

**CUSTOMER CONTRACT REQUIREMENTS (CCR) 40-0174
TSAT RFQ**

CUSTOMER CONTRACT REQUIREMENTS

As contemplated by Form GP1 (Article 29), Form GP2 (Article 28), Form GP3 (Article 41), or Form GP4 (Article 31), the following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. FAR Clauses. 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, and the term "offer" means contract. Unless otherwise specified, the terms "Contracting Officer" and "Government" retain their original meanings.

52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006).
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.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

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 (Sep 2005). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sep 2007). 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.

52.211-5 Material Requirements (Aug 2000). Any notice will be given to Buyer rather than the Contracting Officer. This clause is not applicable to any risk reduction hardware transferred to this contract from TSAT Space Segment RRS Phase Prime Contract FA8808-04-C-0022 or from any subcontract thereunder.

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.

52.215-11 Price Reduction For Defective Cost or Pricing Data - Modifications (Oct 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."

52.215-13 Subcontractor Cost or Pricing Data - Modifications (Oct 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 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 (Oct 2004). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (Jul 2005). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (Oct 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. Except in paragraph (a)(2), the term "Contracting Officer" shall mean Buyer. The Seller may submit any detailed cost or pricing data (i.e., rates and factors) directly to the Government, but must submit to the Buyer appropriate summary level cost or pricing data and associated information, including details of the technical elements of cost (e.g., labor hours by task and detailed material cost breakdowns such as bills of material).

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

52.219-9 Small Business Subcontracting Plan (Nov 2007). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$550,000, and Seller is not a small business concern.

If the Seller submits adequate documentation to the Buyer demonstrating that the Seller has a comprehensive subcontracting plan approved under the test program described in DFARS 219.702(a), then FAR 52.219-9 above is deleted, and the following DFARS clause is substituted in lieu thereof:

252.219-7004 Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan (Test Program) (Apr 1997).

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)) (Mar 2007).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006). This clause applies only if this contract exceeds \$100,000.

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 (Sep 2006). 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.

52.223-11 Ozone Depleting Substances (May 2001).

52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (Aug 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).

52.225-13 Restrictions on Certain Foreign Purchases (Feb 2006).

52.227-1 Authorization and Consent (Dec 2007), **Alternate I** (Apr 1984)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007). 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 (Dec 2007). This clause applies only if this contract will involve access to classified information.

52.230-6 Administration of Cost Accounting Standards (Apr 2005). Add "Buyer and the" before "CFAO" in paragraph (m). This provision applies if Clause H001, H002 or H004 is included in the contract.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (Dec 1994).

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

52.244-5 Competition in Subcontracting (Dec 1996).

52.244-6 Subcontracts for Commercial Items (Mar 2007).

52.245-01 Government Property (Jun 2007)

2. DoD FAR Supplement Clauses. DoD Contracts. 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 and the term "offer" means contract except as otherwise noted. Unless otherwise specified, the terms "Contracting Officer" and "Government" retain their original meanings.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g)) (Dec 2004). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

252.204-7000 Disclosure of Information (Dec 1991). Seller will submit requests for authorization to release through Buyer. Change "45 days" to "50 days".

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.

252.211-7000 Acquisition Streamlining (Dec 1991). This clause applies only if this contract exceeds \$1 million.

252.211-7003 Item Identification and Valuation (Jun 2005). Seller shall comply with the unique item identification requirements of this clause for those subassemblies, components, and parts specified elsewhere in this contract. Such identification and marking shall be a high-capacity 2D machine readable code to comply with MIL-STD-130 L. The code may include, as space is available, linear bar code and human readable characters. Unless otherwise specified in Boeing product drawings or specifications, the seller may use either Construct #1 or Construct #2. Unless required to comply with the prime contract, the Seller shall not be required to furnish item valuations as set forth in this clause.

252.215-7000 Pricing Adjustments (Dec 1991).

252.215-7004 Excessive Pass-Through Charges (Apr 2007)

252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 2007). This clause is deleted if the Seller has a comprehensive subcontracting plan approved under the test program described in DFARS 219.702(a).

252.223-7001 Hazard Warning Labels (Dec 1991). This clause applies only if Seller delivers hazardous material under this contract.

