, redesign, or resource the nonconforming deliverable is expressly unallowable under the contract or any other BTI contract.
 - o BTI elects to correct, replace, repurchase, redevelop, redesign, or resources the same or similar suppliers or services against Seller's account using any terms and acquisition method deemed appropriate by BTI and Seller.
 - o Revalidation expense – In instances in which validation of a specific use-case has failed, BTI may elect to charge Seller for any expense required to attempt subsequent validation of that use-case.
 - o If BTI terminates the contract for default in accordance with the FAR Clauses included in Attachment D of the contract, BTI shall assess and demand any liquidated damages or any other ascertainable damages to which BTI is entitled under the contract. These damages are in addition to any revalidation expense or the expenses necessary to correct, replace repurchase, redevelop, redesign, or resource the nonconforming deliverable. Seller is not liable for any indirect or special damages, indirect or consequential loss, loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits or revenue, or costs of capital as a result of termination of the contract.
 - o In lieu of a written demand for payment, the expenses to revalidate or the expenses necessary to correct, replace, repurchase, redevelop, redesign, or resource the nonconforming deliverable may result in a price and/or fee reduction to the remaining un-terminated portion(s) of the contract. Such consideration will be documented via contract modification.
 - o Clause 10 (Quality Control/Inspection) of Attachment C-1 – Terms and Conditions shall apply if a deliverable under this contract is not delivered within the time specified by this contract or does not pass the inspection and acceptance requirements stipulated in Clause 10 upon delivery.

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Notes – Seller is responsible for the actions / inactions of Sellers' subcontractors and will be held accountable for any resulting breach caused by the Seller and/or Sellers' subcontractor(s). This provision only applies to an actual material breach during the performance of the contract. Any warranty related action is strictly excluded from this provision.

H-4 Warranty of Data

In addition to the provisions under the Warranty of Data DFARS Clause 252.246-7001 and Section 3 Breach of Contract, the following provisions apply to deliverables under this contract:

- a. **Definition.** Data means all information contained in a deliverable under this contract to include (but not limited to) technical data, computer software and computer software documentation.
- b. **Warranty of Data.** Notwithstanding inspection and acceptance by BTI or the USG of data furnished under this contract, and notwithstanding any provisions of this contract concerning the conclusiveness of acceptance, Seller warrants that all data delivered under this contract will, at the time of delivery, conform to the specifications and all other requirements of this contract. The warranty period shall extend for three years after contract completion (contract period of performance end date).
- c. **Seller Notification.** Seller agrees to notify BTI in writing immediately of any breach of the above warranty which Seller discovers within the warranty period.
- d. **Remedies.** The following remedies shall apply to all breaches of the above warranty, whether Seller notifies BTI in accordance with paragraph (c) above or if BTI notifies the Seller of the breach in writing within the warranty period:
 - (1) Within a reasonable time after such notification, BTI may
 - (i) By written notice, direct the Seller to correct or replace at the Seller's expense the nonconforming data promptly; or
 - (ii) If BTI and/or the USG determines that BTI and/or the USG no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by BTI and/or the USG, inform the Seller by written notice that BTI elects a price or fee adjustment instead of correction or replacement.
 - (2) If the Seller refuses or fails to comply with a direction under paragraph (d)(1)(i), BTI may, within a reasonable time of the refusal or failure
 - (i) Correct or replace the nonconforming data and charge the cost to Seller; or
 - (ii) Elect a price or fee adjustment instead of correction or replacement.
- e. The provisions above apply anew to that portion of any corrected or replaced data furnished to BTI under paragraph (d)(1)(i).