

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

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
DFAR	252.203-7995	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2017-O0001)	Nov-16	
DFAR	252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	Dec-19	
DFAR	252.225-7980	CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-O0008)	Jun-16	Applies to Purchase Orders requiring performance in the United States Africa Command area of responsibility.
DFAR	252.225-7981	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (OTHER THAN USCENTCOM) (DEVIATION 2015-O0016)	Sep-15	Applies to Purchase Orders valued at more than \$50,000 that are to be performed outside the United States and its outlying areas, in support of a contingency operation in which members of the armed forces are actively engaged in hostilities, except for contracts that will be performed in the United States Central Command area of responsibility.
DFAR	252.225-7987	REQUIREMENTS FOR CONTRACTOR PERSONNEL PERFORMING IN USSOUTHCOM AREA OF RESPONSIBILITY (DEVIATION 2021-O0004)	Feb-21	Applies to Purchase Orders requiring performance in the United States Southern Command area of responsibility.
DFAR	252.225-7993	PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-O0022)	Sep-15	Applies to Purchase Orders exceeding \$50,000 that will be performed outside of the United States and its outlying areas.
DFAR	252.225-7995	CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-O0004)	Sep-17	Applies to Purchase Orders requiring performance in the United States Central Command area of responsibility.

DFAR	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENTS	Dec-12	
FAR	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	Jun-20	Applies to Purchase Orders with a value at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award; Supplier is required to provide Buyer with the information required in paragraphs (d)(2) and (d)(3) of the clause; such information provided by Supplier will be made publicly available.
FAR	52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	Oct-16	Applies to all Purchase Orders that will be performed outside the United States in areas of combat operations, as designated by the Secretary of Defense, or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.
FAR	52.225-3	BUY AMERICAN-FREE TRADE AGREEMENTS-ISRALI TRADE ACT	Jan-21	Applies to Purchase Orders for the acquisition of supplies and the acquisition of services involving the furnishing of supplies.
FAR	52.226-6	PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS	May-14	Applies to Purchase Orders that exceed the threshold specified in Federal Acquisition Regulation 26.404 on the date of award, for the provision, service, or sale of food in the United States.
FAR	52.242-15	STOP-WORK ORDER	Aug-89	In paragraph (a), the term “90 days” is changed to “100 days”; in paragraph (b)(2), the term “30 days” is changed to “15 days”.