- 252.223-7002 Safety Precautions for Ammunition and Explosives** (Apr 2003)
This clause applies if the Seller's work involves ammunition or explosives. "Contracting Officer" shall mean Buyer.
- 252.223-7003 Change in Place of Performance-Ammunition and Explosives**
(Dec 1991) This clause applies if the Seller's work involves ammunition or explosives. "Contracting Officer" shall mean Buyer.
- 252.223-7004 Drug Free Work Force** (Sep 1998) This clause applies if the contract work involves access to DoD classified information.
- 252.225-7001 Buy American Act and Balance of Payment Program.** (Jun 2005).
- 252.225-7002 Qualifying Country Sources as Subcontractors** (Apr 2003).
- 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission After Award** (May 2007) In paragraph (b), delete the words "or a first tier subcontractor". "Contracting Officer" shall mean Buyer.
- 252.225-7013 Duty Free Entry** (OCT 2006)
- 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings** (MAR 2006)
- 252.225-7025 Restriction on Acquisition of Forgings** (JUL 2006)
- 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts and Native Hawaiian Small Business Concerns** (SEP 2004). This clause applies only if this contract exceeds \$500,000.
- 252.227-7013 Rights in Technical Data - Noncommercial Items** (Nov 1995). This clause applies if the delivery of technical data is required under this contract.
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation** (Jun 1995). This clause applies if noncommercial computer software or noncommercial computer documentation will be originated, developed or delivered under this contract.
- 252.227-7016 Rights in Bid or Proposal Information** (Jun 1995).
- 252.227-7019 Validation of Asserted Restrictions - Computer Software** (Jun 1995). This clause applies if computer software will be originated, developed, or delivered under this contract.
- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends** (JUN 1995) In paragraph (c)(1), the term "Government" shall mean Government and the Buyer.

252.227-7026 Deferred Delivery of Technical Data or Computer Software (Apr 1988). This clause applies if the delivery of technical data is required or if computer software will be originated, developed or delivered under 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 if the delivery of technical data is required under this contract. . The maximum withhold amount is 1% of the contract price or \$100,000, whichever is less. Any payment withholding will be proportional to the SDRL item value and will only be assessed if any deficiency or late delivery of any Seller technical data results in payment withholding by the Government for the prime contract.

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

252.231-7000 Supplemental Cost Principles (Dec 1991). ALT 1 (Dec 1991)

252.234-7002 Earned Value Management System (Apr 2008). This clause is applicable if the contract is other than FFP and if the contract value is greater than or equal to \$20 million or, in the case of a lower value, when its applicability is specified in the purchase contract.

In paragraph (c), the term "Government" means Buyer and "within 180 calendar days" is revised to read as "within a mutually agreed number of days". The Seller shall be subject to formal baseline change authorization review by the Buyer when the following conditions are met:

(1) Baseline changes during the freeze period consisting of the current period plus 60 days shall be limited to only those changes that have been pre-coordinated and approved by the Buyer. Consideration will be allowed for externally caused changes.

(2) The Seller shall pre-coordinate all substantive releases of Management Reserve (MR) with the Buyer. MR releases due to rate changes and similar reasons will be identified to the Buyer at program reviews as well.

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.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jan 2007).

252.245-7001 Reports of Government Property (May 1994). The term "cognizant Government property administrator" shall mean Buyer. Seller shall submit its report no later than October 17.

252.247-7023 Transportation of Supplies by Sea (May 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "50 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000). Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

252.249-7002 Notification of Anticipated Contract Terminations or Reduction (Dec 2006). This clause applies if this contract is \$550,000 or more. Seller shall comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

252.225-7014 D PREFERENCE FOR DOMESTIC SPECIALTY METALS – (DEVIATION 2008-O0002) (JAN 2008), ALTERNATE I (DEVIATION 2008-O0002) (JAN 2008)

(a) Definitions. As used in this clause-

(1) "Assembly" means an item forming a portion of a system or subsystem that can be provisioned and replaced as an entity which incorporates multiple, replaceable parts.

(2) "Commercial derivative military article" means an item procured by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public of by nongovernmental entities for purposes other than governmental purposes.

(3) "Commercially available off-the-shelf item"-

(i) Means any item of supply that is-

(A) A commercial item;

(B) Sold in substantial quantities in the commercial marketplace;
and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App 1702), such as agricultural products and petroleum products.

