MERCURY SYSTEMS, INC. FLOWDOWN PROVISIONS FOR COMMERCIAL ITEMS (FAR PART 12)

INCORPORATION OF U.S. GOVERNMENT REGULATORY CLAUSES

The FAR, DFARS, and NFS 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 Subcontract. 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 or higher-tier subcontract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. If no specific date is provided for any clauses incorporated into this Subcontract, the applicable version of each clause will be the version that was in effect at the time the clause was incorporated into the Prime Contract. The Contracts Disputes Act shall have no application to this Subcontract, and the SELLER shall have no right of direct action against the U.S Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Subcontract, and not any FAR AND DFARS disputes clause.

GOVERNMENT SUBCONTRACT

(1) This Subcontract is entered into by the parties in support of a U.S. Government prime contract. The term "Subcontract" as used in the text of this document (including parenthetical instructions), *but not in the clauses listed herein,* includes subcontracts or purchase orders between MERCURY SYSTEMS and SELLER.

(2) In all clauses listed herein, terms shall be revised to suitably identify the party to establish SELLER's obligations to MERCURY SYSTEMS and to the Government, and to enable MERCURY SYSTEMS to meet its obligations under the prime contract. *In the clauses listed herein,* and without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean MERCURY SYSTEMS, the term "Contracting Officer" shall mean MERCURY SYSTEMS's subcontracting or purchasing representative, the term "Contractor" or "Offeror" shall mean SELLER, "Subcontractor" shall mean SELLER'S subcontractor or supplier, and the term "Contract" shall mean this subcontract or purchase order. For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change (a) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, or (b) when title to property is to be transferred directly to the Government. The listed FAR AND DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following FAR AND DFARS clauses do not apply to this subcontract, such clauses are considered to be self-deleting.

PROVISIONS OF THE FEDERAL ACQUISITION REGULATION INCORPORATED BY REFERENCE

The following FAR clauses apply to this Subcontract:

No minimum dollar value threshold:

FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (applies if the subcontract is funded under ARRA)
FAR 52.203-17	Contractor Employee Whistleblower Rights (does not apply if the subcontract is in support of DoD, NASA, or the Coast Guard)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
FAR 52.204.21	Basic Safeguarding of Covered Contractor Information Systems (other than COTS)
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (excluding paragraph (b)(2) of this clause)
FAR 52.204-27	Prohibition on a ByteDance Covered Application
FAR 52.204-30	Federal Acquisition Supply Chain Security Act Orders – Prohibition (excluding paragraph(c)(1) of this clause (all Federal Supply Schedules, Governmentwide acquisition contracts, and multi-agency contracts where FASCSA orders are applied at the order level)
FAR 52.219-8	Utilization of Small Business Concerns (applies if the subcontract offers further subcontracting opportunities)
FAR 52.222-41	Service Contract Labor Standards (applies if the subcontract is for services, and subject to the Service Contract Labor Standards statute)
FAR 52.222-50	Combating Trafficking in Persons
FAR 52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements
FAR 52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements
FAR 52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (applies if subcontract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute)
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (applies if subcontract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute)
FAR 52.224-3	Privacy Training
FAR 52.225-26	Contractors Performing Private Security Functions Outside the United States (applies only in that circumstance)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (applies if SELLER is a small business concern, but does *not* apply if MERCURY SYSTEMS does not receive accelerated payments under the prime contract or higher-tier subcontract)
FAR 52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities
FAR 52.244-6	Subcontracts for Commercial Items
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (applies if the subcontract may involve ocean transportation of supplies)

Subcontracts exceeding $3,500 in value:

FAR 52.222-54	Employment Eligibility Verification (Applies to (1) subcontracts for— (i) Services (except for commercial services that are part of the purchase

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of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;(2) Has a value of more than $3,500; and (3) Includes work performed in the United States.)

Subcontracts exceeding $10,000 in value:

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act

CLAUSES APPLICABLE TO SUBCONTRACTS OVER $15,000 ALSO INCLUDE:

FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation APR 2026)

Subcontracts exceeding $20,000 in value:

FAR 52.222-36 Equal Opportunity for Workers with Disabilities (unless exempted by rules, regulations, or orders of the Secretary)

Subcontracts of $35,000 in value:

FAR 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations

Subcontracts of $200,000 or more in value:

FAR 52.222-35 Equal Opportunity for Veterans (unless exempted by rules, regulations, or orders of the Secretary of Labor)

FAR 52.222-37 Employment Reports on Veterans (unless exempted by rules, regulations, or orders of the Secretary of Labor)

Subcontracts exceeding $7,500,000 in value:

FAR 52.203-13 Contractor Code of Business Ethics and Conduct (applies if the subcontract exceeds $7,500,000 in value, *and* the period of performance is more than 120 days; disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

PROVISIONS OF THE U.S. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE

The following DFARS clauses apply to this Subcontract if it is under a DOD prime contract or a higher-tier subcontract under such a prime contract:

DFARS 252.204-7004 Antiterrorism Awareness Training for Contractors (applies when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation).

DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Seller shall (i) notify Mercury Systems, Inc. when Seller submits a request to vary from a NIST SP 800-171 security requirement to DoD, in accordance with paragraph (b)(2)(ii)(B) of this clause and (ii) provide the incident report number, automatically assigned by DoD, to Mercury Systems, Inc. as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.)

