

CUSTOMER CONTRACT REQUIREMENTS
KF-X EMD JDAM-LJDAM Phase 2 Integration
CUSTOMER CONTRACT 2103-KFX-JDAM-001

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

A. FORCE MAJEURE

In accordance with the Force Majeure Article of the General Provisions, Seller shall notify Buyer in writing within 10 days after the beginning of any such cause. The notification shall include a written confirmation of the occurrence of the Force Majeure event issued by the Chamber of Commerce or a similar independent third party in the location where the event occurred. The notification shall indicate that (i) Seller could not reasonably foresee occurrence of the Force majeure event at the time of execution of this Contract; and (ii) Seller could not control the failure of or the delay in delivery of the Goods due to such Force Majeure Event.

B. MAINTENANCE OF SECRECY

1. Seller warrants that any data or information related to this Contract, will be held and preserved as "Confidential Matters of the KAI" in strict compliance with the relevant laws and regulations of the Republic of Korea. Seller further warrants that any data or information related to this Contract, originally developed by Buyer shall be held and preserved as "Confidential Matters of The Boeing Company." Seller warrants that any document provided by Buyer in relation to this Contract shall be protected in accordance with the equivalent U.S. or Korean security classification.

2. Regardless of whether or marked with "Confidential," all documents and communications in relation to this Contract shall not be disclosed or released in any way without Buyer's prior written consent.

3. Seller's obligations provided in this Article shall survive termination or completion of this Contract.

C. PROPER CONTRACT PRICE

1. Seller guarantees that all the prices specified in this Contract do not include any improper costs, and warrants that this Contract is made directly between Seller and Buyer.

2. Seller shall guarantee that the prices stated in this Contract do not exceed Seller's prices specified in any other non-US government contract with the same configurations, quantities, terms and conditions, and delivery period, and are not higher than those stated to other buyers similarly situated at the time of Contract effectivity.

D. INTELLECTUAL PROPERTY RIGHTS

1. If Buyer receives a claim that any service or part provided by Seller under this Contract infringes an Intellectual Property right, Seller shall, at its own expense and option, conduct the following actions:

- a. Settle the claim in an amicable way such as reconciliation with the claimant;
- b. Procure for the Buyer or Buyer's Customer, the right to use such service or part provided by Seller under this Contract in a manner specified in this Contract;
- c. Replace or modify the service or part with an equivalent but non-infringing alternative that conforms to the specifications of this Contract; or
- d. Defend against such claims. If any court of competent jurisdiction holds such Commodity to constitute infringement, Seller shall take at its own option one of the actions described under a through c above.

2. Notwithstanding the foregoing provisions, Seller will have no obligation under this article with regard to any infringement arising from (i) to the extent applicable, the compliance of Seller's service or part with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications, (ii) use of the service or part for other than their intended application, or (iii) the modification or combination of such service or part with other item(s) when such infringement would not have occurred from the use of such service or part solely for the purpose for which they were designed or sold by Seller.

2.

Customer Contract Requirements (Direct Commercial Sales)

In addition to the requirements set forth in the Boeing General Provisions and other terms and conditions in or attached to this Contract, the Goods to be delivered under this Contract may be common to items delivered to a U.S. Government customer. Accordingly, the following terms supporting technical conformance of the Goods apply to this Contract to the extent indicated below. In all of the following clauses, "Contractor" and "Offeror" mean Seller. Certain clauses below may be deemed inapplicable if the parts being purchased under this Contract previously had commercial item determinations (CIDs) completed and approved for identical parts.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021). Paragraph (b)(2) is deleted. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016). Seller shall submit the information required by paragraph (c) (1) annually to Buyer by October 15th during each year of contract performance, and at the end of contract performance.

52.225-13 Restriction on Certain Foreign Purchases (FEB 2021).

252.204-7018 Prohibition of the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2021). In paragraph (d), all required reporting shall be to Buyer.

252.209-7010 Critical Safety Items (AUG 2011). The second sentence in paragraph (b) is deleted and replaced with the following: Items delivered under the Contract are considered critical safety items if they have previously been designated as critical safety items under a prior contract. Paragraph (c) is deleted replaced with the following: Heightened quality assurance surveillance. Items considered critical safety items in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.

252.223-7003 Change in Place of Performance-Ammunition and Explosives (DEC 1991). The clause is revised as follows: (a) Seller shall identify in their offer, the place of performance of all ammunition and explosives work that would be covered by 252.223-7002. Failure to furnish this information with the offer may result in rejection of the offer. (b) Seller agrees not to change the place of performance of any portion of the offer that would be covered by 252.223-7002 after the date set for receipt of offers without the written approval of the Contracting Officer, which shall be obtained through Buyer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance. (c) If a contract results from this offer, Seller agrees not to change any place of performance previously cited without the advance written

approval of the Contracting Officer, which shall be obtained through Buyer.

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013). The term "Contracting Officer" means "Buyer."

252.225-7001 Buy American and Balance of Payments Program (MAR 2022). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. (DEC 2018). This clause applies if the Contract is for items covered by the United States Munitions List or the 600 series of the Commerce Control List.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019). Paragraphs (d) and (e)(1) of this clause are excluded. In paragraph (e)(2), the term "Government" means "Buyer." Paragraph (c) (6) is revised as follows: (c) (6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then Seller shall disclose to Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

252.225-7011 Restriction on Acquisition of Supercomputers (JUN 2005).

252.225-7012 Preference for Certain Domestic Commodities (APR 2022).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.

252.225-7025 Restriction on Acquisition of Forgings (DEC 2009). This clause applies if the Contract is for forging items or for other items that contain forging items.

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006).

252.225-7036 Buy American- Free Trade Agreements-Balance of Payments Program- Basic (MAR 2022). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (OCT 2020). This clause applies if the contract is for items containing a covered material, unless an exception in paragraph (c) applies.

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-00015) (MAY 2020).

252.246-7003 Notification of Potential Safety Issues (JUN 2013). This clause applies if this 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. The notification required by paragraph (c) of this clause will be provided to Buyer.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance

System (AUG 2016). This clause applies if the Contract is for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

252.246-7008 Sources of Electronic Parts (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means "Seller" and the term "subcontractor" means "Seller's lower-tier suppliers." In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).