(4) "Component" means any item supplied to the Government as part of an end item or of another component.

(5) "Electronic component" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes switches, transistors, or integrated circuits.

(6) "End item" means the final production product when assembled or completed, and ready for issue, delivery, or deployment.

(7) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium.

(8) "Qualifying country" means any country listed in subsection 225.872-1(a) or (b) of the Defense Federal Acquisition Regulation Supplement (DFARS).

(9) "Required form" means in the form of mill product, such as bar, billet, wire, slab, plate or sheet, and in the grade appropriate for the production of-

(i) A finished end item delivered to the Department of Defense; or

(ii) A finished component assembled into an end item delivered to the Department of Defense.

(10) "Specialty metal" means-

(i) Steel-

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of-

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

(11) "Subsystem" means a functional grouping of items that combine to perform a major function within an end item. Such a electrical power, attitude control, and propulsion.

(b) Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, except for-

(1) Electronic components;

(2) (i) Commercially available off-the-shelf (COTS) items; other than-

(A) COTS fasteners, unless such fasteners are incorporated in to COTS end items, subsystems, assemblies, or components.

(B) Forgings or castings of specialty metals, unless such forgings and castings are incorporated into COTS end items, subsystems, or assemblies.

(C) Commercially available high performance magnets, unless such high performance magnets are incorporated into COTS end items or subsystems;

(ii) A COTS item is considered to be 'offered without modifications' as long as it is not modified prior to contractual acceptance by the next higher tier in the supply chain.

(A) Specialty metal contained in a COTS item that was accepted without modification by the next higher tier are excepted and remain excepted even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a CTOS screw or an extra hole is drilled in a COTS bracket).

(B) For specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, the added specialty metals are subject to the restrictions (e.g., a special reinforced handle made of specialty metal that is added to a COTS item).

(C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restrictions (e.g., a COTS aircraft is outfitted with a COTS engine, but not the COTS engine normally provided with that aircraft).

(D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the specialty metals restrictions (e.g., An aircraft is normally sold to the public with an option for several different radios. DoD requested military-unique radio. The aircraft is still a COTS item, but the military-unique radio is not a COTS item, and must comply with the specialty metals restrictions, unless another exception applies.

(3) Fasteners that are commercial items that are purchased under a contract or subcontract with a manufacturer of such fasteners, if the manufacturer has certified that it will purchase, during the relevant calendar year, an amount of domestically melted specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50% of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.

(4) Items manufactured in a qualifying country;

(5) Items for which the Government has determined in accordance with 225.700x-3 of Class Deviation 2008-O0002 that specialty metal melted or produced in the United States cannot be acquired as and when needed in-

(i) A satisfactory quality;

(ii) A sufficient quantity; and

(iii) The required form.

(6) Specialty metals, other than specialty metals in high performance magnets, that do not meet any of the exceptions in paragraphs (b)(1) through (5) of this

clause, if the total weight of specialty metals in the item, as estimated in good faith by the Contractor.

(c) Streamlined compliance for commercial derivative military articles. (Not Applicable)

(d) The Contractor shall insert the substance of this clause in all subcontracts for articles containing specialty metals.

3. Commercial Items. If goods or services being procured under this contract are 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 and TSAT contract special provision are inserted in lieu thereof:

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

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (Mar 2007).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Sep 2006). 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.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004). This clause applies only if this contract exceeds \$100,000.

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006). In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

252.225-7014 Preference for Domestic Specialty Metals (Jan 2008) & Alternate I (Jan 2008). Subject to formal approval for the prime contract from the Procuring Contracting Officer, this clause is modified in accordance with the following document:

Office of the Under Secretary of Defense DPAP(DARS), DARS Tracking Number: 2008-O0002 dated 29 Jan 2008, Class Deviation – Implementation of new Specialty Metals Restriction.

252.227-7015 Technical Data – Commercial Items (Nov 1995) This clause applies only if this contract involves the delivery of technical data pertaining to commercial items, components, or processes.

252.247-7023 Transportation of Supplies by Sea (May 2002).

This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g)

"Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2002).

"Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

SCR TSAT--H019 – ASSERTION OF RIGHTS TO FLIGHT SOFTWARE

(Dec 2008) (This clause is applicable if the Seller is developing or otherwise providing software or firmware that will be used on the flight space vehicle.)

