

CUSTOMER CONTRACT REQUIREMENTS

CUSTOMER CONTRACT 40-0106

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If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. The following contract clauses are 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.

52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (JUL 1995). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2003). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

52.204-2 Security Requirements (AUG 1996). "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.

52.208-8 Helium Requirement Forecast and Required Sources of Supply for Helium (JUN 1997). This clause only applies if helium is required.

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

52.211-15 Defense Priority and Allocation Requirements (SEP 1990). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (JAN 2004). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (FEB 1995). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-40 Notification of Ownership Changes (FEB 1995). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.219-8 Utilization of Small Business Concerns (MAY 2004).

52.219-9 Small Business Subcontracting Plan (JAN 2002). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000. and Seller is not a small business concern.

52.222-1 Notice to Government of Labor Disputes (FEB 1997). "Contracting Officer" shall mean Buyer.

52.222-4 Contract Work Hours and Safety Standards Act — Overtime Compensation (SEP 2000). This clause applies only if this contract exceeds \$100,000. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-20 Walsh-Healy Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-27 Affirmative Action Compliance Requirements for Construction (FEB 1999). This clause applies only if this contract exceeds \$10,000.

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$ 10,000.

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (JUN 2003). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

52.225-10 Duty-free Entry (APR 1984). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

52.225-13 Restrictions on Certain Foreign Purchases (JAN 2004).

52.227-1 Authorization and Consent (JUL 1995).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984). This clause applies only if this contract will involve access to classified information.

52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

52.227-12 Patent Rights - Retention by the Contractor (Long Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

52.228-5 Insurance - Work on a Government Installation (SEP 1989). Seller shall provide and maintain insurance as set forth in this contract.

52.230-6 Administration of Cost Accounting Standards (NOV 1999). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in Buyer's contract.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (FEB 1985).

52.242-15 Stop Work Order (AUG 1989). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.244-6 Subcontracts for Commercial Items (OCT 1995)

52.245-2 Government Property (Fixed Price Contracts) (MAY 2004). 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.

52.245-17 Special Tooling (DEC 1989). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.

52.245-18 Special Test Equipment (FEB 1993). Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.

52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). This clause only applies if this contract involves international air transportation.

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (APR 2003), Alternate I (APR 2003).. In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

2. DoD Contracts. If this Contract is placed under a Department of Defense Contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer.

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (Dec 1991). The term "Offeror" shall mean Seller. This clause applies only if this contract exceeds \$100,000 and if an item being purchased contains precious metal.

252.225-7002 Qualifying Country Sources as Subcontractors (DEC 1991)

252.225-7009 Duty-free Entry — Qualifying Country Supplies (End Products and Components) (DEC 1991).

252.225-7012 Preference for Certain Domestic Commodities (MAY 1994).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (1993). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.

252.225-7022 Restriction on Acquisition of Polyacrylonitrile (PAN) Based Carbon Fiber (DEC 1991). "Contracting Officer" means Buyer. This clause applies only if the product furnished under this contract contains polyacrylonitrile carbon fibers (alternatively referred to as PAN-based carbon fibers or PAN-based graphite fibers).

252.225-7025 Restriction on Acquisition of Forgings (APR 1993). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

252.225-7026 Reporting of Contract Performance Outside the United States (MAY 1995). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7015 Technical Data - Commercial Items (NOV 1995). This clause applies only if the delivery of data is required for commercial items under this contract.

252.227-7016 Rights in Bid or Proposal Information (JUN 1995).

252.227-7018 Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program (JUN 1995). This clause applies only if the delivery of noncommercial technical data or computer software to the Government is required under Buyer's prime contract.

252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

252.227-7030 Technical Data - Withholding of Payment (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999). This clause applies only if the delivery of data is required by this contract.

252.235-7003 Frequency Authorization (DEC 1991). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

3. If goods or services being procured under this contract are for commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$10,000.

4. Cost Accounting Standards

(1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated April 1998.

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998.

(3) (Applicable if this contract incorporates clause H003). The version of FAR 52.230-4, Consistency in Cost Accounting Practices, incorporated by clause H003 is the version dated August 1992.

(4) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards – Educational Institution, incorporated by clause H004 is the version dated April 1998.

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

A. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this Contract.

