

**CUSTOMER CONTRACT REQUIREMENTS
AH-64D Helicopter Modification and Support
CUSTOMER CONTRACT No. 2226**

CUSTOMER CONTRACT REQUIREMENTS

If Form GP1 is applicable to this procurement, this Attachment constitutes the customer clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the customer clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the customer clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the customer clauses contemplated by Article 31.

1. The following contract clause is incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.245-2 Government Property (Fixed Price Contracts) (APR 1984). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

2. The following prime contract special provisions apply to this purchase order:

A. FOREIGN MILITARY SALES

The Seller certifies that the price of this Contract does not include any direct or indirect costs of sales commissions or fees for Seller's sales representatives involved in Foreign Military Sales.

B. SPARE PARTS

Seller shall provide components, spare parts, tools and accessories for the equipment under this contract for ten years (10) years from the effective date of this contract by promptly submitting proposals, that may, from time-to-time be requested by the Buyer. The pricing of the components, spare parts, tools and accessories shall be at reasonable prices with reasonable delivery dates in no event to be less favorable than those offered to Seller's most favored customer, excepting the U.S. Government, in similar circumstances (quantities, time frame, terms and conditions, etc.) and in accordance with the U.S. Priorities and Allocation System requirements.

C. PRODUCTION STOPS

Seller shall notify Buyer at least six (6) months in advance of any planned stop, if known, of production of major equipment items similar or common to the items to be supplied hereunder, and of the planned restart, if known, of production of such items to allow Buyer the opportunity of ordering additional spare parts at the time such production is in progress.

D. SECURITY REQUIREMENTS

(1) Classified information and materials furnished to Seller by Buyer shall not be used for any other purpose without the expressed written consent of the Buyer.

(2) The disclosure, transmittal, use, storage, distribution and disposition of all information, data, documentation and equipment produced or exchanged by either party under the terms of this contract shall be in accordance with the procedure utilized by Seller for the protection of U.S. Government work (as per NISPOM DOD-5220.22M) and in accordance with buyer's technology control plan, security procedures and requirements or as otherwise set forth in this contract. Buyer's security organization shall have the right to designate a particular item or document as classified.

(3) All of Seller's personnel who are to perform services under this contract in Israel shall be subject to Israeli security requirements. Buyer supplied questionnaires shall be completed by Seller's personnel who

are to perform services in Israel and submitted by Seller's personnel to the Buyer's security organization at least sixty (60) days prior to planned departure from the U.S.

(4) Seller agrees to insert security provisions, as referenced in the Article 2. D. in those appropriate subcontracts awarded hereunder (domestic and foreign).

(5) Seller shall abide by its security regulations and procedures in its performance of this contract.

(6) Buyer will certify the security clearance of Buyer personnel to Seller's security office prior to their arriving at Seller's or Israeli facilities. Buyer personnel shall be subject to Seller, Israeli and U.S. Government security requirements.

(7) Notwithstanding any provision in this contract to the contrary, in no event shall Buyer deny Seller consent to disclose information relating to this contract to the U.S. Government, if such disclosure is required by U.S. law.