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. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and DFARS clauses included in this Contract.

(Applies unless Seller is furnishing commercially available off-the-shelf items.)

(Does not apply if contract is for a Commercial

(The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted)

(Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

(Applies if Seller is a United Kingdom firm. "Contracting Officer" means " LOCKHEED MARTIN") (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

(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.)

(Applicable to the 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 Contract. "Contracting Officer" shall mean "Lockheed Martin")

(Applies if this contract requires securing telecommunications. (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

("Government" means "LOCKHEED MARTIN") (Does not apply if contract is for a Commercial Item as defined in FAR Part 2.101)

Applies if this contract requires delivery of Items directly to the Government.)

"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 contract is for a Commercial Item as defined in FAR Part 2.101)

Paragraph (a) through (e) apply. To the extent this clause conflicts with other provisions of this contract, this clause shall prevail. In paragraph (c)(2) "Government" means "Lockheed Martin and the Government." In paragraph (c)(6) "Contracting Officer" means "Lockheed Martin and the Contracting Officer.")