

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

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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	Date	Title	Needed Modifications
FAR	52.208-9	5/1/2014	Contractor Use of Mandatory Sources of Supply or Services.	"Contracting Officer" means "Lockheed Martin."
FAR	52.230-2A	5/1/2018	(DEVIATION 2018-O0015) Cost Accounting Standards (DEVIATION 2018-O0015)	
FAR	52.230-4A	5/1/2018	(DEVIATION 2018-O0015) Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns (DEVIATION 2018-O0015)	
FAR	52.232-39	6/1/2013	Unenforceability of Unauthorized Obligations.	None.
FAR	52.239-1	8/1/1996	Privacy or Security Safeguards.	N/A.
FAR	52.245-9	Apr-12	Use and Charges.	Communications with the Government under this clause will be made through Lockheed Martin.
FAR	52.246-15	4/1/1984	Certificate of Conformance.	N/A.
FAR	52.247-64 ALT I	Apr-03	Alternate I - Preference for Privately Owned U.S.-Flag Commercial Vessels.	
DFAR S	252.225-7025	12/1/2009	Restriction on Acquisition of Forgings.	Applies if the Work contains forging items described by the clause.
DFAR S	252.225-7028	4/1/2003	Exclusionary Policies and Practices of Foreign Governments.	N/A.
DFAR S	252.227-7017	1/1/2011	Identification and Assertion of Use, Release, or Disclosure Restrictions.	Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.

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DFAR S	252.234-7004	3/1/2014	Cost and Software Data Reporting System.	In paragraph (b), "Government" means Lockheed Martin.
DFAR S	252.243-7002	12/1/2012	Requests for Equitable Adjustment.	"Government" means "LockheedMartin."
FAR	52.204-24	8/1/2019	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	
DFAR S	252.211-7007	8/1/2012	Reporting of Government-Furnished Property.	Applies if Seller will be in possession of Government property for the performance of this contract.
DFAR S	252.245-7001	4/1/2012	Tagging, Labeling, and Marking of Government-Furnished Property.	N/A.
DFAR S	252.245-7004	12/1/2017	Reporting, Reutilization, and Disposal.	"Contracting Officer" means Lockheed Martin.
DFAR S	252.215-7009	1/1/2014	Proposal Adequacy Checklist	
DFAR S	252.217-7026	11/1/1995	Identification of Sources of Supply.	The information required by this clause is limited to the identification of those items procured from lower tier sources where Contractor will provide those items as separate end items to Lockheed Martin. Items which are included as components of end items delivered by Contractor to Lockheed Martin do not need to be identified.

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FAR	52.225-3	5/1/2014	Buy American-Free Trade Agreements-Israeli Trade Act.	None.
DFAR S	252.225-7049	12/1/2014	Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities-Representations.	
FAR	52.222-48	5/1/2014	Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair	None.
FAR	52.222-52	5/1/2014	Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.	None.
FAR	52.227-6	Apr-84	Royalty Information.	None.
FAR	52.230-1A	5/1/2018	(Deviation 2018-O0015) Cost Accounting Standards Notices and Certification (Deviation 2018-O0015)	
FAR	52.230-1IA	5/1/2018	(Deviation 2018-O0015) Alternate I - Cost Accounting Standards Notices and Certification (Deviation 2018-O0015)	
FAR	15.408	Apr-11	Solicitation Provisions and Contract Clauses.	
FAR	15.403-1	Dec-04	Prohibition on obtaining cost or pricing data (10 U.S.C. 2306a and 41 U.S.C. 254b).	
FAR	15.406-2	Apr-11	Certificate of Current Cost or Pricing Data	