All software and firmware to include newly developed code, reuse code, and COTS (whether modified or not) that will be used on the space vehicle (to include the bus and the payload) must be available for Government inspection in a Government facility when requested. The Seller can observe the Government inspection, and the Government does not retain any additional data rights in the inspected software over and above what is provided by the data rights clause(s) of this contract. This is in addition to any code which must be delivered to NSA for certification purposes.

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 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 unless the goods or services being procured are commercial items (except, paragraph Q. SCR TSAT--H019 applies to commercial items as applicable):

A. SCR TSAT--H006 – APPLICATION FOR EQUIPMENT FREQUENCY

AUTHORIZATION (Dec 2008) (TAILORED) This clause applies if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

The Seller must ensure that radio frequencies are available to support electromagnetic radiating devices in their intended environment and that adequate protection from interference can be provided to receiving devices. Accordingly, the Seller shall submit DD Form 1494, Application for Equipment Frequency Allocation, in triplicate to the Buyer within 40 days after prime contract award. Instructions for preparing the form are contained in AFI 33-118, Radio Frequency Spectrum Management, and on the form itself. Upon verification of frequency requirements, the Seller shall submit, if required, information to prepare a "Standard Frequency Action Format (SFAF) Request" to the Buyer. Instructions for preparing an SFAF are contained in AFI 33-118. Attention is directed to DFARS 252.235-7003, Frequency Authorization.

B. AFFARS 5352.223-9000 – ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)

(1) It is Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(2) Unless a specific waiver has been authorized, Air Force procurements:

(A) May not include any specification, standard, drawing, or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process;

(B) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS; and

(C) May not require the delivery of any item of supply that contains a Class I ODS or any service that includes the use of a Class I ODS.

(3) For the purposes of the Air Force policy, the following are Class I ODS:

(A) Halons: 1011, 1202, 1211, 1301, and 2402

(B) Chlorofluorocarbons (CFC): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, CFC-217, and the blends R-500, R-501, R-502, and R-503.

C) Other controlled substances: carbon tetrachloride, methyl chloroform, and methyl bromide.

(4) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances: NONE.

(5) To assist the Air Force in implementing this policy, Seller is required to notify Buyer if any Class I ODS not specifically listed above is required in the performance of this contract.

C. SCR TSAT--H024 – ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (Dec 2008) (TAILORED)
(This clause applies to contracts greater than \$1,000,000.)

(a) This contract covers part of the TSAT program which is under the general program management of SMC. The Air Force has entered into contracts with the following companies for services to provide technical, evaluation, cost estimating, and acquisition management support.

Business Technologies and Solutions (Business Operations Support),
Jackson & Tull (Configuration Management),
Northrop-Grumann (Security, System Engineering & Test),
Booz Allen Hamilton (Acquisition & JTEO Support),
Jet Propulsion Lab, Linquest (Systems Engineering),
Linquest (Systems Engineering),
Kalman and Company (System Safety),
Tecolote Research (Cost Estimating and Analysis)

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve technical analysis of interim and final written reports and results (simulations; protocol studies; requirements recommendations; trade studies; other); use of Seller models and analyses to reproduce and independently assess Seller tests, results, and recommendations; participation in technical interchanges; evaluation of Seller study assumptions and Seller trades; similar engineering and programmatic tasks required to support government review and monitoring of contract performance.

(c) In the performance of this contract, and only as specifically authorized by the Buyer, the Seller agrees to cooperate with the companies listed above in paragraph (a), and subsequent successor service contractors, by: responding to invitations from authorized personnel to attend meetings; providing access to TSAT Space Segment program technical information and research, development and planning data, test data and results, schedule and milestone data, cost data including the Contractor's cost/schedule management system/records, but excluding the Seller's "financial" data, which is defined as information associated with the internal workings of the Seller that is not specific to a

project or program, all in original form or reproduced; discussing technical matters related to the program; providing access to Seller facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel.

(d) The Seller further agrees to include in each subcontract over \$1 million a clause requiring compliance by a subcontractor and succeeding levels of subcontractors over \$1,000,000 with the response and access provisions of paragraph (c) above, subject to coordination with the Seller and Buyer. This agreement does not relieve the Seller of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service contractor(s) and the Seller or the Seller's subcontractors.