DFARS 252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors

DFARS 252.204-7015 Notice of Authorized Disclosure of Information to Litigation Support Contractors

DFARS 252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services

DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements

DFARS 252.204-7021 Cybersecurity Maturity Model Certification Requirement (excludes commercially available off-the-shelf items)

DFARS 252.211-7003 Item Unique Identification and Valuation (applies if the subcontract requires the Work to contain “unique item identification"; items subject to unique item identification are identified elsewhere in the subcontract; all reports required to be submitted under this clause shall be submitted to MERCURY SYSTEMS)

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program)(applicable to subcontracts expected to exceed the applicable threshold specified in FAR 19.702(a) and contain FAR 52.219-9)

DFARS 252.223-7008 Prohibition of Hexavalent Chromium

DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (applies if the Work to be furnished contains specialty metals; paragraph (d) is deleted)

DFARS 252.225-7039 Defense Contractors Performing Private Security Functions Outside of the United States (applicable when private security functions will be performed outside the United States in areas of (1) Contingency operations;(2) Combat operations, as designated by the Secretary of Defense; (3) Other significant military operations (as defined in 32 CFR part 159), designated by the Secretary of Defense upon agreement of the Secretary of State; (4) Peace operations, consistent with Joint Publication 3-07.3; or (5) Other military operations or military exercises, when designated by the Combatant Commander.)

DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (applies if the subcontract contains covered materials identified in the clause)

DFARS 252.225-7054 Prohibition on Use of Certain Energy Sourced from Inside the Russian Federation

DFARS 252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime

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DFARS 252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
DFARS 252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations
DFARS 252.225-7063	Restriction on Acquisition of Components of T-AO 205 and T-ARC Class Vessels (applicable to subcontracts for components identified in (a)(1) of the clause)
DFARS 252.225-7993	Dev 2015-O0016 Prohibition on Contracting with the enemy (applicable to subcontracts with an estimated value in excess of $50,000 that are being, or will be, performed outside the United States and its outlying areas, in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. This class deviation remains in remains in effect until December 31, 2025, or otherwise rescinded.)
DFARS 252.227-7013	Rights in Technical Data -- Other Than Commercial Products and Commercial Services (applies to the extent specified in DFARS 252.227-7015)
DFARS 252.227-7015	Technical Data – Commercial Products and Commercial Services.
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (applies when the subcontract requires the delivery of technical data)
DFARS 252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel (applies to subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.)
DFARS 252.237-7019	Training for Contractor Personnel Interacting with Detainees (applies to subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties)
DFARS 252.239-7010	Cloud Computing Services
DFARS 252.244-7000	Subcontracts for Commercial Products and Commercial Services
DFARS 252.246-7003	Notification of Potential Safety Issues (applies if the subcontract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system; SELLER shall provide notifications to MERCURY SYSTEMS and the contracting officer identified to SELLER)
DFARS 252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (applicable to solicitations and resulting subcontracts for (i) electronic parts; (ii) end items, component parts, or assemblies containing electronic parts; and (iii) services where the subcontractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service)
DFARS 252.246-7008	Sources of Electronic Devices (applicable to subcontracts that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.)
DFARS 252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (applicable to subcontracts with motor carriers, brokers, or freight forwarders.)
DFARS 252.247-7023	Transportation of Supplies by Sea (applies in lieu of FAR 52.247-64; in the first sentence of paragraph (g), insert a period after “Contractor” and delete the balance of the sentence; paragraphs (f) and (g) shall not apply if the subcontract is valued at or below the simplified acquisition threshold)

PROVISIONS OF THE NASA FEDERAL ACQUISITION REGULATION (NFS) INCORPORATED BY REFERENCE

The following NFS clauses apply to this Subcontract if it is under a NASA prime contract or a higher-tier subcontract under such a prime contract:

NFS 1852.204-76	Security Requirement for Unclassified Information Technology Resources (applicable to subcontracts that process, manage, access, or store NASA electronic information).
NFS 1852.223-70	Safety and Health Measures and Mishap Reporting (applicable to subcontracts above the simplified acquisition threshold when work is fully or partly on federally-controlled facilities).
NFS 1852.223-71	Frequency Authorization (applicable to subcontracts for developing, producing, testing, or operating a device for which a radio frequency authorization is required).
NFS 1852.225-70	Export Licenses.
NFS 1852.228-76	Cross-Waiver of Liability for International Space Station Activities.
NFS 1852.228-78	Cross-Waiver of Liability for Science or Space Exploration Activities Unrelated to the International Space Station.
NFS 1852.237-72	Access to Sensitive Information (applicable to subcontracts that may involve access to sensitive information).
NFS 1852.237-73	Release of Sensitive Information (applicable to subcontracts that may require the furnishing of sensitive information).
NFS 1852.246-73	Human Space Flight Item.
NFS 1852.246-74	Contractor Counterfeit Electronic Part Detection and Avoidance (applicable to subcontracts for (a) electronic parts; (b) end items, components, parts, or assemblies containing electronic parts; or

(c) services where the covered contractor will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service, including subcontracts for commercial products and commercial services that are for electronic parts or assemblies containing electronic parts, unless the subcontractor is the original manufacturer.