

**APPENDIX PS (PRIME SUPPLEMENT)**

**PRIME CONTRACT SUPPLEMENTAL TERMS AND CONDITIONS**

The 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. In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified CorpDocs, the version or date of the clause set forth in this document shall take precedence.

"Contracting Officer" shall mean "Lockheed Martin" except in paragraph (g) of the clause where it shall mean "Lockheed Martin or Contracting Officer." "Government" shall mean "Lockheed Martin" except: (1)



DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011) ("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 (JUN 2010) (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 252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (DEC 2011) (Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract." Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.229-7003 TAX EXEMPTIONS - ITALY (MAR 2012) (Applies if Seller is a United Kingdom firm. "This Contract" means "the prime contract." Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.232-7012 PERFORMANCE-BASED PAYMENTS – WHOLE-CONTRACT BASIS (MAR 2014) (Applies to SELLER only if LOCKHEED MARTIN concurs with SELLER's request to be paid by means of performance based payments and a Performance-Based Payment schedule is incorporated into this Contracte–24.1(e)2 Tm [(Co)-.4sac(p)1.9(h)3.6(rs)t2.7(-)1.3 O2UREs t.5(ifsha9(o)5b)1.93(n)3.6(t)7.9(s)]TJ SE'0.4

DFARS 252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (DEC 2012) ("Government" means "LOCKHEED MARTIN." Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applies if Work delivered under this Contract is subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016) (Applies if Seller is in possession of Government Property.)

DFARS 252.246-7001 WARRANTY OF DATA (MAR 2014) ("Government" means "Lockheed Martin or the Government." "Contracting Officer" means "Lockheed Martin." The last sentence in paragraph (b) is changed to read as follows: "The warranty period shall extend for three years after completion of delivery of the data to Lockheed Martin, or if the data is delivered to the Government, either by Lockheed Martin or Seller, the warranty period shall extend for three years after delivery to the Government." Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997) (Applies if Seller will perform work under this Contract on a Government installation. "Contracting Officer" means "Lockheed Martin.")

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012) (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "Lockheed Martin." In paragraph (e) "the prime contractor" means "Seller.")

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (NOV 2012) (Applies if Seller will perform work on a Government installation. All communication with the Government required by this clause shall be conducted through Lockheed Martin.)