(e) Service contractor personnel are not authorized to direct a contractor in any manner. The Seller may not accept any such direction without first receiving authorization from the Buyer.

(f) Service contracts contain an organizational conflict of interest clause that requires the service contractors to protect the data and prohibits the service contractors from using the data for any purpose other than that for which the data was presented.

(g) Neither the Seller nor its subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by this contract.

**D. SCR's TSAT--H021 and TSAT--H022 – ENABLING CLAUSES FOR
GENERAL SYSTEMS ENGINEERING AND INTEGRATION
(AEROSPACE and FFRDCs) (Dec 2008) (TAILORED)**

(a) This contract covers the TSAT Space Segment which is under the general program management of the Air Force Space and Missile Systems Center (SMC). The Air Force has entered into contracts with The Aerospace Corporation, The MITRE Corporation, MIT Lincoln Labs, and Software Engineering Institute (SEI) for the services of a technical group which will support the DoD program office by performing General Systems Engineering and Integration.

(b) General Systems Engineering and Integration (GSE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractors' technical performance, through meeting with contractors and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; developing of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the DoD System Program Manager and/or Project Officer

as an independent technical assessment for consideration for modifying the program or redirecting the prime contractors' efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

(c) In the performance of this agreement, and only as specifically authorized by the Buyer, the Seller agrees to cooperate with The Aerospace Corporation, The MITRE Corporation, MIT Lincoln Labs, and SEI by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced form and including cost data*, but excluding "financial" data as defined below; by delivering data as specified in the contract; by discussing technical matters relating to this program; by providing access to Seller facilities utilized in the performance of this Agreement; and by allowing observation of technical activities by appropriate technical personnel from Aerospace Corporation, The MITRE Corporation, MIT Lincoln Labs and SEI. Subject to the establishment of appropriate nondisclosure agreements to protect the Seller's proprietary information, personnel from the firms listed above who are engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this contract.

(d) The contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Buyer. This agreement does not relieve the Seller of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government, or The Aerospace Corporation, The MITRE Corporation, MIT Lincoln Labs and SEI, and the Seller or the Seller's subcontractors.

(e) Personnel from The Aerospace Corporation, The MITRE Corporation, MIT Lincoln Labs and SEI are not authorized to direct the Seller in any manner. The Seller agrees to accept technical direction as follows:

1. Technical direction under this contract will be given to the Seller solely by the Buyer.

2. Whenever it becomes necessary to modify the contract and redirect the effort, a Change Order signed by the Buyer, or a Supplemental Agreement signed by both the Buyer and the Seller will be issued.

*Cost data is defined as information associated with the programmatic elements of life cycle (concept, development, production, operations, and retirement) of the system/program. As defined, cost data differs from "financial" data, which is defined as information associated with the internal workings of the Seller that is not specific to a project or program.

**E. SCR TSAT--H025 – ENABLING CLAUSE FOR TSAT SYSTEMS
ENGINEERING AND INTEGRATION (SE&I) (Dec 2008) (TAILORED)**

(a) The Air Force has entered into a contract with a TSAT Systems Engineering Partnership contractor (and selected subcontractors) for the services of a contractor team, which will support the DoD program office by performing Transformational Satellite Communications System (TSAT) Systems Engineering and Integration.

(b) TSAT Systems Engineering and Integration (SE&I) deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractors' technical performance, through meeting with contractors and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; developing of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the DOD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the prime contractors' efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

(c) In the performance of this agreement, and only as specifically authorized by the Buyer, the Seller agrees to cooperate with the SE&I contractor by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced form and excluding financial data; by delivering data as specified in the contract; by discussing technical matters relating to this program; by providing access to Seller facilities utilized in the performance of this Agreement; and by allowing observation of technical activities by appropriate SE&I technical personnel. Subject to the establishment of appropriate nondisclosure agreements to protect the Seller's proprietary information, the SE&I personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this Agreement.

(d) The Seller further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Buyer. This agreement does not relieve the Seller of its responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the Government or the SE&I contractor and the Seller or the Seller's subcontractors.

(e) The SE&I contractor personnel are not authorized to direct the contractor in any manner. The contractor agrees to accept technical direction as follows:

1. Technical direction under this contract will be given to the Seller solely by the Buyer.

2. Whenever it becomes necessary to modify the Agreement and redirect the effort, a Change Order signed by the Buyer, or a Supplemental Agreement signed by both the Buyer and the Seller will be issued.