B. RELEASE OF NEWS INFORMATION -- NON-PUBLICITY

It is a material condition of this purchase order that the Seller shall not use or allow to be used any aspect of this purchase order for publicity or advertisement purposes. No news release, including photographs and films, public announcements, or confirmation of same, on any part of the subject matter of any lower-tier subcontract shall be made. It is further understood that this obligation shall not expire upon completion or termination of this

purchase order, but will continue indefinitely. The Seller may request a waiver or release from the foregoing, but shall not deviate therefrom unless authorized to do so in writing by the Buyer.

C. DISCLOSURE OF FOREIGN INTEREST IN UNITED STATES DOMESTIC CONCERN

(1) It is a material condition of this purchase order that the Seller shall promptly disclose to the Buyer any information pertaining to any interest of a foreign ownership, control, or influence nature in the Seller that has developed at any time during this purchase order's duration or has come to the Buyer's attention subsequent to execution of this purchase order.

(2) The Seller shall, in any case in which it believes that foreign influence exists or is being sought to be obtained over its affairs, or the affairs of a lower-tier subcontractor, promptly notify the Buyer of all the pertinent facts, even if such influence is not exerted to the degree specified in paragraph (5).

(3) For United States domestic suppliers, it is a material condition of this purchase order that the Seller shall remain free from foreign ownership, control, or influence as herein defined in paragraph (5). The Seller hereby agrees that acquisition of such interest may be a basis for termination of this purchase order. If such a condition is created through no act or omission of the Seller, the termination shall be for the convenience of the Buyer. However, if the acquisition of such interest has been brought about by an act or omission on the part of the Seller, such shall be deemed to be an act of default and the remedies of the parties determined accordingly.

(4) Breach of any of the warranties, agreements and undertakings of this clause may be regarded as a material breach of the purchase order, and no implied or express waiver of this clause may be created by any action or inaction on the part of the Buyer, unless such is expressly provided in writing.

(5) Definitions: For the purposes of this clause, the following definitions shall be deemed conclusive, unless provided otherwise therein.

(A) "foreign" -- in the case of a natural person, one who is a citizen of any country other than the United States. In the case of any other entity, one whose principal source of income, or actual control, is in or exerted from any country other than the United States.

(B) "interest" -- beneficial or legal ownership by a single foreign interest of 5 percent or more of the organization's securities or ownership by multiple foreign owners equaling 25 percent, or beneficial or legal foreign ownership of any debt or debt security of the Seller by one or more foreign persons or entities, or beneficial or legal foreign ownership of any debt or debt security of the Seller whose owner or possessor is entitled to any right of inspection of the Seller's books or to exercise any control or limitation over the Seller's business.

(C) "control" -- membership on the board of directors or as an officer of the Seller of any foreign citizen, or of any other person who represents in any capacity any foreign entity.

D. TIMELY NOTICE OF LITIGATION

(1) The Seller hereby agrees to immediately give notice to the Buyer of any anticipated or current litigation involving or in any way relating to this purchase order or pertinent subcontracts. Said notice shall include all relevant information with respect thereto.

(2) The Seller agrees to insert this requirement in any lower-tier subcontract under this purchase order. In the event of litigation, the subcontractor shall immediately notify the Seller of all relevant information with respect to such litigation.

E. NOTICE OF DELAY

In addition to the obligations under the Notice to the Government of Labor Disputes clause, whenever any other actual or potential event is delaying or threatening to delay performance of the services under any Subcontract, the Seller shall give the Buyer timely written notice thereof.

F. CLASS 1 OZONE DEPLETING SUBSTANCES

Unless otherwise identified and prior approval for use has been granted by the Government, the Subcontractor shall perform all specifications, standards and tasks without the required use of class 1 ozone depleting substances.

G. FAR 52.216-5 PRICE REDETERMINATION--PROSPECTIVE

Insert in all lower-tier fixed price redetermination or fixed price incentive revision subcontracts the substance of the Quarterly Limitation on Payments Statement in paragraph (h) of FAR 52.216-5. No news release, including photographs and films, public announcements, or confirmation of same, on any part of the subject matter of any Subcontract shall be made.

H. IDENTIFICATION OF RESTRICTED RIGHTS COMPUTER SOFTWARE

The Offeror is requested to identify in their proposal, to the extent feasible, any computer software which was developed at private expense for which the Offeror desires to negotiate restricted rights, and to state the nature of the proposed restrictions. If no such computer software is identified, it will be assumed that all deliverable computer software will be subject to unlimited rights.

