

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 arising from the Solicitation # W58RGZ-24-R-0085, 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

SELLER agrees that upon the request of LOCKHEED MARTIN it will negotiate in good faith with LOCKHEED MARTIN relative to amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as LOCKHEED MARTIN may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the cost

of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

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	52.204-5	Women-Owned Business (Other Than Small Business).	(OCT 2014)	
FAR	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	(AUG 2020)	
FAR	52.215-13	SUBCONTRACTOR COST OR PRICING DATA- MODIFICATIONS (DEVIATION 2022-O0001)	(OCT 2021)	Applies if this contract exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 and modifications are not otherwise exempt from the requirement to provide certified cost or pricing data.
FAR	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT.	(OCT 2009)	
FAR	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	(OCT 1997)	Note: "Contracting Officer" and "Government" means "LOCKHEED MARTIN." In paragraph (e) "1 year" is changed to "six months."
FAR	52.232-16	PROGRESS PAYMENTS (DEVIATION 2020-O0010)	(NOV 2021)	Applicable to subcontracts with noncommercial items with the following note: "Contracting Officer" means "Lockheed Martin" except in paragraph (g) where it means "Lockheed Martin or Contracting Officer." "Government" means "Lockheed Martin" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "Lockheed Martin and the Government."
FAR	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	(JUN 2013)	Note: "Government" means "LOCKHEED MARTIN."
FAR	52.245-9	USE AND CHARGES	(APR 2012)	Note: Communications with the Government under this clause will be made through Lockheed Martin.
FAR	52.246-15	CERTIFICATE OF CONFORMANCE	(APR 1984)	

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DFARS	252.204-7000	DISCLOSURE OF INFORMATION	(OCT 2016)	Note: In paragraph (b) "Contracting Officer" means "LOCKHEED MARTIN" and "10 days" means "20 days."
DFARS	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	(Oct 2016)	
DFARS	252.204-7018	PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES	(JAN 2023)	Note: Copies of reports provided by SELLER under this clause will be provided to LOCKHEED MARTIN
DFARS	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	(DEC 2022)	
DFARS	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	(DEC 2009)	Note: Applies if the Work contains forging items described by the clause.
DFARS	252.225-7052	RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN.	(DEC 2019)	Note: Applies except where an exception in paragraph (c) applies
DFARS	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	(JAN 2023)	Note: "Offeror" means "Seller." "Contracting Officer" means "Lockheed Martin or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.
DFARS	252.228-7001	GROUND AND FLIGHT RISK	(MAR 2023)	Note: In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through LOCKHEED MARTIN. Any equitable adjustment provided for this clause shall be implemented in this contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.
DFARS	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	(MAY 2023)	
DFARS	252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM	(NOV 2014)	Applies to Major Subcontracts over \$50M
DFARS	252.234-7004	COST AND SOFTWARE DATA REPORTING SYSTEM ALT I	(NOV 2014)	Applies to Major Subcontracts over \$50M
DFARS	252.234-7004	ALTERNATE I - COST AND SOFTWARE DATA REPORTING SYSTEM	(NOV 2014)	Paragraph (b) expressly makes the clause applicable to subcontracts in excess of \$50,000,000. Note: In paragraph (b), "Government" means LOCKHEED MARTIN.
DFARS	252.239-7000	PROTECTION AGAINST COMPROMISING EMANATIONS	(OCT 2019)	Only applies if Subcontractor will be performing classified work. Note: "Contracting Officer" means "Lockheed Martin." "Government" means "Lockheed Martin and the Government" in paragraphs (c) and (d).
DFARS	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(DEC 2022)	Note: "Government" means "LOCKHEED MARTIN."

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DFARS	252.245-7005	MANAGEMENT AND REPORTING OF GOVERNMENT PROPERTY.	(JAN 2024)	Note: "Contracting Officer" means "LOCKHEED MARTIN." "Government" means "LOCKHEED MARTIN and the Government" in paragraphs (c) and (d).
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F. GOVERNMENT CONTRACT CLAUSES INCORPORATED BY FULL-TEXT

H-1 CLASS II ECPs

This paragraph does not limit the Government's right to process changes to the contract IAW FAR 52.243-1 (Aug 1987), "Changes- Fixed Price". The Contractor shall not incorporate Class II ECPs without the DCMA office at Sikorsky Aircraft concurring with the ECP as a Class II. The Contractor shall not incorporate Class II changes affecting the items listed below without approval by the PCO.

- a. Critical Characteristics of CSIs/Flight Safety Parts/Flight Essential Parts
- b. GFM Hardware
- c. Configuration Item Interfaces

H-3 FEDERAL AVIATION ADMINISTRATION CRITICAL SAFETY ITEM IDENTIFICATION

The Contractor shall identify any CSI that has been independently certified by the FAA that required an airworthiness approval tag (FAA Form 8130-3), and shall provide a copy of such FAA Form 8130-3 to the Government upon delivery of the part.

H-7 MARKING OF GOVERNMENT FURNISHED MATERIAL FOR FOREIGN MILITARY SALES AIRCRAFT

Government Furnished Material (GFM) provided to the Contractor for incorporation in FMS A/C will contain a "Mark For" in the shipping address to indicate the specific FMS case for which the GFM is being provided. Unless otherwise authorized by LOCKHEED MARTIN or Contracting Officer, the Contractor shall ensure that the GFM is utilized for the specific FMS case indicated with no exceptions.

H-21 DISCLOSURE OF INFORMATION: CUI

The Contractor shall not release any unclassified information to foreign governments or international organizations, regardless of medium (e.g., film, tape, and document), pertaining to any part of this contract or any program related to this contract to anyone outside the Contractor's organization, unless:

- a. Approval for release through the ITAR process IAW 22CFR125.2 is obtained; or
- b. Contracting Officer approval in writing is obtained; or
- c. The information is otherwise in the public domain before the date of release.

The Contractors organization shall include subcontractors to the prime for this contract.

The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime Contractor to the Contracting Officer.

Pursuant to DFARS 252.204-7000, Disclosure of Information, this provision constitutes prior Contracting Officer's written approval to release CUI (1) directly related to the performance of the contract to

subcontractors requiring such information provided that the Contractor has ensured that the requirements cited in paragraphs a or c above are met, and (2) to Government auditors or other Government personnel acting in their official capacity.