

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. 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
FAR	52.232-39	Unenforceability of Unauthorized Obligations.	JUN 2013	
DFARS	252.225-7008	Restriction on Acquisition of Specialty Metals.	MAR 2013	
DFARS	252.225-7025	Restriction on Acquisition of Forgings.	DEC 2009	Applies if the Work contains forging items described by the clause.
DFARS	252.225-7036	Buy American - Free Trade Agreements - Balance of Payments Program.	JAN 2023	

F. GOVERNMENT CONTRACT CLAUSES INCORPORATED BY FULL-TEXT

Computer Software and Databases Delivered/Received - C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM LOCKHEED MARTIN (JAN 2019)

- (a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled "Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation" (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.
- (b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from Lockheed Martin for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.
- (c) Any license agreement governing the use of any computer software or computer software documentation delivered to Lockheed Martin as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Lockheed Martin or Government employees and personnel under Lockheed Martin contract or Government contract).
- (d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to Lockheed Martin.
- (e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227- 7014) to restrict or limit Lockheed Martin or the Government from making copies.
- (f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, Lockheed Martin and the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

- (g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

Commercial Warranty Extension - C-246-H001 EXTENSION OF COMMERCIAL WARRANTY (OCT 2018)

The Contractor shall extend to Lockheed Martin and the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to Lockheed Martin and the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software.

Acceptance of the standard commercial warranty does not waive Lockheed Martin's and the Government's rights under the "Inspection" clause, nor does it limit Lockheed Martin's or the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

Prohibited Packing Materials - D-247-W001 PROHIBITED PACKING MATERIALS (OCT 2018)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, the use of yellow wrapping or packaging material is prohibited except where used for the containment of radioactive material. Loose fill polystyrene is prohibited for shipboard use.

Organizational Conflict of Interest Disclosure - H-209-H003 REQUIRED DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (NOV 2022)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to Lockheed Martin, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, at the time of execution of this contract the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Lockheed Martin Procurement Representative. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Lockheed Martin Procurement Representative in making a determination on this matter. Notwithstanding this notification, Lockheed Martin may terminate the contract for the convenience of Lockheed Martin/the Government if determined to be in the best interest of Lockheed Martin/the Government.
- (d) Notwithstanding paragraph (c) above, if the Contractor was aware, or should have been aware,

of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Lockheed Martin Procurement Representative, Lockheed Martin may terminate this contract for default.

- (e) If the Contractor fails to take action required by this requirement, or required by the Lockheed Martin Procurement Representative upon receipt of the Contractor's disclosure required by paragraph (c), Lockheed Martin may terminate this contract for default.
- (f) The Lockheed Martin Procurement Representative's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (g) The Contractor shall promptly notify the Lockheed Martin Procurement Representative, in writing, if it has been tasked to evaluate or advise Lockheed Martin/the Government concerning its own products or activities, those of its subcontractors, those of one of its prime contractors (to which the contractor is a subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect Lockheed Martin's/the Government's interest.
- (h) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (i) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (j) Compliance with this requirement is a material requirement of this contract.

Organizational Conflict of Interest Restrictions - H-209-H004 RESTRICTIONS RESULTING FROM POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (NOV 2022)

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to Lockheed Martin, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of Lockheed Martin/the Government, the right of the Contractor to participate in future procurement of equipment or services that are the subject of any work under this contract shall be limited in accordance with FAR 9.5.
- (c) The Contractor agrees that to prevent the existence of conflicting roles and unfair competitive advantage, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate, subcontractor, consultant, or employee of the Contractor, any joint venture, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to Lockheed Martin/the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract, unless an exception under FAR 9.505 exists. This exclusion also does not apply to any work covered by FAR 9.505-2 (a)(3) or (b)(3) or recompetition for those systems, components or services furnished pursuant to this contract.
- (d) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing

or selling to Lockheed Martin/the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (f) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (g) Compliance with this requirement is a material requirement of this contract.