F. AFFARS 5352.223-9001 – HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997) (Applies only to contracts that require work to be performed on a Government installation)

(1) In performing work under this contract on a Government installation, the Seller shall:

- (a) Comply with the specific health and safety requirements established by this contract;
- (b) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (c) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (d) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(2) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(3) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

G. AFFARS 5352.204-9000 – NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003) (Applies only to contracts that require DoD classified work to be performed on a Government installation)

This contract contains a DD Form 254, DoD Contract Security Classification Specification, and requires performance at a Government location in the or overseas. Prior to beginning operations involving classified information on an

installation identified on the DD Form 254, the Seller shall take the following actions:

(1) At least thirty days prior to beginning operations, notify the Buyer and security police activity shown in the distribution block of the DD Form 254 as to:

- (a) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (b) The contract number and military contracting command;
- (c) The highest classification category of defense information to which contractor employees will have access;
- (d) The Air Force installations in the (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (e) The date Seller operations will begin on base in the or in the overseas area;
- (f) The estimated completion date of operations on base in the or in the overseas area; and
- (g) Any changes to information previously provided under this clause. This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

(2) Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the Seller is not required to have a facility security clearance, the Seller shall enter into a Visitor Group Security Agreement (or understanding) with the installation commander to ensure that the Seller's security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions that will be performed:

- (a) By the installation for the Seller, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DOD 5220.22-M, classified mail services, security badges, visitor control, and investigating security incidents; and
- (b) Jointly by the Seller and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

H. AFFARS 5352.242-9000 – CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002) (TAILORED) (Applies only to contracts that require work to be performed on an Air Force installation)

(a) The Buyer will obtain base identification and vehicle passes for all Seller personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Seller and Seller subcontractor personnel are required to wear or prominently

display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The Seller shall submit a written notification to the Buyer, at least 45 days in advance prior to start of work on the installation, listing the following: contract number, location of work site, start and stop dates, and names of Seller employees and any Seller subcontractor employees needing access to the base. This letter shall also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and comply with any additional requirements as specified by local security procedures, to obtain a vehicle pass.

(c) During performance of the contract, the Seller shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the Seller shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the Seller shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office and notify the Buyer when this action has been completed.

(f) Failure to comply with these requirements may result in withholding of final payment.

I. SCR TSAT--H010 – GOVERNMENT/CONTRACTOR IPT CONCEPT
(Dec 2008) (TAILORED)

(a) Under the Government/Contractor IPT Concept, Government personnel and Government support contractors may be present at the Seller's plant for formal reviews and other meetings. The Government IPT members may review the Seller's work and results and provide advice and clarification. However, the accountability for the contract work and results is solely the responsibility of the Seller. The Seller shall not construe advice, reviews and clarifications by the Government IPT members as direction by the Government or the Buyer. Only the Buyer is authorized to redirect the contract effort or in any way modify the terms of this contract.

(b) Government insight is defined as the Government gaining an understanding of the Seller's progress to meet this contract's requirements through watchful observation. To enable Government insight, the Seller shall provide the Government free and open access to all matters relating to this contract. This access includes, but is not limited to, the following: (1) Seller facilities; (2) Seller meetings conducted in the performance of this

contract, to include scheduled program reviews, technical interchange meetings (TIMs), configuration control boards, etc., with participation in discussions during these meetings and in any follow-up dialogues on the subject matters discussed; (3) program activities such as but not limited to observing test events; (4) Seller training programs including but not limited to on the job training; (5) identifying and providing access to all information and analyses regarding any incidents or anomalies occurring during fabrication, assembly, test, handling, or transportation which could affect the integrity of the Transformational Satellite Communications System Program; and (6) all data directly related to the contract (except that "financial data" as defined in Special Provision D above need not be provided to Government support contractors).

(c) For purposes of this clause, the Seller shall provide insight to individuals identified by the Government. These individuals may be Government personnel, employees of the Aerospace Corporation assigned to the Aerospace FFRDC contract and/or employees of Advisory and Assistance Services contractors that support the Transformational Satellite Communications System Program.