I. REQUIREMENT FOR TECHNICAL DATA CERTIFICATION

The Offeror shall submit with their offer a certification as to whether they have delivered or are obligated to deliver to the Government under any purchase order or subcontract, the same or substantially the same technical data included in their offer. If so, the Offer shall identify one such purchase order or subcontract under which such technical data was delivered or will be delivered, and the place of such delivery

J. RIGHT OF THE GOVERNMENT TO ACQUIRE TECHNICAL ASSISTANCE

(1) It is agreed that the terms and conditions of this provision do not limit in any manner, the Seller's obligation under the Deferred Ordering of Technical Data or Computer Software clause, if it is contained herein. In addition, the terms, conditions, and definitions contained in the Rights in Technical Data and Computer Software clause, included in this purchase order are applicable and shall govern in case of conflict with this clause.

(2) Definition. Technical assistance means technical and other data, technical analysis and advice, training, special tooling, computer software, and any other assistance necessary for a licensee or the Government to produce, maintain, operate or modify any item or component produced, or any process or software used under this purchase order.

(3) The Government and/or Buyer shall have the right to direct the Seller to furnish technical assistance to the Government and/or licenses named by the Government during the performance of this purchase order or for a period of three years after the end of the period of and as may be modified hereafter or after termination of this purchase order. The Buyer may exercise this provision or any portion thereof by modification of this purchase order.

(4) Prior to exercise of the above provision, the Government shall define the technical assistance required, including the desired terms and conditions of any additional licenses necessitated as a result of the exercise

of the above option. The Seller shall provide a not-to-exceed price and delivery schedule for the required technical assistance upon request. Upon exercise, the Government and/or Buyer shall enter into negotiations directly with the Seller to establish fair and reasonable prices, terms and conditions. The Seller shall furnish technical assistance ordered in accordance with the agreed upon delivery schedule.

(5) The Government may use, duplicate, or disclose any technical data or computer software provided as a part of technical assistance prior to completion of negotiations for fair and reasonable prices, terms and conditions upon giving written notice to the Seller either directly or through the Buyer. This notice will specify the technical data and computer software which is to be used, and the nature and conditions of the use. The Government may proceed to use such technical data and computer software for the purposes so specified, but shall otherwise protect it from use or publication.

(6) Lower-Tier Subcontract provisions:

(A) This clause, in its entirety, shall be included in all subcontracts of any tier, unless excused by the Contracting Officer in writing, or unless the subcontracted item is a standard commercial space applications item which is manufactured, developed or generated by more than one source of supply consented to by the Buyer.

(B) The word "Contractor" appearing in this clause includes "subcontractors" unless otherwise stated.

(C) If a subcontractor is required to furnish technical assistance directly to the Government as a result of the exercise of provisions contained herein. The Contractor shall not burden this purchase order with indirect charges or fees for any price paid to the subcontractor for the technical assistance.

(D) The Government may negotiate any request for greater rights directly with a subcontractor. The prime Contractor consents to the processing of an appeal by any subcontractor of any tier in the name of the prime Contractor under the Disputes clause from any decision of the Contracting Officer concerning rights in technical data or computer software under the clause.

(E) If a potential subcontractor refuses to accept any provisions of this clause, the Contractor shall promptly submit a written report to the Buyer. The report shall state the reasons for refusal, whether any of the subcontract items are schedule critical, and any other pertinent information (including the extent of Contractor's efforts to obtain alternative sources, terms, or any proposed plan or agreement under which subcontractor would supply technical assistance and accompanying rights to use technical data and computer software) that will expedite the decision of the Contracting Officer.

(i) With respect to subcontract items which are not schedule critical, if the Contracting Officer or Buyer does not transmit written directions to the Contractor with 45 days of receiving the written report, it will be deemed that the Contracting Officer has granted permission to proceed.

(ii) With respect to any subcontracted items which are schedule critical, if the Contractor has so informed the Contracting Officer through the Buyer in writing of their criticality, the Seller may proceed with the procurement of the schedule critical items unless he is directed by the Contracting Officer to select an alternate subcontractor. The purchase order may then be equitably adjusted as to cost/price, delivery or any other provisions affected.

(7) Nothing contained in this clause shall be construed as a commitment or obligation on the part of the Government or the Buyer to enter into any other contract with the Contractor.