

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
DFARS	252.211-7006	Dec-19	Passive Radio Frequency Identification.	
FAR	52.246-15	Apr-84	Certificate of Conformance.	
FAR	52.215-2 ALT III	Jun-99	Alternate III - Audit and Records-Negotiation.	
FAR	52.215-12 DEV	May-18	(DEVIATION 2018-O0015) SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	
FAR	52.215-13 (DEV)	May-18	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATION (DEVIATION 2018-O0015) applicable when 52,215-11 applies)	
FAR	52.215-21 ALT I	Oct-10	Alternate I - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modif	
FAR	52.215-21 ALT II	Oct-97	Alternate II - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications.	
FAR	52.215-21 ALT III	Oct-97	Alternate III - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications.	
FAR	52.215-21 ALT IV	Oct-10	AlternateIV - Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modif	
FAR	52.215-23 ALT I	Oct-09	Alternate I - Limitations on Pass-Through Charges.	
FAR	52.219-28	Jul-13	Post-Award Small Business Program Rerepresentation.	
FAR	52.222-35 ALT I	Jul-14	Equal Opportunity for Veterans.	
FAR	52.222-36 ALT I	Jul-14	Equal Opportunity for Workers with Disabilities	
FAR	52.230-2 (DEV)	May-18	COST ACCOUNTING STANDARDS (DEVIATION 2018-O00150)(APPLICABLE TO NEGOTIATED ORDERS SUBJECT TO CAS, UNLESS THE CONTRACT IS	
FAR	52.232-39	Jun-13	Unenforceability of Unauthorized Obligations.	
DFARS	252.219-7003 ALT I	May-19	Alternate I - Small Business Subcontracting Plan (DoD Contracts).	
DFARS	252.204-7012B	May-24	(DEVIATION 2024-o0013) Safeguarding Covered Defense Information and Cyber Incident Reporting. (DEVIATION 2024-o0013)	

F. GOVERNMENT CONTRACT CLAUSES INCORPORATED BY FULL-TEXT

WSSTERMCZ04-- GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (GIDEP)

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(Applicable to orders >\$500,000, or lower value when Contracting Officer provides notice that term will apply)

- a. The Contractor will actively participate in the Government Industry Data Exchange Program (GIDEP) per the Operations Manual (OM). The Contractor will submit information concerning critical or major nonconformances, as defined in FAR 46.101, to the GIDEP information system.
- b. The Contractor will insert paragraph (a) of this clause in any subcontract when deemed necessary by the Contractor. When so inserted, the word "contractor" will be changed to "subcontractor."
- c. The Contractor will when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data, which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.
- d. The Contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture.
- e. Associated Data Item Description (DID) DI-QCIC-80125B: Alert/Safe-Alert Reporting to GIDEP.