J. SCR TSAT--H012 – WARRANTIES (Dec 2008)

The Seller shall take advantage of and pass on to the Government through the Buyer the benefits of commercial warranties, if allowed under the terms of the warranty, which are offered by the Seller or Subcontractors for repair and replacement of commercial items associated with the contract work. The Seller shall take advantage of extended warranties, when offered, with the approval of the Buyer. The Seller shall have procedures to ensure effective administration of these warranties to include identification of the warranted items, duration of coverage, and procedures for return of warranted items.

K. SCR TSAT--H015 – TSAT ELECTRONIC DATA INTERCHANGE NETWORK (EDIN) (Dec 2008) (TAILORED)

(a) To the extent directed by the Buyer, the Seller shall utilize the Electronic Data Interchange (EDI) systems which have been established by the Buyer for electronic data transmittal and for authorized access as determined by the Buyer to TSAT Space Segment Program data at the "Unclassified" and "DoD Secret" levels received from all the team members. As directed by the Buyer, the Seller shall use these EDI systems to maintain and manage its requirements documentation and to maintain draft and completed items on the Subcontract Data Requirements List (SDRL) and on the Data Accession List, as well as other working data, including software code to be provided with either Unlimited Rights, Data Set "B" Rights or Data Set "C" Rights, that support the management and engineering efforts of the contract. The Seller shall keep all information current and move current versions to the specified EDI system within one week or more frequently as dictated by program needs, and no previous versions shall be deleted unless authorized by the Buyer. The Seller's data products shall be compatible with typical PC-based systems using MS Office suite of applications (e.g., Word, Excel, and PowerPoint), as well as with MS Project and Adobe Acrobat.

(b) In the performance of this contract, the Seller shall use these EDI systems to provide the Buyer the results of, and the data associated with, managing the technical work to support the engineering and risk reduction efforts required by the contract, as well as for risk management. The Seller shall submit measurement data in a format such as Excel, to which the Government has agreed.

(c) In the performance of this contract, the Seller shall use these EDI systems to provide the Buyer the results of, and the data associated with, tracking problems and failure reports. The Seller shall submit such problem and failure data in a format such as Excel, to which the Government has agreed, in order to conduct reliability analysis, safety analysis, and space mishap event analysis.

(d) In the performance of this contract, the Seller shall use these EDI systems to provide the Buyer the results of, and the data associated with, any element and/or software architectures developed under the contract. The Seller shall submit such element and software architecture artifacts in a format to be agreed to by the Government based on the Seller's architecture tools. The Seller shall also maintain and deliver applicable SDRL items using these architecture tools. The Seller shall deliver updated or archived artifacts weekly.

L. SCR TSAT--H016 – TSAT STANDARD CMMI APPRAISAL METHOD FOR PROCESS IMPROVEMENT (Dec 2008) (TAILORED)

Seller must assure that CMMI maturity level 3 (or higher) compliant processes are used for all TSAT Space Segment work. To assure compliance, Buyer will conduct periodic Standard CMMI Appraisal Method For Process Improvement (SCAMPI) Class B appraisals in which the Buyer may participate. Seller is expected to conduct similar reviews of its suppliers, and Seller and its suppliers shall permit the Government and/or the Buyer to observe contractor led appraisals. The Buyer or the Government also reserves the right to perform an independent appraisal at any time during the contract with 30 days notice. An initial appraisal is expected to be performed by the Government and/or Buyer within the first 9 months after prime contract award. For all risks and weakness identified during any appraisals, an action plan will be submitted to the Buyer. Weaknesses and risks will be reassessed as per the action plan to ensure issues have been corrected. Lack of progress in addressing the risks and weaknesses maybe be addressed through contractual remedies and/or award fee. The Seller must include in each subcontract a clause requiring compliance by subcontractor and succeeding levels of subcontractors to the provisions of this paragraph.

M. TSAT--G003 – IMPLEMENTATION OF PATENT RIGHTS CLAUSE (Dec 2008) (TAILORED)

(a) In lieu of submittal to the Buyer, all documents and information required by the patent rights and/or patent reporting clauses set forth in this contract may be submitted directly to the Government at the address below. All submittals shall cite the prime contract

number and the subcontract number. The Seller shall submit a copy of all transmittal letters to the Buyer.

Staff Judge Advocate
Contracts and Patents Law Division (JAQ)
HQ Space and Missile Systems Center (AFSPC)
483 N. Aviation Blvd.
Los Angeles Air Force base
El Segundo, CA 90245-4659

The JAQ patent administrator can be reached at 310-653-3681.

(b) This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission directly to the Government of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

N. ORGANIZATIONAL CONFLICT OF INTEREST

The Seller shall not participate on any program that creates an organizational conflict of interest, as defined in FAR part 9.5, with the TSAT Space Segment Program unless such participation is approved by the TSAT Space Segment Contracting Officer. This restriction does not apply to the sale of commercial items or non-developmental items as defined in FAR 2.101. The Seller shall include this clause in all subcontracts for developmental effort as defined in FAR 35.001.

O. RESERVED

P. SCR TSAT--H017 – TSAT CERTIFICATION AND ACCREDITATION

(Dec 2008) (This clause is applicable if the Seller is developing the ground segment portions of the TSAT Space Segment system.)

a. Security support shall include the development, implementation, and maintenance of all security documents, procedures, and agreements necessary to effect type and site accreditation at all operation locations in accordance with the Department of Defense Information Technology Security Certification and Accreditation (DIACAP - DoDI 8510.1-M and DoDI 8500.2).

b. The Seller shall provide supporting documentation and perform tasks necessary to support completion of the DIACAP ATO for each TSAT release, including interim certifications as outlined in DoD 8510.1-M and DoDI 8500.2).

Q. SCR TSAT--H019 – ASSERTION OF RIGHTS TO FLIGHT SOFTWARE

(Dec 2008) (This clause is applicable if the Seller is developing or otherwise providing software or firmware that will be used on the flight space vehicle.)

All software and firmware to include newly developed code, reuse code, and COTS (whether modified or not) that will be used on the space vehicle (to include the bus and the payload) must be available for Government inspection in a Government facility when requested. The Seller can observe the Government inspection, and the Government does not retain any additional data rights in the inspected software over and above what is provided by the data rights clause(s) of this contract. This is in addition to any code which must be delivered to NSA for certification purposes.

R. SCR TSAT--H029 – ADVANCE PROCUREMENT OPTIONS (CPAF)
(MAR 2007) (TAILORED) (This clause is applicable if this contract includes advance procurement options for flight space vehicle hardware)

The following applies to Advance Procurement option CLINs only.

(a) In accordance with the Advance Procurement Option CLINs, the Seller will procure parts to support assembly, integration and test of flight hardware for Space Vehicles 3-6, respectively.

(b) The Seller will only select from the Buyer-approved long lead parts listed in this contract, based on lead-time, availability of funding, and impact on the critical path for the production of flight hardware for SV3-6, respectively.

(c) If any of the parts listed in this contract are no longer available--no later than 190 days prior to the expiration date of the respective Option CLIN, the Seller may propose for Buyer and Government approval:

(1) an updated long lead parts list that substitutes functionally equivalent items for those that are no longer available; and/or

(2) a re-prioritization of the approved long lead parts list

(d) Any changes to the long lead parts list shall be approved by the Buyer prior to the Seller's purchase and/or manufacture of the item(s).

(e) Approved changes to the long lead parts list shall not result in corresponding equitable adjustments to the estimated cost of the respective option and/or the fee associated with it.

(f) For items where obsolescence issues may dictate design changes and/or hardware re-qualification (i.e., for changes other than "drop in replacement" type), the parties may further discuss to determine if equitable adjustments to the estimated cost of the respective option and/or the fee associated with it are feasible. However, any equitable adjustments to this contract are subject to a corresponding equitable adjustment in the prime contract with the Government.

(g) Notwithstanding the above, the Buyer reserves the right to unilaterally exercise the priced options in Section B without further consideration and/or discussion.

S. RESERVED

**T. SCR TSAT--H014 – CONTRACTOR PROVISION OF DRAWINGS AND
OTHER REPROCUREMENT DATA (Dec 2008) (TAILORED)**

The Seller shall notify the Buyer if the Seller (or any third party successor) decides to stop supporting any effort on this contract. At the request of the Buyer and prior to the cessation of support, all documentation for that effort, to include but not limited to drawings, specifications, and source code, shall be supplied at no additional cost to the Buyer, subject to any technical data and licensing fees specified elsewhere in this contract. In this event, the Buyer shall use this documentation only to comply with its obligations under the prime contract.