

**CUSTOMER CONTRACT REQUIREMENTS
NORTHOP W31P4Q-08-C-0418 (IBCS CLIN 1 SUPPORT)
CUSTOMER CONTRACT 7000079074**

CUSTOMER CONTRACT REQUIREMENTS

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.

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 from 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 2007) . 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 (g)(2) is modified to read as follows: "(g)(2) 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.

52.211-15 Defense Priority and Allocation Requirements (Apr 2008) . This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (June 1999), Alternate II (Apr 1998) . 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 the threshold set forth in FAR 15.403-4 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 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."

52.215-13 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 (c) 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 "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

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).
- 52.219-8 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.
- 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** (Jul 2005) . 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.
- 52.222-26 Equal Opportunity** (Mar 2007) .
- 52.222-35 Equal Opportunity for Special Disabled Veterans, 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 \$100,000.
- 52.222-41 Service Contract Act of 1965** (Nov 2007) . This clause applies only if this contract is subject to the Act.
- 52.223-3 Hazardous Material Identification and Material Safety Data** (Nov 1991) . This clause applies only if Seller delivers hazardous material under this contract.
- 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).

52.225-1 Buy American Act - Supplies (Jun 2003) . This clause does not apply if this contract is placed under a Department of Defense contract.

52.225-8 Duty-free Entry (Feb 2000) . 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.

52.225-10 Duty-Free Entry (Apr 1984) . This clause applies only if supplies are to be afforded duty-free entry or foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

52.227-1 Authorization and Consent (Dec 2007) .

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.

52.227-10 Filing of Patent Applications - Classified Subject Matter (Dec 2007) .

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.

52.227-13 Patent Rights - Acquisition by the Government (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.

52.230-6 Administration of Cost Accounting Standards (Mar 2008) . Add "Buyer and the" before "CFAO" in paragraph (m). This provision applies if clause H001, H002, or H004 is included in this contract.

52.245-1 Government Property (Jun 2007) . This clause applies only if Government property is acquired or furnished for contract performance.

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 (Feb 2006) . This clause applies only if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations..

52.248-1 Value Engineering (excluding subparagraph (f)) (Feb 2000) . The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$100,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

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 except as otherwise noted.

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.

252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty (Nov 1995) . This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components.

252.215-7000 Pricing Adjustments (Dec 1991) . This clause applies only if this contract exceeds \$650,000.

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (Apr 2007) .

Except paragraph (g) which is hereby deleted.

252.222-7006 Combating Trafficking in Persons (Oct 2006) .

In paragraph (g), the term "Contracting Officer" means Buyer. This clause applies to all contracts performed outside the United States. This clause also applies to contracts performed inside the United States for the acquisition of services (except commercial).

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 (May 1994) .**

This clause applies only if this contract involves ammunition or explosives.

"Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i).

"Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4).

"Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) - Alternate I (NOV 1995) (Nov 1995) - Alternate Alt I . This clause applies to this contract if it requires, may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.**252.225-7001 Buy American Act and Balance of Payment Program. (Jun 2005) .****252.225-7002 Qualifying Country Sources as Subcontractors (Apr 2003) .****252.225-7009 Duty-Free Entry - Qualifying Country Supplies (End Products and Components) (Mar 1998) .****252.225-7010 Duty-free Entry - Additional Provisions (Aug 2000) .** This clause applies in addition to FAR 52.225-10.**252.225-7012 Preference for Certain Domestic Commodities (Mar 2008) .****252.225-7013 Duty-Free Entry (Jun 2006) .** This clause applies if Seller is located in a qualifying country (as defined in DFARS Part 225.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per unit.

Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause.

252.225-7014 Preference for Domestic Specialty Metals (Jun 2005) - Alternate I (Apr 2003) .

252.225-7025 Restriction on Acquisition of Forgings (Jul 2006) . This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

252.227-7013 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) .

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (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.

252.227-7019 Validation of Asserted Restrictions - Computer Software (Jun 1995) . This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7036 Declaration of Technical Data Conformity (Jan 1997) . This clause applies only if the delivery of data is required by this contract.

252.227-7038 Patent Rights - Ownership by the Contractor (Large Business) (Dec 2007) .

This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business firm or nonprofit organization.

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 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.

3. 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 October 2008.

(2) (Applicable if this contract incorporates clause H002) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by H002 is the version dated October 2008.

(3) (Applicable if this contract incorporates clause H003) The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, is the version dated October 2008.

(4) (Applicable if this contract incorporates clause H007) The version of FAR 52.230-4, Disclosure and Consistency of Cost Accounting Standards for Contracts Awarded to Foreign Concerns, is the version dated October 2008.

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(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. .

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

A. EXPORT CONTROLLED DATA RESTRICTIONS

(1) For the purpose of this clause,

(A) Foreign person is any person who is not a citizen of the or lawfully admitted to the for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;

(B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.

(2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.

(4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

B. 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.

C. W31P4Q-08-R-0184 Technical Data and Computer Software Baseline

A. The purpose of this section is to simplify or eliminate the need for the Government to challenge any claim that the contractor might make that the deliverable technical data may be submitted with limited rights or computer software submitted with restricted rights. This is accomplished by requiring the contractor to submit baseline documentation for the designs of the related items, components, processes, or compute software (ICPS). The baseline documentation submitted under this section shall consist of drawings, specifications, engineering notes, sketches, version description documents, source code listings, software test plan, software test procedures, software test report, and humanly readable source code, all of the which are in sufficient detail to serve as technical identification to be used as a basis for determining the degree of changes made to ICPs designs during the course of the contract. For the purpose of this section, the term contractor means the prime contractor and all subcontractors at any tier.

B. The contractor shall furnish, not later than 90 days after contract award, the baseline documentation existing at the time of contract award upon which the contractor intends to rely to substantiate claims for limited rights or restricted rights in technical data or software related to the contract.

C. For ICPs which the contractor selects for the system after contract award, the contractor shall furnish, not later than 45 days after adoption, baseline technical data existing at the time of adoption upon which the contractor will rely to substantiate claims for limited rights in data or restricted rights in software related to the contract.

D. Failure of the contractor to provide baseline documentation under either paragraphs B or C above shall establish a presumption that the delivered ICPS is developed under the contract resulting from this request for proposal.

E. This section does not apply to items or components that are commercially available from more than one source or to commercially available software.

F. Acknowledgement of the contractor's claim to limited rights or restricted rights does not constitute agreement by the Government of the Government of the appropriateness of the claim. The rights of the parties with regard to this issue are set forth in the clauses, DFARS 252.227-7013, Rights in Technical Noncommercial Items (Nov 95) and DFARS 252.227-7014, Rights in Non-commercial Computer Software and Non-commercial Computer Software Documentation (Jun 95).

G. The provisions of this section shall be included in all subcontracts at all tiers.