

LOCKHEED MARTIN CORPORATION

PRIME SUPPLEMENTAL FLOWDOWN DOCUMENT (PSFD)

**ADDITIONAL TERMS AND CONDITIONS FOR SUBCONTRACTS/PURCHASE ORDERS
UNDER**

Israel DCS
Contract Number 4440328190

Generated Using Lockheed Martin CorpDocs 2011 Version

Revision 2 dated June 9, 2015

The following are the supplemental terms and conditions to be incorporated, in addition to those other terms and conditions from the applicable CorpDoc 1 into subcontracts issued under the Prime Contract 4440328190 Israel DCS.

The Terms and Conditions listed below are incorporated by reference and made a part of this Contract. Unless otherwise limited in this Contract, each document applies in its entirety.

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 clauses set forth in this document shall take precedence.

To the extent that any clause included in this PSFD is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

The following FAR clause is added:

Federal Acquisition Regulations (FAR) 52-249-2 (May 2004) Termination for Convenience of the United States Government, (fixed price) and incorporated by reference herein Article 18 of the Contract Terms and Conditions. The Termination for Convenience clauses in the CorpDocs referenced above should be considered deleted and FAR 52-249-2 shall take precedence.

SECTION H- SPE

¹Common hardware consists of commercially available, off-the-shelf items that do not require custom production or specific manufacture.

²Raw materials are items that are in a natural state, not subject to manufacturing, refining, or finishing processes, and routinely stored without accountability or segregation based on origin.

³Commercially available off-the-shelf item means a commercial item sold in substantial quantities in the commercial marketplace and offered to the U.S. Government without modification and in the same form in which it is sold in the commercial marketplace (see 41 USC 431). It does not include bulk cargo such as agricultural products and petroleum products.

(B) SELLER certifies to and agrees to the following:

(1) United States Government (USG) funds will be used to finance the Contract and acceptance of the Contract will constitute acknowledgment of such notification of USG financing.

(2) The recipient(s) and amount(s) of any commission, contingent fees, or similar compensation paid or to be paid in any way (to include payments to a bona fide employee or a bona fide commercial or selling agency), whether in cash or in kind, directly or indirectly related to the Contract are fully disclosed below.

Recipient(s) of commissions, contingent fees, or compensation:

(2) Accounts located outside the United States in the name of the principal executive officers of SELLER (and any nominees) who have been personally and substantially involved in this Contract, and

b. Acceptance and implementation of the Contract constitutes agreement by the SELLER to identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, or the U.S. Department of Justice, or a U.S. Federal Grand Jury: