

**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. AMENDMENTS REQUIRED BY PRIME CONTRACT**

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
FAR	52.224-1	Privacy Act Notification.	4/1/1984	
FAR	52.224-2	Privacy Act.	4/1/1984	
FAR	52.227-16	Additional Data Requirements.	6/1/1987	
FAR	52.227-21	Technical Data Declaration, Revision, and Withholding of Payment-Major Systems.	5/1/2014	
FAR	52.229-8	Taxes- Foreign Cost-Reimbursement Contracts.	3/1/1990	
FAR	52.229-9	Taxes- Cost-Reimbursement Contracts with Foreign Governments.	3/1/1990	
FAR	52.232-39	Unenforceability of Unauthorized Obligations.	6/1/2013	
FAR	52.239-1	Privacy or Security Safeguards.	8/1/1996	
FAR	52.246-7	Inspection of Research and Development- Fixed-Price.	8/1/1996	
DFARS	252.204-7004	Alternate A, System for Award Management.	2/1/2014	
DFARS	252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material.	12/1/1991	
DFARS	252.222-7000	Restrictions on Employment of Personnel.	3/1/2000	
DFARS	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales.	4/1/2003	
DFARS	252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	4/1/2003	
DFARS	252.225-7993	(DEVIATION 2014-O0020) Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operation	9/1/2014	

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DFARS	252.228-7001	Ground and Flight Risk.	6/1/2010	
DFARS	252.239-7010	Cloud Computing Services.	9/1/2015	Applies if this Contract involves use of cloud services.
DFARS	252.239-7017	Notice of Supply Chain Risk.	11/1/2013	
DFARS	252.243-7002	Requests for Equitable Adjustment.	12/1/2012	
FAR	52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act.	5/1/2014	
SECTION	252.225-7972	(DEVIATION 2024-00014)Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems	8/1/2024	